

**AGREEMENT**  
for  
**BASE HOSPITAL SERVICES**  
between  
**COUNTY OF EI DORADO**  
and  
**BARTON MEMORIAL HOSPITAL**

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") through its Public Health Department Emergency Medical Services Agency; and Barton Memorial Hospital, a licensed acute care hospital (hereinafter referred to as "HOSPITAL"), whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150;

**WITNESSETH**

**WHEREAS**, the COUNTY has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code and has designated El Dorado County EMS Agency as the Emergency Medical Services Agency, pursuant to Health and Safety Code Division 2.5, § 1797.22, and

**WHEREAS**, the COUNTY has established an Advanced Life Support program, as defined in Health and Safety Code Division 2.5, §1797.52, and

**WHEREAS**, Health and Safety Code Division 2.5, §1797.52 requires that an advanced life support program have a base hospital for the provision of medical direction and supervision of EMT-P personnel, and

**WHEREAS** HOSPITAL is willing to provide the services of a Base Hospital as defined herein.

**NOW, THEREFORE**, it is mutually agreed as follows:

I. DEFINITIONS

The following definition of terms shall apply throughout this Agreement.

- A. Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the supervision of the EMS Agency Medical Director or a Base Hospital Physician as part of the El Dorado County EMS System at the scene of an emergency, during transport to an acute care hospital, during inter-facility transfer, and while in the emergency department of an acute care hospital until responsibility for patient care is assumed by hospital medical staff (Reference: Health and Safety Code §1797.52).
- B. ALS Service Provider - A public agency, private corporation, or other business entity which has met all criteria for approval and has been approved by the EMS Agency in accordance with Title 22, Division 9, Chapter 4, Section 100166 of the California Code of Regulations to provide Advanced Life Support services to a designated geographic area with a designated number of EMT-P units. This definition shall include all authorized air ambulances servicing the County.
- C. Base Hospital - means an acute care hospital responsible for providing on-line and off-line medical direction to El Dorado County accredited EMT-Ps, pursuant to a written agreement with the COUNTY.
- D. Base Hospital Physician - means a physician and surgeon who is currently licensed in California, who is assigned to the emergency department of a Base Hospital, and who has been trained to issue advice and instructions to emergency medical care personnel consistent with guidelines and standards established by the EMS Agency Medical Director.
- E. Continuous Quality Improvement (CQI) - means methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process.
- F. Emergency Department - A department or separate area within a hospital that is staffed and equipped to provide emergency medical care to the sick or injured on a continuous 24-hour basis. At a minimum, the hospital shall be permitted to provide basic emergency medical services as designated by the California Code of Regulations, Title 22, Division 5, Sections 70411 -70419, and 70451.
- G. EMS Agency - El Dorado County Emergency Medical Services Agency.

- H. Emergency Medical Technician-Paramedic (or EMT-P) - as defined in the Health and Safety Code, Section 1797.84.
- I. EMS Agency Medical Director – As per Health and Safety Code Division 2.5 §1797.202, the EMS Agency Medical Director is a licensed physician and surgeon duly appointed by El Dorado County who has substantial experience in the practice of emergency medicine. The medical director shall be responsible for providing medical control and assuring medical accountability throughout the planning, implementation, and evaluation of the EMS system.
- J. Mobile Intensive Care Nurse (MICN) - a Registered Nurse as defined in Health and Safety Code Division 2.5 §1797.56 and who has been certified by the EMS Agency Medical Director in accordance with criteria and standards approved by the EMS Agency.

## II. SERVICES

- A. HOSPITAL shall provide all the services necessary for the operation of a Base Hospital, including on-line medical control for any El Dorado County accredited EMT-P contacting it for medical direction. HOSPITAL agrees to:
  - 1. Meet the criteria and abide by all requirements prescribed in Division 2.5, Emergency Medical Services, §1798 to 1798.104, 1798.160 to 1798.175, of Health and Safety Code; Division 2, §1300, of the Health and Safety Code; Title 22, Division 9, Chapter 4, §100000 et seq. of the California Code of Regulations; Title 22, Division 5, Article 6, §70411-70419, 70451 & 70453 of the California Code of Regulations, and applicable EMS Agency Policies and Procedures.
  - 2. Provide a Base Hospital Medical Director who is certified, or eligible for certification by the American Board of Emergency Medicine or the American Board of Osteopathic Emergency Medicine who shall be responsible for medical oversight of all Base Hospital activities. The EMS Agency Medical Director may waive the requirement for board certification if he/she determines that an individual with these qualifications is not available.
  - 3. Appoint a Registered Nurse with sufficient emergency department and EMS experience as Base Hospital Coordinator, who shall be responsible for assisting the Base Hospital Medical Director with coordination and oversight of Base Hospital activities.
  - 4. Have available a qualified MICN or Base Hospital Physician to provide prompt on-line medical direction to Paramedic units. The only exception shall be due to emergency situations preventing such coverage. Such exceptions shall be documented and forwarded to the EMS Agency.
  - 5. Provide adequate office space and resources for performance of

duties described herein.

6. Provide personnel for committees designated by the EMS Agency.

B. COUNTY shall:

1. Assume responsibility for investigation, follow-up and closure of all complaints referred from HOSPITAL where remediation is requested or counseling sessions with ALS provider staff are not successfully resolved.
2. Provide staff and resources to assist HOSPITAL in addressing EMS System issues or problems identified from retrospective audit and review of EMS medical care.
3. Comply with requirements for EMS medical control as specified by Health and Safety Code, Division 2.5, Section 1798 and Title 22, Division 9, Chapter 4, §100144 of the California Code of Regulations.
4. Review at least every two years the Hospital's compliance with this Agreement and applicable policies, procedures, and regulations. The COUNTY may deny, suspend or revoke approval of HOSPITAL as a Base Hospital for noncompliance.

III. TERM

This Agreement shall be effective upon signature, and shall continue in effect for a term of five (5) years, subject to other provisions herein. This Agreement may be terminated without cause upon 120 day written notice by either party.

IV. COMPENSATION FOR SERVICES/COSTS

There will be no remuneration provided by COUNTY to HOSPITAL for the services described herein. COUNTY shall not be liable for any costs incurred by HOSPITAL as a result of this Agreement, including but not limited to: the cost of patient care, the cost of training, staffing, equipping, supplying or operating as a base hospital.

V. COMMUNICATIONS EQUIPMENT

A. HOSPITAL agrees to:

1. Utilize two-way radio communications equipment (i.e., MedNet radio) provided and maintained by the COUNTY, for direct two-way voice communication with the pre-hospital care providers in their assigned service area. This requirement may be supplemented by the use of cellular phones by ALS providers and telephones at the base hospital, subject to compliance with item 3 below.

2. Provide and maintain at HOSPITAL expense a minimum of two (2) dedicated phone lines for advanced life support communication with field providers located directly adjacent to the existing MedNet radio. The addition of "Call Waiting" to a single dedicated phone line to insure alerting of a second incoming call may be substituted in lieu of two separate phone lines.
3. Insure that every ALS call conducted by radio or dedicated phone line is recorded using a voice-activated recording system. Recordings shall be maintained for a minimum of 90 days to be used strictly for education purposes, audits and case reviews, or to be made available upon request to the EMS Agency Medical Director for Continuous Quality Improvement activities. Recordings of medical communication are part of the Continuous Quality Improvement process, and are not considered part of an individual patient's medical records.
4. Provide and maintain at HOSPITAL expense an "EMSystems" internet-based hospital communication system within the Emergency Department.
5. Provide timely reports of any recurring radio, telephone, or Internet problems to the appropriate maintenance contractor and provide written notice to the EMS Agency.

## VI. INDEMNIFICATION

- A. HOSPITAL will indemnify, hold harmless and assume the defense of the COUNTY, its officers, employees, agents, and elected or appointed boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from HOSPITAL's operations or from any person directly or indirectly employed by, or acting as agent for Hospital, excepting the sole negligence or willful misconduct of COUNTY. Acceptance of insurance required by this Agreement does not relieve Hospital from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by HOSPITAL's performance of its duties under this Agreement regardless if any insurance is applicable or not.
- B. COUNTY will indemnify, hold harmless and assume the defense of HOSPITAL, their officers, employees, agents, and elected or appointed boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from the COUNTY'S performance of its obligations under the Agreement or from any persons directly or indirectly employed by, or acting as agent for the COUNTY, excepting the sole negligence or willful misconduct of HOSPITAL.

- C. Notwithstanding any provision of the contrary, it is understood and agreed that neither the COUNTY nor the HOSPITAL shall be responsible under this Agreement for any damage or liability incurred by reason of any act or omission by the ALS Service Providers.

## VII. INSURANCE

Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. Professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$5,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

#### VIII. STATISTICAL DATA FOR MONITORING AND SYSTEM EVALUATION

- A. HOSPITAL agrees to cooperate with the EMS Agency in gathering and providing statistics and information for monitoring and evaluating Advanced Life Support programs, in accordance with the requirements of applicable privacy law.
- B. HOSPITAL agrees to participate in the Continuous Quality Improvement process in accordance with the policies and procedures adopted by the El Dorado County EMS Agency.

#### IX. EDUCATION

HOSPITAL shall:

- A. Provide, or cause to be provided, EMS pre-hospital personnel training and continuing education in accordance with policies and procedures of the EMS Agency (Ref H & S Code §1798.104).
- B. Ensure that all Emergency Department employees are oriented to the Base Hospital role and relevant EMS Agency policies and procedures.
- C. To the greatest extent possible, provide clinical experience with supervision for EMT-P students, and EMT-Ps, both during initial training and for continuing education.
- D. Provide for Continuing Education programs for EMT-P's, Base Hospital Physicians and emergency department nurses, on current topics of interest in emergency prehospital care.
- E. Provide access for ALS Provider staff to other relevant Continuing Education programs provided for HOSPITAL staff.

X. RECORD KEEPING

HOSPITAL agrees to:

- A. Maintain and release to the EMS Agency upon request, relevant records for program monitoring and evaluation of the advanced life support system, subject to applicable privacy laws.
- B. Document the annual additional operating costs and revenues specific to the provision of base hospital services.
- C. Provide emergency department diagnosis on all patients transported to the facility by ambulances based in El Dorado County.

XI. TRAUMA SYSTEM PARTICIPATION

- A. HOSPITAL agrees to participate in the collection and entry of patient data into the Trauma Registry.
- B. COUNTY agrees to support HOSPITAL's voluntary application for Level III Trauma Center designation.

XII. COMPLIANCE WITH LAWS AND POLICIES

- A. All services provided by HOSPITAL pursuant to this Agreement shall be in strict compliance with applicable State and Federal laws and regulation, and with local ordinances, regulations, resolutions, practices, and procedures established by the EMS Agency.

- B. During the performance of this Agreement, HOSPITAL and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. HOSPITAL and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. HOSPITAL and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. HOSPITAL and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. COUNTY shall provide HOSPITAL with a copy of any and all policies, procedures, and protocols referred to herein, and any changes or modifications or supplements thereto in a timely manner.
- D. HOSPITAL agrees to assist, cooperate with, or participate in any investigation by the COUNTY for the purpose of monitoring and evaluating the quality of HOSPITAL's medical direction of Advanced Life Support services.

### XIII. THIRD PARTY

This Agreement shall not be deemed to have been made for the expressed or implied benefit of any person who is not a party hereto.

### XIV. INDEPENDENT CONTRACTOR

This Agreement is an agreement by and between two independent contractors, those being the COUNTY and HOSPITAL, and is not intended to and shall not be construed to create the relationship of agency, servant, employee, partnership, joint venture, or association between them.

### XV. MODIFICATION OF AGREEMENT

From time to time, amendments to the provisions of this Agreement may be initiated by either party hereto and may be incorporated into this Agreement by mutual

consent and in writing as evidenced by resolution of the Board of Supervisors approving such modification.

XVI. WAIVER

The failure of either party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such terms, covenants or conditions, but all of the same shall be and remain in full force and effect.

XVII. NOTICES

All notices, demands, or other writings to be given, made, or sent under this Agreement, or which may be so given or made or sent to either party hereto, shall be deemed to have been duly given or made in writing and deposited in the United States mail, certified and postage prepaid and addressed to the respective parties as follows:

A. AGENCY: EMS Agency Administrator  
El Dorado County Emergency Medical Services  
415 Placerville Dr., Suite J  
Placerville, CA 95667

B. HOSPITAL: Base Hospital Coordinator  
Barton Memorial Hospital  
2170 South Avenue  
South Lake Tahoe, CA 96150

XVIII. CONTRACT ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Miles Julihn, EMS Agency Administrator, or successor.

XIX. VENUE

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. HOSPITAL waives any removal rights it might have under Code of Civil Procedure Section 394.

XX. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the

obligations set forth herein.

XXI. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

XXII. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereof, first being duly authorized, have executed this Agreement as of the date and year first above written.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charlie Paine, Chairman  
El Dorado County Board of Supervisors

**ATTEST:**  
Cindy Keck

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

**BARTON MEMORIAL HOSPITAL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William Gordon, Chief Executive Officer  
Barton Memorial Hospital