

## Chapter 5.16

### AMBULANCE SERVICES

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**5.16.01 Purpose.** Because of the geographic nature of the county and because unlimited ambulance service competition may result in substandard ambulance service throughout the county, it is in the interest of the public health, safety and welfare to establish a permit procedure whereby the number of ambulance services in specific areas of the county can be regulated and a high quality of ambulance service assured.

The purpose of this Chapter is to enact formal policies and regulations implementing and supplementing the current provisions of the Health and Safety Code, Division 2.5, Chapters 1

- 11, Sections 1797, et seq., and Title 22, Division 9, Chapters 1 - 8, Sections 100001, et seq., California Vehicle Code, California Highway Patrol Ambulance Drivers Handbook, and Local EMS Agency policies, to permit and regulate the operation of ambulance services and other medical transport systems within Tuolumne County. Nothing contained in this Chapter shall be construed to permit a deviation from the minimum, standards set forth in State statutes and regulations and nothing contained in this Chapter shall require duplication of certification of accreditation.

The Tuolumne County Board of Supervisors reserves the right to establish exclusive ambulance zones, in compliance with

Section 1797.224 of the Health and Safety Code, for the provision of emergency, nonemergency and interfacility transport of all patients that require the service of an ambulance and/or medical transportation.

The necessity to establish exclusive ambulance zones is predicated on public policy and the need for an organized system for emergency and non emergency response.

An effective ambulance system cannot be provided to the public unless a reasonable business environment is established that assures the stability of ambulance service providers.

In the event that an agreement is reached between the County of Tuolumne and its Local EMS Agency for services additional to those enumerated in the above-mentioned California Codes and Regulations, the County of Tuolumne retains the ability to reassign those responsibilities to the agency of their choice. (Ord. 2111, 1995)

**5.16.10 Definitions.** Definitions as stated in the laws, regulations and policies listed in Section 5.16.10 apply to this Chapter. In addition, the following definitions are used in this Chapter, unless the context otherwise requires, the words and terms contained in Sections 5.16.10(A) through Section 5.16.10(RR)(3), inclusive, have the meanings ascribed to them in those Sections.

(A) "ADVANCED LIFE SUPPORT (ALS)" means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, 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 direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.

(B) "AGENCY VEHICLE" means a vehicle, which responds to an emergency, the attendants of which may treat but not transport patients, and is operated and equipped at the LALS or ALS level by a provider agency under an

Ambulance Provider Agreement issued pursuant to this Chapter.

(C) "AMBULANCE" means a vehicle specially constructed, modified or equipped and used for the purpose of urgent transport of sick, injured, convalescent, infirm, or otherwise incapacitated persons who may require immediate measures to prevent loss of life or worsening of traumatic injury or illness, or have sudden need of medical attention.

(D) "AMBULANCE ATTENDANT" means a person who is minimally certified as an Emergency Medical Technician I - Ambulance (EMT-1A) whose primary duty is to care for the sick, injured or disabled persons while they are being transported in an ambulance.

(E) "AMBULANCE DRIVER" means a person properly licensed by the State of California as an ambulance driver and who is minimally certified as an Emergency medical Technician I - Ambulance (EMT-1A). These requirements do not apply to a person who operates an ambulance in the line of duty as a salaried full-time police officer, deputy sheriff, or fire fighter.

(F) "AMBULANCE PROVIDER" means a person, firm, partnership, corporation, or other organization which furnishes or offers to furnish ambulance service within an ambulance response zone.

(G) "AMBULANCE PROVIDER AGREEMENT" means an agreement between the local EMS Agency and an ambulance provider which stipulates conditions under which the provider operates in the provision of ambulance services within the County.

(H) "AMBULANCE RESPONSE ZONE" means a geographic area, the boundaries of which shall be determined by the Tuolumne County Board of Supervisors to assure strategic placement of ambulances and effective ambulance response, which may include one or more exclusive or non-exclusive operating areas as shown on the map "Ambulance Response Zones of Tuolumne County" on file in the office of the Clerk of the Board of Supervisors, and at the local EMS Agency.

(I) "AMBULANCE SERVICE" means the activity, business or service, for hire, profit, or otherwise, of transporting one or more persons by ambulance on, or in any of the streets, roads, highways, alleys, or any public way or place in this county, including the

provision of ALS or BLS services, and inter-facility transfer services.

(J) "AMBULANCE STATION" means the premises (including living quarters) located within an ambulance response zone from which the ambulance provider renders service to that zone.

(K) "APPLICANT" means any person, organization, or service provider who applies for an Ambulance Provider Agreement under this Chapter.

(L) "BASIC LIFE SUPPORT (BLS)" means emergency first aid and cardiopulmonary resuscitation procedures which, at a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

(M) "BOARD" means the Governing Board of the Local EMS Agency.

(N) "COMMERCIAL AMBULANCE SERVICE" means the operation of any ambulance for profit within Tuolumne County.

(O) "COUNTY" means the County of Tuolumne.

(P) "COUNTY ADMINISTRATIVE OFFICE" means the office of the Tuolumne County Administrative Officer as defined in Chapter 2.12 of the Tuolumne County Ordinance Code.

(Q) "DIRECTOR OF THE TUOLUMNE COUNTY HEALTH DEPARTMENT" means the current Tuolumne County Human Services Agency Director.

(R) "EMERGENCY MEDICAL SERVICES" means the services utilized in responding to a medical emergency.

(S) "EMERGENCY MEDICAL TECHNICIAN - 1, OR EMT-1" means an individual trained in all facets of basic life support according to standards prescribed by Health & Safety Code § 1797.80 and who has a valid certificate issued pursuant to this part. This definition shall include, but not limited to, EMT-I (FS), and EMT-IA (H&S Code 1797.80).

(T) "EMERGENCY MEDICAL TECHNICIAN - PARAMEDIC, OR EMT-P" means an individual whose scope of practice to provide advanced life support is according to standards prescribed by this division and who has a valid certificate issued pursuant to this part. (H&S Code 1797.85)

(U) "EQUIPMENT" means the equipment required in an ambulance, air ambulance or agency vehicle pursuant to this Chapter and equipment standards established by the Local EMS Agency.

(V) "EXCLUSIVE OPERATING AREA" means an Ambulance Response Zone, the boundary of which is determined by the Tuolumne County Board of Supervisors and assigned through an Ambulance Provider Agreement to one or more provider(s) of advanced life support ambulance services.

(W) "EXISTING AMBULANCE SERVICE PROVIDER" means an ambulance service provider who has been providing ambulance services in Tuolumne County prior to the enactment of this ambulance ordinance.

(X) "FIRST RESPONDER AGENCY" means an agency who provides personnel and equipment to respond to medical emergencies as part of the organized emergency medical services system in order to provide immediate basic life support procedures prior to the arrival of an ambulance personnel in their performance of rendering emergency medical care to a person or persons suffering from an acute illness or injury.

(Y) "FIRST RESPONDER" means personnel employed by a First Responder Agency who are trained to a level approved by the Agency to provide care and treatment of the sick and injured in conjunction with the organized emergency medical services system.

(Z) "HEALTH DEPARTMENT" means the Tuolumne County Department of Health Department.

(AA) "LIMITED ADVANCED LIFE SUPPORT (LALS)" means special service designed to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support and are those procedures specified pursuant to Section 1797.171, Division 2.5, of the California Health and Safety Code.

(BB) "LOCAL EMS AGENCY" means the agency, department, or office having primary responsibility for administration of emergency medical services in a county or region and which is designated pursuant to Health and Safety Code, Chapter 4 (commencing with Section 1797.200).

At the time of the writing of this chapter, Tuolumne County designates in a Joint Powers Agency (Alpine, Mother Lode, San Joaquin EMS Agency) with six other counties, pursuant to the

provisions of Chapter 5 (commencing with Section 6500), Division 7, Title 1 of the Government Code.

(CC) "MEDICAL TRANSPORT VEHICLE" means a vehicle, not an ambulance, specifically constructed, modified, equipped, or arranged to accommodate a stretcher or wheelchair and operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated persons not requiring urgent transportation.

(DD) "NON-EXCLUSIVE OPERATING AREA" means an ambulance response zone defined by the emergency medical services plan of the local EMS Agency and assigned through an Ambulance Provider Agreement(s) to one or more providers of advanced life support ambulance services.

(EE) "PATIENT" means a person who is sick, injured, wounded, or otherwise incapacitated or helpless and who may be transported in an ambulance, air ambulance or medical transport vehicle, or is cared for at the scene of an emergency by a certified or accredited attendant or a public provider agency, or who dies following the commencement of such transportation.

(FF) "PERSON" means a natural person, trust firm, partnership, association, corporation or public entity.

(GG) "PREHOSPITAL CARE REPORT FORM (PCRF)" means the Local EMS Agency's Prehospital Care Report.

(HH) "PUBLIC ENTITY SERVICE" means a service which is provided primarily as a public service by an agency of local government.

(II) "REPORTS" means accurate records upon such forms as may be provided or prescribed by the Local EMS Agency concerning the dispatch, emergency care, or transportation of any patient within or beyond the limits of Tuolumne County. Such reports shall be available, pursuant to policies of the Local EMS Agency, for inspection at any reasonable time and copies of such records shall be filed upon written request of the Local EMS Agency within two (2) working days.

(JJ) "SERVICE" means the operation of an ambulance, air ambulance, agency or medical transport vehicle to provide medical care or patient transportation within Tuolumne County.

(KK) "STATE" means the State of California.

(LL) "STATION" means an approved facility from which a unit is operated.

(MM) "SUBSTATION" means a approved subsidiary facility from which a unit is operated.

(NN) "TRANSFER" means the movement of a patient by ambulance or air ambulance from one hospital to another hospital, a medical facility, a home or other location.

(OO) "TRANSPORT" means the movement of a patient by ambulance or air ambulance from the scene of an emergency to a hospital.

(PP) "UNIT" means an ambulance, air ambulance, agency vehicle or any medical transport vehicle.

(QQ) "VOLUNTEER" means a person who:

1. Acts as a driver or attendant;
2. Does not receive more than 50 percent of his/her annual employment income from the EMS provider that is claiming volunteer status.

(RR) "VOLUNTEER SERVICE" means a service which:

1. Transports patients without compensation, other than reimbursements to defray the actual expenses of providing such service and;
2. Is either wholly or partly subsidized or otherwise operated under the auspices of some governmental or public agency, body or group, or any industrial or non-profit corporation and;
3. Uses volunteers. (Ord. 2111, 1995)

#### **5.16.15 Ambulance Response Zones.**

A. To assure strategic placement of ambulances and effective ambulance response, the Tuolumne County Board of Supervisors hereby establishes on (1) ambulance response zone consisting of all the area within the boundaries of Tuolumne County which is hereby designated as an exclusive operating area.

B. The number and boundaries of the zones, and their designation as exclusive and non-exclusive operating areas, may be changed by the Board of Supervisors upon recommendation of the Local EMS Agency. No such change shall be made until the Board of Supervisors shall, after investigation and public hearing, declare by resolution that the public convenience and necessity requires the change,

and that the change will promote the health, safety, and welfare of the general public.

C. The effectiveness of service within ambulance response zones and operating areas will be reviewed periodically by the Local EMS Agency. This review shall be presented to the Board of Supervisors. (Ord. 21111, 1995)

#### **5.16.20 Ambulance Provider Agreement.**

A. Ambulance Provider Agreement Requirement. No person (either as owner, agent or otherwise) shall furnish, operate, conduct, maintain or otherwise engage in or advertise, offer or profess to engage in the provision of ambulance service in Tuolumne County unless the person has made (and is entitled to hold) a currently valid Ambulance Provider's Agreement with the Local EMS Agency for Tuolumne County, pursuant to Title 22 of the California Code of Regulations of the State of California, Section 100001, et seq. No agreement is required for the delivery of persons picked up outside the County boundaries that are transported into the County by ambulances and non-emergency transport vehicles based and properly licensed outside Tuolumne County which:

1. transports a patient to a residence or facility outside the county; or
2. transports a patient from the County or through the County to a destination outside the County.

B. Initial application for Ambulance Provider Agreement - The following applies to the initial application for an ambulance provider agreement following the implementation of this ordinance:

1. Application for Exclusive Operating Area: Within sixty (60) days of the effective date of this ordinance, the ambulance service providers that have been continuously providing ambulance services in a particular exclusive operating area in the same manner and scope without interruption since January 1, 1981 (pursuant to H&S Code Section 1797.224) may apply for an Ambulance Provider Agreement to provide services in that exclusive operating area. If an Ambulance Provider Agreement is not granted to such applicant within 120 days of the effective date of this ordinance, other prospective ambulance providers may, within 30 days, submit applications for an Ambulance Provider Agreement to provide services in that area. These applications will be subjected to

competitive bid analysis by the County Administrative Office. This same competitive process shall be used whenever an Ambulance Provider Agreement for an exclusive operating area is terminated for any reason, or when a new exclusive operating area is designated.

2. Application for Non-exclusive Operating Areas: Within sixty (60) days of the effective date of this ordinance, all ambulance service providers wishing to provide ambulance services in a particular non-exclusive operating area shall submit applications for an Ambulance Provider Agreement to provide services in that area. Applicants that can evidence an ability to meet or exceed all of the standards established for ambulance service in that non-exclusive operating area may be granted an Ambulance Provider Agreement for that area, pursuant to Section 5.16.20(B)(6). Thereafter, applications will be accepted at six (6) month intervals or whenever an Ambulance Provider Agreement for the non-exclusive operating area is terminated for any reason.

3. Application Forms: Each application for the provision of ambulance service shall be made upon forms prescribed by the Local EMS Agency, and shall address the operational requirements of the specific operating area zone as specified by the Local EMS Agency.

4. Application Data: Each applicant who desires to provide ambulance services shall submit the following data:

- a. The names and addresses of the applicant, registered owner, partner, officer, director and controlling shareholder;
- b. The applicant's training and experience in the transportation and care of patients;
- c. The name under which the applicant has engaged, does, or proposes to engage in ambulance service;
- d. A standard financial statement for the previous fiscal year, prepared by a certified public accountant, and certified as being an accurate representation of the provider's financial viability;
- e. A description of each ambulance including: the make, model, year of manufacture, and vehicle identification number; current state license number; the length of time the vehicle has been in use; and the color scheme, insignia, name monogram and other distinguishing characteristics of the vehicle;

- f. A statement that the applicant owns or has under his/her control, in good mechanical condition, required equipment (which shall be enumerated for monitoring purposes) to consistently provide quality ambulance service in the area for which he/she is applying, and that the applicant owns or has access to suitable facilities for maintaining his/her equipment in a clean and safe condition;
- g. A description of the company's program for maintenance of the vehicles;
- h. A description of the number and type, frequency and private line of the vehicles' radios;
- i. A description of the locations from which ambulance services will be offered, noting the hours of operation, and the number of ambulance units to be deployed on each shift;
- j. A list, amended as required during the year for any changes in certified ambulance personnel, giving the name and certification level;
- k. A description of the company's training and orientation programs for attendants, dispatchers, and drivers, and provisions for continuing education of all personnel including BLS and ALS responders;
- l. Statement of the legal history of the applicant, including criminal and civil convictions, judgments, or liens;
- m. Evidence of the ability of the applicant to provide emergency ambulance service within established response times for each operating area applied for, twenty-four hours per day, seven days per week, year round; as specified by the Local EMS Agency;
- n. All current or proposed service charges and rate structure of the company;
- o. For privately owned ambulance company applicants, an affirmation that the applicant possesses and maintains currently valid California Highway Patrol Inspection Reports for each vehicle listed in the application, and submit a copy of the license issued by the Commissioner of the California Highway Patrol (in accordance with Section 2501, California Vehicle Code);
- p. Evidence of insurance coverage which meets or exceeds that required by California Vehicle Code section 16500, and meets or exceeds the standards set by the Local EMS Agency;
- q. The applicant may be requested to submit such other information as the Local

EMS Agency deems necessary for determination for compliance with this chapter.

5. Application Investigation: Upon receipt of a completed application and the required fee, the Local EMS Agency shall make or cause to be made such investigation to determine if:

- a. The applicant meets the requirements of this chapter, and of other applicable laws, ordinances and regulations; and
- b. That the radio in each vehicle is installed, is in good working order, and is integrated with the existing medical communications systems.

6. Agreement Issuance: Within ninety (90) days of receipt of an application, the Local EMS Agency shall make a determination to issue, or decline to issue, an Ambulance Provider Agreement for each exclusive operating area and one or more Ambulance Provider Agreements for each non-exclusive operating area in the County, based on: (1) whether the applicant meets all of the requirements for provision of ambulance services in the particular operating area and, (2) whether the public health, safety, and welfare support or require the making of an Ambulance Provider Agreement with the applicant. In making such determination, the Local EMS Agency shall consider, among other things: (a) the adequacy of existing service (s) and (b) whether the applicant has knowingly made a false statement of fact in such application.

7. Application Denial: If it is determined that an applicant does not, or will not, meet all requirements within this chapter and the ambulance provider agreement standards for the specified operating area, then the Local EMS Agency shall deny the application and notify the applicant of said decision in writing within ninety (90) days of the receipt of the application.

8. Appeal From Denial of Issuance: If an agreement cannot be reached between an applicant and the Local EMS Agency, the applicant may file an appeal within thirty (30) days with the Tuolumne County Board of Supervisors. A hearing on the request shall be scheduled within ninety (90) days from the receipt of a written request for an appeal hearing. The hearing may be held before a hearing officer designated by the Board of Supervisors.

9. Decision Finality: The decision of the Board of Supervisors or their designated

hearing officer rendered pursuant to this hearing shall be final.

C. Exclusive Operating Area Competitive Bid Process -- Applications submitted to the Local EMS Agency for the provision of ambulance services in an exclusive operating area, in the event of the necessity for a competitive bid process, will be subject to competitive bid process by the County Administrative Office, and the most qualified applicant that can evidence an ability to meet or exceed all of the standards established for ambulance service in that exclusive operating area (see Section 5.16.30-Ambulance Provider Agreement Standards, below) shall be granted the single Ambulance Provider Agreement for that area. The criteria used to evaluate the applications shall be the same as those identified above under Section B (6) Agreement Issuance, and in addition shall include whether the applicant was previously a holder of an Ambulance Provider's Agreement issued under this ordinance which has been revoked or not renewed. Each applicant shall receive a score for each criterion, including separate scores for each subsection listed under Section B (4) Application Data.

A competitive bid process will be used to determine the holder of the single Ambulance Provider Agreement in each exclusive operating area no less than every eight (8) years.

D. Term Of Ambulance Provider Agreement -- Shall be for no longer than four (4) years.

E. Application, Change Of Data -- The Ambulance service providers shall report immediately to the Local EMS Agency any change in the data required in Section 5.16.20(B)(4)(a), (i), (m), (n), (o) and (p) within ten (10) days.

F. Application, Transfer Of Ambulance Provider Agreements -- No agreement shall be transferred to another person, partnership, corporation, agency, or other organization except upon prior approval of the Local EMS Agency. Application for transfer of any ambulance provider's agreement shall be subject to the same terms, conditions, and requirements as if the application were for an original agreement.

G. Renewal Of Ambulance Provider Agreements -- Applicants for renewal of an ambulance provider's agreement under this chapter shall file with the Local EMS Agency an

application in writing, on a form furnished by the Local EMS Agency, which shall include information required in Section 5.16.20(B)(4). The application for renewal shall be accompanied by a renewal fee.

1. Exclusive operating areas - An Ambulance Provider Agreement for provision of ambulance services in an exclusive operating area which is granted in accordance with Section 5.16.20(C), of this ordinance, may be renewed no more than two (2) consecutive times.

2. Non-exclusive operating areas - An Ambulance Provider Agreement for provision of ambulance services in a non-exclusive operating area may be renewed more than once.

3. Renewal determination - An application for renewal shall be granted within ninety (90) days of receipt of the renewal application unless the Local EMS Agency, determines that;

a. The applicant has failed to comply with the terms and obligations of the Agreement.

b. The applicant fails to meet all the requirements for provision of ambulance services in the particular operating area.

c. The public health, safety and welfare no longer supports or requires entering into an Ambulance Provider Agreement with the applicant.

H. Penalties - Any person violating Section 5.16.20(A) of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), or by imprisonment not to exceed six (6) months, or by both such fine and imprisonment.

I. Variances And Temporary Agreements

1. The Local EMS Agency may grant a variance from the terms of this chapter if he/she finds such action is necessary to protect the public health, safety, or welfare. Such action may include the issuance of temporary ambulance agreements. Such variance or temporary agreements shall remain in effect for the period indicated by the Director of the Human Services Agency but not to exceed one hundred eighty (180) days.

2. The Local EMS Agency may authorize a temporary ambulance provider agreement to an ambulance service based outside the County and properly licensed by the California Highway Patrol up to three (3) days

(may be renewed) for special activities. Such agreement shall adhere to standards of this ordinance and shall contain such additional conditions and restrictions that the Local EMS Agency deems appropriate for the operation.

J. Contingency Plans - The Local EMS Agency may include contingency plans within the standards for an ambulance provider agreement for a specified ambulance response zone, for mandatory coverage of areas outside that ambulance response zone. These plans shall be implemented in the event of unforeseen circumstances resulting in a lack of ambulance response zone coverage. This contingency coverage shall be limited to a maximum of thirty (30) days. (Ord. 2111, 1995)

**5.16.25 Provider Fees.** The non-refundable application fee for an Ambulance Provider Agreement, an Ambulance Provider Agreement renewal, or a temporary Ambulance Provider Agreement, shall be provided for in the Tuolumne County Ordinance Code, Chapter 3.40. The Board of Supervisors may establish in the Ambulance Provider Agreement a fee for maintenance of the Ambulance Provider Agreement payable to the designated Local EMS Agency at the time the agreement is signed. These fees are to cover reasonable and direct costs to administer this ordinance and ensuing agreements. (Ord. 2111, 1995)

**5.16.30 Ambulance Provider Agreement Standards.** The Ambulance Provider Agreement shall address at a minimum the following standards for the provision of ambulance services in each specified ambulance operating area. These standards shall be designed to ensure the health, safety, welfare, and convenience of the public. These standards shall be reviewed for each zone initially and subsequently every two years by the Local EMS Agency. Any changes in these standards must be approved by the Tuolumne County Board of Supervisors after a public hearing is held.

A. Level Of Service Standards - The minimum standard for ambulance response shall be that one or more ambulances equipped and staffed to provide Advanced Life Support by at least one EMT-P, as specified by Local EMS Agency policy, shall be dispatched to all emergency calls. Ambulances equipped to provide Basic Life Support, and staffed by EMT-1As, may be used only for inter-facility transfer

or transport of patients in non-emergency calls with the exception of instances specified in the individual Ambulance Provider Agreements. No ambulance in Tuolumne County shall be equipped at less than BLS levels, or be staffed with fewer than two EMT-1As, pursuant to California Code of Regulations.

B. Personnel Standards - Including, but not limited to, orientation and special training, uniforms and appearance, safety apparel, identification, driver training, work-hour scheduling limitations, with due consideration for collective bargaining agreements and/or State and Federal regulations where they apply.

C. Ambulance Station Standards - Including, but not limited to, security, cooking facilities, and bedding (meeting at a minimum the standards in IWC Title 9 and Section 8 of the Federal Housing Authority), EMS bulletin board, location in zone, provision for storage and protection of ambulance.

D. Vehicle Standards - Including, but not limited to, description, make, model, mileage, CHP inspection, inspection and maintenance of equipment and documentation of same, vehicle retirement, radios, seat belts and other safety equipment, provision for cleaning.

E. Emergency Response Procedures And Standards - Including, but not limited to, mutual aid arrangements, restrictions on unauthorized response, and destination policy. Performance standards to include response times, transport time, and documentation methods, minimum number of units available to emergency response in operating area.

F. Insurance Coverage Standards

G. Advertisement Restriction

H. Performance Bond -- Every

Ambulance Provider's Agreement shall contain a provision that the holder of an Ambulance Provider Agreement post a performance bond in the aggregate amount of Two Million Dollars (\$2,000,000.00) to ensure the performance of the Ambulance Provider's Agreement. The County of Tuolumne shall be the beneficiary of the performance bond. Any state, county, or local government entity shall be exempt from the requirement of posting a performance bond if such an entity is awarded an Ambulance Provider's Agreement. (Ord. 2111, 1995)



**5.16.35 Ambulance Provider Agreement Suspension, Revocation, Non-Renewal, and Levying of Fines.**

A. Authority - The Local EMS Agency may suspend, revoke, or decline to renew an Ambulance Provider Agreement of levy fines for failure to comply with the provisions, standards, or requirements of their Ambulance Provider Agreement, or of state law or regulation, or of this chapter, or of any regulations promulgated hereunder. Additionally, the Local EMS Agency may suspend, revoke, or decline to renew an agreement or levy fines if (1) the provider fails to make and retain records showing its dispatch operations, or fails to make such records available for inspection by the Local EMS Agency, or, (2) the provider accepts an emergency call when it is either unable or unwilling to provide the requested service or fails to inform the person or dispatching agent requesting such service, of any anticipated delay in response, and fails to obtain consent of such person, or dispatching agent, before causing an ambulance to respond from a location more distant than the one to which the request was directed. Suspension is not a condition precedent to revocation, or non-renewal. A schedule of fines shall be approved by the Board of Supervisors.

B. Notice Issuance Prior To Suspension, Revocation, Non-Renewal Or Levying Of Fines -- Before suspension, revocation, non-renewal, or levying of fines of more than two hundred dollars (\$200.00), the Local EMS Agency shall give written notice to the provider specifying why such action is contemplated and giving the provider a reasonable period of time, not less than seven (7) nor more than fifteen (15) days to comply with the provisions in question, or to request a hearing to show cause against such action. The hearing shall be held not later than thirty (30) days after receipt of a request for such hearing.

C. Hearing -- At the hearing the Local EMS Agency has the burden of proof and shall present evidence as to why such action should be taken and to answer the evidence presented by the provider.

D. Hearing Officer -- Hearings conducted pursuant to this article shall be conducted before a hearing officer designated by the Chief Administrative Officer for the County. The hearing officer may issue subpoenas for the

production of documents or the attendance of witnesses. The hearing officer shall determine whether oral evidence at the hearing shall be recorded by a court reporter. At the conclusion of said hearings the hearing officer shall prepare a written statement setting forth in summary fashion his/her findings and conclusions with regard to the matters submitted for his/her decision. The parties shall equally bear the expense of the hearing officer and the cost of the hearing. Each party shall bear its own expenses.

E. Emergency Action -- The Local EMS Agency may reduce the period of time for compliance under a suspension or revocation notice to no less than 24 hours and set the matter for hearing immediately upon expiration of said period when the Local EMS Agency makes written preliminary findings that such action is necessary to protect the public health, safety and welfare. When, as a result of such an emergency proceeding, an agreement is suspended or revoked, the provider may request an additional hearing at which the provider will have the burden of establishing renewed compliance justifying reinstatement of the agreement. Such additional hearing will be commenced within five (5) calendar days of the provider's request. The request for, or the scheduling of, and additional hearing shall not stay operation of the suspension or revocation order.

F. Evidence -- In hearings conducted pursuant to this Chapter, evidence must be relevant, non-cumulative, and of such nature as responsible persons are accustomed to rely on in the conduct of serious affairs. So far as practicable, the hearing shall be conducted under Section 11513 of the Government Code and witnesses may be examined under Section 776 of the Evidence Code.

G. Decision Of Hearing Officer -- The written decision of the hearing officer, consisting of a summary of the evidence, his/her findings and conclusions shall be issued within thirty (30) days after the conclusion of the hearing. Judicial review of the decision of the hearing officer shall be held pursuant to the Code of Civil Procedure Section 1094.5 and 1094.6. Such review must be initiated by filing a petition for writ of mandate pursuant to Code of Civil Procedure Section 1094.5 not later than the ninetieth (90th) day following the date on which the decision of the hearing officer became final. The

decision of the hearing officer shall be final upon the date that it is mailed to the parties by certified mail. (Ord. 2111, 1995)

**5.16.40 Local EMS Agency Approval Prerequisite to Obtaining Business License.**

Receipt of a business license issued by any local governmental entity does not constitute permission to operate an ambulance or medical transport service until an Ambulance Provider Agreement required by this chapter has been authorized/issued by the Local EMS Agency. (Ord. 2111, 1995)

**5.16.45 Operation Standard and Procedures.**

A. An additional unit, unless exempt, in order to be placed into service, must have a current statement of safe operating condition and must be inspected by the California Highway Patrol and the Local EMS Agency to determine if it complies with this Chapter.

B. Each unit must be maintained in a safe operating condition, including all engine parts, body parts, and all other operating parts and equipment used in and on the unit. (Note: In this connection the Local EMS Agency shall periodically, and at least annually, require each holder of an Ambulance Provider's Agreement to certify that he/she has had inspected every unit under his/her control and supervision and that, in the opinion of a professional/Master Mechanic, the unit is in safe operating condition. Successful completion of an annual California Highway Patrol Ambulance Inspection is acceptable. A written copy of this certificate shall be submitted to the Local EMS Agency within ten days of the inspection.)

C. Each ambulance shall be equipped with mobile two-way radio and other communications equipment as required by the Local EMS Agency.

D. Units must have printed at a minimum on the front and rear thereof the unit number and name of the service. The reflective lettering for such identification shall be at least 4" in height.

E. Relatives of a patient and other persons may ride in an ambulance or medical transport vehicle at the discretion of the attendant(s). Three point restraints for utilization by each passenger riding in an ambulance or medical transport vehicle must be available in ambulances or medical transport vehicles

purchased after the effective date of this Chapter.

F. An ambulance service or entity granted an exclusive operating area as part of the Local EMS Agency plan, may adopt dispatch protocols and procedures which must be approved by the Local EMS Agency.

G. A holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following general operational requirements of providing ambulance service:

1. Complies with all of the requirements of this Ambulance Ordinance and other applicable statutes, including the Occupational Safety and Health Act relating to health, sanitation and safety, and with all the administrative rules promulgated thereunder.

2. Notifies the Local EMS Agency, upon making initial application or within 14 days of the date of registration, of any new "trading as," "division of," or "doing business as" names utilized by the holder of an Ambulance Provider's Agreement.

3. Displays the Local EMS Agency issued original ambulance service license at the ambulance service's primary place of business, in such a manner as to be clearly visible to employees/volunteers and customers or as otherwise directed by the Local EMS Agency.

4. Transports only patients for which it has the resources to provide appropriate medical care and transportation unless in transfers between medical facilities, the sending or receiving facility has provided medically appropriate life support measures, personnel, and equipment to sustain the patient during the transfer.

5. Makes available to the public, information regarding ambulance service rates charged by the holder of an Ambulance Provider's Agreement.

H. The holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following educational requirements of providing ambulance service:

1. Maintains current copies of these rules, and the documents referred to within these rules that are incorporated by reference, at the main business office and make these documents available for review by all employees/volunteers.

2. Provides an orientation to all new employees/volunteers that includes a review of the guidelines, policies and procedures, training objectives, program standards, protocols, regulations, and statutes relating to pre-facility and inter-facility care and transportation of patients by the ambulance service.

3. Provides a documented quality assurance program that shall be approved by the Local EMS Agency and which is appropriate to the size and level of service authorized by the Ambulance Provider's Agreement. Through a quality assurance program patient care shall be monitored on an ongoing basis and any violations of patient care protocols and standards shall be corrected through medical or administrative intervention. Acts which must be reported to the Local EMS Agency shall be reported in writing and in a timely manner.

4. The holder of an Ambulance Provider's Agreement has the responsibility to release copies of all records of continuing education obtained by an EMT through the service in a verifiable format to the requesting EMT/EMS within five (5) days of being requested.

5. The holder of an Ambulance Provider's Agreement shall comply with all applicable policies and procedures of the Local EMS Agency.

I. A holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following ambulance operational requirements of providing ambulance service:

1. Complies with all applicable statutes in the California Motor Vehicle Codes relating to motor vehicle and emergency vehicle operations.

2. Have in place an appropriate program of preventative maintenance to ensure that ambulances are maintained at a reasonable level of mechanical safety and reliability.

3. Maintains on file a written policy detailing the procedures to be followed when the mechanical condition of an ambulance before transport is sufficiently unreliable so as to endanger or potentially endanger the health, safety, or welfare of a patient or crew member.

J. A holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following record keeping

and reporting requirements of providing ambulance service:

1. Maintains a complete and current roster of ambulance personnel at the ambulance service's business office. The personnel roster shall contain each employee's/volunteer's name, certification or license number, social security number, the level of certification or licensure, and the dates of issuance and expiration of the certification or license.

2. Maintains complete and accurate records regarding the operation of the ambulance service and the care and transportation of each patient that the ambulance service responds to transport, or transports to, from, or within the State.

3. Maintains a current record of each emergency or non-emergency call at the service address or the location where the responding ambulance is based. The record shall be retained for not less than three (3) years and shall contain the following information:

a. Date and time of emergency call, location where service is needed, and identity of person receiving the call for ambulance service;

b. Identity of person or, when applicable, the name of the agency requesting an ambulance;

c. Identification of each ambulance and personnel dispatched and record of siren and red light use;

d. Explanation of any failure to dispatch an ambulance as requested;

e. Time of dispatch and times of arrival and departure from the scene of emergency;

f. Destination of patient and time of arrival at destination; and

g. Name or other identification of patient (if name is unavailable) or description of time requiring emergency transportation.

4. The record keeping mechanism may be in any permanent form including paper or on magnetic media provided that the information can be made readily available for inspection by the Local EMS Agency.

5. All records relating to an ambulance service's operations shall be retained by the holder of an Ambulance Provider's Agreement or the it's successors or assigns for not less than seven years from the date of implementation, purchase, dispatch, etc., or longer if so required by law or regulation.

6. A holder of an Ambulance Provider's Agreement shall submit to the Local EMS Agency such information, including survey information, that the Local EMS Agency may reasonably require.

7. When an ambulance operated by a holder of an Ambulance Provider's Agreement is involved in any reportable motor vehicle accident, the holder of an Ambulance Provider's Agreement shall submit a legible copy of the California Division of Motor Vehicles accident report to the Local EMS Agency within 30 days.

8. A holder of an Ambulance Provider's Agreement shall require its employees/volunteers to complete a Prehospital Care Report Form (PCRF).

a. A PCRF shall be initiated in each instance where an ambulance arrives on the scene and patient contact or contact with families or other parties present, for the purpose of ascertaining any information relevant to the medical care of the patient is initiated. A PCRF is not required on a documented no-patient call.

b. A complete PCRF or such portions thereof as specified by the Local EMS Agency shall be prepared by ambulance personnel and the form delivered to appropriate hospital staff before departure from the emergency department.

c. If an ambulance crew is unable to complete the PCRF while in the emergency department as a result of immediate and verified need to respond to an actual and existent request for emergency aid, the ambulance crew may depart from receiving written verification from the receiving physician that sufficient patient information has been transferred to support and timely continuation of patient care. The holder of an Ambulance Provider's Agreement is responsible for returning the completed PCRF within 12 hours of the time the ambulance crew departs the hospital or prior to the crew going off-duty, whichever occurs first.

d. The following written information shall be left with each patient delivered to a hospital emergency department or trauma resuscitation area in call cases: the name, age, gender, and address of the patient; the patient's chief complaint and history of the event which precipitated the request for ambulance service; all medications administered to the patient by the ambulance crew, including dosages and times of administration; a minimum of one set of vital signs unless the initial vital signs are unstable,

including pulse, blood pressure, respiratory rate, and electrocardiographic rhythm; where vital signs are unstable, serial vital signs shall be recorded at not less than 10 minute intervals; a list of the patient's current medications and allergies; clinical impression of the crew; names of each ambulance crew member participating in the call and the signatures thereof; name of the ambulance service and the ambulance vehicle identifier.

e. Where a patient is unconscious, a poor historian due to age, altered mental status, in critical condition as defined by the medical director's standing orders, neurologically compromised, has unstable vital signs, or where child abuse is suspected, the following mandatory information must be recorded on the PCRF; history of the event leading to the request for ambulance service, narrative summary of examination, pertinent physical findings, and treatment rendered.

9. The provisions of Section 5.16.45(J)(7), above, shall apply if the patient dies before being transported, while being transported, or at any time while under the care of the holder of an Ambulance Provider's Agreement's employees/volunteers.

10. Destruction of a PCRF.

a. Except for a minor patient, unless a patient is notified, an ambulance service may not destroy a medical record or report about a patient for seven (7) years after the record or report is made, or longer if so required by law or regulation.

b. In the case of a minor patient, a medical record or report about a minor patient may not be destroyed until the patient attains the age of majority plus three years or for seven (7) years after the record or report is made, whichever is later, unless the parent or guardian of the minor patient is notified. The notification shall:

(i) Be made by first class mail to the last known address of the patient;

(ii) Include the date on which the record of the patient shall be destroyed; and

(iii) Include a statement that the record or synopsis of the record, if wanted, shall be retrieved at a designated location within 30 days of the proposed date of destruction.

11. Any ambulance service record shall be organized so as to allow the ambulance service to locate, within a reasonable amount of

time, a record given a patient's name, the date and time of a call.

12. All ambulance service records shall be made available for inspection by the Local EMS Agency.

13. Any change in a service's ambulance fleet must be filed by the holder of an Ambulance Provider's Agreement with the Local EMS Agency within ten (10) days of its occurrence.

14. Each service shall submit operational information as required by the Local EMS Agency.

15. Any alleged violation of this Chapter must be reported to the Local EMS Agency.

K. A holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following communications and dispatching requirements of providing ambulance service:

1. Have a valid license from the FCC to operate an EMS radio on assigned frequencies, or proper authorization from another agency holding a valid FCC license to operate on designated radio frequencies;

2. Have 24 hour-a-day phone answering and dispatching capabilities;

3. Provide a reliable means of alerting and communicating with an ambulance crew before, during and after an ambulance call;

4. Immediately route all emergency calls received from the public on any of the holder of an Ambulance Provider's Agreement's seven digit telephone number to the Public Safety Answering Point (PSAP), which is a 24 hour communications facility established as an answering location for 9-1-1 calls originating within the given service area. A primary PSAP receives all calls for emergency medical services directly from the public. A secondary PSAP only receives calls from a primary PSAP on a transfer or relay basis;

5. Any request for an ambulance received on the holder of an Ambulance Provider's Agreement's seven digit telephone number must be answered by a live person or have an answering machine referring the caller to the appropriate emergency telephone number; and

6. Maintain ambulance dispatch records. (Ord. 2111, 1995)

#### **5.16.50 Required Personnel.**

A. In addition to any other requirements contained herein, no service may utilize a driver to operate a unit unless:

1. He/she is familiar with the geographic area of the organization's service area;

2. He/she has adequate knowledge of all the hospitals with the organization's service area;

3. He/she can operate a two-way radio; and

4. He/she can drive a unit under emergency conditions.

B. Each service or agency must provide written notice to the Local EMS Agency within ten (10) days of any change in personnel or units unless an alternate plan has been approved by the Local EMS Agency.

C. Services may utilize only those drivers and attendants who are appropriately licensed, certified and accredited.

D. Every advanced life support transport unit when in operation must be staffed, at a minimum, by two personnel, one of whom must be locally accredited as an EMT-P and one of whom must be certified as an EMT-IA, unless exempt.

E. Every limited advanced life support transport unit when in operation must be staffed, at a minimum, by two personnel, one of whom must be locally certified at the limited advanced life support level and one of whom must be certified as an EMT-IA, unless exempt.

F. Every Basic Life Support transport unit, when in operation must be staffed, at a minimum, by two personnel, both of whom must be certified as an EMT-IA, unless granted a waiver from the California Highway Patrol (Title 13, California Code of Regulations, Section 1108 and California Vehicle Code Section 2512).

G. An agency vehicle endorsed at the LALS level must have at least one individual locally certified as an EMT-II, or if endorsed at the ALS level, one locally accredited EMT-P.

H. All providers are responsible to implement reasonable employee shift schedules to avoid problems of sleep deprivation, fatigue, and incompetent performance.

I. Services must insure that their attendants are free of physical defects or diseases which may impair their ability to attend

to patients. No person, service or agency shall be out of compliance with Government Code, Section 8355, in matters relating to providing a drug-free work place.

J. Drivers and attendants utilized on medical transport vehicles shall be at least eighteen (18) years of age, shall hold a current certificate in level C basic cardiac life support from the American Heart Association/American Red Cross, and shall demonstrate compliance with all applicable State and local laws and regulations.

K. The holder of an Ambulance Provider's Agreement license shall not schedule or allow an employee/volunteer to serve on an ambulance who is impaired by excessive fatigue, illness, injury or other factors which may reasonably be anticipated to constitute a threat to the health and safety of patients or the public. As baseline the Local EMS Agency shall expect that an employee/volunteer shall be afforded at least three hours of uninterrupted rest during a 24-hour period of work, although other combinations of work and rest may be reasonable and appropriate. An employee/volunteer may not operate an ambulance or render patient care at any time while the employee's/volunteer's ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness, or any other cause, as to make it unsafe for the employee/volunteer to begin or continue to operate an ambulance or provide patient care. It is the responsibility of the employee/volunteer to immediately notify the employee's/volunteer's supervisor if this occurs. This rule shall not preclude the holder of an Ambulance Provider's Agreement from taking reasonable and necessary actions to assure continuity of service in the event of extraordinary events including but not limited to disaster, mass casualty incident, atypical weather, and similar events. (Ord. 2111, 1995)

#### **5.16.55 Insurance Requirements.**

A. The holder of an Ambulance Provider's Agreement shall obtain and keep in force during the term of said Ambulance Provider Agreement the following insurance coverage issued by a company authorized to do business in the State of California. The required insurance coverage may be revised as deemed necessary by the Board.

1. Comprehensive General Liability Insurance to include coverage for bodily injury, property damage, blanket contractual, and personal injury. Minimum limits of liability will be at least \$3,000,000 per occurrence, combined Single Limit Bodily Injury and Property Damage.

2. Workers' Compensation Insurance for Statutory Compensation Coverage. Employer's Liability Insurance with limit not less than \$1,000,000 per occurrence.

3. Comprehensive Auto Liability at a minimum of \$3,000,000 per occurrence, combined Single Limit Bodily Injury and Property Damage. Minimum coverage for medical transport vehicles is \$3,000,000. The coverage for all holders of an Ambulance Provider's Agreements must include owned auto, non-owned auto, hired auto, and cross liability or severability of interest clause in policy.

4. Professional Liability for all employees providing service. Error or omission and failing to render professional services coverage. Minimum limits for medical transport vehicles is \$1,000,000. All other holders of Ambulance Provider's Agreements must have a minimum of \$1,000,000 coverage.

B. Said insurance shall contain coverage expressly recognizing the indemnification obligations assumed by the ambulance business or applicant in accordance with this chapter, but shall not be construed to limit in any manner the amount of ambulance business or applicant's liability thereunder; providing further, where permitted by the carrier, said insurance shall expressly name County, its governing board, agents, officers and employees as additional insured.

C. Said insurance shall not be subject to cancellation or reduction without sixty (60) days prior written notice to County. The insurance carrier shall serve written notice to the Local EMS Agency.

D. Each unit placed in operation by the commercial service shall be included within the scope of the required insurance coverage and limits, and shall be operated pursuant to the Ambulance Provider Agreement issued in accordance with this Chapter.

E. Certificate(s) of insurance satisfactory to the Tuolumne County Risk Manager must be approved before ambulance service commences.

F. The provisions of Section 5.16.55 regarding liability insurance do not apply to services provided by the State.

G. Upon receipt of any notice of cancellation or non-renewal of an insurance policy, the Local EMS Agency shall either (1) confirm that the provider immediately reinstates insurance coverage prior to cancellation; (2) procure substitute provider coverage and order the holder of the Ambulance Provider's Agreement to cease service in Tuolumne County and to surrender any Ambulance Provider Agreement issued pursuant to this Chapter; (3) see that the insurance is reinstated at the provider's expense; or (4) obtain substitute provider coverage until the matter is resolved at provider's expense. (Ord. 2111, 1995)

**5.16.60 Vehicle Equipment and Personnel Housing Requirements.**

A holder of an Ambulance Provider's Agreement has the responsibility of ensuring that the service, employees/volunteers and agents meet the following housing of employees/volunteers, ambulances and equipment requirements of providing ambulance service:

1. The station where an employee/volunteer who is working a 24 hour shift may retire to for the purpose of sleeping or otherwise resting;

2. The station that is equipped with adequate toilet, hand-washing and shower facilities with hot and cold running water, antiseptic soap and clean towels for hand and body drying;

3. Maintains separate areas for clean and soiled linen receptacles in accordance with the applicable Occupational Safety and Health Administration and other rules governing the handling of special medical wastes;

4. Maintains a designated secure area for storing, or an alternate method and written policy for identification and storage of, all medications which are deteriorated, outdated, misbranded, adulterated or otherwise unfit for use. This area or policy must provide for the physical separation of defective supplies so that products shall not be confused with usable products. Security procedures are unusable medications, fluids and controlled substances shall be the same as for usable supplies;

5. Maintains a separate area to place malfunctioning patient care equipment out of service until the equipment has been repaired

or replaced or enforces a written policy for an alternate method of identification and storage to assure that defective equipment will not be used;

6. Shall maintain a drug and equipment inventory as required by the Local EMS Agency.

7. Ambulances available for or subject to a call shall be kept in garages heated to at least to 60 degrees Fahrenheit or equipped with suitable engine block, passenger compartment, and drug heaters to allow immediate engine starting and prevent chilling of medical supplies at normal environmental extremes. An adequate "ready stock" of pharmacologic solutions shall be maintained at either 60 degrees Fahrenheit or above the freezing point of any drugs carried onboard the ambulance, whichever is higher. (Ord. 2111, 1995)

**5.16.65 Requirements for Interior Configuration, Design and Dimensions of Ground Units.**

A. Each ground ambulance unit placed in service after July 1, 1991, must when purchased be configured to meet the mechanical and electrical standards established by the United States Department of Transportation in its specifications designated Docket KKK-A-1822, as amended from time to time.

B. In addition to meeting the requirements in Section 5.16.60 and Section 5.16.65, inclusive, LALS and ALS units must, where noted:

1. Space as required by Docket KKK-A-1822, as amended from time to time;

2. Have additional shelf and other storage space sufficient for controlled substances including locked storage in accordance with Section 5.16.80;

3. Have proper storage of other medical equipment and supplies to prevent patient injury in transit and to meet approved procedures for management of patients and;

4. Have a system which will control temperature adequately to maintain the integrity of the medical supplies and drugs as well as the health and safety of the patients and attendants. (Ord. 2111, 1995)

**5.16.70 Station Requirements.**

A. Every station and substation used in a commercial or public entity service must meet the following requirements:

1. Local Building and Fire Codes;

2. The station must be a structure with a system to communicate with each ambulance operating from the station or substation and have adequate sanitary storage space for equipment and material to be used in the operation of the service;

3. The substation must be capable of communication with a central dispatch facility with both a primary and a secondary two-way communication system;

4. Every station and substation must be properly located to permit any ambulance operating therefrom rapid and safe egress to a main thoroughfare;

5. Every station and substation must have adequate off street parking space for all units operating therefrom;

6. Every station, unless the service participates in a central dispatch facility approved by the Local EMS Agency, must be attended by a dispatcher on a 24-hour basis;

7. Every station shall be in compliance with all applicable OSHA requirements.

8. Every station and substation must be in clean and sanitary condition and have suitable sleeping quarters for attendants who are scheduled to work a 24-hour shift which are private and separate from operational areas.

B. Every station and substation shall be inspected prior to the issuance of any Ambulance Provider Agreement and, thereafter, shall be inspected at least once yearly by the Local EMS Agency for the purpose of determining whether or not the station or substation is in compliance with this Chapter and any other Tuolumne County regulations. (Ord. 2111, 1995)

**5.16.75 Drugs, Dangerous Drugs, and Controlled Substances.** All Administration, supply, resupply, documentation, storage and security measures and destruction of drugs, dangerous drugs, controlled substances and hypodermic devices must be in compliance with all laws and regulations of the state and federal government and the Local EMS Agency. As used in this Section, drugs, dangerous drugs and controlled substances have the meaning ascribed to them in the State Board of Pharmacy Regulations. Any provider agency that stockpiles drugs shall have a medical director and/or a clinical pharmacist. (Ord. 2111, 1995)

#### **5.16.80 Inspections.**

A. The Local EMS Agency shall inspect, or cause to be inspected, every unit before it is placed into use, and annually thereafter. Such inspections do not duplicate, and shall not be in lieu of, inspections performed or required by the California Highway Patrol.

B. After inspection, a written report shall be prepared indicating every violation or omission of any requirements, standards or provisions contained in this Chapter with respect to the unit inspected. The report shall set a time period for correction of each violation or omission. A copy of the report shall be given to the holder of the Ambulance Provider's Agreement of the service concerned.

C. In addition to the routine inspections required in Section 5.16.85(A), the Local EMS Agency may make unannounced non-routine inspections of any unit, attendant, volunteer, pilot or air attendant, station or substation regulated here under, for the purpose of determining whether or not any aspect of a service subject to this Chapter is, or is not, in compliance with the Chapter. A written report shall be prepared pursuant to Section 5.16.85(B). (Ord. 2111, 1995)

**5.16.85 Enforcement.** Enforcement of this Chapter is the primary responsibility of the Local EMS Agency. (Ord. 2111, 1995)

**5.16.90 Unprofessional Conduct.** All personnel of the holder of an Ambulance Provider's Agreement shall maintain and exhibit the highest professional conduct and standards during the performance of his/her job duties. Any personnel who exhibits unprofessional conduct, as defined in this section, during the performance of his/her job duties shall be subject to disciplinary action by the Local EMS Agency. The Local EMS Agency shall establish policies and procedures for personnel discipline consistent with the provisions of Health and Safety Code § 1798.200 et seq. and Title 22 of the California Code of Regulations, Chapter 7.

A person exhibits unprofessional conduct if he/she fails to maintain that standard of performance, exercise that degree of skill, care, diligence and expertise, or manifests that professional demeanor and attitude which is ordinarily exercised and possessed by other persons in similar position in California.



Unprofessional conduct includes, without limitation:

1. The use of obscene, abusive, slanderous or threatening language;
2. The use of unreasonable force which unnecessarily increases or inflicts pain upon a patient;
3. Conviction of an offense, a diversion status, a nolo contendere guilty plea if the acts involved have a direct bearing on entrusting the person to serve the public;
4. Disclosing the contents of examinations for certification or recertification;
5. Violation of the confidentiality of health records except as allowed or required by law or regulation and;
6. Possessing, diverting or using medical supplies, equipment or drugs for personal or unauthorized use.
7. Possession of any firearms or other weapons while on duty or engaged in the performance of prehospital care duties, unless authorized by law. (Ord. 2111, 1995)

**5.16.95 Administrative Hearing Process.** An administrative/appeal process shall be established and administered by the Local EMS Agency. (Ord. 2111, 1995)

**5.16.100 Complaints.**

- A. Complaints regarding alleged violations of this Chapter shall be made in writing. The Local EMS Agency may require the complainant to specify:
  1. The Section of the Chapter alleged to have been violated.
  2. The date, time and location of the alleged violation;
  3. The person and/or service involved and;
  4. The circumstances or details which support the allegation of a violation.
- B. The complainant may be requested to personally present additional information to substantiate the complaint.
- C. Based upon information obtained from the complainant, the Local EMS Agency shall make a determination whether to proceed with the investigation and to set a priority for conducting the investigation.
- D. The person and service alleged to be in violation shall be notified by the Local EMS Agency.

E. The complaint investigation may include a review of any applicable records, tapes, personal statements, affidavits or other items deemed relevant by the Local EMS Agency. A summary report detailing the findings of the investigation shall be prepared.

F. At the conclusion of the investigation, the complainant shall be afforded the opportunity to receive copies of documents associated with the complaint investigation.

G. The Local EMS Agency shall determine if any disciplinary action should be taken at any time during the complaint investigation process.

H. When the Local EMS Agency is separate from Tuolumne County Government, complaints received by the Tuolumne County Health Department that are potential violations of California Health and Safety Code, Section 1798.200, shall be referred to the Local EMS Agency for necessary action. (Ord. 2111, 1995)

**5.16.105 Compliance.** Except as otherwise provided herein, every service must be in compliance with this Chapter within 90 days after ordinance approval by the Tuolumne County Board of Supervisors. (Ord. 2111, 1995)

**5.16.110 Exemptions From Requirements for Ambulance Provider Agreement.** The following shall be exempt from the provisions of this Chapter:

1. The occasional use of a vehicle not ordinarily used in the business of transporting persons who are sick or injured when an authorized form of approved medical transportation is not available in a life/death situation;
2. A vehicle not ordinarily used as a Unit in case of a major catastrophe or emergency, when services with Ambulance Provider Agreements are insufficient to render the services required;
3. Persons rendering service as attendants in case of a major catastrophe or emergency when Ambulance Provider Agreement attendants cannot be secured;
4. An ambulance or medical transport vehicle based and properly authorized outside the County shall be authorized to transport a patient to or through the County but shall not be authorized to transport patients originating in the County;

5. A volunteer ambulance service is being operated from a location, station or headquarters outside of Tuolumne County, does not conduct the majority of its business within the boundaries of Tuolumne County, and the patients transported by said service are picked up at a point outside the boundaries of Tuolumne County and transported to a medical facility within Tuolumne County.

6. Volunteer units based outside Tuolumne County, except that any such unit receiving a patient within Tuolumne County for transport to a location within Tuolumne County shall comply with the provisions of this Chapter;

7. Volunteer attendants based outside Tuolumne County;

8. Units owned and operated by search and rescue organizations chartered by the State as corporations not for profit or otherwise existing as nonprofit associations which are not regularly used to transport patients except as part of rescue operations may apply to the Local EMS Agency for an exemption; or

9. Units owned and operated by an agency of the United States Government or State of California. (Ord. 2111, 1995)

**5.16.115 Miscellaneous Requirements.** The following miscellaneous provisions on the operation of units with Tuolumne County apply with respect to any Ambulance Provider Agreement:

1. No county, city or other political subdivision within Tuolumne County may operate a service in violation of this Chapter;

2. Personnel records of all certified personnel or personnel of the holder of an Ambulance Provider Agreement are confidential and may only be made available to the person who is the subject of the records, and the Local EMS Agency, as provided by law;

3. A registered nurse employed by a service is subject to this Chapter. Any violation of this Chapter by a registered nurse may result in investigation by the Local EMS Agency and possible referral to the California State Board of Registered Nurses;

4. It is the responsibility of the employer of record to forward any notice issued under this Chapter to a person or persons in their employ, which is undeliverable to the address of record, to that person or persons at their next work shift;

5. Medical transport vehicles will carry portable oxygen to supplement patients who own oxygen supply may run out and will also carry a first aid kit, as determined by the Local EMS Agency;

6. Public Entity services shall demonstrate availability of mutual and/or automatic aid agreements, with adjacent ambulance service areas, which ensure dispatch of the nearest appropriate ambulance. Mutual and/or automatic aid agreements must be reviewed and filed with the Local EMS Agency; or

7. Emergency ambulance services shall participate with adjacent ambulance service areas in mutual and/or automatic aid agreements which are approved by the Local EMS Agency. (Ord. 2111, 1995)

#### **5.16.120 Special Events.**

A. Events with high risk and/or high exposure will be required to have Tuolumne County Ambulance Provider Agreement ambulances with appropriate personnel and equipment present. Criteria used to evaluate need will include:

1. Nature of the event;
2. Anticipated attendance;
3. Nature of the crowd; and
4. Geography and physical

characteristics of the event site.

B. All permit applicants for special events expecting 5,000 participants and/or attendees shall submit appropriate medical plans, in a format established by the Local EMS Agency, for approval by the Local EMS Agency. Public health plans shall be submitted for approval to the Director of the Human Services Agency. A copy of each of those plans shall be submitted to the Tuolumne County Office of Emergency Services.

C. Guidelines for the public health plans will be promulgated and approved by the Public Health Officer and guidelines for medical plans will be promulgated and approved by the Local EMS Agency.

#### **5.16.125 Ambulance Rates.**

A. The Tuolumne County Board of Supervisors may adopt procedures for reviewing and regulating ambulance rates in the County. If regulated, the holders of an Ambulance Provider's Agreement shall not charge more than

the rates adopted by the Tuolumne County Board of Supervisors.

B. No charge shall be made for transporting uninjured or well persons who accompany a patient when these persons are not treated at an emergency care facility.

C. If regulated, the schedule of rates may be adjusted by the Tuolumne Board of Supervisors upon the receipt of a request from the holder of an Ambulance Provider's Agreement to the Local EMS Agency. The Local EMS Agency shall submit a report to the Tuolumne County Board of Supervisors, which shall conduct a public hearing regarding the requested rate increase.

D. A rate change when approved by the Tuolumne County Board of Supervisors, as applicable, shall be effective on the date of approval.

E. Current rate categories and charges shall be posted at each holders of an Ambulance Provider's Agreement's place of business.

F. This Section shall not apply to agencies whose rates are set by public hearing procedure. (Ord. 2111, 1995)

#### **5.16.130 Interfacility Transfers.**

A. Each ambulance provider participating in the transfer of patients with an ambulance will conform to all laws, rules and regulations set forth in the California Health and Safety Code and Local EMS Agency policies applicable to interfacility transfer of patients, and pursuant to any formal transfer agreements between transferring and receiving facilities involved.

B. Treatment performed by an ambulance for the patient in transport, shall be provided with appropriate medical care, including personnel and equipment, according to the California Health and Safety Code and applicable Local EMS Agency policies. (Ord. 2111, 1995)

#### **5.16.135 Disaster Operations.**

A. Each holder of an Ambulance Provider's Agreement shall make ambulances available to the County during times of disaster or large scale system emergencies in accordance with the Multi Casualty Incident Plan. Ambulances shall report to a County designated dispatch center via radio for direction. The designated dispatch center shall coordinate all dispatch functions for said ambulances during

the event. All ambulances shall remain under the control of the County until released.

B. Holders of an Ambulance Provider's Agreement shall make every effort to call in off-duty personnel to staff additional ambulances as necessary to meet system demands.

C. Holders of an Ambulance Provider's Agreement shall have on file with the Local EMS Agency and the Tuolumne County Emergency Services Area Coordinator, its disaster response and personnel call-back plan.

D. All management and field personnel of holders of an Ambulance Provider's Agreement shall follow the guidelines and directions of the Tuolumne County Multi-Casualty Incident Plan during the event.

E. At least once a year, holders of an Ambulance Provider's Agreement shall participate in a County organized disaster exercise by providing staff and equipment as necessary to meet the exercise objectives. All of holders of an Ambulance Provider's Agreement's costs associated with their participation in the disaster exercise shall be the sole responsibility of the holder of an Ambulance Provider's Agreement. (Ord. 2111, 1995)

#### **5.16.140 Patient Rights with Regards to Emergency Medical Care and Transportation.**

A holder of an Ambulance Provider's Agreement shall maintain written policies and procedures with regards to a patient's rights. The policies and procedures must ensure that a patient has the right to be treated with consideration, respect, and full recognition of human dignity and individuality. These rights are in addition to any other rights provided for in law.

The patient care policies and procedures must include but are not limited to:

A. Considerate and respectful care;

B. Information from the ambulance service necessary to secure an appropriate consent for transport and emergency medical care;

C. The opportunity to refuse transportation or care when apparently competent to do so;

D. Reasonable privacy concerning a patient's transportation and care;

E. Confidentiality of all communications and records relating to patient

transportation and care except to the extent otherwise required by law;

F. Reasonable response to a request for services once the ambulance service is engaged to provide service and service that is within reasonable limits of the scheduled pickup and delivery times;

G. Reasonable continuity to care once the ambulance service is engaged to provide service;

H. An opportunity to examine and receive an explanation of the bill for service; and

I. An environment in the ambulance that is free from recognized hazards and unreasonable annoyances. (Ord. 2111, 1995)

#### **5.16.145 Administrative Reviews and Appeals.**

All reviews and appeals from decisions made by the Local EMS Agency pursuant to this Chapter shall be brought before the Tuolumne County Board of Supervisors. The Tuolumne County Board of Supervisors hereby reserves the right to review and approve, disapprove or modify any decision made by the Local EMS Agency pursuant to this Chapter. (Ord. 2111, 1995)

#### **5.16.150 Prohibited Acts.**

A. No person or service may represent, advertise or imply that it is authorized to provide ambulance or medical transport services unless the service has a current authorization for operation from the Local EMS Agency.

B. No service or agency may use EMT-II, EMT-Ps and/or registered nurses unless the service or agency has a current Ambulance Provider Agreement authorization by the Local EMS Agency and the service operates in accordance with all provisions of this Chapter.

C. No person may operate a unit within Tuolumne County unless the unit meets the following operation standards:

1. No unit may be dispatched unless it is fully operational and;

2. The unit at the time it is in use or on call contains equipment and supplies such as are applicable for any specific unit and specified in Section 5.16.60, and 5.16.65, whichever may be applicable.

D. No person may operate any unit while under the influence of any intoxicating liquor or controlled substance or any drugs that impair the ability to carry out responsibilities.

E. No unit may be dispatched with any soiled, dirty or contaminated bandages, dressings, bedding, materials or equipment contained in the patient compartment, unless properly bagged.

F. No person, service or agency shall be out of compliance with Government Code, Section 8355, in matters relating to providing a drug-free work place.

**5.16.155 Severability.** Should any Section, paragraph, sentence, clause or phrase of this Chapter be declared unconstitutional or invalid, for any reason, the remainder of the Chapter shall not be affected thereby. (Ord. 2111, 1995).