

**COUNTY OF MONTEREY
EMT-EXPANDED SCOPE SERVICE PROVIDER AGREEMENT**

BACKGROUND

This is an agreement ("Agreement") between Monterey County Regional Fire Protection District, hereinafter ("PROVIDER") and the County of Monterey, acting through its Emergency Medical Services Agency ("EMS AGENCY").

PROVIDER is a Monterey County EMS Agency approved ambulance and paramedic first response provider that participates in the Monterey County Emergency Medical Services (EMS) System by responding to medical emergencies within its jurisdiction. PROVIDER applied and EMS AGENCY approved PROVIDER to provide services at the EMT-Expanded Scope level of service within its jurisdiction.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. General Terms

- 1.1 All services furnished by PROVIDER under the Agreement shall be rendered in full compliance with all federal, state, and local laws, ordinances, rules, regulations, and EMS AGENCY Policies and Procedures.

2. Term of Agreement

- 2.1 This Agreement becomes effective once signed by authorized representatives for all parties, and shall continue for five (5) years, until statutory or regulation changes no longer support this level of service, or as provided in Section 13 of this Agreement. EMS AGENCY and PROVIDER shall review the provision of EMT-Expanded Scope services every two (2) years, beginning April 2025, to ensure the terms of the Agreement are being met.

3. Type of Agreement

- 3.1 This agreement is an EMT-Expanded Scope service provider agreement, to allow the EMT-Expanded Scope service provider to participate in the EMS system as an EMT-Expanded Scope Service Provider.

4. Scope of Services/Geographic Area to be Served

- 4.1 PROVIDER is hereby authorized to provide Basic Life Support and EMT-Expanded Scope skills within the "Primary Service Area" identified on the map and attached as Exhibit A until patient care is transferred to another authorized provider or authorized receiving facility, pursuant to EMS AGENCY policies and procedures.
- 4.2 PROVIDER may also provide Basic Life Support and EMT-Expanded Scope

skills on automatic aid and mutual aid calls within and outside of Monterey County. This shall not be construed to allow PROVIDER to routinely or on an ongoing basis provide EMT-Expanded Scope skills in areas other than those identified in "Primary Service Area" identified on the map and attached as Exhibit A.

- 4.3 PROVIDER shall provide EMT-Expanded Scope services to the geographic area described in Attachment A on a continuous twenty-four hours per day basis for the full term of this Agreement.
- 4.4 PROVIDER shall not provide EMT-Expanded Scope services without a current and valid EMT-Expanded Scope Service Provider Agreement.
- 4.5 Neither EMS AGENCY nor the County of Monterey shall be liable for any costs or expenses incurred by PROVIDER as a result of this Agreement. PROVIDER shall bear all costs associated with its provision of services under this Agreement.
- 4.6 PROVIDER shall comply with all sections of this Agreement by the Agreement effective date.

5. Medical Control

- 5.1 PROVIDER shall provide Basic Life Support and EMT-Expanded Scope skills under the prospective, concurrent, and retrospective medical control of the Monterey County EMS Medical Director.

6. Equipment, Supplies and Medications

- 6.1 PROVIDER shall furnish all equipment necessary to provide required BLS and EMT-Expanded Scope service. All equipment, medical supplies, and communications equipment utilized by PROVIDER shall comply with EMS AGENCY's policies and procedures.
- 6.2 PROVIDER shall maintain and service all bio-medical equipment to manufacturer's recommended specifications. All costs of compliance testing, maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, and costs of extended warranties, shall be at the PROVIDER's expense.
- 6.3 All EMS response vehicles or teams shall be equipped to provide, at a minimum, EMT-Expanded Scope services. An EMS response vehicle is a vehicle that may have primary response to medical aid requests in their assigned area. Examples are first-out engines and back-fill engines. Response teams are personnel with medical aid response responsibilities without an assigned vehicle as might be used to provide special event coverage.

6.4 PROVIDER may continue to restock first response vehicles from the primary ambulance contractor based on current and ongoing practice.

7. Personnel Standards

7.1 PROVIDER shall assure that at all times personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California, and for paramedics, currently accredited by EMS AGENCY. PROVIDER will ensure all EMT and EMT-Expanded Scope personnel are accredited by EMS AGENCY when accreditation is implemented by EMS AGENCY. Accreditation will be completed within 30 days from the accreditation start date designated by EMS Agency.

7.2 PROVIDER shall ensure that all EMT personnel are trained to the EMT-Expanded Scope as provided in Monterey County EMS policies and procedures.

7.3 PROVIDER shall assess the current knowledge and skills competency of its EMT-Expanded Scope personnel in Monterey County EMS policies, protocols, and procedures.

8. Quality Improvement and Performance Reporting

8.1 PROVIDER shall maintain an EMS AGENCY-approved EMS Quality Improvement Plan and EMS Quality Improvement Program, which meet the requirements of California Code of Regulations, Title 22, and EMS AGENCY Policies and Procedures.

8.2 PROVIDER shall participate in the Monterey County EMS QI program as per California Code of Regulations, Title 22 and Monterey County EMS Policies and Procedures.

8.3 PROVIDER shall comply with EMT-Expanded Scope reporting requirements as may be specified by EMS AGENCY.

8.4 PROVIDER shall ensure that a Patient Care Report (PCR) will be completed for each EMS response to the standards specified in Monterey County EMS policies and procedures.

8.5 EMS AGENCY staff shall be permitted to schedule a ride-along during the performance of their duties in accordance with PROVIDER policies. A ride-along shall be pre-scheduled. EMS AGENCY staff shall conduct themselves professionally and not interfere with the duties of PROVIDER staff. EMS AGENCY staff will wear appropriate clothing and provide their own PPE. Ride-alongs are for the purpose of enhanced quality improvement functions.

9. Record Inspection

9.1 PROVIDER agrees that EMS AGENCY shall have the right to review, obtain, and

copy all records and documents pertaining to the performance of this Agreement. PROVIDER shall agree to provide EMS AGENCY with any relevant information, record or document needed to determine compliance with this Agreement. PROVIDER further agrees to maintain such records for a period of three years after the date PROVIDER completes its performance of services pursuant to this Agreement.

10. Patient Privacy

10.1 PROVIDER shall implement and maintain a comprehensive plan and program and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the current rules and regulations enacted by the US Department of Health and Human Services, the Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Privacy Rule of August 2002, the Final Security Rule of February 2003, and the California Confidentiality of Medical Information Act (CCMIA). PROVIDER is responsible for all aspects of complying with these laws and all laws enacted to protect the confidentiality of patient information. PROVIDER must immediately self-report any violations of the HIPAA, HITECH, the Final Privacy Rule of August 2002, the Final Security Rule of February 2003 or CCMIA statutes, rules and regulations to EMS AGENCY. Three major components of HIPAA, HITECH, and CCMIA include:

- Standards for Privacy and Individually Identifiable Health Information
- Health Insurance Reform: Security Standards
- Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards

11. Indemnification

11.1 PROVIDER hereby agrees to indemnify, defend, and hold harmless the County of Monterey and County of Monterey Emergency Medical Services Agency, and their officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by PROVIDER or PROVIDER's officers, agents, and employees in connection with the performance of this Agreement.

11.2 The County of Monterey and County of Monterey Emergency Medical Services Agency hereby agrees to indemnify, defend, and hold harmless PROVIDER and its officers, agents, employees, and employers, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm or corporation for damages, injuries or death incurred by reasons of any act or failure to act by the County of Monterey and

County of Monterey Emergency Medical Services Agency or their officers, agents, and employees in connection with the performance of this Agreement.

12. Insurance

12.1. PROVIDER shall self-insure and/or secure and maintain insurance for legal liability. PROVIDER shall maintain, at its sole cost and expense, Worker's Compensation and General Liability insurance.

13. Suspension, Revocation and Termination of Agreement

13.1 Either party may terminate this Agreement by giving 90 days' prior written notice to the other party.

13.2 EMS AGENCY may deny, place on probation, immediately suspend, or revoke this Agreement for any failure of PROVIDER to comply with applicable policies, procedures, and regulations.

13.3 Breach and/or default of this Agreement by PROVIDER shall be managed as outlined above in Section 19.2.

14. Waiver

14.1 No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply only to the specific instance expressly stated.

15. No Third-Party Rights

15.1 No provision in this Agreement shall be construed to confer any rights to any third person or entity.

16. Relationship of the Parties

16.1 Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement.

17. Disputes

17.1 Disputes over this Agreement will be managed through mutual cooperation and joint efforts to resolve the dispute. A dispute over this Agreement shall be provided to the other party through a written outline of the issues and proposed resolution. The other party shall acknowledge receipt of the notice of dispute within five business days. Should a mutually agreed upon resolution not be reached within 90 days from the date of acknowledgement, the dispute will be

presented to the Director of Health who will make a final decision for resolution of the disputes.

18. Notices

18.1 All notices required hereunder shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

For "EMS AGENCY"

EMS Bureau Chief
1441 Schilling Place, South Building
Salinas, CA 93901

For PROVIDER

Monterey County Regional Fire Protection
District Attn: Fire Chief
19900 Portola Drive
Salinas, CA 93908

COUNTY OF MONTEREY

PROVIDER

By:

Teresa Rios, EMSA Director

Date:

By:

Elsa Jimenez, Director of Health

Date:

Approved as to Legal Form

DocuSigned by:

Susan Blitch
9A4AB9A569374C3...

By:

County Counsel

Date:

4/19/2023 | 10:55 AM PDT

Approved as to Fiscal Provisions

DocuSigned by:

Jennifer Forsyth

4E7E657926454AE

Auditor/Controller

By:

Date:

4/25/2023 | 8:45 AM PDT

Approved as to Liability Provisions

DocuSigned by:

[Signature]

2E98DC76EE5547F...

By:

Date:

4/25/2023 | 8:23 AM PDT

**Monterey County Regional Fire
Protection District**

Entity Name

By:

Warren E. Poitras

Warren E. Poitras, President

Name and Title

Date:

March 28, 2023

By:

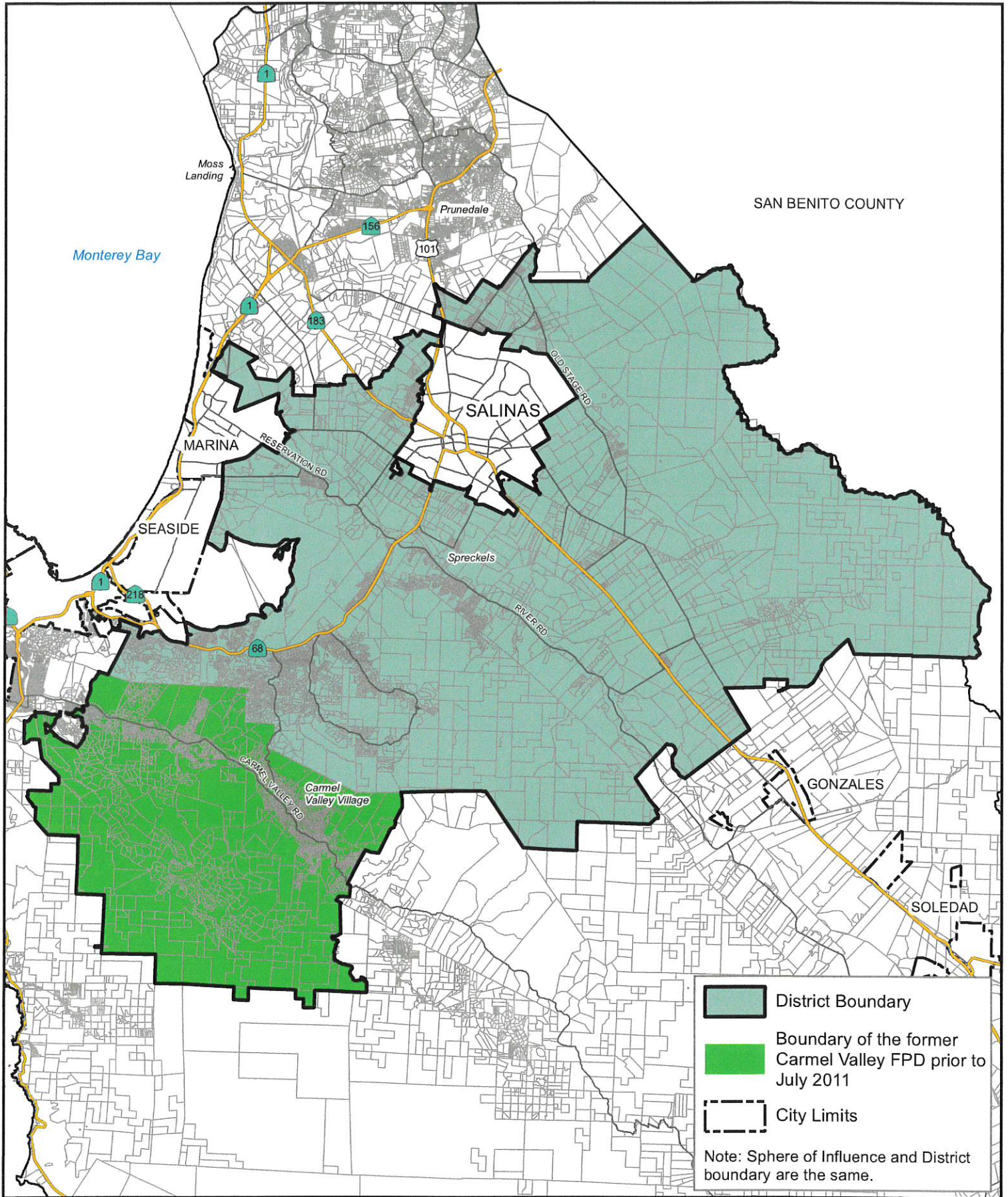
Jim Slaten

Jim Slaten, Secretary

Name and Title

Date:

March 28, 2023

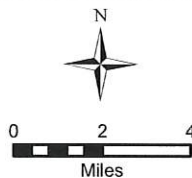


LAFCO of Monterey County

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
FAX (831) 754-5831



FIRE PROTECTION DISTRICTS

MONTEREY COUNTY REGIONAL FIRE DISTRICT

Last LAFCO-Approved Change: 8/27/2018
Sphere of Influence Affirmed: 3/26/2012
Map Produced: 1/13/2022