

COUNTY OF MONTEREY PARAMEDIC SERVICE PROVIDER AGREEMENT

BACKGROUND

This is an agreement (“Agreement”) by and between Fort Hunter Liggett Fire and Emergency Services hereinafter referred to as the “PROVIDER”, and the County of Monterey, a political subdivision of the State of California, acting through its Emergency Medical Services Agency (“EMS AGENCY”).

Pursuant to California Health and Safety Code Section 1797.200, the Monterey County Board of Supervisors has designated the Health Department’s Emergency Medical Services Agency (“EMS Agency”) as the County’s local EMS agency.

Pursuant to California Health and Safety Code Section 1797.201, the local EMS agency shall plan, implement, and evaluate an emergency medical services system, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures.

Pursuant to California Health and Safety Code, Section 1797.178, no person or organization may provide "advanced life support," also known as "paramedic" services, unless that person and organization is an authorized part of the emergency medical services system by the local EMS agency.

Pursuant to California Health and Safety Code, Section 1797.227, an emergency medical care provider shall use an electronic health record system that exports data in a format that is compliant with the current versions of the California Emergency Medical Services Information System (CEMSIS) and the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the local EMS agency, and shall ensure that the electronic health record system can be integrated with the local EMS agency’s data system, so that the local EMS agency may collect data from the provider.

Fort Hunter Liggett (“FHL”) is an Army Reserve training installation consisting of over 165,000 acres of woodland where several thousand soldiers come to conduct training each month. Some of the training conducted is high risk training which requires the availability of Advanced Life Support (“ALS”) services within 20 minutes. PROVIDER has qualified Emergency Medical Technicians (EMTs) to provide for Basic Life Support (“BLS”) services and has qualified Paramedics to provide ALS services. The installation does not have a medical treatment facility.

PROVIDER is a public agency that desires to participate in the Monterey County EMS System by responding to medical emergencies within its jurisdiction.

The parties agree as follows:

GENERAL SCOPE:

The purpose of this Agreement is to establish and define the roles and responsibilities of the EMS AGENCY and the PROVIDER relative to the delivery of comprehensive emergency medical care within Monterey County; the PROVIDER does not waive or modify any present rights under any statute by its execution of this Agreement.

All Parties are responsible to work collaboratively in the spirit of cooperation to support and/or augment the services provided under the Emergency Medical Services System in Monterey County in compliance with federal and state laws and regulations, as well as County ordinances, policies, procedures, and standards.

THEREFORE, THE PARTIES AGREE AS FOLLOW:

1. Term of Agreement

1.1 Once signed by authorized representatives for all parties, this Agreement becomes effective once signed by authorized representatives for all parties and shall continue for three (3) years. This Agreement may also be terminated as provided in Section 15 of this Agreement.

2. Scope of Services

2.1 PROVIDER is hereby recognized to provide Advanced Life Support within FHL boundaries (“Primary Service Area”). PROVIDER is further authorized to provide Advanced Life Support in all areas within Monterey County when dispatched to locations outside the Primary Service Area through existing and future automatic and mutual aid agreements. PROVIDER is authorized to provide Advance Life Support when traveling outside of the Primary Service Area on Authorized Operational Business or Training.

2.2 PROVIDER shall provide ALS services to the Primary Service Area on a continuous twenty-four hours per day basis for the full term of this Agreement.

2.2.1 PROVIDER shall provide at least one (1) ambulance to support this Agreement on a twenty-four (24) hour per day basis as requested by an Authorized EMS Dispatch Center.

2.2.2 PROVIDER will staff its ambulance with 1 Paramedic and 1 EMT for ALS services to include ground transportation.

- 2.2.3 PROVIDER may staff a second ambulance with 2 EMT's for BLS services to include ground transportation. PROVIDER shall ensure that patients transported via BLS ambulance have been assessed by a Paramedic who has deemed the patient clinically appropriate for transport by a BLS ambulance.
- 2.2.4 Pilot programs and ramp up of new services shall be mutually agreed upon through a side letter/MOU when continuous twenty-four hours per day services and/or geographical responses are outside of this agreement.
- 2.3 For all ALS Service requests within the installation boundaries that PROVIDER cannot support, PROVIDER shall submit to the EMS AGENCY an Unusual Occurrence Report, which shall at a minimum include: how long the services were not available, the status of all of PROVIDER'S ALS services during this time period, the number of calls that could not be responded to within the allotted time, and if known, the elapsed delay of response time to each missed call.
- 2.4 PROVIDER's Dispatch Center shall ensure that EMS personnel and equipment are dispatched immediately for medical emergency requests outside and near response zone boundaries and shall immediately contact the Authorized EMS Dispatch Center for the provider which normally services that area and continue the response if requested to do so.
- 2.5 This Agreement does not authorize PROVIDER to offer or provide medical transportation services separate of an Exclusive Operating Area (EOA) with recognized 201 Rights.
- 2.6 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.
- 2.7 Unless Army Regulations dictates, PROVIDER shall comply with all sections of this Agreement except where failure on the part of EMS AGENCY or another entity precludes PROVIDER from being compliant.

3. Medical Control and Quality Improvement

- 3.1 PROVIDER shall provide Advanced Life Support under the prospective, concurrent, and retrospective medical control of the United States Army Emergency Medical Services (EMS) System Medical Director.
- 3.1.1 Medical Control is exercised prospectively through the policies, protocols, and training established by the United States Army EMS System Medical Director.
- PROVIDER's personnel shall function under the direction of the most current version of the United States Departments of the Army and Air Force Joint Prehospital Emergency Care Protocols.
 - PROVIDER shall provide EMS AGENCY with an electronic copy of the current protocols as they are updated during the course of this Agreement.
- 3.1.2 Medical direction may be given as warranted by the on-duty Base Hospital Physician at an EMS AGENCY-designated Base Hospital.
- 3.1.3 Retrospective medical control includes monitoring, quality improvement, incident review including after action reports and evaluations, and disciplinary processes conducted by PROVIDER, Base Hospitals, EMS AGENCY, and the California EMS Authority.
- 3.2 When responding to a location outside of PROVIDER'S Primary Service Area, PROVIDER'S personnel shall not administer ketamine for the purpose of a behavioral emergency such as agitation, combativeness, excited delirium, or other similar condition.
- 3.3 PROVIDER shall comply with applicable EMS AGENCY Policies and Procedures that do not conflict with United States Department of the Army and Air Force Joint Prehospital Emergency Care Protocols
- 3.4 PROVIDER shall maintain an EMS AGENCY-approved EMS Quality Improvement Plan that meets the requirements of California Code of Regulations, Title 22, Section 100402 and EMS AGENCY Policies and Procedures.

- 3.5 PROVIDER shall designate a qualified medical professional to function as a liaison between PROVIDER and the EMS AGENCY to perform internal quality assurance, quality improvement per EMS AGENCY policies, and assist in any investigation of unusual occurrences as identified by the EMS AGENCY.

4. Telecommunications

- 4.1 PROVIDER shall utilize and maintain telecommunications equipment as specified by the EMS AGENCY policies and procedures.
- 4.2 If at any time during this Agreement, EMS AGENCY amends, revokes or modifies its telecommunications policies or procedures, EMS AGENCY will notify PROVIDER in writing at least 90 days before such change(s) are implemented. Upon notice of an amendment, revocation, or modification to EMS AGENCY's telecommunications policies or procedures, PROVIDER and EMS AGENCY agree to enter into a reasonable meet and discuss process, if PROVIDER believes the proposed changes to the telecommunications policies or procedures may adversely affect the PROVIDER's financial ability to comply with the policies and procedures. EMS AGENCY shall determine whether to implement any proposed changes, considering any issues presented in the meet and discuss process.

5. Equipment, Supplies and Medications

- 5.1 PROVIDER shall maintain a drug and solution inventory, medical equipment, and supplies, as necessary to provide care under the most current version of the United States Departments of the Army and Air Force Joint Prehospital Emergency Care Protocols.
- 5.2 PROVIDER shall furnish all equipment necessary to provide required BLS and ALS service.
- 5.3 PROVIDER shall utilize the Triage Tag designated by the EMS AGENCY and shall comply with minimum stock requirements for Triage Tags specified in EMS AGENCY Policy # 4010 (Paramedic Provider Authorized Stock).
- 5.4 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.

- 5.5 PROVIDER bears the sole responsibility for its own policies, procedures related to the tracking, control, administration, and disposal of controlled substances/medications.

6. MCI and EMS System Preparedness

- 6.1 PROVIDER shall actively participate in preparing for multi-casualty and mass casualty incidents within Monterey County, including medical disaster plan development, MCI and medical disaster training, equipping, and exercising.

7. Observation by EMS Agency Staff

- 7.1 In Compliance with PROVIDER's policies regarding observers, EMS AGENCY representatives may ride as observers on any PROVIDER paramedic first response or transport unit if, in exercising this right, such representatives conduct themselves professionally and shall not interfere with the duties of PROVIDER's employees, and at all times respect the PROVIDER's employer/employee relationships. EMS AGENCY representatives will wear appropriate clothing (e.g. closed toe shoes without high heels) and provide appropriate PPE for their personal use.

8. Personnel Standards

- 8.1 PROVIDER shall ensure the current knowledge and skills competency of its EMTs and paramedics in PROVIDER's policies, procedures and protocols.
- 8.2 PROVIDER shall maintain and enforce a fatigue management policy addressing ALS or BLS responders that may be adversely affected by fatigue, illness, or any other cause.

9. Performance Reporting

- 9.1 PROVIDER shall submit Annual Clinical and Operational performance Reports to the EMS AGENCY.

9.1.1 When the EMS AGENCY can secure response time or other operational performance data and reports from the Monterey County Emergency Communication's Department, the Monterey County EMS Data Program, or other sources; The EMS AGENCY shall work in alliance with PROVIDERS to create all such requested reports.

9.2 Unless Army Regulation dictates, PROVIDER shall comply with reporting requirements in compliance with California Core Measures, National Compass, and specific reporting requirements established in county policies that are approved by the EMS Operations Subcommittee, Medical Advisory Subcommittee, and the Emergency Medical Care Committee.

10. Record Inspection

10.1 Unless Army Regulations dictates 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 within a reasonable time frame. Unless Army Regulations dictates PROVIDER shall agree to provide the EMS AGENCY access to 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

10.2 EMS AGENCY agrees that the PROVIDER shall have the right to review, obtain, and copy all records and documents pertaining to the performance of this Agreement. EMS AGENCY shall agree to provide the PROVIDER access to any relevant information, record or document needed to determine compliance with this Agreement. EMS AGENCY further agrees to maintain such records for a period of three years after the termination of this Agreement.

11. Patient Privacy

11.1 Unless Army Regulations dictates 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

specifically 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

12. Prohibitions on Sub-Contracting, Transferring or Assigning ALS Authorization

12.1 PROVIDER shall not contract with any entity to perform patient care services required hereunder without the express written approval of the EMS AGENCY. Neither this Agreement nor any interest herein may be transferred or assigned, voluntarily or by operation of law, without the prior written approval of the EMS AGENCY. Any such prohibited transfer or assignment shall be void.

12.1.1 PROVIDER may subcontract all administrative functions, including, but not limited to, Quality Improvement, data collection, and performance reporting.

13. Insurance and Indemnification

13.1 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 the PROVIDER or PROVIDER's officers, agents, and employees in connection with the performance of this Agreement.

13.2 The County of Monterey and County of Monterey Emergency Medical Services Agency hereby agree to indemnify, defend, and hold harmless the 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.

- 13.3 PROVIDER shall maintain in full force and effect during the term of this Agreement comprehensive general and professional liability and medical malpractice insurance.

14. Compliance with Statutes, Regulations, Ordinances, and Policies and Procedures

- 14.1 All services furnished by PROVIDER under the Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, regulations, and the specified EMS AGENCY Policies and Procedures. It shall be PROVIDER's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations and EMS AGENCY Policies and Procedures that apply to the services under the Agreement, and to maintain compliance with those applicable standards at all times.

15. Suspension, Revocation and Termination of Agreement

- 15.1 Either party may terminate this Agreement by giving 180-day prior written notice to the other party.
- 15.2 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, where such failure constitutes an immediate threat to public health and safety.

16. Waiver

- 16.1 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.

17. No Third-Party Rights

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

18. Relationship of the Parties

18.1 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 carrying out the provisions of the Agreement.

19. Notices

19.1 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:

EMS AGENCY: EMS Director
Monterey County EMS Agency
1441 Schilling Place
Salinas, California 93901
Phone (831) 755-4920

PROVIDER: FHL Fire & Emergency Services
Fort Hunter Liggett
Building 256
Jolon, California 93928
Phone (831) 386-2525

COUNTY OF MONTEREY

**PROVIDER
Fort Hunter Liggett Fire and Emergency
Services**

By: _____
Elsa Jimenez, Director of Health

Date: _____

By: _____
Teresa Rios, EMS Agency Director

Date: _____

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provision

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

By: **LAMB.LISA.MONI** Digitally signed by
LAMB.LISA.MONIQUE.10326303
63
QUE.1032630363 Date: 2023.01.30 17:01:39 -08'00'

Lisa M. Lamb, COL
Garrison Commander

Date: 30 January 2023