

**Monterey County Emergency Medical Services
Paramedic Service Provider
Agreement**

BACKGROUND

1. This is an agreement ("Agreement") between City of Monterey ("PROVIDER") and the County of Monterey, acting through its Emergency Medical Services Agency ("EMS AGENCY").
2. EMS AGENCY is designated under California law by Monterey County as the local Emergency Medical Services Agency responsible for planning, implementing, and evaluating the local EMS system throughout Monterey County. [Health and Safety Code 1797.204]
3. Under California law, no person or organization may provide "advanced life support," also known as "paramedic" services, unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency. [Health and Safety Code 1797.178]
4. Under California law, a paramedic service provider must have a written agreement with the local EMS agency to participate in the EMS system and to comply with all applicable state regulations and local policies and procedures, including participation in the local EMS agency's continuous quality improvement ("CQI") program. [Title 22 CCR 100168(b)(4)]
5. PROVIDER is a public agency that has chosen, and is legally authorized, to respond to medical emergencies within its jurisdiction.
6. PROVIDER seeks to have a written agreement with EMS AGENCY to provide paramedic services.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. Once signed by authorized representatives for all parties, this Agreement becomes effective at 8:00a.m. on the day of execution by all parties and shall continue until June 30, 2018. This Agreement may be terminated as provided below.
2. PROVIDER shall be responsible for providing pre-hospital emergency services according to Monterey County EMS policy and protocol and State regulations within the "Primary Service Area" identified on the map and attached as Exhibit A until patient care is assumed by ambulance personnel.

3. PROVIDER shall be under the medical control of the Monterey County EMS Medical Director. [Title 22 CCR 100170, Health and Safety Code 1797.220 and 1798]
4. PROVIDER shall participate in the Monterey County EMS system and comply with all applicable State regulations and local policies and procedures, including participation in EMS AGENCY's CQI program. [Title 22 CCR 100168(b)(4)]
5. PROVIDER shall provide emergency medical service response on a continuous twenty-four-hour- per-day basis. [Title 22 CCR 100168(b)(1)]
6. PROVIDER shall utilize and maintain telecommunications as specified by EMS Agency. [Title 22 CCR 100168(b)(2)] If at any time during the length of 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 confer 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. The EMS AGENCY Director will make the final determination on whether to implement any proposed changes taking into consideration any issues presented in the meet and confer process.
7. PROVIDER shall maintain a drug and solution inventory, and medical equipment and supplies, as specified by EMS AGENCY. [Title 22 CCR 100168(b)(3)]
8. PROVIDER shall be responsible for assessing the current knowledge of its paramedics in local policies, procedures and protocols, and for assessing its paramedic's skills competency. [Title 22 CCR 100168(b)(5)]
9. PROVIDER shall ensure that all paramedics employed by the paramedic service PROVIDER have a current paramedic license, active accreditation by Monterey County, and maintain all other certifications and training required by Monterey County EMS policy.
10. PROVIDER shall ensure that a Patient Care Record (PCR) is created for every patient response, the PCR is fully and accurately completed, and the PCR is distributed to the EMS AGENCY, receiving hospital, and ambulance service provider. [Title 22 CCR 100170(a)(6)(A)(B)(C)]
11. PROVIDER shall have an internal CQI program that has been approved by EMS AGENCY. [Title 22 CCR 100402(a)(1)]

12. EMS AGENCY may deny, immediately suspend, or revoke this Agreement for any failure of PROVIDER to comply with applicable policies, procedures, and regulations. [Title 22 CCR 100168(e)]
13. Either party may terminate this Agreement by giving 60 days' prior written notice to the other party.
14. 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:

PROVIDER:	EMS AGENCY:
Fire Chief	EMS Director
City of Monterey Fire Department	Monterey County EMS Agency
610 Pacific Street	1441 Schilling Place
Monterey, CA 93940	Salinas, CA 93901

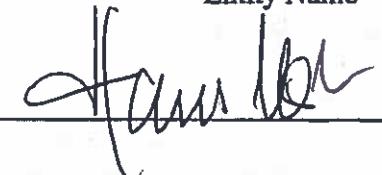
15. Neither EMS AGENCY nor the County of Monterey shall be liable for any costs or expenses incurred by PROVIDER as a result of this Agreement. PROVIDER shall bear all costs associated with its provision of services under this Agreement.
16. The PROVIDER hereby agrees to indemnify, defend, and hold harmless 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.

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.

17. 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.
18. This Agreement does not authorize PROVIDER to offer or provide any medical transportation services. The PROVIDER may enter into subcontracts with the County ambulance contractor for the provision of medical transportation services. Any such subcontract will require pre-approval by the EMS Director, and must be consistent with

performance criteria that addresses, among other things, how the subcontract will 1) improve ALS on scene arrival times to a medical emergency, 2) ensure compliance with established quality improvement standards, 3) establish a system of financial penalties for non-compliance with performance standards, and 4) impact the rates paid by individuals transported by the ambulance service provider.

In WITNESS HEREOF, the parties have executed this Agreement on the date written below.

COUNTY OF MONTEREY		PROVIDER
By:	Michael Petrie, EMSA Director	
Date:		
By:	Department Head (if applicable)	
Date:		
Approved as to Legal Form		
By:	County Counsel	
Date:		
Approved as to Fiscal Provisions		
By:	Auditor/Controller	
Date:		
Approved as to Liability Provisions		
By:	Risk Management	
Date:		
		City of Monterey
		Entity Name
		
		Hans Uslar, Interim City Manager
		Name and Title
		<u>02/14/2014</u>
		By: _____
		Name and Title _____
		Date: _____

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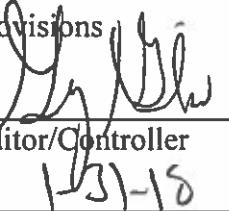
COUNTY OF MONTEREY

By: Michael Petrie, EMSA Director
Date: _____

By: Department Head (if applicable)
Date: _____

Approved as to Legal Form

By: Michael Petrie
Date: 1/30/18

Approved as to Fiscal Provisions

By: Auditor/Controller
Date: 1-31-18

Approved as to Liability Provisions
By: Risk Management
Date: _____

PROVIDER

City of Monterey
Entity Name

By: _____

Hans Uslar, Interim City Manager
Name and Title

Date: _____

By: _____

Name and Title

Date: _____

City of Monterey Fire Districts

Exhibit A

