

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION 2012-51

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA
AUTHORIZING AN AGREEMENT WITH MONTEREY COUNTY EMERGENCY
MEDICAL SERVICES AGENCY TO PARTICIPATE IN THE COUNTY EMS SYSTEM,
AND TO COMPLY WITH ALL APPLICABLE STATE REGULATIONS AND LOCAL
POLICIES AND PROCEDURES INCLUDING PARTICIPATION IN THE AGENCY'S
CONTINUOUS QUALITY IMPROVEMENT PROGRAM**

WHEREAS, the City of Carmel-by-the-Sea desires to enter into a written agreement with Monterey County Emergency Medical Services Agency to participate in the County EMS system; and

WHEREAS, the Monterey County Emergency Medical Services Agency desires to enter into a written agreement with the City of Carmel-by-the-Sea to participate in the County EMS system; and

WHEREAS, Carmel Fire Ambulance is the paramedic service provider for the City of Carmel-by-the-Sea and is legally authorized to respond to medical emergencies within its jurisdiction and within Monterey County; and

WHEREAS, under California law, a paramedic service provider must have a written agreement with the local EMS agency to participate in the EMS system and must comply with all applicable state regulations and local policies and procedures, including participation in the local EMS agency's continuous quality improvement program.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA DOES:

1. Authorize the City of Carmel-by-the-Sea to enter into a written agreement with Monterey County Emergency Medical Services.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 7th day of August, 2012 by the following roll call vote:

AYES: COUNCIL MEMBERS: BEACH; HAZDOVAC; HILLYARD;
TALMAGE & BURNETT

NOES: COUNCIL MEMBERS: NONE

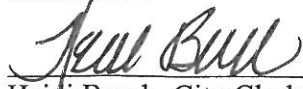
ABSENT: COUNCIL MEMBERS: NONE

SIGNED:



JASON BURNETT, MAYOR

ATTEST: -



Heidi Burch, City Clerk

Monterey County Emergency Medical Services
Paramedic Service Provider
Agreement

BACKGROUND

1. This is an agreement (“Agreement”) between Carmel-by-the-Sea (“PROVIDER”) and the County of Monterey, acting through its Emergency Medical Services Agency (“EMS AGENCY”). Its date for reference is _____.
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 100167(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 _____ and shall continue for a period of four (4) years. This agreement may be terminated as provided below.
2. PROVIDER shall be responsible for providing prehospital 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.
3. PROVIDER shall be under the medical control of the Monterey County EMS Medical Director. [Title 22 CCR 100144(a) 100169, Health and Safety Code 1797.220, 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 100167(b)(4)]
5. PROVIDER shall provide emergency medical service response on a continuous twenty four-hour-per-day basis. [Title 22 CCR 100167(b)(1)]
6. PROVIDER shall utilize and maintain telecommunications as specified by EMS Agency. [Title 22 CCR 100167(b)(2) If at any time during the length of this Agreement, EMS Agency amends,

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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 100167(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 100167(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 paramedic service provider. [Title 22 CCR 100169(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 100167(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: City of Carmel-by-the-Sea
PO Box CC
Carmel, CA 93921

AGENCY: Monterey County EMS Agency
1270 Natividad Road
Salinas, CA 93906

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,

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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. Entry into this Agreement does not waive any rights maintained by PROVIDER pursuant to Health and Safety Code Section 1797.201, including the right to provide emergency medical services and medical transportation services within the boundaries of the City of Carmel-by-the-Sea.

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

city of carmel-by-the-sea

County of Monterey

By: [Signature]

By: _____

Dated: 8/15/2012

Dated: _____

APPROVED AS TO FORM:

By: _____
Susan K. Blich
Deputy County Counsel
Office of the County Counsel

Dated: _____