

COUNTY OF MONTEREY PARAMEDIC SERVICE PROVIDER AGREEMENT

BACKGROUND

This is an agreement ("Agreement") between the City of Salinas, hereinafter referred to as the ("PROVIDER") and the County of Monterey, 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 1797.204, 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.

PROVIDER is a public agency that participates in the Monterey County Emergency Medical Services (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 FOLLOWS:

1. Term of Agreement

- 1.1 Once signed by authorized representatives for all parties, this Agreement becomes effective at 8:00 a.m. on July 31, 2022 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 the "Primary Service Area" identified on the map attached as Exhibit A. 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 first response paramedic services to Primary Service Area on a continuous twenty-four hours per day basis for the full term of this Agreement.
 - 2.2.1 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 This Agreement does not authorize PROVIDER to offer or provide medical

transportation services separate of an Exclusive Operating Area (EOA) with recognized 201 Rights.

- 2.4 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.
- 2.5 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 Monterey County EMS Medical Director.
 - 3.1.1 Medical Control is exercised prospectively through policies, protocols, and training established and approved by the EMS Medical Director.
 - 3.1.2 Medical Control is exercised concurrently, in real time, 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 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.

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.

Compliance with SB 438

5. Equipment, Supplies and Medications

- 5.1 PROVIDER shall maintain a drug and solution inventory, medical equipment, and supplies, as specified by Monterey County EMS Agency Policies and Protocols..
- 5.2 PROVIDER shall furnish all equipment necessary to provide required BLS and ALS service. All equipment, medical supplies, and communications equipment utilized by PROVIDER shall comply with EMS AGENCY's policies and procedures.
- 5.3 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.
- 5.4 Within 90 days of the EMS AGENCY promulgating EMS System Policies and Procedures related to the control of controlled substances (controlled medications), PROVIDER shall develop and implement a controlled substances tracking and control policy. This controlled substances tracking and control policy shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and EMS AGENCY Policies and Procedures.

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 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), provide appropriate PPE for their personal use.

8. Personnel Standards

- 8.1 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.
- 8.2 PROVIDER shall retain on file at all times, a copy of each EMTs valid certification and each paramedic's valid paramedic license and EMS AGENCY's accreditation.
- 8.3 PROVIDER shall ensure that all paramedics and EMTs maintain all certifications and training required by Monterey County EMS policy.
- 8.4 PROVIDER shall ensure the current knowledge and skills competency of its EMTs and paramedics in local policies, procedures and protocols.
- 8.5 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 Quarterly 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 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 Committee, Medical Advisory Committee, and the Emergency Medical Care Committee.

10. Record Inspection

- 10.1 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 within a reasonable time frame. 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 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 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.

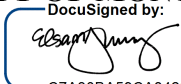
18. Relationship of the Parties

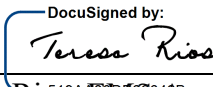
- 18.1 Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for carrying out the provisions of the Agreement.

19. Notices

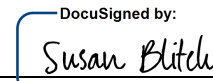
- 19.1 All notices required hereunder shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

COUNTY OF MONTEREY

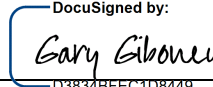
By: 
Elsa Jimenez, Director of Health
Date: 7/19/2022 | 3:41 PM PDT

By: 
Teresa Rios, EMS Agency
Director
Date: 7/20/2022 | 9:19 AM PDT


Approved as to Form

By: 
County Counsel
Date: 6/14/2022 | 11:50 AM PDT

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 6/14/2022 | 1:22 PM PDT


Approved as to Liability Provisions

By: 
Risk Management
Date: 6/14/2022 | 12:16 PM PDT


PROVIDER

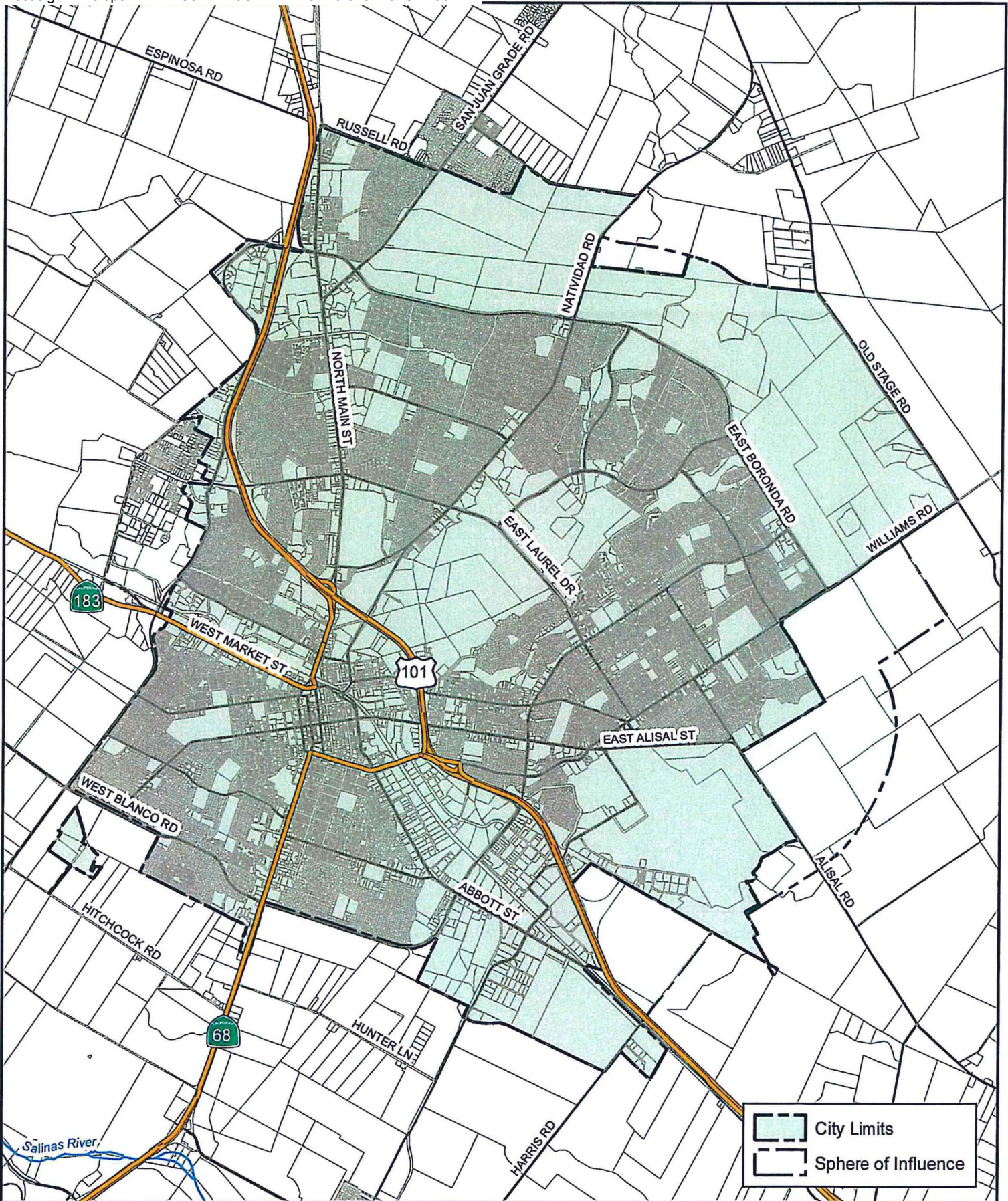
CITY OF SALINAS

By:

By: 
Steve Carrigan, City Manager
Date: 5/28/2022 | 11:08 AM PDT

By:

By: 
Christopher A. Callihan, City Attorney
Date: 5/26/2022 | 2:30 PM PDT

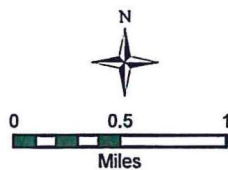


LAFCO of Monterey County

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



CITIES

SALINAS

Last LAFCO-Approved Change: 03/29/2010
Sphere of Influence Affirmed: 09/27/2010
Map Prepared: 11/8/2016