

**COUNTY OF MONTEREY
PARAMEDIC SERVICE PROVIDER AGREEMENT**

BACKGROUND

This is an agreement ("Agreement") between the City of Monterey, hereinafter ("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 Code of Regulations, Title 22, Section 100168(b)(4) 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 EMS Quality Improvement Program.

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 desires to participate in the Monterey County Emergency Medical Services (EMS) System by responding to medical emergencies within its jurisdiction.

PROVIDER desires a written agreement with EMS AGENCY to provide paramedic services.

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 _____ and shall continue until the end of the next Monterey County Exclusive Operating Area Ambulance 911 Provider Contract Cycle on January 31, 2020. This Agreement may also be terminated as provided in Section 20 of this Agreement.

2. Type of Agreement

- 2.1 This agreement is a paramedic service provider agreement as specified in the California Code of Regulations, Title 22, Section 100168(b)(4), which states that 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 EMS Quality Improvement Program.

3. Scope of Services/Geographic Area to be Served

- 3.1 PROVIDER is hereby authorized to provide Basic Life Support and Advanced Life Support 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.
- 3.2 PROVIDER may also provide Basic Life Support and Advanced Life Support ("ALS") 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 Advanced Life Support in areas other than those 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.
- 3.3 PROVIDER shall provide first response paramedic services to the geographic

area described herein on a continuous twenty-four hours per day basis for the full term of this Agreement.

- 3.4 PROVIDER shall participate in the Monterey County EMS System and comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and EMS AGENCY Policies and Procedures, including participation in EMS AGENCY's EMS Quality Improvement Program.
- 3.5 This Agreement does not authorize PROVIDER to provide services within the scope of practice currently called community paramedic or mobile integrated health, as those services are not currently authorized by State statute within California.
- 3.6 This Agreement does not authorize PROVIDER to offer or provide medical transportation services.
- 3.7 This Agreement does not give PROVIDER exclusivity to provide ALS first response services within the geographic area to be served.
- 3.8 PROVIDER shall not provide ALS services without a current and valid Paramedic Service Provider Agreement.
- 3.9 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.
- 3.10 PROVIDER shall comply with all sections of this contract by the contract effective date.

4. Medical Control and Quality Improvement

- 4.1 PROVIDER shall provide Basic Life Support and Advanced Life Support under the prospective, concurrent, and retrospective medical control of the Monterey County EMS Medical Director.
 - 4.1.1 Medical Control is exercised prospectively through policies, protocols, and training established and approved by the EMS Medical Director.
 - 4.1.2 Medical Control is exercised concurrently, in real time, by the on-duty Base Hospital Physician at an EMS AGENCY-designated Base Hospital.

- 4.1.3 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.
- 4.2 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, Section 100402 and EMS AGENCY Policies and Procedures.
- 4.3 PROVIDER shall participate in the Monterey County EMS System and comply with all applicable State statutes, regulations, and local policies and procedures, including participation in EMS AGENCY's EMS Quality Improvement Program.
- 4.4 PROVIDER shall designate a single point of contact as their Quality Improvement Coordinator. This person shall be currently licensed as a California registered nurse or as a California licensed and Monterey County accredited EMT-Paramedic.
 - 4.4.1 The Quality Improvement Coordinator shall have no less than two years' experience as a registered nurse or paramedic.
 - 4.4.2 The Quality Improvement Coordinator shall complete EMS AGENCY-approved Just Culture and Quality Improvement Training within 2 months of appointment or as soon as reasonably possible, if training is not available within 2 months.
- 4.5 The Quality Improvement Coordinator shall serve as the primary point of contact for Quality Improvement matters. The QI Coordinator or designated alternate and shall attend a minimum of 75% of EMS AGENCY Prehospital QI Committee meetings. The intent of this section is to assure continuity of information flow and quality improvement actions with the paramedic service provider organization.

5. EMS Data Management and Reporting

- 5.1 PROVIDER shall ensure that a Patient Care Record (PCR) is created for every patient response, that the PCR is fully and accurately completed, and that the PCR is distributed to the EMS AGENCY, receiving hospital, and ambulance paramedic service provider.

- 5.2 PROVIDER shall use an electronic health record system that exports data in a format that is compliant with the current versions of the National Emergency Medical Services Information System (NEMSIS) standards and includes those data elements that are required by the EMS AGENCY.
- 5.3 PROVIDER shall ensure that their electronic health record system can be seamlessly integrated with EMS AGENCY's data system, so EMS AGENCY may collect data from PROVIDER. Seamlessly means that the process must be automatic and timely, and will not require any effort or cost on the part of the EMS AGENCY to integrate PROVIDERS data and provide Search, Alert, File and Reconcile capability. PROVIDER shall ensure continued integration with the EMS AGENCY's data system, if changes are made to the EMS AGENCY data system. EMS AGENCY shall provide reasonable notice, which in no case shall be less than 90 days, to comply to PROVIDER.
- 5.4 PROVIDER shall comply with all EMS AGENCY Policies and Procedures related to EMS data and electronic Patient Care Record Systems.

6. Telecommunications

- 6.1 PROVIDER shall utilize and maintain telecommunications equipment as specified by the EMS AGENCY.
- 6.2 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.

7. Equipment, Supplies and Medications

- 7.1 PROVIDER shall maintain a drug and solution inventory, medical equipment, and supplies, as specified by EMS AGENCY. EMS AGENCY may revise the equipment and supply requirements due to changes in clinical practice,

technology, regulations, or for other reasons.

- 7.2 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.
- 7.3 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.
- 7.4 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.

8. MCI and EMS System Preparedness

- 8.1 PROVIDER and EMS AGENCY 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.

9. Observation by EMS Agency Staff

- 9.1 EMS AGENCY representatives shall contact PROVIDER to schedule rides 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, and comply with PROVIDER's policies regarding observers.

10. Personnel Standards

- 10.1 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.
- 10.2 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.
- 10.3 PROVIDER shall ensure that all paramedics and EMTs maintain all certifications and training required by Monterey County EMS policy.
- 10.4 PROVIDER shall assess the current knowledge and skills competency of its EMTs and paramedics in local policies, procedures and protocols.

11. Shift Schedules/Fatigue

- 11.2 PROVIDER shall maintain and enforce a fatigue management policy, which ensures that no ALS or BLS responder respond to medical calls when their ability to provide medical care is adversely affected by fatigue, illness or any other cause.

12. Pricing, Fees, Billing, and Compensation

- 12.1 PROVIDER agrees not to charge for ALS Services during the term of this agreement.

13. Performance Reporting

- 13.1 PROVIDER shall submit to EMS AGENCY, within 15 calendar days of the end of the preceding month, in a form and manner acceptable to EMS AGENCY, reports identifying PROVIDERs clinical and operational performance during the preceding month. Reports shall include, but are not limited to response time compliance reports and clinical performance reports.
 - 13.1.1 If EMS AGENCY can secure response time or other operational performance data and reports from the Monterey County Emergency Communication's Department or other sources, easily, timely, at no cost, and in a form and manner acceptable to EMS AGENCY, EMS AGENCY may relieve PROVIDER of some or

all of the responsibility identified in Section 13.1.

- 13.2 PROVIDER shall comply with such other reasonable reporting requirements as may be specified by EMS AGENCY.

14. Record Inspection

- 14.1 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 the 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.

15. Patient Privacy

- 15.1 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

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

- 16.1 PROVIDER shall not subcontract with any entity to perform response, patient

care, basic life support or advanced life support services, in whole or in part 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.

- 16.2 PROVIDER may subcontract administrative functions. Subcontracting these services does not relieve PROVIDER from the obligation to continuously comply with all requirements and terms of this Agreement. All subcontractors must comply with the indemnification requirements of Section 17 and the Insurance requirements of Section 18.

17. Indemnification

- 17.1 In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between EMS Agency and PROVIDER (collectively the "Parties") pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each other Party, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No Party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this Agreement.

18. Insurance

- 18.1. Without limiting PROVIDER's duty to indemnify, PROVIDER states that it self-insures and purchases insurance for legal liability. PROVIDER has and maintains, at its sole cost and expense, Worker's Compensation and General Liability insurance.

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

- 19.1 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.

20. Suspension, Revocation and Termination of Agreement

- 20.1 Either party may terminate this Agreement by giving 90 days' prior written notice to the other party, without cause.
- 20.2 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.

21. Waiver

- 21.1 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.

22. No Third-Party Rights

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

23. Relationship of the Parties

- 23.1 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.

24. Notices

- 24.1 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"

For PROVIDER

EMS Bureau Chief
Monterey County EMS Agency
1441 Schilling Place
Salinas, CA 93901

Fire Chief
Monterey Fire Department
610 Pacific Street
Monterey, CA 93940

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Director of Health

Date: _____

By: _____
Michael Petrie, EMSA Director

Date: _____

Approved as to Form

By: _____
County Counsel

Date: 7/30/18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7-31-18

Approved as to Liability Provisions

By: _____
Risk Management

Date: 7/30/18

PROVIDER

CITY OF MONTEREY

By: _____

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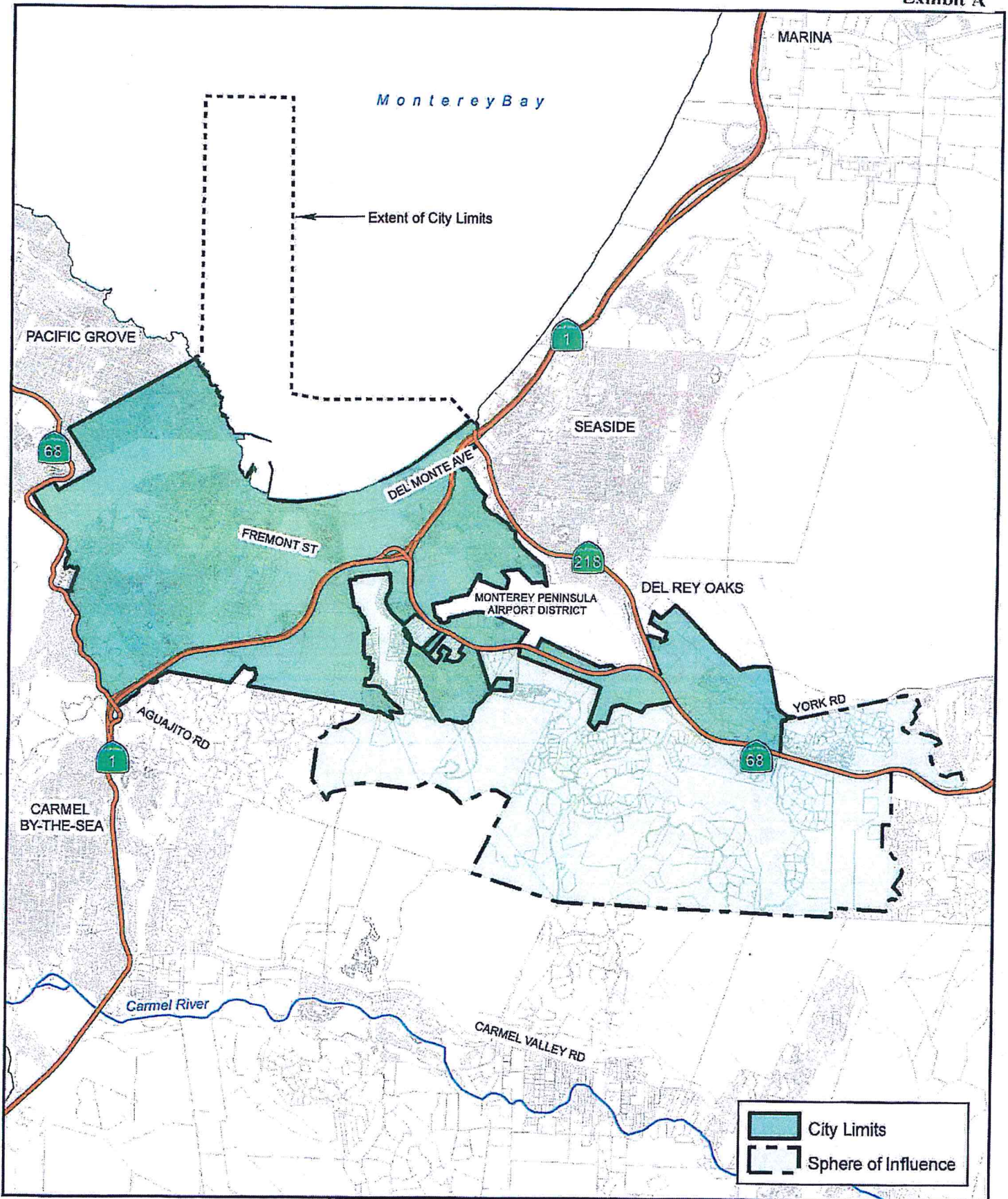
INTERIM CITY MANAGER

Date: _____

7-18-2018

By: _____

Date: _____



LAFCO of Monterey County
LOCAL AGENCY FORMATION COMMISSION

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

Agreement # A-67000
Salinas, CA 93901
FAX (831) 754-5831

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CITIES

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