

Automatic / Mutual Aid Agreement

Effective Date: TBD

Expires: January 31, 2025

AUTOMATIC AND MUTUAL AID AGREEMENT

with and between

COUNTY OF MONTEREY

and

USAG FORT HUNTER LIGGETT

Introduction

In an effort to provide an integration of ambulance service and to facilitate and respond the most appropriate paramedic ambulance unit to emergency calls within each agency's respective designated response area. County of Monterey ("County") and the USAG Fort Hunter Liggett (hereafter "the parties") have committed to the implementation of an Automatic and Mutual Aid Agreement. This Agreement provides an integration of services to facilitate and respond with the closest and most appropriate paramedic ambulance unit to emergency calls within their designated response districts.

Witnesseth:

WHEREAS, the named parties of this Agreement are geographically located in close proximity to each other within the County of Monterey, and;

WHEREAS, this Agreement is for the provision of Automatic and Mutual Aid only, and does not grant Exclusive Operating Area privileges to County or USAG Fort Hunter Liggett outside of their current designated response areas, and;

WHEREAS, Automatic and Mutual Aid is rendered for Emergency Medical Services (EMS) events constituting so-called day-to-day Automatic and Mutual Aid arising out of County of Monterey and USAG Fort Hunter Liggett ambulance units being the closest available or most appropriate EMS resource to specific emergent ambulance requests, and;

WHEREAS, this Agreement is reciprocal in that for County of Monterey USAG Fort Hunter Liggett providing Automatic Aid and Mutual Aid within their specified response areas, the County and USAG Fort Hunter Liggett to retain its own agency's structured billing schedule, and;

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WHEREAS, it is understood by the parties that ambulance responses on behalf of the County of Monterey will be made through County of Monterey's contracted ambulance provider, AMR, and;

NOW THEREFORE, in consideration of geographical and physical locations of available EMS resources, i.e., emergency ambulances in the Monterey County EMS response zones Southern Monterey County, King City the parties agree as follows:

1. Operational Response of Automatic Aid and Mutual Aid

The parties to this Agreement mutually agree to respond to requests for service in adjoining response areas identified here and illustrated in the attached Ambulance Response Zone map when identified as the closest or most appropriate resource. Most appropriate resource will be determined by the communications center utilizing current EMS resource status (resource must be staffed and ready to respond), automatic vehicle locator (AVL) systems (when reasonably available) and known response barriers. Requests for service shall apply to those requests that are determined to meet priority one (code three) response as determined by the dispatcher.

The areas referred to on the attached Ambulance Response Zone map, in so that may receive mutual aid are identified as response zones. The written description incorporated herein, outlines in detail the geographical areas of Automatic/Mutual Aid provided under the current response zones outlined under the January 30, 2010 AMR AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY.

This Agreement allows County of Monterey to request an ambulance unit from USAG Fort Hunter Liggett for Emergency Medical Services for MUTUAL AID response to an area outside the USAG Fort Hunter Liggett Response Zone, but within the County Franchise Response Zones outlined under the AMR AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICES FOR THE COUNTY OF MONTEREY when the system status of available ambulances deems necessary and appropriate in the best interest of patient care. This Agreement allows USAG Fort Hunter Liggett to request an ambulance unit from County of Monterey for Emergency Medical Services for MUTUAL AID response to an area outside the County Franchise Response Zones, but within the USAG Fort Hunter Liggett Response Zone when the system status

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of available ambulances deems necessary and appropriate and in the best interest of patient care.

2. Ambulance Availability for Automatic Aid and Mutual Aid

When a call for service occurs, the call taker enters the information into the Monterey County CAD System, where it is then simultaneously and automatically routed to the appropriate Monterey County Emergency Dispatcher (Fire Comm.) and AMR Dispatcher, based on the geographic location of the call. Ambulance resources shall be dispatched immediately without delay based on each parties CAD programming for all calls within the automatic and mutual aid zone described herein. This shall occur for all calls for service in the Automatic Aid and Mutual Aid area that are determined to be a priority one (code three) level of response by the communications dispatcher. The dispatcher shall determine the most appropriate EMS resource to send by utilizing the AVL system and taking into account the unit's status as well as any known response barriers.

3. AVL Administrative View

During the term of this agreement the parties shall make a best effort to assist USAG Fort Hunter Liggett in securing automatic vehicle locator (AVL) administrative access rights, but will be subject to County permission and if exercised, any associated fees will be responsibility of the agency seeking access. AMR authorizes USAG Fort Hunter Liggett to identify not more than two (2) authorized personnel to view and monitor the ambulance location(s). If reasonably available, access to the GPS platform shall be limited to two (2) computers and may not be copied or relocated to any other device without prior written consent by AMR. AMR and USAG Fort Hunter Liggett agree this access is being provided to view and monitor only the vehicles operated in the Mutual aid area. All data captured in the AVL system is proprietary and confidential and may not be shared in any form outside of the parties in this agreement. All inquiries related to the function/use of the AVL system shall be directed to the Monterey County EMS Agency for resolution.

4. Reports

The responding ambulance crew in the Automatic and Mutual Aid area shall complete and file all required reports and Patient Care Records, including but not

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limited to, reports mandated by the Monterey County EMS agency, US Army, County, and State Governments.

5. Compensation

All services provided in this Automatic and Mutual Aid area shall be performed without monetary compensation from one party of this Agreement to the other. The parties have the right to bill the patient or any third-party billing for services as rendered and as allowed for by all applicable laws.

6. Insurance

Under the Federal Tort Claims Act of 1946 the federal government acts as a self-insurer and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties.

Indemnification

To the fullest extent allowed by law, the parties shall defend, indemnify and hold harmless the other's officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of the other party, any sub-consultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnatee shall not apply to the extent that such liabilities are caused in part by the negligence, or willful misconduct of the Indemnatee. Notwithstanding the provisions of the above paragraph, the parties agree to defend, indemnify and hold harmless each other from and against any and all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging to either party or their employees, contractors, representatives, patrons, guests or invitees.

7. Agreement Not for Benefit of Third Parties

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This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants of the EMS response areas identified herein.

8. Mutual Covenants and Agreements

- a. Neither party may assign or delegate this Agreement to any third party without specific written permission of the other parties.
- b. This writing represents the entire Agreement and understanding between the parties. No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in the Agreement. This Agreement may only be modified in writing, signed by all parties hereto.
- c. Unless Army Regulations Dictates this Agreement shall be governed by and interpreted under the laws of the State of California

9. Term of Agreement/Termination

This Agreement shall become effective upon execution by all parties and shall remain in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either party upon thirty (30) days written notice of termination given to the other parties. Prior to termination of this agreement notification shall be made with the Monterey County EMS Agency.

10. Other

- a. Referrals - It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients for the other party or its affiliated provider, if any, or the purchasing, leasing or ordering of any services other than the specific services described in the Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
- b. Compliance - The parties will comply in all material respects with all applicable federal, State and local laws and regulations, including the federal Anti-kickback Statute. Each party's ambulances will conform to applicable state and

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local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the services will be licensed or certified as require by applicable law.

c. Compliance program and Code of Conduct -AMR has made available to the other parties a copy of its Code of Conduct, Anti-kickback policies and other compliance policies as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the other parties acknowledge receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

d. Non-Exclusion - Each party represents and certifies that neither it nor any practitioner who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in Federal health care programs, the party must notify the other parties within five (5) days of the knowledge of such fact, and the other parties may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

e. Relationship - in performance of this agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, expressed or implied, to bind or otherwise legally obligate the other. Nothing contained in this agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. The parties' administrative staff shall meet on a regular basis to address issues of mutual concern related to the provisions of aid and the parties' respective rights and obligations hereunder. It is agreed that the parties shall not be liable for payment of any salaries, wages or other forms of compensation for any of the other party's personnel performing services under this agreement.

11. Miscellaneous

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreement and may be amended only by written instrument executed by all parties. Furthermore, this agreement shall not be effective until executed by all parties.

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12. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal deliver, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the following addresses:

USAG Fort Hunter Liggett
Building 238
Jolon, California 93928
831-386-2506

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

ATTN: Regional Director
American Medical Response
2511 Garden Rd., Suite A140
Monterey, California 93940
831-718-9561

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IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

TROTTER.STEPHE
N.SCOTT.10816076
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Digitally signed by
TROTTER.STEPHEN.SCOTT.10
81607695
Date: 2023.10.26 11:15:56 -0700'

10/26/2023


Stephen S. Trotter
Colonel, Civil Affairs
Commanding
USAG Fort Hunter Liggett

DATE

Teresa Rios, CGFM
EMS Director/EMS Bureau Chief
Monterey County EMS Agency

DATE

ACKNOWLEDGING RECEIPT of agreement between Monterey County and
USAG Fort Hunter Liggett:

DocuSigned by:

82853308AAF54AF...

10/26/2023 | 3:50 PM PDT

Michael Esslinger
Regional Director
AMR Monterey County
American Medical Response

DATE

COUNTY OF MONTEREY

By: _____
EMS Director

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Legal Form

By: _____
DocuSigned by:
Susan Blitch

Date: _____
County Counsel
11/7/2023 | 3:59 PM PST

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Jennifer Forsyth

Date: _____
Auditor/Controller
11/8/2023 | 11:10 AM PST