

Mutual Aid Agreement
With and Between
American Medical Response West
And the
City of Carmel-by-the-Sea

Introduction

In an effort to provide an integration of ambulance service and to facilitate and respond with the most appropriate ambulance unit to emergency calls within each agency's respective designated response area, American Medical Response West (AMR) and the City of Carmel-by-the-Sea (Carmel) have committed to the implementation of a Mutual Aid Agreement. This Agreement provides an integration of services to facilitate and respond with the 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 Mutual Aid only, and does not grant Exclusive Operating Area privileges to AMR or Carmel outside of their current designated response areas, and;

WHEREAS, Mutual Aid is rendered for Emergency Medical Services (EMS) events arising out of AMR and Carmel ambulance units being the closest available and/or most appropriate EMS resource to specific emergent ambulance requests, and;

WHEREAS, this Agreement is reciprocal in that for AMR and Carmel providing Mutual Aid within their specified response areas, the County shall allow AMR and Carmel to retain its own agency's structured billing schedule, though not to exceed the County's approved rate schedules, and;

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

1. Operational Response of Mutual Aid

AMR may request an ambulance unit from Carmel for Emergency Medical Services for Mutual Aid response to an area outside the Carmel City limits , but within the County of Monterey Exclusive

Operating Area outlined under the AMR AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT (ALS) AND BASIC LIFE SUPPORT (BLS) AMBULANCE SERVICES, INTER-FACILITY TRANSFER, CRITICAL CARE TRANSPORT (CCT) TRANSPORT, STANDBY, AND COMMUNICATION AND DISPATCH SERVICES FOR THE EXCLUSIVE OPERATING AREA FOR THE COUNTY OF MONTEREY when the system status of available ambulances deems necessary and appropriate in the best interest of patient care. Carmel may request an ambulance unit from AMR for Emergency Medical Services for Mutual Aid response to an area outside of the Exclusive Operating Area for the County of Monterey, but within the Carmel City limits when the system status of available ambulances deems necessary and appropriate and in the best interest of patient care.

2. Ambulance Availability for Mutual Aid

When a call for service occurs, the call taker enters the information into the County of Monterey CAD System, where it is then simultaneously and automatically routed to the appropriate County of Monterey Emergency Communications Dispatcher (Fire Communications) and AMR Dispatcher, based on the geographic location of the call or other emergent factors based on Priority and Emergency Medical Dispatch (EMD). Ambulance resources shall be dispatched without delay based on each party's CAD programming, EMD, or triaging for all calls within the mutual aid areas. This shall occur for all calls for service in the Mutual Aid area that are determined to be a Priority 1 or Priority 2 (Code 3) level of response by the AMR dispatcher. Dispatchers shall determine the most appropriate ambulance resource, based on call priority, EMD factors, the current ambulance resource status, AVL system, known statuses of units clearing other assignments or traveling into the region of the call's origin, and taking into account the unit's status as well as any known response barriers.

In the event that a Priority 1 (Code 3) emergency call occurs within the Mutual Aid area and the responding agency's unit is currently assigned to a Priority 2 (Code 3) call, the responding agency shall, when operationally feasible and in the best interest of patient care, divert from the Priority 2 assignment to respond to the Priority 1 call. Dispatch shall coordinate this diversion based on system status, resource availability, and clinical urgency. The diverted agency shall notify its communications center immediately upon diversion and ensure continuity of care for any patient impacted by the reassignment. These diversions will not result in additional compensation to the provider.

3. Reports

The responding ambulance crew in the Mutual Aid area shall complete and file all required reports and Patient Care Records, including but not limited to, reports mandated by the County of Monterey EMS Agency, county and state governments.

4. Compensation

In consideration of Carmel's availability and deployment of resources in the Mutual Aid area, AMR shall pay Carmel the sum of two thousand (\$2,000.00) per request for all services. AMR shall pay Carmel within thirty (30) days of receipt of Carmel's invoice.

In consideration of AMR's availability and deployment of resources in the Mutual Aid area, Carmel shall pay AMR the sum of two thousand (\$2,000.00) per request for all services. Carmel shall pay AMR within thirty (30) days of receipt of AMR's invoice. The parties shall not be liable for any compensation arising from response requests initiated by other agencies.

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.

5. Insurance

Each party represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance and professional liability insurance all in minimum amounts that are usual and customary within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

6. Indemnification

Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligent or willful misconduct of the indemnifying party related to the performance of this agreement.

7. 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. This Agreement shall be governed by and interpreted under the laws of the State of California Mutual Covenants and Agreements

8. Term of Agreement/Termination

Upon execution, this Agreement shall be effective February 1, 2026, 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 County of Monterey EMS Agency.

9. 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 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 required 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 and GMR's web site, located at: www.gmr.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.

- f. Entry into this Agreement does not waive any rights maintained by Carmel pursuant to Health and Safety Code Section 1797.201.

10. 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.

11. 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; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notices shall be sent to the following addresses:

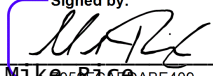
Regional Director
American Medical Response West
2511 Garden Road, Suite A-140
Monterey, CA 93940

City Administrator
City of Carmel-by-the-Sea
City Hall
Carmel, CA 93921

EMS Director
County of Monterey EMS Agency
1441 Schilling Place, South Building
Salinas, CA 93901

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

American Medical Response West

Signed by: 
By: _____
Mike R. C. ABE409...

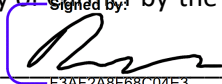
Title: Vice President of Operations

Mutual Aid Agreement

January 2026

Date: 2/27/2026

City of Carmel-by-the-Sea

Signed by:
By:  _____
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Title: Acting City Administrator

Date: 3/31/2026

Approved as to form (County of Monterey EMS Agency)

By: _____

Title: _____

Date: _____

COUNTY OF MONTEREY

By: _____
EMS Director

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Legal Form

By: _____
DocuSigned by:
Anne Breerton

A46091E5DE63489...
County Counsel

Date: _____
4/6/2026 | 6:09 PM PDT

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Patricia Ruiz

E79F64E57454F6...
Auditor/Controller

Date: _____
4/7/2026 | 1:53 PM PDT