

Mutual Aid Agreement
With and Between
American Medical Response West
And the
Monterey County Regional Fire District

Introduction

In an effort to provide an integration of ambulance service and to facilitate and respond the most appropriate ambulance unit to emergency calls within each agency's respective designated response area. American Medical Response West (AMR) and Monterey County Regional Fire District (MCRFD) have committed to the implementation of a Mutual Aid Agreement. This Agreement provides an integration of services to facilitate and respond the most appropriate paramedic ambulance unit to emergency calls within their designated response areas. AMR and MCRFD are sometimes referred to collectively as the "parties" or individually as a "party" in this Agreement.

Witnesseth:

WHEREAS, the named parties of this Agreement have designated response areas that 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 of ambulance service only, and does not grant Exclusive Operating Area privileges to AMR or MCRFD outside of their current designated or judicially confirmed response areas, and;

WHEREAS, Mutual Aid is rendered for Emergency Medical Services (EMS) events constituting so-called day-to-day Mutual Aid arising out of AMR and MCRFD 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 MCRFD providing Mutual Aid within their specified response areas, the County shall allow AMR and MCRFD to retain its own authorized and confirmed 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 areas the parties agree as follows:

1. Operational Response of Mutual Aid

This Agreement allows AMR to request an ambulance unit from MCRFD for Emergency Medical Services for MUTUAL AID response to an area outside the MCRFD Response Zone areas, 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. This Agreement allows MCRFD to 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 MCRFD Response Zone 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 factors based on Priority and Emergency Medical Dispatch (EMD). Ambulance resources shall be dispatched without delay based on each parties 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 one or priority two (code three) level of response by the AMR dispatcher. Dispatchers shall determine the most appropriate ambulance resource, based on call priority, EMD factors, to send by utilizing 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 MCRFD's availability and deployment of resources in the Mutual Aid area, AMR shall compensate MCRFD the sum of two thousand (\$2,000.00) per authorized request for all services. AMR shall pay MCRFD within thirty (30) days of receipt of MCRFD's invoice.

In consideration of AMR's availability and deployment of resources in the Mutual Aid area, MCRFD shall compensate AMR the sum of two thousand (\$2,000) per authorized request for all services. MCRFD shall pay AMR within thirty (30) days of receipt of AMR's invoice.

The parties have the right to bill the patient or any third-party for services rendered and as allowed consistent with all applicable law and this Agreement and shall initially seek satisfaction of the agreed compensation from such sources.

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, its officers, and officials 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

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 to 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 require by applicable law.
- c. Compliance program and Code of Conduct – AMR has made available to MCRFD 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 parties personnel performing services under this agreement.

- f. This Agreement does not waive any rights of MCRFD with respect to Health and Safety Code Section 1797.201, including the right to provide emergency medical services and medical transportation services within the MCRFD's 201 Area.

10. Miscellaneous

- a. 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.
- b. The parties agree to informally and formally mediate any dispute arising out of this Agreement.
- c. This Agreement shall be interpreted under the laws of the State of California. Venue for any litigation concerning the Agreement shall be in the Superior Court of Monterey County and in the Northern District of the United States District Court of California.

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; (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:

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

Fire Chief
Monterey Regional Fire District
19900 Portola Dr
Salinas, CA 93908

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

Mutual Aid Agreement

December 2025

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

American Medical Response West

Signed by: MRP
By: Mike Rice
7059PCAE0ADE409...

Title: vice President of operations

Date: 2/27/2026

Monterey County Regional Fire Protection District

By: David J. Sayert

Title: Fire Chief

Date: March 31, 2026

Approved as to Form

By: William D. Love

Title: Counsel, Monterey County Regional Fire Protection District

Date: March 20, 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 Breton

A46091E5DE63489
County Counsel

Date: _____
4/7/2026 | 3:49 PM PDT

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Patricia Ruiz

E79EF04E57454F0
Auditor/Controller

Date: _____
4/8/2026 | 9:41 AM PDT