

AGREEMENT WITH THE SAN MATEO COUNTY PRE-HOSPITAL
EMERGENCY MEDICAL SERVICES GROUP
TO BE A DESIGNATED PARAMEDIC FIRST RESPONSE SERVICE PROVIDER

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County" and The San Mateo County Pre-Hospital Emergency Medical Services Group (JPA), hereinafter collectively called "JPA";
WITNESSETH:

WHEREAS, the JPA is made up of the following entities: City of Brisbane, City of Burlingame, City of Daly City, City of Foster City, Town of Hillsborough, City of Millbrae, City of Pacifica, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, City of South San Francisco, Belmont Fire Protection District, Coastside Fire Protection District, Colma Fire Protection District, County of San Mateo, Menlo Park Fire Protection District, and Woodside Fire Protection District; and

WHEREAS, the JPA shall provide advanced life support services pursuant to its responsibilities as set forth in the Operating Agreement between the JPA and American Medical Response West ("AMR") and provided for in the agreement between County and AMR for Countywide Emergency Ambulance Service ("EASA") at paragraph 1.

WHEREAS, County has determined that countywide paramedic first response prescribed herein is the most appropriate and efficient manner of providing first responder services to the people of San Mateo County; and

WHEREAS, Division 2.5 of the Health and Safety Code, Section 1797.52

specifies that advanced life support services are provided as part of a local EMS system; and

WHEREAS, pursuant to Title 22, Division 9, Section 100168(b)(4) an EMT-Paramedic Service Provider shall have a written agreement with the local EMS agency to participate in advanced life support program and to comply with all applicable State regulations and local policies and procedures including participation in the local EMS agency's quality assurance system; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by paramedic equipped and staffed first response vehicles and paramedic equipped and staffed ambulances; and

WHEREAS, the Agreement between County and AMR for Countywide Emergency Ambulance Service (EASA) commencing on July 1, 2009 includes the provision of specific medical equipment, supplies, vehicles, and other services to the JPA; and

WHEREAS, the Agreement between County and AMR for Countywide Emergency Ambulance Service commencing on July 1, 2009 includes an annual AMR payment to the County for JPA first responder services; and

WHEREAS, the system design contained in this Agreement is the result of a three-year process involving the County, cities, fire districts, hospitals, ambulance providers, paramedics, physicians, nurses, dispatchers, and consumers;

WHEREAS, the City of South San Francisco is not part of San Mateo County's exclusive operating area as it has provided continuous paramedic advanced life support services since 1974;

NOW, THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Services to be Performed by JPA

The JPA shall provide countywide paramedic first responder services, except within the City of South San Francisco, as described in the Emergency Ambulance Services Agreement (“EASA”) between County and AMR and in the Operating Agreement between the JPA and AMR and incorporated herein. All entities that are presently members and maintain membership with the JPA may provide advanced life support within the JPA’s service area and may respond into other jurisdictional areas by virtue of automatic aid agreements in accordance with State law and the policies and procedures of the local EMS agency and any amendments, or additions, thereto. All entities that are presently members of the JPA are authorized to provide advanced life support using EMT-Paramedics on JPA’s fire apparatus or on ambulances belonging to American Medical Response West as described in the EASA and the Operating Agreement between the JPA and AMR.

2. ALS Mandate

JPA members are mandated to and shall respond to all requests for services under the Operating Agreement and the EASA using an advanced life support (“ALS”) first response vehicle. Each ALS first response vehicle shall be staffed with at least two personnel, at least one of whom shall be licensed and accredited as a paramedic.

3. Payments

Pursuant to Schedule A Section XIII. D. of the EASA AMR shall remit a monthly payment of \$311,962 to County for payment to the JPA for first responder services.

Contingent on AMR’s timely payment to County, County shall remit such payments from AMR to the JPA on the last day of each month beginning July 31, 2009.

However, in the event that AMR fails to pay County for JPA’s first responder services as specified in Schedule A Section XIII. D. of the EASA, County shall not be obligated to remit payment to the JPA until AMR remits the payments for the JPA to the County.

The amount listed in this section may increase annually beginning July 1, 2010, however, such increases may not exceed the Consumer Price Index (CPI) I-Bay Area cost index increases for the previous year.

4. Relationships of Parties

It is expressly understood that this is an Agreement made in order to satisfy the requirements contained in Title 22, Division 9, Article 5, Section 100168, and that no agency, employee, partnership, joint venture or other relationship is established by the Agreement. It is expressly understood that the County does not warranty, and is not responsible for, any services provided under this Agreement.

5. Hold Harmless

It is agreed that JPA shall defend, save harmless, and indemnify County, its officers and employees, from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of the JPA, its officers, agents, employees, and subcontractors, in the performance of this Agreement. It is agreed that JPA members shall maintain all insurance required by its Operating Agreement with AMR and that the JPA members shall list County as an additional insured on such insurance. The duty of the JPA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

It is further agreed that County shall defend, save harmless, and indemnify the JPA, its officers, employees, and members from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and which result from negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

6. Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

JPA agrees to indemnify, defend and hold harmless the County and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (collectively, "indemnified party,") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by JPA.

County agrees to indemnify, defend and hold harmless the JPA and its directors, officers, employees and members ("indemnified party") against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section by County.

7. Assignments and Subcontracts

A. Without the written consent of the Chief, San Mateo County Health System or his/her designee, this Agreement is not assignable in whole or in part. Any assignment by JPA without the written consent of the Chief, San Mateo County Health System violates this Agreement and shall be cause for the County to terminate this Agreement upon 120 days written notice. Said written consent shall not be unreasonably withheld when beneficial ownership of the organization remains unchanged.

B. Other than as provided for in this Agreement, JPA shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief, San Mateo County Health System.

C. All assignees, subcontractors, or consultants approved by Chief, San Mateo County Health System or his/her designee shall be subject to the same terms and conditions applicable to JPA under this Agreement.

D. All Agreements between JPA and any subcontractor and/or assignee for services pursuant to this Agreement (if applicable) shall be in writing and shall be provided to County.

8. Merger and Modification/ Alteration of Agreement

This Agreement is the entire agreement between the parties with respect to matters herein discussed and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement shall be binding on the parties hereto.

9. Records

A. JPA agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed, to the extent necessary to determine such compliance and evaluate such quality, appropriateness and timeliness. JPA shall make available for the County's inspection, to the extent necessary to verify compliance with this Agreement, its financial records for its services provided pursuant to this Agreement for review or audit at any place designated by County and if requested, JPA shall provide copies of such records to County.

B. JPA shall maintain and preserve all records relating to this Agreement and the Operations Agreement in its possession, for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved.

10. Financial Reports, Accounting, and Auditing Procedures

JPA agrees to make annual audited financial reports available to the County upon request. JPA shall also share annual operational budget upon the request of the County.

11. Compliance with Other Agreements and Applicable Laws

All services to be performed by JPA pursuant to this Agreement shall be performed in accordance with JPA's Operating Agreement with AMR and the EASA. Each party to this Agreement shall comply with all applicable federal (including federal anti-kickback statute), state, county and municipal laws, ordinances, regulations, EMS policies or protocols, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations and/or policies.

12. Notices

Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid:

1) In the case of County:
Chief, San Mateo County Health System
County of San Mateo
225 37th Avenue
San Mateo, CA 94403
or to such person or address as County may, from time to time furnish to JPA.

2) In the case of JPA, to:
Executive Director
San Mateo Pre-Hospital Emergency Medical Services Medical Group
1600 Floribunda Avenue
Hillsborough, CA 94010

13. Controlling Law

The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of State of California and shall be brought and maintained in the Superior Court in and for the County of San Mateo.

14. Term of Agreement

The term of this Agreement shall run concurrent with the term of the Operations Agreement between the JPA and AMR and the Countywide Emergency Ambulance Agreement between the County and AMR. The parties agree that if both of the aforementioned agreements are terminated this Agreement shall automatically terminate. Additionally, this Agreement may be terminated at anytime by the JPA or by mutual written agreement of the County and the JPA.

It is understood that if this Agreement is terminated for any reason, JPA or any of its members, excluding the City of South San Francisco, will not have the approval of County's EMS Agency to be an EMT-Paramedic Service Provider or Advanced Life Support Service Provider within San Mateo County and must cease all advanced life support services immediately. In the event this Agreement is terminated, the EMS Administrator will meet with representatives of the JPA to discuss the terms and conditions under which the JPA or any of its members may be re-designated as an EMT-P Service Provider or Advanced Life Support Service Provider. It is further agreed that if any of the entities listed in this Agreement, other than the City of South San Francisco, are no longer members of the JPA, that the entity leaving the JPA

will have no authority to provide ALS services until that entity executes a separate agreement with the County to be designated as an ALS provider pursuant to Title 22, Division (, Section 1000168 (b) (4).

Declaration of Major Breach and Takeover of 911 Ambulance Service

In the event that the Chief, San Mateo County Health System determines that a Major Breach of the EASA has occurred and such determination is brought to the Board of Supervisors, and if the nature of the breach is, in the Chief, San Mateo County Health System's and Board of Supervisors' opinion such that there is a serious and immediate threat to public health and safety, and after JPA has been given notice and an opportunity to appear before the Board of Supervisors, JPA shall cooperate completely and immediately with County to continue to provide paramedic first responder services pursuant to this Agreement and in conformity with the Major Breach provisions under the EASA. In the event of a Major Breach under the EASA, the County shall make every effort to enforce section XIII.D. of the EASA with AMR to allow for continued payments to the JPA under paragraph 3 of this Agreement. If County is unable to secure payments from AMR then JPA may terminate this Agreement thirty (30) days after the declaration of Major Breach. In the event of a termination under this section the JPA and its members will not have the approval of County's EMS Agency to be an EMT-Paramedic Service Provider or Advanced Life Support Service Provider within San Mateo County and must cease all advanced life support services immediately. In the event this Agreement is terminated, the EMS Administrator will meet with representatives of the JPA to discuss the terms and conditions under which the JPA or any of its members may be re-designated as an EMT-P Service Provider or Advanced Life Support Service Provider.

15. Other Provisions

A. Right of Inspection: County or any of its duly authorized employees or agents shall have the right to make inspections or investigations at any time without prior notice for the purpose of determining whether JPA is complying with the terms and conditions of the Operating Agreement with AMR, to the extent required to verify compliance with this Agreement. JPA shall make available to County, its records with respect to all matters covered by the Agreement. A county representative may contact the JPA to schedule a ride as "third person" on any of the paramedic first response vehicles. A county representative may inspect any paramedic first response vehicle at any time without prior notice.

B. Compliance With First Responder Standards

Each first responder ALS unit shall be staffed by at least one paramedic.

JPA shall have four JPA EMS Supervisors, who shall have responsibility for their assigned zones; 1(North Zone, 2) Central Zone, 3) South Zone, and 4) Coastal Zone. These EMS Supervisors shall have 24-hour responsibility for EMS issues involving the paramedic first responders within their assigned zone. At least one of these EMS Supervisors will be available on-call at all times for all zones during non-business hours 365 days per year.

The JPA and its members agree to comply with the standards of paramedic professionalism, training, certifications, and recordkeeping outlined in Schedule A sections II., III.B.3., IV. E., and V. of the EASA and paragraphs V., VI., VII., VIII., IX., X., and XXI of the Operating Agreement.

C. Noncompliance of JPA With Agreements

Any failure of the JPA or its members to comply with the terms of this Agreement shall be referred, in writing, to the Executive Steering Council (ESC) for its review and recommended action. Such non-compliance may include, but is not limited to, paramedic first responder qualifications/licensing/certification/accreditation/, required training, patient records, equipment, supplies, quality assurance program. The ESC shall communicate its findings to the JPA within 30 days of receiving a written referral.

JPA shall have 60 days to cure any finding of non-compliance by the ESC. If the ESC determines that the JPA is non-compliant following the 60 day cure period, it shall review the non-compliance and recommend one of the following actions:

- 1) Provide the JPA an additional 30 days to cure the non-compliance;
- 2) Recommend that AMR withhold a portion of the JPA payments to County;
- 3) Provide the JPA with a remediation plan designed to cure such non-compliance. ESC shall have the power to monitor JPA's compliance at monthly intervals with the purpose of correcting any area of non-compliance.

16. Authority to Enter Into Agreement

The parties executing this Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

San Mateo Pre-Hospital Emergency
Medical Group

By: _____

Date: _____