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THIS AGREEMENT, made and entered into this 9th day of April, 1986, by and between the County of San Joaquin, a political subdivision of the State of California, hereinafter referred to as "County" and City of Stockton, a paramedic provider agency hereinafter referred to as "Provider".

W I T N E S S E T H

WHEREAS, COUNTY and PROVIDER desire to participate in a County-wide program for the continuation and operation of an advanced life support system utilizing Emergency Medical Technician-Paramedic; and,

WHEREAS, the COUNTY desires that the PROVIDER participate in such a system; and,

WHEREAS, Section 100161, Title 22 of the California Administrative Code requires Provider Agencies which provide advanced life support services to contract with the Emergency Medical Services Agency;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, it is mutually agreed as follows:

I. PROVIDER SHALL:

1. Meet all program requirements, regulations, procedures, policies, and protocols as have been or may be, established by the San Joaquin Emergency Medical Services Agency.

1 2. Adhere to and be responsible for compliance
2 with all rules and regulations that are or may be
3 established by State statute, State regulation and
4 other County or State regulations. ;

5 3. Agree to operate paramedic units in Zone(s)
6 1, 2, 3 with units that have been designated in
7 accordance with Emergency Medical Services Agency
8 policies and procedures.

9 4. Procure and have capability to provide at all
10 times, operational radio, and biomedical com-
11 munications equipment as specified by the County,
12 and maintain and operate said equipment so as to
13 ensure continued compatibility in a manner which
14 will not degrade or interfere with the actual or
15 intended operation of the County's communication
16 system.

17 5. Be responsible for all expenses related to
18 participation as a paramedic provider.

19 II. HOLD HARMLESS

20 PROVIDER shall indemnify, defend and hold harmless
21 the County, its officers, agents and employees from all
22 claims, demands, or liability arising out of or encountered
23 in connection with this agreement or performance under it,
24 whether such claims, demands, or liability are caused by
25 PROVIDER, PROVIDER'S agent or employees, excepting only such
26 injury or harm as may be caused by COUNTY'S fault or negli-
27 gence. Such indemnification shall extend to claims, demands,

1 or liability for injuries occurring after performance under
2 this agreement as well as during performance of this
3 agreement.

4 III. INSURANCE

5 Agency shall procure and maintain in full force and
6 effect during the term of this agreement, medical malpractice
7 and comprehensive liability insurance.

8 IV. FAILURE TO COMPLY

9 Failure to comply with any of the above provisions
10 may result in action by the Emergency Medical Services
11 Coordinator/Emergency Medical Services Medical Director for
12 immediate termination of the PROVIDER as an advanced life
13 support (ALS) provider, with subsequent investigation by the
14 San Joaquin Emergency Medical Services Agency to review the
15 desirability of continuation of that PROVIDER as an ALS
16 Provider. This review shall be completed within thirty (30)
17 days of the termination date and a written summary of the
18 decision shall be sent to the PROVIDER. Decisions may be
19 appealed to the Board of Supervisors.

20 V. ALTERATION OF AGREEMENT

21 No alteration, modification or variation of the
22 terms of this agreement shall be valid unless made in writing
23 and signed by the parties hereto, and no oral understanding
24 or agreement not incorporated herein shall be binding on the
25 parties hereto.

26 VI. TERM

27 The term of this agreement shall be renewed every

1 two years unless either party gives written notice of ter-
2 mination at least sixty (60) days in advance of the date of
3 termination.

4 VII. COUNTY SHALL:

5 Permit PROVIDER to participate as an advanced life
6 support provider in the San Joaquin Emergency Medical Services
7 system pursuant to Section 100136 et seq of Title 22 of the
8 California Administrative Code, and to utilize the County's
9 Paramedic Communication Network for the purpose of partici-
10 pation, until such time that this Agreement is terminated.

11 IN WITNESS WHEREOF, the parties hereto have executed
12 with the Agreement the day and year first above written.

13 EMERGENCY MEDICAL

COUNTY OF SAN JOAQUIN

14 SERVICES AGENCY

By Michael N. Smith
MICHAEL N. SMITH, Director
Health Care Services

15 By Ellen L. H. [Signature]

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17 APPROVED AS TO FORM:

By [Signature]
PROVIDER

18 JOHN F. CHEADLE

19 COUNTY COUNSEL

20 By Michael McGrew

21 MICHAEL MCGREW

22 Chief Deputy County Counsel

APPROVED AS TO FORM

Date JUL 30 1988
[Signature]
Acting City Attorney

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