

**EMS Policy No. 4010B, Public Safety Agency Request for ALS Authorization**

**Exhibit B: Advanced Life Support Authorization Agreement Standard Terms and Conditions**

This Agreement is entered into by and between the San Joaquin County Emergency Medical Services Agency, hereinafter called "SJCEMSA" and <insert name of City or Fire District or other local jurisdiction>, hereinafter called <Public Safety Agency>, authorizing the <Public Safety Agency>, to perform non-transport advanced life support (ALS) as an integrated component of the emergency medical services (EMS) system

**RECITALS**

WHEREAS, the SJCEMSA has been designated as the local emergency medical services (EMS) agency for the County of San Joaquin ("County"), a political subdivision of the State of California, by the County Board of Supervisors pursuant to Health and Safety Code, Division 2.5., Section 1797.200;

WHEREAS, Health and Safety Code section 1797.204 requires the local EMS agency to plan, implement, and evaluate an EMS system consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures.

WHEREAS, Health and Safety Code section 1797.206 requires local EMS agencies be responsible for the implementation of ALS system.

WHEREAS, Health and Safety Code section 1797.201 provides that, at the request of a city or fire protection district that contracted for or provided EMS as of June 1, 1980, a county shall enter into a written agreement with the city or fire protection district regarding the provision of EMS for that city or district.

<Insert Agreement History>

<Insert Litigation History, if applicable>

WHEREAS, <Public Safety Agency> requests and desires to participate in the County's EMS system as an ALS service provider and integrated component of the County's EMS system pursuant to an agreement in accordance with the provisions of Health and Safety Code Section 1797.201.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services to be performed by <Public Safety Agency>:
  - 1.1. <Public Safety Agency> shall provide non-transport ALS and basic life support (BLS) emergency medical service response on a continuous twenty-four (24) hours per day basis to the <Public Safety Agency>'s service area.
  - 1.2. <Public Safety Agency>'s service area is comprised of the geographic area within the boundaries of <insert description as approved>, and other geographical areas as approved by SJCEMSA.
  - 1.3. <Public Safety Agency> shall comply with all applicable State and Federal statutes and regulations.

- 1.4. <Public Safety Agency> shall comply with all SJCEMSA policies, procedures, and protocols relating to the performance of services under this Agreement and <Public Safety Agency>'s participation in the EMS system as have been or may be established by SJCEMSA.
- 1.5. <Public Safety Agency> shall participate in SJCEMSA's EMS Quality Improvement Program (EMSQIP).
- 1.6. <Public Safety Agency> shall notify the SJCEMSA, in writing, thirty (30) days in advance of any change in <Public Safety Agency>'s capabilities or resources for the delivery of ALS and BLS.
- 1.7. <Public Safety Agency> shall notify the SJCEMSA duty officer immediately of any disruption in <Public Safety Agency>'s ability to provide of ALS or BLS services.
- 1.8. <Public Safety Agency> shall notify the SJCEMSA, in writing, within seventy-two (72) hours of becoming aware of any failure to meet compliance with this Agreement, including compliance with an SJCEMSA policy, and shall take corrective action within a reasonable period of time to correct said failure.
2. <Public Safety Agency>'s ALS Plan as approved by SJCEMSA shall be incorporated by reference into this Agreement.
3. Costs Associated with Participation in the EMS System:
  - 3.1. <Public Safety Agency> shall be responsible for all of <Public Safety Agency>'s expenses related to services under this Agreement and <Public Safety Agency>'s participation in the EMS system.
  - 3.2. <Public Safety Agency> shall report to SJCEMSA for information purposes any proposed fees or changes to fees to be charged to patients or other EMS providers in San Joaquin County by <Public Safety Agency> for <Public Safety Agency>'s performance of ALS or BLS services thirty (30) days of implementation.
  - 3.3. <Public Safety Agency> agrees to pay any fee(s) adopted by the Board of Supervisors pursuant to Government Code Section 54985 to SJCEMSA for the reasonable costs incurred by SJCEMSA for the application processing and the planning, oversight, and evaluation resulting from the <Public Safety Agency>'s participation in the EMS system.
4. Independent Contractor:
  - 4.1. No relationship of employer and employee is created by this Agreement, it being understood that <Public Safety Agency> is independent from the County.
  - 4.2. <Public Safety Agency> is responsible for acts of its employees, associates, and agents in the performance of services provided pursuant to this Agreement.
5. No Assignment or Subcontracting:
  - 5.1. <Public Safety Agency> will not assign this Agreement or any portion thereof to a third party.
  - 5.2. <Public Safety Agency> will not subcontract with any third party to perform services under Section 1.1 of this Agreement.

6. Term:
  - 6.1. This Agreement shall commence on <Insert Date>, and continue through <Insert Date>, unless terminated earlier or extended by mutual agreement of both parties.
7. Termination for Convenience:
  - 7.1. Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.
8. Termination for Cause:
  - 8.1.1. The SJCEMSA may terminate this Agreement upon written notice to <Public Safety Agency> pursuant to Section 9 for failure to comply with provisions of this Agreement.
9. Opportunity to Cure:
  - 9.1. Prior to the exercise of the SJCEMSA's right to terminate for cause, SJCEMSA shall give <Public Safety Agency> a written correction notice stating that <Public Safety Agency> has thirty (30) days, or longer if stated in the notice, to correct violations of this Agreement or the Agreement shall terminate (hereinafter "Correction Period"). The correction notice shall specify in reasonable detail the violations requiring correction.
  - 9.2. If <Public Safety Agency> has not substantially remedied each deficiency prior to the end of the Correction Period, or submitted a plan of correction that may exceed the thirty (30) days, or time period stated in the notice, to SJCEMSA within the Correction Period that is accepted by SJCEMSA, then SJCEMSA may terminate this Agreement upon written notice to <Public Safety Agency>.
  - 9.3. SJCEMSA may shorten the Correction Period to immediate suspension if the SJCEMSA determines that <Public Safety Agency>'s action or inaction has seriously threatened, or will seriously threaten, public health and safety.
10. Hold Harmless:
  - 10.1. <Public Safety Agency> shall exonerate, indemnify, defend, and hold harmless County from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with <Public Safety Agency>'s performance under this Agreement, excepting any liability arising out of the intentional or negligent conduct of County. Such indemnification includes any damage to the person(s), or property(ies) of <Public Safety Agency> and/or third persons. The obligation to indemnify, defend and hold harmless is not limited to insurance proceeds. Such indemnification shall extend to claims, demands, or liability for injuries occurring after performance under the Agreement.
11. Insurance:
  - 11.1. The <Public Safety Agency> shall procure and maintain in full force and effect during the term of this Agreement comprehensive general and medical professional liability insurance.

12. Non-Discrimination:

12.1. <Public Safety Agency> shall comply with all applicable federal, state, and local laws and regulations addressing equal opportunity and non-discrimination.

12.2. <Public Safety Agency> shall not discriminate in the provision of services performed under this Agreement because of age, race, color, national origin, ancestry, religion, sex, gender, gender expression, gender identity, genetic information, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

13. Non-Exclusivity:

13.1. Nothing in this Agreement shall be construed to create an exclusive right for <Public Safety Agency> to provide ALS or BLS services in <Public Safety Agency>'s service area.

14. Confidentiality:

14.1. <Public Safety Agency> shall maintain the confidentiality of all patient information and information obtained in the course of providing services under this Agreement in accordance with all applicable federal and state statutes and regulations.

14.2. SJCEMSA is a "Health Oversight Agency" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, accordingly a Business Associate Agreement is not necessary for <Public Safety Agency> to provide SJCEMSA patient information and information obtained in the course of providing services under this Agreement as required.

15. Contract Administrators:

15.1. The SJCEMSA Administrator or designee, and <Public Safety Agency>'s Manager or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

16. Notices:

16.1. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

For <City/Fire District>:

For SJCEMSA: EMS Administrator  
San Joaquin County EMS Agency  
PO Box 220  
French Camp CA 95231

16.2. Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices.

17. Captions:

17.1. The captions heading sections of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective sections.

18. Governing Law and Venue:

18.1. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California. Venue of such action shall be exclusively in San Joaquin County.

19. Severability of Contract:

19.1. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

20. Cumulative Remedies:

20.1. The exercise or failure to exercise of legal rights and remedies by the County or SJCEMSA in the event of any violation hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

21. Amendments:

21.1. No amendment, alteration, or modification to this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above:

**THE COUNTY OF SAN JOAQUIN**

<City/Fire District>

By: \_\_\_\_\_

By: \_\_\_\_\_

EMS Administrator

<City/Fire District>

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

J. Mark Myles  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy County Counsel

<City/Fire District>  
Attorney/General Counsel