

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective upon the date of execution of all Parties, is made by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY ("ICEMA") and the following public agencies:

1. Barstow Fire Protection District
 2. Chino Valley Independent Fire District
 3. City of Colton
 4. City of Highland
 5. City of Ontario
 6. City of Redlands
 7. City of Rialto
 8. City of Yucaipa
- (collectively "PROVIDERS").

RECITALS

WHEREAS, the matters subject to this Memorandum of Understanding are governed by the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act"), California Health and Safety Code section 1797, et seq.; and

WHEREAS, ICEMA is the local emergency medical services agency (LEMSA), pursuant to Health and Safety Code section 1797.200; and

WHEREAS, PROVIDERS are Advanced Life Support (ALS) providers; and

WHEREAS, ALS providers are responsible for first responder emergency medical services (EMS) and/or transporting prehospital patients from the scene of an emergency to acute care hospitals, or to alternate destinations when approved, within an organized EMS system in accordance with California Health and Safety Code Division 2.5, Sections 1797 et. seq., California Code of Regulations, Title 22, Division 9, and EMS policies and procedures established by ICEMA; and

WHEREAS, Health and Safety Code section 1797.254 requires local EMS agencies to annually submit an emergency medical services plan for the EMS areas to the State Emergency Medical Services Authority ("Authority"); and

WHEREAS, as stated by the California Supreme Court, "one of the primary legislative objectives of the EMS Act is to enable local EMS agencies, in conjunction with the Authority, to plan, coordinate and implement a comprehensive EMS system." (Valley Medical Transport, Inc. v. Apple Valley Fire Protection District (1998) 17 Cal.4th 747, 757.) "In order to successfully plan and implement an EMS system, the local agency must be able to either control or predict, to some degree, the way in which emergency medical services will be provided within its jurisdictions." (Id.); and

WHEREAS, pursuant to Health and Safety Code section 1797.204 ICEMA, as the LEMSAs, shall plan, implement, and evaluate an emergency medical services system; and

WHEREAS, Health and Safety Code section 1797.178 provides, in pertinent part, that no person or organization shall provide advanced life support or limited advanced life support unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency; and

WHEREAS, ICEMA acknowledges and PROVIDERS assert they have contracted for and/or provided and administered since at least June 1, 1980, prehospital emergency medical services within PROVIDERS' respective jurisdictions, and assert they have the right to continue to provide, contract and administer such services at not less than the existing level as may be authorized under California Health and Safety Code section 1797.201 and applicable law; and

WHEREAS, the mutual understandings and agreements documented herein acknowledge and confirm PROVIDERS' and ICEMA's respective legal duties to follow the law; and

WHEREAS, this Memorandum of Understanding is intended to comply with the requirements of Health and Safety Code sections 1797.178 and 1797.204, and California Code of Regulations, Title 22, section 100168(b)(4); and

NOW, THEREFORE, ICEMA and PROVIDERS hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into this Memorandum of Understanding.

2. PROVIDERS agree to comply and represent that they have complied and will continue to comply with all applicable statutes, lawful state regulations, and local policies and procedures relating to emergency medical services as set forth in the EMS Act, and all lawful state regulations and local policies and procedures promulgated pursuant to the EMS Act, including but not limited to participation in ICEMA's Emergency Medical Services System Quality Improvement Program as specified in California Code of Regulations, Title 22, section 100168(b)(4).

3. PROVIDERS agree that EMS medical control is under the authority of ICEMA's medical director or medical direction as to emergency medical services, pursuant to the EMS Act.

4. The Parties agree that the "medical control" set forth herein is in conformance with the limitations found in Health and Safety Code section 1798.8.

5. The Parties agree that PROVIDERS, for the purpose of and in conformance with Medical Control, will continue to respond to ALS calls with emergency response personnel able to do so.

6. The Parties agree to work together in good faith to resolve any breach or alleged breach of this Memorandum of Understanding.

7. The Parties agree and represent their mutual intent that nothing herein shall constitute a waiver by ICEMA or PROVIDERS of their rights and obligations under

applicable law, including but not limited to California Health and Safety Code section 1797.201. Neither this Memorandum of Understanding nor anything contained herein is intended by the parties to be an "agreement" as specified under Health and Safety Code section 1797.201 nor as a relinquishment or diminishment by PROVIDERS or ICEMA of their rights and obligations under Health and Safety Code section 1797.201. The parties acknowledge that compliance by PROVIDERS with ICEMA Policies, including without limitation any fee, charge or cost paid by a PROVIDER for ICEMA services, is not intended by the parties to be an "agreement" under Health and Safety Code section 1797.201.

8. The undersigned represent that, on behalf of their respective agencies, they have read, understand, and agree with the terms of this Memorandum of Understanding. The undersigned, and each of them, have consulted with legal counsel on the terms, and each is authorized to sign this Memorandum of Understanding on behalf of their agency.

9. This Memorandum of Understanding may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Memorandum of Understanding (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Memorandum of Understanding upon request.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

BARSTOW FIRE PROTECTION DISTRICT

DATED: _____

By: _____
Paul Anthony, Mayor and Chair

Attest:

Andrea Flores, District Clerk

Approved as to Form:

Mathew T. Summers, District Attorney

CHINO VALLEY INDEPENDENT FIRE DISTRICT

DATED: _____

By: _____
Tim Shackelford, Fire Chief

CITY OF COLTON

DATED: _____

By: _____
Bill Smith, City Manager

CITY OF HIGHLAND

DATED: _____

By: _____

CITY OF ONTARIO

DATED: _____

By: _____
Scott Ochoa, City Manager

CITY OF REDLANDS

DATED: _____

By: _____
Paul T. Barich, City Mayor
Signing on Behalf of the City of Redlands

Attest:

Jeanne Donaldson, City Clerk

CITY OF RIALTO

DATED: _____

By: _____

CITY OF YUCAIPA

DATED: _____

By: _____