

AGREEMENT FOR THE ESTABLISHMENT OF
THE REGIONAL COOPERATIVE CARE PROGRAM

WHEREAS, the City of Lemon Grove Fire Department, the City of La Mesa Fire Department, the City of National City Fire Department, the San Miguel Fire Protection District, the Bonita-Sunnyside Fire Protection District, and American Medical Response each provide pre-hospital emergency medical services;

WHEREAS, separate from the other, each organization currently provides their own administration, training and oversight of their pre-hospital services within previously established Exclusive Operating Areas (EOA) consistent with California Health and Safety Code Section 1797.224;

WHEREAS, all parties seek to maintain the existence and status of those existing Exclusive Operating Areas;

WHEREAS, each organization recognizes a benefit to consolidating and sharing of administrative, training and oversight services and recognize that the fundamental manner and scope of EMS services will remain unchanged;

WHEREAS, each organization recognizes that a public benefit will be established by the consolidating and sharing of such services;

WHEREAS, each organization has participated in the pilot program known as the Regional Cooperative Care Program, which was established as a trial for the consolidation of said services; and

WHEREAS, each organization desires to develop and establish a permanent affiliation for the provision of said services;

NOW THEREFORE, the parties hereto agree as follows:

This Agreement is entered into this 1st day of July, 2008 between City of Lemon Grove Fire Department, the City of La Mesa Fire Department, the City of National City Fire Department, the San Miguel Fire Protection District, the Bonita-Sunnyside Fire Protection District, hereinafter called the "Agencies," and American Medical Response, a private corporation, hereinafter called "AMR", and shall remain in effect for a period of 365 days.

1. The Agencies and AMR agree to continue the Regional Cooperative Care Program, hereinafter called the "RCCP," as a pilot program providing the following services:
 - A. Medical direction and oversight
 - B. Program quality assurance and improvement
 - C. Program coordination

- D. Training
 - E. Representation to other organizations and government agencies
 - F. Other services or activities that may be mutually agreed to by the parties.
2. The Agencies and AMR agree to cooperate in the establishment of a formal governing organization for the RCCP within the term of this Agreement.
 3. The Agencies and AMR agree to administer the RCCP through an "Administrative Oversight Committee", hereinafter know as the "Board". Said Board will be composed of one representative from each member agency and AMR.
 4. The membership of the Board shall elect a Chair Person, Vice-Chair Person and a Secretary. The terms of these positions will match the term of this Agreement.
 5. The Agencies and AMR agree to hold regularly scheduled and noticed meetings of the Board. Topics involving patient information, contracts or personnel issues would be identified as closed session items.
 6. During the term of this Agreement, membership of any city, fire district or AMR may be revoked by a majority of the membership at a meeting of the Board. Accordingly, any member agency or AMR may request to be removed from the RCCP at any time, and such request will become effective no sooner than 60 days from the receipt of the request by the Board Secretary.
 7. It is agreed that the cost of the RCCP will be divided between AMR and the Agencies. This shall be done by a mutually agreed upon process that will define each participant's fair share until a more formal agreement is prepared. Funding for each participant's share of cost will be provided either by direct payment, fees for service, in kind services or other agreed upon methods. It is agreed that the Agencies and AMR understand the following:
 - A. Each participating agency and AMR will have an opportunity to review all costs associated with their participation with the RCCP prior to approval or commitment of said Agency or AMR
 - B. Each participating agency and AMR will have the opportunity to understand all expectations prior to approval or commitment of the agency or AMR.
 - C. Services may be provided and serve as in-kind payment as long as the majority of the Board membership agree to the terms.
 8. The Agencies and AMR certify that its membership in the RCCP does not violate any laws, rules, regulations, ordinances or policies of any federal, state, local or other jurisdiction prohibiting membership in the RCCP.

9. Neither the Agencies nor AMR shall discriminate against any employee or members of the public on the basis of race, color, national origin, sex, marital status, parental status, or handicap in employment or business practices.
10. Each party shall indemnify, defend and hold harmless the other parties from and against any and all liability arising from any negligent acts, omissions or intentional misconduct of said party.
11. If any party to this Agreement resorts to a legal action or arbitration to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in addition to any other relief to which the party may be entitled. This provision applies to the entire Agreement.
12. Any modification of this Agreement must be mutually agreed upon, written, supported by consideration and must not delete any of the elements essential to the validity of the original Agreement.
13. This Agreement may not be assigned by any party without the prior written consent of the Board.
14. 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 shall remain in force and effect and shall not be affected.
15. This Agreement is the sole and exclusive agreement of the Agencies and AMR concerning the establishment of and membership in the RCCP.
16. The term of the Agreement shall be from the date on which it is mutually entered into by the Agencies and AMR, and will expire 365 days later. Thereafter, the agreement may be extended upon mutual agreement of the Board for the purpose of meeting the initial intent of the Pilot Program as specified in Section 2 on page 1 of this Agreement.
17. All communications to any member by another member shall be deemed made when received by such member at its respective name and address, as follows:

Michael Murphy, General Manager
American Medical Response – San Diego
8808 Balboa Avenue, Suite 150
San Diego, CA 92123

Fire Chief Tim Laff
City of Lemon Grove Fire Department
7853 Central Avenue
Lemon Grove, CA 91945

Fire Chief David Burk
City of La Mesa Fire Department
8054 Allison Avenue
La Mesa, CA 91941

Fire Chief Roderick Juniel
City of National City Fire Department
140 East 12th Street, Suite A
National City, CA 91950

Fire Chief Scott Walker
Bonita – Sunnyside Fire Protection District
4900 Bonita Road
Bonita, CA 91902

Fire Chief Augie Ghio
San Miguel Fire Protection District
1800 Via Orange Way
Spring Valley, CA 91978

Any such written communications by mail shall be conclusively deemed to have been received by the addressee five days after the deposit thereof in the United States mail, postage prepaid and properly addressed as noted above.

Signature Page:

American Medical Response

9/24/08
Date

[Signature]

City of Lemon Grove

9/16/2008
Date

Mary J. Jenson

City of La Mesa

6/15/08
Date

Art Madrid

City of National City

7-2-08
Date

[Signature]

Bonita – Sunnyside Fire Protection District

5/20/2008
Date

[Signature]

San Miguel Fire Protection District

5/20/08
Date

August F. Chio