



LINDEN – PETERS FIRE DISTRICT

17725 E. Hwy 26, Linden, CA 95236
Phone: 209.887.3710 Fax: 209.887.2821
info@lindenfire.org
Kirk Noffsinger, Fire Chief

Board Members

President: Paul Castillou, Jr.
Vice-President: Kenneth Watkins III
Secretary: David Frison
Member: Ryan Hansen
Member: Robert Dondero

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING

11:15 A.M. Wednesday, May 8, 2024

The Agenda for this special meeting was posted in the lobby window of the Fire Station at least 24 hours prior to the meeting. Kirk Noffsinger – Fire Chief

- (I.) CALL TO ORDER
- (II.) ROLL CALL OF BOARD MEMBERS
 - Paul Castillou Jr., Board President
 - Kenneth Watkins III, Board Vice President
 - David Frison, Board Secretary
 - Ryan Hansen, Board Member
 - Robert Dondero, Board Member
- (III.) APPROVAL OF THE AGENDA
- (IV.) PUBLIC COMMENT –
(Public comment/input is welcome. All comments/input are limited to three minutes per individual)
- (V.) UNFINISHED BUSINESS -
(Public comment/input is welcome before each agenda item of Unfinished and New Business. Individual comments are limited to three minutes per individual and must pertain to the specific agenda item.)
 - A. Discussion & Possible Action re: Agreement Between San Joaquin County Emergency Medical Services Agency and Linden-Peters Fire District authorizing the District's provision of non-transport basic life support as an integrated component of the prehospital emergency medical services system of the County of San Joaquin
- (VI.) NEW BUSINESS - NONE
- (VII.) BOARD QUESTIONS AND COMMENTS
- (VIII.) CLOSED SESSION – NONE
- (IX.) ADJOURNMENT

Agenda Posted: May 7 @ or before 11:15 AM

SIGNED ORIGINAL ON FILE

DAVID FRISON, BOARD SECRETARY

Basic Life Support Authorization Agreement

This Agreement is entered into by and between the San Joaquin County Emergency Medical Services Agency, hereinafter called "SJCEMSA" and Linden-Peters Fire District, hereinafter called "District", authorizing the District's provision of non-transport basic life support (BLS) as an integrated component of the prehospital emergency medical services (EMS) system of the County of San Joaquin (County).

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, SJCEMSA requires that District enter into such a written agreement in order to participate in the County's EMS system as a BLS service provider and an integrated component of the County's EMS system pursuant to the EMS Act, and SJCEMSA protocols.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Services to be performed by District:

- 1.1. District shall provide BLS non-transport and emergency medical service response on a continuous twenty-four (24) hours per day basis to the District's service area.
- 1.2. District's service area is comprised of the Linden-Peters Fire District and other geographical areas as approved by SJCEMSA.
- 1.3. District shall comply with all applicable State and Federal statutes and regulations.
- 1.4. District shall comply with all SJCEMSA policies, procedures, and protocols relating to the performance of services under this Agreement and District's participation in the EMS system..
- 1.5. District is authorized to and shall provide automatic external defibrillation (AED).
- 1.6. District shall conduct quarterly EMT enhanced skills competency verification for all EMT personnel.
- 1.7. District shall endeavor to have at least one EMT available to respond to each request for emergency medical service if possible.
- 1.8. District shall notify the SJCEMSA within 24 hours following each occurrence of the administration of epinephrine or naloxone using the forms and process required by SJCEMSA.
- 1.9. District shall participate in SJCEMSA's EMS Quality Improvement Program (EMSQIP).

- 1.10. District shall notify the SJCEMSA, in writing, thirty (30) days in advance of any change in District's capabilities or resources for the delivery of BLS.
 - 1.11. District shall notify the SJCEMSA duty officer immediately of any disruption in District's ability to provide BLS services.
 - 1.12. District 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. Services to be performed by SJCEMSA:
 - 2.1. SJCEMSA shall recognize District as a BLS service provider in the County's EMS system.
 - 2.2. SJCEMSA, through its Medical Director, Administrator, staff, and agents, shall take all actions consistent with its role as the designated local EMS agency for the County pursuant to Health and Safety Code, Division 2.5 and California Code of Regulations, Title 22, Division 9 in accordance with State law and regulations.
3. Costs Associated with Participation in the EMS System:
 - 3.1. District shall be responsible for all of District's expenses related to services under this Agreement and District's participation in the EMS system.
 - 3.2. District 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 District for District's performance of BLS services within thirty (30) days of implementation.
4. Independent Contractor:
 - 4.1. No relationship of employer and employee is created by this Agreement, it being understood that District is independent from the County and/or SJCEMSA.
5. No Assignment or Subcontracting:
 - 5.1. District will not assign this Agreement or any portion thereof to a third party.
 - 5.2. District will not subcontract with any third party to perform services under Section 1.1 of this Agreement.
6. Term:
 - 6.1. The effective date of this Agreement shall be the date the last Party signs this Agreement (Effective Date).
 - 6.2. The Agreement shall expire on the last day of the month, five (5) years from the Effective Date of the Agreement, 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. The SJCEMSA may terminate this Agreement upon written notice to District 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 District a written correction notice stating that District 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 District 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 District.

9.3. SJCEMSA may shorten the Correction Period to immediate suspension if the SJCEMSA determines that District's action or inaction has seriously threatened, or will seriously threaten, public health and safety.

10. Hold Harmless:

10.1. District shall exonerate, indemnify, defend with counsel approved by the County, 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 District'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 District 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.

10.2. County shall exonerate, indemnify, defend with counsel approved by the District, and hold harmless District from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District 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 County's performance under this Agreement, excepting any liability arising out of the intentional or negligent conduct of District. Such indemnification includes any damage to the person(s), or property(ies) of County 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. Nonwaiver and Preservation of Statutory Rights and Obligations:

- 11.1. Nothing in this Agreement shall be construed as a waiver of either party's rights, obligations, and authorities under statute, all of which are reserved; provided, however, that District shall not exercise any of its perceived statutory rights, obligations, and authorities in any manner inconsistent with, or contrary to, either party's obligations under this Agreement.

12. Insurance:

- 12.1. The District shall procure and maintain in full force and effect during the term of this Agreement comprehensive general and medical professional liability insurance.

13. Non-Discrimination:

- 13.1. District shall comply with all applicable federal, state, and local laws and regulations addressing equal opportunity and non-discrimination.
- 13.2. District 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.

14. Exclusive Services:

- 14.1. Nothing in this Agreement shall be construed to create or preclude an exclusive right to provide prehospital non-transport EMS in District's service area.

15. Confidentiality:

- 15.1. District 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.
- 15.2. 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 District to provide SJCEMSA the patient information and information obtained in the course of providing services under this Agreement that SJCEMSA deems necessary to accomplish its health oversight activities in compliance with HIPAA.
- 15.3. SJCEMSA represents and warrants that all patient information it requires and requests from the District shall be requested and used to accomplish SJCEMSA's health oversight activities in compliance with HIPAA, including but not limited to 45 C.F.R. Sections 164.512 and 164.514.

16. Contract Administrators:

16.1. The SJCEMSA Administrator or designee, and District's Fire Chief or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

17. Notices:

17.1. 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 District: Kirk Noffsinger, Fire Chief
Linden-Peters Fire District
17725 E Hwy 26
Linden, CA 95236

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

17.2. 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.

18. Captions:

18.1. 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.

19. Governing Law and Venue:

19.1. 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.

20. Severability of Contract:

20.1. 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.

21. Cumulative Remedies:

21.1. The exercise or failure to exercise of legal rights and remedies by the County, SJCEMSA, or District 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.

22. Amendments:

22.1. 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:

COUNTY OF SAN JOAQUIN

LINDEN-PETERS FIRE DISTRICT

By: _____ By: _____
Jared Bagwell, Paul Castillou, Jr.
EMS Administrator Chairperson

Date: _____ Date: _____

Approved as to form:
Edward J. Kiernan,
County Counsel

By: _____
Zayante (Zoey) P. Merrill,
Deputy County Counsel