MARIPOSA COUNTY RESOLUTION NO. 83-262

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:

Central California Emergency Medical Services Agency

Continuation of Call Agreement

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 6th day of September 1983, by the following vote:

AYES: BARRICK, DALTON, ERICKSON, MOFFITT, TAHER
NOES
ABSENT:
ABSTAINED:

ERIC J. ERICKSON, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ROBERT WASH
County Counsel
CCEMSA CONTINUATION
OF CALL AGREEMENT

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, as set forth in California Health and Safety Code sections 1797 et seq., provides for county by county certification of Advanced Life Support personnel (hereinafter ALS) and Limited Advanced Life Support personnel (hereinafter LALS) and ordinarily permits their operation only within the county of certification; and

WHEREAS, there are contiguous areas among the counties of the Central California EMS Agency region wherein emergency medical needs may be most expeditiously served by out-of-county resources; and

WHEREAS, there is also need from time to time to transport critically ill persons across county lines; and

WHEREAS, the best interest of the signatory counties will be served by permitting ALS or LALS personnel certified in one county to perform acts of medical treatment in the other counties under appropriate circumstances as mentioned above; and

WHEREAS, the signatory counties desire to enter into this agreement pursuant to the joint exercise of powers provisions of Government Code section 6500 et seq., to permit cross-jurisdiction continuation of call under the conditions hereinafter set forth

NOW, THEREFORE, the parties agree as follows:

1. The counties of Fresno, Kern, Kings, Madera, Mariposa, and Tulare hereby recognize the certification of LALS and ALS personnel in the other signatory counties when they deliver patients to hospitals in each respective county.

2. This recognition and certification exits solely to aid in the continuation of calls for the delivery of patients originating in the dispatching county to medical facilities in another county, and does not grant permission for ambulance companies to respond to or pick up emergency or other patients across
county lines, unless specifically requested to do so by the requesting county's central ambulance dispatch, or equivalent agency authorized to dispatch ambulances.

3. Each county shall recognize the certification of LALS and ALS by other signatory counties provided that:

(a) The LALS or ALS personnel are in good standing, qualified and certified by the dispatching county's health officer or designated physician in conformance with California Health and Safety Code sections 1797 et seq.;

(b) LALS or ALS personnel operate under the medical control of the base hospital within the dispatching county;

(c) If direct voice communications with such base hospital cannot be established or maintained, no new invasive procedures are attempted except as specifically authorized by the originating county's approved written protocols.

4. This agreement shall continue in force from year to year. Any party may withdraw from this Agreement, as its sole discretion, upon 30 days advance written notice thereof to all other parties. Such withdrawal by a signatory county shall not affect reciprocity rights existing between other remaining signatory counties.

5. All current regulations or procedures regarding a county's LALS or ALS program which affect this agreement, and any future changes thereto, shall be sent to the health officer of each signatory county with a copy to the CCEMSA office.

6. This agreement does not require any signatory county, any ALS or LALS personnel, any ambulance company or base hospital located in a county to furnish emergency medical care services within the territory of another signatory county.

7. This agreement shall not affect the rights of any ALS provider, any LALS provider or any base station hospital to recover compensation for emergency medical care services to which it may be entitled.
8. This agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.

IN WITNESS WHEREOF, the Board of Supervisors of each signatory county has caused this Agreement to be subscribed by its chairman.

FRESNO:
Chairman, Board of Supervisors

MADERA:
Chairman, Board of Supervisors

KERN:
Chairman, Board of Supervisors

MARIPOSA:
Chairman, Board of Supervisors

KINGS:
Chairman, Board of Supervisors

TULARE:
Chairman, Board of Supervisors