

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
FOR EMERGENCY MEDICAL SERVICES AGENCY ADMINISTRATION -
MENDOCINO COUNTY**

This agreement (“Agreement”), dated as of _____ 2024 (“Effective Date”), is by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, (hereinafter “MENDOCINO”) and the COUNTY OF SONOMA, a political subdivision of the State of California, (hereinafter “SONOMA”).

RECITALS

WHEREAS, pursuant to Government Code Section 31000, MENDOCINO may retain independent contractors to perform special services to or for MENDOCINO or any department thereof;

WHEREAS, MENDOCINO desires to obtain EMERGENCY MEDICAL SERVICES AGENCY ADMINISTRATION (“Services”);

WHEREAS, SONOMA is professionally qualified to provide such Services and is willing to provide same to MENDOCINO;

WHEREAS, each county developing an emergency medical services (EMS) program is required to designate a Local Emergency Medical Services Agency (LEMSA) pursuant to the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the California Health and Safety Code, hereinafter referred to as the “Act”);

WHEREAS, California Health and Safety Code Section 1797.200 authorizes counties to enter into contracts for the purpose of the LEMSA and take such actions as envisioned by this agreement;

WHEREAS, MENDOCINO has designated SONOMA as its local EMS Agency and delegated its LEMSA responsibilities in accordance with the Act and Title 22 of the California Code of Regulations and desires to contract with SONOMA to provide Services related to those local EMS Agency responsibilities;

WHEREAS, MENDOCINO and SONOMA recognize that the LEMSA Medical Director and LEMSA have specific responsibilities as specified by the Act; and

WHEREAS, MENDOCINO and SONOMA have mutually agreed as to the subject matter contained herein and upon a method to finance the Services undertaken by SONOMA pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. Agency Designation

Pursuant to Health and Safety Code Section 1797.94 & 1797.200, MENDOCINO has designated Sonoma County Department of Health Services as MENDOCINO's local EMS Agency and contracts with SONOMA for the provision of LEMSA Services per applicable law.

- A. EMS system medical direction and management shall be under the medical control of the EMS Medical Director(s) of the EMS Agency. Such medical control shall be in accordance with the Act and Title 22 of the California Code of Regulations.
- B. Nothing in this Agreement shall be construed to create a reciprocal agreement under Health and Safety Code Section 1475 between SONOMA and MENDOCINO.

2. MENDOCINO Responsibilities

- A. MENDOCINO shall provide administrative support and policy direction through the Public Health Department (or other County Department as designated by the Executive Office) and the Executive Office, as well as legal counsel through both the Sonoma County and Mendocino County Office of County Counsel, to the EMS Agency for matters directly pertaining to the Mendocino County portion of the EMS system including, but not limited to, local ordinances, contract procurement and contracting, and actual or potential litigation.
- B. MENDOCINO shall provide in-kind support in the form of dedicated office space sufficient for at least two staff members; workstations shall have internet connectivity to serve for exclusive use of the local EMS Agency office.
- C. MENDOCINO shall be solely responsible for any expenses related to the maintenance of the Mendocino County owned and operated EMS radio system(s).
- D. MENDOCINO will pay for the EMS data system used by Mendocino EMS system providers, as set forth in Exhibit A (Budget).
- E. With exception for those specific responsibilities assigned to SONOMA under the terms of this Agreement, MENDOCINO shall be responsible for complying with all federal, state, and local laws, rules, and regulations associated with the continuing operation of the Mendocino County portion of the EMS system.

3. SONOMA Responsibilities

SONOMA shall provide administrative staff personnel for the EMS Agency (positions as detailed in Exhibit A), who will establish a consistent and regular presence in Mendocino County and shall perform the following, all in accordance with the Act and this Agreement:

- A. Plan, implement, and evaluate the designated components of the emergency medical service system in Mendocino County in accordance with the appropriate provisions of the Act pursuant to Health and Safety Code Section 1797.204.
- B. Authorize and implement emergency medical service systems pursuant to Division 2.5 of the California Health and Safety Code and Title 22, Division 9, of the California Code of Regulations.
- C. Meet the LEMSA responsibilities of the Medical Health Operational Area Coordinator (MHOAC) program in collaboration with the Mendocino County Public Health Department and Health Officer.
- D. Pursuant to Health & Safety Code Section 1797.202, contract with or employ a physician(s) to be the EMS Medical Director and/or, as necessary, Deputy EMS Medical Director, herein jointly and individually referred to as "Medical Director(s)," to provide

medical control and assure medical accountability pursuant to Health and Safety Code Section 1798 and Title 22 of the California Code of Regulations.

- E. Develop and submit a plan to the Sonoma and Mendocino County Boards of Supervisors and the State EMS Authority for an emergency medical services system, and consistent with such plan, coordinate and otherwise facilitate arrangements necessary to develop the local EMS system. Such plan shall be revised as necessary pursuant to Health and Safety Code Sections 1797.250, 1797.252 and 1797.254.
- F. Assist MENDOCINO in developing, adopting, implementing, and enforcing ordinances governing the transport of patients who are receiving care from EMS personnel consistent with the provisions of Health and Safety Code Section 1797.222.
- G. Establish policies and procedures to assure medical control of the EMS system to meet any medical control requirements including, but not limited to, dispatch, patient destination policies, patient care guidelines, and quality assurance requirements pursuant to Health and Safety Code Section 1797.220 and Title 22 of the California Code of Regulations.
- H. Upon the recommendation or request of MENDOCINO, shall assist in the creation of an exclusive operating area(s) pursuant to the provisions of Health and Safety Code Section 1797.224. MENDOCINO shall retain the right to control the procurement process, during any competitive process for the selection of provider(s) of services in the LEMSA, including the selection and contracting with provider(s).
- I. Approve and monitor EMS training programs as those terms are defined in Health and Safety Code, establish additional training or qualifications as necessary, and determine whether the operation of such training programs are in compliance with the Act, and approve training programs if they are found to be in compliance pursuant to Health and Safety Code.
- J. Consistent with State regulations and MENDOCINO ordinances, develop a schedule of fees for testing, certification, and accreditation in an amount sufficient to cover the reasonable cost of administering the process.
- K. Establish policies and procedures for medical direction of prehospital emergency medical care personnel pursuant to Health and Safety Code Section 1798.2 and Title 22 of the California Code of Regulations.
- L. Develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities pursuant to Health and Safety Code section 1798.170 and Title 22 of the California Code of Regulations.
- M. As necessary, evaluate any alleged violation of EMS Agency transfer protocols, guidelines, or agreements, and take whatever corrective action it deems appropriate when an actual violation has occurred pursuant to Health and Safety Code section 1798.205.
- N. Provide liaison with the Mendocino County Emergency Medical Care Committee and providers to meet MENDOCINO'S needs pursuant to Health and Safety Code Section 1797.274.

- O. Provide Hospital Preparedness Program support as required by federal grant who will conduct activities, trainings, and technical assistance with overarching intent to increase preparedness and response in Mendocino County.
- P. Develop revise and submit specialty care plans to the state EMS Authority and designate specialty care facilities per State Law.
- Q. Review applications for grants and contracts for federal, state, or private funds concerning emergency medical services or related activities in Mendocino County pursuant to Health and Safety Code Section 1797.256.
- R. Approve alternate base stations to provide medical direction as necessary pursuant to Health and Safety Code Section 1798.105.
- S. Ensure that the EMS Medical Director(s) evaluate and report to the State EMS Authority regarding EMT-Paramedic acts or omissions that appear to constitute grounds for disciplinary action pursuant to Health and Safety Code Section 1798.201.
- T. Perform any requirements consistent with State EMS Authority requirements for local EMS agencies necessary to ensure continued state and/or federal funding for the EMS Agency.
- U. LEMSA staff shall serve as liaisons representing MENDOCINO and SONOMA interests in State of California EMS Commission, EMS Authority, and its sub-committee meetings/trainings. This includes regular meetings of the EMS Administrators Association of California, and EMS Medical Directors Association of California. LEMSA staff shall also represent the two Counties' interests in pertinent National meetings and trainings, i.e., the American Heart/Stroke Association, Cardiac Arrest Registry for Enhanced Survival and NIMS/Disaster Preparedness activities.
- V. Submit regular reports to the Mendocino County Director of Public Health or his/her designee on the status of and any pertinent issues involving the Mendocino County portion of the EMS system. At a minimum, such reports shall be submitted on an annual basis.
- W. Maintain a hospital emergency communications system for the Mendocino County portion of the Regional EMS System.
- X. For the purposes of performing the Services required by this Agreement, SONOMA shall furnish all equipment, supplies, and at least one response Sport Utility Vehicle with specifications as determined by the LEMSA necessary to maintain the level of service set forth in this Agreement except as specifically set forth herein.

4. Consideration

- A. In full consideration of SONOMA's performance in providing the services established under this Agreement, MENDOCINO shall reimburse SONOMA in accordance with Exhibit A (Budget), attached hereto and incorporated herein by this reference. SONOMA shall submit an invoice to MENDOCINO; fee is payable within 30 days of receipt of invoice.
- B. Exhibit A identifies fiscal year (FY) 2024-2025 staffing and tabulates the budget, including salaries with benefits, services, supplies, and program costs for this Agreement.

The fee amount will increase each fiscal year based on program costs, but not by more than 8% from the prior year. In the event of a conflict between the body of this Agreement and Exhibit A (Budget), the provisions in the body of this Agreement shall control.

- C. In no event shall MENDOCINO be obligated to pay SONOMA more than the total sum of \$1,346,724 (and not more than \$414,836 for FY24-25, \$448,023 for FY25-26, and \$483,865 for FY26-27) under the terms and conditions of this Agreement. The maximum obligation amounts for fiscal years 2025-2026 and 2026-2027 have been adjusted to incorporate an annual increase of 8%, as stipulated in Provision 4(B).
- D. Should MENDOCINO engage SONOMA to perform additional project work (such as a JPA) the additional project work will be performed in accordance with the terms agreed upon by both parties in a separate project contract. Additionally, MENDOCINO agrees to pay SONOMA for the additional project work separately from this Agreement.

5. Status of Employees

- A. As between the parties hereto, all persons employed or contracted by SONOMA shall be solely employees or contractees of SONOMA and not employees or contractees of MENDOCINO. SONOMA shall be solely responsible for salaries and benefits of such personnel, including Worker's Compensation, except as set forth in Exhibit A (Budget).
- B. SONOMA shall be responsible for supervising Sonoma EMS Agency staff, hiring and assigning personnel, establishing standards of performance, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of Services and control of personnel.

6. Indemnification

Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7. Term and Termination

- A. This Agreement shall be effective from July 1, 2024 and shall terminate on June 30, 2027, unless terminated earlier in accordance with the provisions specified herein.
- B. Either party may terminate this Agreement without cause by giving ninety (90) days written notice to the other party. Upon termination, SONOMA shall turn over to MENDOCINO all writings, documents, plans, files and computer programs produced by SONOMA to implement this Agreement and refund to MENDOCINO any pro-rata share of payments made in advance for services that were not rendered or costs that are not substantiated by invoices.

8. Dispute Resolution

If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, MENDOCINO and SONOMA agree first to try in good faith to meet and confer to settle the dispute.

9. Entire Agreement

This Agreement constitutes the entire agreement between MENDOCINO and SONOMA with respect to the subject matter hereof and supersedes all previous negotiations, proposals, agreements, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

10. Amendment/Modification

Except as specifically provided herein, this Agreement may be amended or modified in writing with the prior written authorization of both parties.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

COUNTY OF MENDOCINO:

Maureen Mulheren, Chair
BOARD OF SUPERVISORS
Date

ATTEST:
Darcie Antle, Clerk of said Board

Deputy
Date

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Darcie Antle, Clerk of said Board

Deputy
Date

DEPARTMENT FISCAL REVIEW:

Xuyen Mallela, Executive Division Manager
Date

Budgeted: Yes No
Budget Unit: 4016
Line Item: 86-3280
Org/Object Code: EM
Grant: Yes No

INSURANCE REVIEW:

Risk Management
Date

COUNTY OF MENDOCINO (Continued):

COUNSEL REVIEW:

APPROVED AS TO FORM:

James R. Ross, Interim County Counsel

Deputy

Date

EXECUTIVE OFFICE/FISCAL REVIEW:

Deputy CEO

Date

COUNTY OF SONOMA:

Tina Rivera, Director
Department of Health Services

Date

By signing above, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they, or the entity upon behalf of which they acted, executed this Agreement.

APPROVED AS TO FORM:

Sonoma County Counsel

Date

NAME AND ADDRESS OF CONTRACTOR:

County of Sonoma
Department of Health Services, CVEMSA
195 Concourse Blvd., Unit B
Santa Rosa, CA 95403

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+**
Board of Supervisors

Exception to Bid Process Required/Completed _____

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

Exhibit A – Budget

Fiscal Year 2024-2025 Budget

Salary and Benefits	\$
Credentialing (Admin Aide)	31,942
CQI (ALS Coordinator)	16,308
Primary Sonoma (EMS Coord)	43,623
Primary Mendo (EMS Coord)	167,046
Administrator (EMS Mgr)	50,711
Data Systems (Epidemiologist)	6,232
Medical Director (Contract)	20,000
Eric Polen (Contract)	9,880
Total Salary and Benefits	345,742
Services and Supplies	
Services	91,701
Supplies	3,369
Rent	10,395
Admin (HR, Privacy, Compliance, facilities, insurance, risk)	21,298
PH Administrative Program Support	9,187
Image Trend (Allocated 80/20 split)	15,391
Total Services and Supplies	151,341
Total Program Costs	497,083
Revenue Offset	
EMT / Medic Certification fees	15,637
Trauma Designated Hospitals: Memorial, Adventist Willits and Adventist Ukiah	48,205
Aircraft: REACH and CALStar	6,135
STEMI Designated Hospitals: Sutter and Memorial	12,270
Total Revenue Offset	82,247
Total Contract Cost to Mendocino for 2024-2025 FY	414,836