

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”), dated as of _____ (“Effective Date”), is by and between the County of Sonoma Department of Health Services, Coastal Valleys EMS Agency (hereinafter “CVEMSA”) and <ALS provider name> (hereinafter “PROVIDER”), (CVEMSA and PROVIDER collectively, the “PARTIES”).

RECITALS

WHEREAS, the matters subject to this MOU 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.*;

WHEREAS, PROVIDER is an Advanced Life Support (ALS) provider;

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 (“CVEMSA”);

WHEREAS, California Code of Regulations, Title 22, Section 100168 requires, in pertinent part, that an approved paramedic service provider shall have a written agreement with the LEMSA to participate in the EMS system and to comply with all applicable State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services System Quality Improvement Program (“EMSQIP”);

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

WHEREAS, PROVIDER desires approval to operate as a paramedic service provider within the County of Sonoma; and

WHEREAS, this MOU is intended to comply with the requirements of Health and Safety Code section 1797.178 and California Code of Regulations, Title 22, section 100168(b)(4).

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and undertakings set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the PARTIES hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into this MOU.
2. PROVIDER agrees to comply and represent that it has 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 CVEMSA's EMSQIP as specified in California Code of Regulations, Title 22, section 100168(b)(4).
3. PROVIDER agrees that EMS medical control is under the authority of CVEMSA'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. This MOU does not expand or contract the established legal definition of “medical control.”

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

6. Both Parties agree that they will work together to solve problems and issues at the lowest possible level. Any Party may request a meeting to resolve issues. If this process has not been satisfactory, the issue may be raised to the EMS Administrator, or the DHS Director.

7. The Parties agree and represent their mutual intent that nothing herein shall constitute a waiver by CVEMSA or the PROVIDER of their rights and obligations under applicable law, including but not limited to any rights that may exist pursuant to California Health and Safety Code section 1797.201. Neither this MOU nor anything contained herein is intended by the parties to be an “agreement” under Health and Safety Code section 1797.201. By entering into this MOU, PROVIDER does not waive, relinquish, transfer, abandon, or acquiesce to the loss of any administrative authority, rights, or obligations it may possess under Section 1797.201.

8. <PUBLIC>The term of this MOU shall be for three years from the date of signing by both parties and shall automatically renew thereafter. Either party may terminate this MOU with 30 days’ notice.

9. <PRIVATE>The term of this MOU shall be until CVEMSA implements a permitting policy process pursuant to Sonoma County Municipal Code Sections 28-5 and 28-6 that applies to PROVIDER, or for one year from the date of signing by both parties, whichever comes first. Either party may terminate this MOU with 30 days’ notice.

10. Notices. Any notice provided pursuant to this MOU shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested; (iii) if by overnight or similar third party courier service, then upon delivery thereof as confirmed by such service; or (iv) if by e-mail transmission, upon electronic confirmation by the intended recipient thereof. Notices shall be sent to the addresses set forth below or such other address as a party may in the future specify in writing to the other party.

To CVEMSA:	To PROVIDER:
Bryan Cleaver EMS Administrator Department of Health Services County of Sonoma 195 Concourse Blvd, Suite B Santa Rosa CA 95406 707-565-6508 bryan.cleaver@sonoma-county.org kristina.griffith@sonoma-county.org	

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

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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

PROVIDER:

<name>
<organization>

Dated

CVEMSA:

Approved:

Tina Rivera, Director
County of Sonoma Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated