

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

This Agreement, dated as of _____ 2020, is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "MENDOCINO," and the COUNTY OF SONOMA, a political subdivision of the State of California, hereinafter referred to as "SONOMA".

WITNESSETH:

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

WHEREAS, COUNTY of MENDOCINO desires to obtain EMERGENCY MEDICAL SERVICES AGENCY ADMINISTRATION ("Services"); and

WHEREAS, SONOMA is professionally qualified to provide such services and is willing to provide same to COUNTY; and

WHEREAS, the term of this Agreement shall be from July 1, 2019 through June 30, 2022.

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"); and

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; and

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; and

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 responsibilities 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:

I. 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 functions 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.

II. MENDOCINO Responsibilities

- A. MENDOCINO shall provide administrative support through the Health & Human Services Agency and the Executive Office, as well as legal counsel through the 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. 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.

III. 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 Health and Human Services Agency 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, create 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 County 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 Coordinator 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. Submit regular reports to the Mendocino County Director of Health and Human Services 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;
- V. Maintain a hospital emergency communications system for the MENDOCINO portion of the Regional EMS System;
- W. For the purposes of performing the LEMSA 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.

IV. Consideration

- A. MENDOCINO shall reimburse COASTAL VALLEYS EMS AGENCY for each consecutive year during the term of this agreement. MENDOCINO shall issue payment to the EMS Agency in an amount set forth below:

FY19-20	\$292,617	Covers 07/01/19 – 6/30/20
FY20-21	\$399,910	Estimated increase of 2.5%
FY21-22	\$409,908	Estimated increase of 2.5%

EMS Agency shall submit an invoice to MENDOCINO, fee is payable within 30 days of receipt of invoice. Fee shall be reviewed annually and any increase shall not exceed the change in the Consumer Price Index for June for the San Francisco - Oakland - San Jose, CA area.

- B. The parties incorporate by reference herein, Exhibit A, which identifies staffing and tabulates the budget including salaries with benefits, services, supplies, and program costs for this Agreement.
- C. MENDOCINO shall also reimburse COASTAL VALLEYS EMS AGENCY the Mendocino portion of the EMS data systems. This amount is \$25,309 for Fiscal 19-20 and will be increased by 5% annually.

V. 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.

- 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.

VI. 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.

VII. Term and Termination

- A. This Agreement shall be effective from July 1, 2019 and shall terminate on June 30, 2022; 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.
- C. Upon mutual written agreement by both parties, this agreement may be extended beyond the termination date specified herein. Any such agreement shall specify the term and compensation related to such extension.

VIII. 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.

IX. Amendment/Modification

Except as specifically provided herein, this Agreement may be amended or modified in

writing with the prior written authorization of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Exhibit A

EXPENSES		Coastal Valleys EMS FY19-20 Budget	SONOMA		MENDOCINO		CARES	
Salary and Benefits (w/ equity adj)	FTE							
Credentialing Staff	1.00	94,223	0.80	75,360	0.20	18,863		-
Emergency Preparedness Coordinator	1.00	165,726	0.50	82,863	0.50	82,863		-
Epidemiologist	1.00	170,855	0.50	85,428	0.50	85,427		-
Specialty Care Coordinator	1.00	170,855	0.80	136,651	0.20	34,204		-
CARES Coordinator	1.00	170,855	0.15	25,612	0.10	17,102	0.75	128,141
Primary Sonoma Coordinator	1.00	154,719	0.80	147,740	0.20	36,979		-
Primary Mendocino Coordinator	1.00	164,497	0.02	32,931	0.80	131,566		-
Medical Director	0.50	100,000	0.30	59,962	0.20	40,038		-
Administrator	1.00	228,424	0.55	125,589	0.45	102,835		-
Total	8.50	1,420,154	4.60	772,136	3.15	549,877	0.75	128,141
Services		323,748		172,396		122,765		28,587
Supplies		16,340		8,701		6,196		1,443
Admin		116,365		61,964		44,126		10,275
Computer/ Cost Plan / ERP		72,433		38,571		27,467		6,395
Total		528,886	53.25%	281,632	37.92%	200,554	8.83%	46,700
Total Program Costs		1,949,040		1,053,768		750,431		174,841
Pre-HospCare		85,000		25,768		32,232		
Trauma		211,160		131,088		80,072		
Aircraft		25,625		15,908		9,717		
Bas RecHosp		128,904		80,024		48,880		
STEMI		55,401		34,393		21,008		
Certifications		120,000		74,496		45,504		
Franchise		324,003		201,141		122,862		
CARES		125,000						125,000
Total Revenue		1,075,093	62.08%	562,818	37.92%	360,275	8.83%	125,000
Mendocino Contract		390,156				390,156		
Sonoma Contribution		513,791		463,950				49,841
Net Cost		-		-		-		-

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler
Tammy Moss Chandler, Director
Health and Human Services Agency

Date: 3/11/20

Budgeted: ☒ Yes ☐ No

Budget Unit: 4016

Line Item: 86-3280

Org/Object Code: EM

Grant: ☐ Yes ☒ No

COUNTY OF MENDOCINO

By: JOHN HASCHAK
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 3/6/2020

CONTRACTOR/COMPANY NAME

By: _____
Barbie Robinson, Director
Department of Health Services

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

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

By signing above, signatory warrants and
represents that he/she executed this
Agreement in his/her authorized capacity and
that by his/her signature on this Agreement,
he/she or the entity upon behalf of which
he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 3/9/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 3/6/2020

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: _____