

Vendor #  
7727

Contract #: 16-011\*  
Org/Object Code: EM  
Account String: 86-3280  
Budget Unit: 4016  
Branch: Public Health

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

*copy*

This Agreement, dated as of MAY 18, 2016, 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, 2016 through June 30, 2019.

WHEREAS, 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"), requires counties which elect to develop an emergency medical services (EMS) program to designate a Local Emergency Medical Services Agency (LEMSA); and

WHEREAS, California Health and Safety Code Section 1797.200 authorizes counties to enter into contracts for the purpose of local emergency medical services administration 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 Director and LEMSA have specific responsibilities and authorities as specified by State statute; 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 1797.200, MENDOCINO has designated Sonoma County Department of Health Services as MENDOCINO's local EMS Agency and contracts with SONOMA for the functions delegated to SONOMA in this Agreement. All functions not specifically delegated to SONOMA shall be retained by MENDOCINO. Notwithstanding any delegation, MENDOCINO specifically reserves the right to approve, before implementation or promulgation, any local EMS Agency policy, rule, regulation, function or other action that effects MENDOCINO's financial obligations, including, but not limited to, those treated under Welfare and Institutions Code Section 17000, et seq.

- A. SONOMA and MENDOCINO agree that the Mendocino County Board of Supervisors may approve and authorize agreements with Mendocino County EMS provider agencies desiring to provide Limited Advanced Life Support, Advanced Life Support, and Enhanced Basic Life Support, and other levels of services as defined by the local EMS Agency and State regulations, and that such agreements shall fulfill the requirements of Sections 100126 and 100167 of Title 22 of the California Code of Regulations and local EMS policy and procedures. Such agreements and any subsequent amendments shall be subject to the written review and recommendation to consider and take action thereon by the Administrator of the EMS Agency and EMS Medical Director(s) before execution by the Mendocino County Board of Supervisors.
- B. SONOMA and MENDOCINO agree that the Mendocino County Board of Supervisors may approve and authorize agreements which designate Mendocino County base hospitals or other entities to provide medical direction to EMS personnel pursuant to Health and Safety Code Section 1798.100. SONOMA and MENDOCINO further agree that such agreements and any subsequent amendments shall be subject to the written review and recommendation to consider and take action thereon by the Regional Administrator of the EMS Agency and EMS Medical Director(s) before execution by the Mendocino County Board of Supervisors. Such agreements shall satisfy the provisions of the Act and Sections 100127 and 100168 of Title 22 of the California Code of Regulations.
- C. 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.
- D. Nothing in this Agreement shall be construed to create an agreement under Health and Safety Code Section 1475 between SONOMA and MENDOCINO.

II. **MENDOCINO Responsibilities**

- A. MENDOCINO shall provide administrative support and legal 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, disciplinary investigations and actions, and actual or potential litigation.
- B. MENDOCINO shall be solely responsible for any expenses related to the maintenance of the Mendocino County owned and operated EMS radio system(s).
- C. 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. Such responsibility shall include, but is not limited to, the payment of fees necessary to ensure compliance with all necessary licenses and permits.

### **III. SONOMA Responsibilities**

SONOMA shall provide administrative staff personnel for the EMS Agency 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 advanced life support or limited advanced life support programs pursuant to Division 2.5 of the California Health and Safety Code and Title 22, Division 9, of the California Code of Regulations, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during inter-facility transfer, while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital pursuant to Health and Safety Code Sections 1797.206 and 1797.218, and Title 22 of the California Code of Regulations;
- C. 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;
- D. As necessary, 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. SONOMA and MENDOCINO agree that if changes are necessary to such EMS Plan, and those changes do not effect both counties, such changes only require the approval of the Board of Supervisors of the county affected by the changes;
- E. 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;
- F. 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;
- G. 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;

- H. Approve and monitor training programs at the Emergency Medical Technician-I (EMT-I), Advanced Emergency Medical Technician (AEMT), Emergency Medical Technician-Paramedic (EMT-P), and Mobile Intensive Care Nurse (MICN) levels, as those terms are defined in Health and Safety Code Sections 1797.80, 1797.82, 1797.84, and 1797.56 respectively, 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 Sections 1797.206 and 1797.208 and Title 22 of the California Code of Regulations;
- I. As necessary, establish additional training or qualifications which are greater than those currently in effect, as a condition precedent for certification and accreditation within the local EMS area in an advanced life support or limited advanced life support prehospital care system pursuant to Health and Safety Code Section 1797.214;
- J. The Medical Director(s) shall, in conjunction with an approved training institution, cause to be issued a certificate to an individual providing prehospital medical care, upon proof of satisfactory completion of an approved training program and passage of the examination for competence, and shall recertify such individual based upon appropriate criteria pursuant to Health and Safety Code Section 1797.210 and Title 22 of the California Code of Regulations;
- K. The Medical Director(s) may deny, suspend, or revoke any certificate issued under the provisions of the Act or place any certificate holder on probation in accordance with the provisions of Health and Safety Code Section 1798.200 and Title 22 of the California Code of Regulations.
- L. As necessary, the Medical Director(s) may, place on probation, suspend, or revoke the approval of any training program under EMS Agency's jurisdiction for failure to comply with State law or regulation pursuant to Health and Safety Code Section 1798.202 and Title 22 of the California Code of Regulations;
- M. 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. Such fees may be charged to defray testing and certification costs pursuant to Health and Safety Code Section 1797.212. SONOMA shall develop a mechanism to ensure that MENDOCINO receives all appropriate revenue from such applicable fees;
- N. Establish policies and procedures for medical direction of prehospital emergency medical care personnel which shall be implemented by the base hospitals pursuant to Health and Safety Code Section 1798.2 and Title 22 of the California Code of Regulations;
- O. 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;
- P. Establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care pursuant to Health and Safety Code 1798.172;
- Q. 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;

- R. 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;
- S. The Medical Director(s) may approve or conduct any scientific or trial study of the efficiency of the prehospital emergency use of any drug, device, or treatment procedure within the Mendocino County EMS system pursuant to Health and Safety Code Section 1797.221;
- T. As necessary and at the direction of the Mendocino County Board of Supervisors, develop and submit a plan, and update as required, to the State EMS Authority, of the Mendocino County trauma care system pursuant to Health and Safety Code Sections 1797.257, 1797.258 and 1798.166 and Title 22 of the California Code of Regulations;
- U. As necessary and at the direction of the Mendocino County Board of Supervisors, develop and implement a trauma care system and establish policies and procedures consistent with State minimum standards pursuant to Health and Safety Code Sections 1798.162 and 1798.163 and Title 22 of the California Code of Regulations;
- V. As necessary and at the direction of the Mendocino County Board of Supervisors, designate trauma facilities as part of the trauma care system pursuant to Health and Safety Code Section 1798.165 and Title 22 of the California Code of Regulations;
- W. 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;
- X. Authorize, as necessary, other hospitals or facilities that do not have a basic emergency services permit to provide medical direction to prehospital personnel in accordance with Health and Safety Code Section 1798.101.
- Y. Approve alternate base stations to provide medical direction as necessary pursuant to Health and Safety Code Section 1798.105.
- Z. 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.
- AA. 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;
- BB. 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. Such reports shall be submitted on a quarterly basis at a minimum.
- CC. Perform any additional functions consistent with the requirements for a local EMS agency pursuant to the provisions of the Act.

- DD. Develop and implement a hospital emergency communications system for the MENDOCINO portion of the Regional EMS System.

**IV. Consideration**

- A. Mendocino shall reimburse COASTAL VALLEY 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:

FY 16-17	\$95,000
FY 17-18	\$95,000
FY 18-19	\$95,000

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. In addition to the cost for administering EMS, MENDOCINO will pay SONOMA twelve thousand five hundred dollars (\$12,500) annually to support the pro rata proportion of the EMS, fire and hospital emergency communication data system, Image Trend. Thereafter, this amount may be adjusted each subsequent fiscal year to reflect actual costs incurred for the MENDOCINO portion of ImageTrend.

**V. Provision of Space, Equipment and Supplies**

- A. For the purposes of performing the services required by this Agreement, SONOMA shall furnish all equipment, and supplies necessary to maintain the level of service set forth in this Agreement except as specifically set forth herein.
- B. MENDOCINO shall provide in-kind support in the form of dedicated office space to serve for exclusive use of the local EMS Agency office, and office equipment and supplies, stationary, notices, forms, use of telephones, postage, and small tools at a location within the boundaries of Mendocino County, and transportation, as necessary, for EMS Agency staff and the Medical Director(s) to perform the responsibilities outlined herein.

**VI. 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. As between the parties hereto, all persons employed or contracted by MENDOCINO shall be solely employees or contractees of MENDOCINO and not employees or contractees of SONOMA. MENDOCINO shall be solely responsible for salaries and benefits of such personnel, including Worker's Compensation.
- C. MENDOCINO shall be responsible for supervising Mendocino 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.

- D. 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.

**VII. Indemnification**

- A SONOMA shall defend, indemnify, and hold harmless MENDOCINO, and each and all of its officers, agents and employees from and against all claims, actions, lawsuits, and judgements, however denominated, for any and all damage to property or for injury to, or death of, any person which results from the performance by SONOMA, or the failure by SONOMA to perform, any of its duties under the terms of this agreement.
- B MENDOCINO shall defend, indemnify, and hold harmless SONOMA, and each and all of its officers, agents and employees from and against all claims, actions, lawsuits, and judgements, however denominated, for any and all damage to property or for injury to, or death of, any person which results from the performance by MENDOCINO, or the failure by MENDOCINO to perform, any of its duties under the terms of this agreement.

**VIII. Term and Termination**

- A This Agreement shall be effective from July 1, 2016 and shall terminate on June 30, 2019; unless terminated earlier in accordance with the provisions specified herein.
- B Either party may terminate this Agreement without cause by giving thirty (30) 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.

**IX. 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.

**X. Amendment/Modification**

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

agreements, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

**X. Amendment/Modification**

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



**COUNTY OF MENDOCINO**



By \_\_\_\_\_ Date: 4-5-2016  
DAN GJERDE, Chair  
Board of Supervisors

**COUNTY OF SONOMA**

Department of Health Services

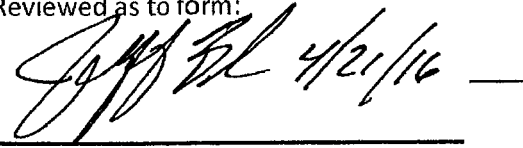
By \_\_\_\_\_ Date: 5/10/16  
Stephen Betz, M.D., Director  
Department of Health Services

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By [Signature] Date: 4-5-2016  
Deputy

Reviewed as to form:



Deputy County Counsel

**NAME AND ADDRESS:**

County of Sonoma  
Dept. of Health Services, CVEMS  
195 Concourse Blvd., Unit B  
Santa Rosa, CA 95403  
(707) 565-4700  
Tax ID #: 94-6000539

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 [Signature] Date: 4-5-2016  
Deputy

**HEALTH AND HUMAN SERVICES AGENCY:**

APPROVAL RECOMMENDED

By [Signature] Date: 4-26-16  
STACEY CRYER, Director  
Health & Human Services

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.

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By [Signature] Date: 2/1/16  
CARMEL J. ANGELO, Chief Executive Officer

**FISCAL REVIEW:**

By [Signature] Date: 2/1/16  
Deputy CEO/Fiscal

**INSURANCE REVIEW:**

By [Signature] Date: 2/1/16  
ALAN D. FLORA, Risk Manager

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, Acting County Counsel

By [Signature] Date: 2/1/16  
Deputy