

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
AMADOR COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Amador County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on the 7th day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Amador County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall accept authority and responsibility as the local EMS agency for the County of Amador, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:
1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204 and 1798.205.
2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.

3. The County Health Officer delegates to the Agency the responsibility of Medical/Health Operational Area Coordinator (MHOAC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid coordination, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The MHOAC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.
4. The County shall approve all standard operating procedures under which medical/health mutual- aid coordination shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization.
5. The Agency shall assign a .3 FTE to be available at the County agreed-upon site (or attend meetings on behalf of County). County shall be notified prior to the final selection of a staff person.
6. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.
7. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.
8. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the services agreed to in this document in the amount of sixteen thousand five hundred seventy-seven dollars and forty-four cents (\$16,577.44). This amount shall be paid quarterly at the rate of four thousand one hundred forty-four dollars and thirty-six cents (\$4,144.36) per quarter. The County shall contribute office space and support services for the Agency staff person(s).
9. The term of this Agreement shall be from July 1, 2020 through June 30, 2021.
10. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2021 in order to opt out for the next one year cycle.
11. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto.
12. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable

attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

13. INSURANCE

13.1 Agency shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement, a policy or policies of insurance as follows:

13.1.1 Commercial Liability - Commercial Liability Insurance of not less than One Million Dollars (\$1,000,000) limit per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for bodily injury and property damage, including volunteer excess medical coverage. Policy shall also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. Commercial General Liability shall be on an Occurrence Form.

13.1.2 Commercial Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit each person for bodily injury and property damage in the event that motor vehicles are used in the course of this Agreement. Coverage must include owned, non-owned and hired vehicles.

13.1.3 Professional Liability – In the event Agency is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. If Professional Liability insurance is written on a claims made form, Agency shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

13.2 Agency shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 or Risk@amadorgov.org as evidence that the insurance required above is being maintained. Certificates and endorsements shall refer to the project or Work. Certificate of Insurance shall list the Certificate Holder as County of Amador, Attn: Risk Management, 810 Court Street, Jackson, CA 95642. In the event the insurance coverage expires at any time or times during the term of this contract, Agency agrees to provide at least 30 days prior to the expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. Certificates of insurance and policy endorsements must be received and approved by Risk Management prior to beginning the Work.

13.3 Certificates of insurance must include the following provisions:

13.3.1 The insurer will not cancel the insurance coverage without 30 days' prior written notice to the County (10 days prior written notice for nonpayment of premiums); and

13.3.2 Commercial Liability and Commercial Automobile Liability policies shall be

endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

13.4 Agency's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Agency's insurance and shall not contribute with it.

13.5 Agency shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

13.6 Agency shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Agency shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by County's Risk Manager prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by County's Risk Manager, either (i) Agency's insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Agency shall provide a financial guarantee, satisfactory to County's Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

13.7 WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Agency is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Agency is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.

14. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
15. Both the County and Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulations of the Fair Employment and

Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

16. Only the Board of Supervisors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price or other term or condition affecting either the Agency's or County's duties set forth herein. The Agency acknowledges that no County staff person or County officer other than the Board of Supervisors has the power to amend the terms and conditions of this contract. Any change not authorized in advance in writing by the Board of Supervisors shall be null and void.

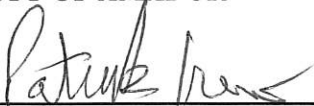
17. HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 [45 C.F.R. Parts 160, 162, and 164] and its implementing regulations ("HIPAA"). The County is a "hybrid entity" under HIPAA.

Each party hereby represents that it is and shall remain in compliance with the rules and regulations of HIPAA. While Business Associate Agreement is not required at this time, should such an agreement become necessary, Agency agrees to execute such an agreement upon request by County.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF AMADOR

Approved as to Form:

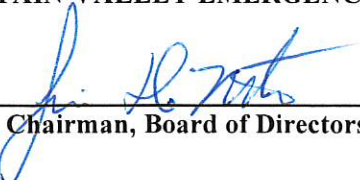
By 
Title: Chairman, Board of Supervisors

By 
Title: County Counsel

Date: 7-14-2020

Date: 7/14/2020

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By 
Title: Chairman, Board of Directors

June 15, 2020
Date: