

**California Mutual Aid
County and Intra-Medical Health Regional and Cooperative Agreement
For Emergency Medical and Health Disaster Services**

This Agreement is made and entered into effective this ____ day of _____, 2019 by and between the signatory counties to provide mutual assistance for health and medical functions as outlined in Health and Safety Code, Division 2.5, Section 1797.153 and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a potential threat of a medical and health emergency, disaster, or catastrophic event, capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties to the extent assistance is reasonably available and possible without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

WHEREAS, the OES Region I, II, III, IV, V, & VI Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and health disaster assistance within OES Regions when so requested by an affected County of Regions; and

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County desires a reasonable and reciprocal exchange of services where feasible and appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions capable of providing emergency medical and health disaster services; and

WHEREAS, each County has emergency equipment and supplies which can be made available, in the spirit of cooperation and mutual assistance, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health disaster services, resources, supplies and/or equipment utilized in assisting any County participating in this Agreement with emergency management related tasks and activities; and

WHEREAS, the parties to this Agreement agree that the following terms shall have the meaning defined below:

DEFINITIONS

1. Regional Disaster Medical and Health Coordination Program: Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. Regional Disaster Medical and Health Coordinator (RDMHC): An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. Regional Disaster Medical and Health Specialist (RDMHS): The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. OES Mutual Aid Region: A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
5. Medical Health Operational Area Coordinator (MHOAC): Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.
6. California Public Health and Medical Emergency Operations Manual (EOM): The EOM was developed by a workgroup of representatives and subject matter experts from local and state medical and health agencies. The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
7. Standardized Emergency Management System (SEMS): Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
8. Providing County: The government entity coordinating the provision of medical and health services, resources, supplies and/or equipment.

9. Portal-to-Portal: means the compensations will begin from the time of dispatch to return home to base for ambulance request, individual units and/or ambulance strike teams.
10. Requesting County: The government entity requesting medical and health services, resources, supplies and/or equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties, and binds only those executing Counties, with respect to the seventeen (17) Medical Health Operational Area Coordinator Services as identified in Health and Safety Code, Division 2.5, Section 1797.153 coordinated by each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect through June 30, 2029. At the option of any two Counties and or all executing Counties, this Agreement may be renewed for successive periods not to exceed ten (10) years each.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within a OES Region Disaster Medical Health may request emergency medical and health disaster services through the Regional Disaster Medical Health Coordination (RDMHC) System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS). A request for assistance under this Agreement that is submitted and mediated by the RDMHC Program to arrange for specific coordinated resources by one or more Providing Counties, shall constitute a formal request by the Requesting County to initiate both, Providing County mutual assistance and, Requesting County financial responsibility obligations.
4. In responding to the request of a Requesting County, or to OES Region Disaster Medical Health as a whole, each Providing County shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County shall be financially responsible for actual costs incurred by the Providing County in paying emergency medical and health disaster personnel assisting the Requesting County; and for associated travel-related expenses such as lodging, mileage and meals at the Providing County's rates from the point of origin, until they report for duty, and for the duration of response, and until they return to the point of origin. For resource requests that include supplies and consumables, the Requesting County will be financially responsible for the actual costs of the supplies and consumables used by personnel who responded to Requesting County's request for such assistance. In addition, the Requesting County shall be financially responsible for up to ten (10) percent of the salary and benefits of Providing County's responding personnel as a measure of indirect costs of the Providing County's administration staff

directly responsible for documentation and county-to-county financial reimbursement submission efforts. Accurate records and documents related to assistance requests shall be maintained by both the Requesting and Providing County.

6. Where equipment is furnished, the Requesting County shall be financially responsible for amortizing a reasonable portion of the lifetime costs of that equipment (if requested to do so by the Providing County), for repairing any damage that occurs, and for replacing any equipment lost, stolen or destroyed while such equipment is furnished to, and operated directly by, the Requesting County.
7. California Emergency Medical Services Authority (EMSA) has established an ambulance strike team comprised of 5 ambulances, plus an Ambulance Strike Team Leader in a separate vehicle. Requesting Counties requesting ambulances shall reimburse portal-to-portal. EMSA has established a statewide reimbursement schedule for utilization of these resources with a CPI increase of 3% annually over the term of the agreements as outlines in Exhibit 1. Prior to implementing the CPI rate adjustment, the rate will be reviewed and approved by the local EMS Agency Administrator through the Emergency Medical Services Administrators Association of California (EMSAAC) Disaster Committee.
8. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region Disaster Medical Health, shall be coordinated by the Region RDMHC Program, the Requesting County and the Providing County.
9. The Requesting County is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances where the Providing County's personnel arrive on scene before the Requesting County's personnel, the Providing County's personnel will take only such action as determined reasonably necessary to address the emergency. Any actions or omissions of Providing County's personnel taken after Requesting County's personnel arrive on scene and assert controlling authority over Providing County's personnel, shall be presumed to be at the Requesting County's direction.
10. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon by the Requesting and Providing Counties, a Providing County shall present its invoice and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County shall present subsequent invoices at least once every 90 days. The Requesting County shall pay each invoice within one hundred eighty (180) days of receipt.
11. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing MHOACs will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.
12. In the event the requesting and providing MHOACs are unable to resolve any disagreement or dispute within thirty calendar days, upon joint provision of notice to

their respective County Executive or Administrative Officers, the requesting and receiving County Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution, consistent with paragraph 5 of this agreement.

13. In the event the County Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue all remedies available at law or in equity.
14. Any County that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other participating Counties.
15. The Requesting County shall indemnify, defend at its own expense, and hold harmless the Providing County and its authorized agents, officers, volunteers and employees from any and all liability claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Providing County rendering services pursuant to the Requesting County's request for assistance. Providing County shall promptly notify Requesting County of any asserted Claims known to Providing County that may be subject to defense or indemnification by Requesting County and shall assert all available defenses and shall not concede liability or settle any such Claims until Requesting County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Providing County. Providing County shall cooperate in the defense of any Claims which Requesting County decides to defend.

The Providing County shall indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses (collectively, "Claims") arising from acts or omissions of Providing County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction). Requesting County shall promptly notify Providing County of any asserted Claims known to Requesting County that may be subject to defense or indemnification by Providing County and shall assert all available defenses and shall not concede liability or settle any such Claims until Providing County has had a reasonable opportunity to acknowledge or disclaim its obligation to defend and indemnify Requesting County. Requesting County shall cooperate in the defense of any Claims which Providing County decides to defend.

If a Claim is asserted against or potentially implicates both Requesting County and one or more Providing Counties based on asserted concurrent acts, errors, omissions or negligence, whether active or passive, the counties shall cooperate in the defense or settlement of the claim, shall each bear their own defense costs, and shall apportion any cost or liability among themselves as adjudicated by a court or as agreed for Claims that are settled. However, no Providing County shall have any liability for acts or omissions that are a direct result of a Requesting County's direction, and no county shall have any obligation to defend or indemnify another county from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of the other county or its Related Parties.

16. Each County shall maintain Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Providing County's Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of Requesting County for all work and services provided by Providing County pursuant to this Agreement.
17. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.
18. Each County shall procure and maintain, during the entire term of this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County may fulfill these requirements under a plan of self-insurance:
 - A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

19. Except as expressly stated, this Agreement expresses all understandings of the Counties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties, their officers, agents or employees. This Agreement does not replace but exists as a supplement to the any Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the signatory Counties.
20. This Agreement is in conjunction to any OES Regional Disaster Medical/Health System Inter-County Cooperative Agreement and shall in no way affect or have any bearing on any preexisting resource assistance or mutual assistance made individually by any of the Counties including, but not limited to, fire and rescue services, law enforcement, and emergency management. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
21. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
22. A Providing County's response to a request for assistance will depend upon the existing emergency conditions with its jurisdiction and the status of its resources.
23. This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
24. Where written notice is required under this agreement it shall be sent by Certified Mail to each County MHOAC. Each party shall provide the RDMHC Program updated

contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.

25. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

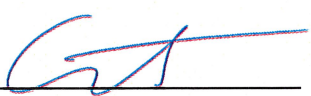
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COUNTY OF SAN MATEO

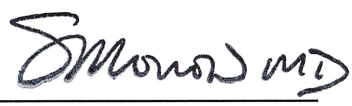
IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: 3/18/2020 

By: Travis Kusman
Agency Director
Emergency Medical Services
County of San Mateo
Emergency Medical Services

Date: 3/18/2020 

By: Gregory H. Gilbert
Medical Director
Emergency Medical Services
County of San Mateo
Emergency Medical Services

Date: 3/25/2020 

By: Scott Morrow
Health Officer
County of San Mateo
San Mateo County Health

Date: _____

By: Warren Slocum
President
County of San Mateo
Board of Supervisors

EXHIBIT 1

Ambulance Strike Team Request Fee Schedule

Ambulance Strike Teams (ASTs) are a defined, typed medical resource vital for the response to major medical incidents throughout the State. This resource is available to local and State government in times of need and is requested in accordance with the Medical Health Operational Area Coordination (MHOAC) program, which follows the Standardized Emergency Management System (SEMS).

There is a cost associated with the use of these resources. The Rate Reimbursement Schedule was created to 1) Provide standardization across the State for cost reimbursement for AST resources; 2) Provide the requesting jurisdiction sufficient data to make a "buying" decision when requesting the resource; and 3) provide the "Seller" sufficient data as to whether to accept the buying order. Use of the rate structure is voluntary, with both the "Buyer" and "Seller" having the discretion to accept or reject the terms. Reference to the rate structure should be included in the request for the AST resource.

The rate structure covers all components of a Strike Team, including vehicles, personnel, Team Leader, etc. It accommodates a full Team (5 vehicles plus a leader), a Medical Task Force (fewer than 5) or a single resource. It is computed on an hourly basis from the time the resource is enroute to the time the resource returns. For those incidents where FEMA reimbursement may be applicable, it is **agreed and will be part of the formal request**, that there is no billing for any patients transported by the AST. This is because FEMA will deduct any revenues received through billing from reimbursement to the local jurisdiction. Billing for transports under this circumstance complicates and is likely to delay FEMA reimbursement.

The rate structure is contemplated to be applied during disaster/emergent situations. However, it is not limited to this circumstance and may be utilized for planned, non-emergent events, e.g., the Superbowl, a Presidential visit, etc. It is not the intent of this of rate structure to preclude two or more providers and/or jurisdictions from agreeing to mutually cooperate under terms, financial or otherwise, outside of this rate structure for small incidents or day-to-day mutual aid request.

AMBULANCE STRIKE TEAM/MEDICAL TASK FORCE REIMBURSEMENT SCHEDULE

Entities who accept requests to provide Ambulance Strike Team/Medical Task Force series will be reimbursed in accordance to the schedule below. Reimbursement shall be “portal to portal”, that is, from time of dispatch to return to home base.

No billing for transport or other costs are allowed; all costs are covered by the rates shown below. All personnel costs are paid on an hourly basis and no overtime rates shall be applied.

Resource	Hourly Rate	BLS (24 Hr.)	ALS (24 Hr.)	Total BLS (EMT-I + EMT-I)/24 Hr.	Total BLS (EMT-P + EMT-I)/24 Hr.
Ambulance	40.50	972.00	972.00	972.00	972.00
EMT-I (Per Person)	42.00	1008.00		2016.00	1008.00
EMT-P	72.45		1738.80		1738.80
Per Diem/Person	3.50	84.00	84.00	168.00	168.00
Supplies	10.00/BLS 18.00/ALS	240.00	432.00	240.00	432.00
Cost/Unit/24 Hrs.				3396.00	4318.80
Leader Vehicle	31.00	744.00	744.00	744.00	744.00
AST/MTF Leader	89.50	2148.00	2148.00	2148.00	2148.00
Leader Support Staff ¹		1008.00	1738.80	1008.00	1738.80
Per Diem/Person	3.50	84.00	84.00	168.00	168.00
Leader Cost				4068.00	4798.80
AST/MTF Leader				4068	4798
Ambulances (5)				16980	21590
Strike Team, Total Cost				21048	26388
¹ While the AST Program does not <i>require</i> staff support for the AST Leader, it is highly <i>recommended</i> .					