

FORMAL AGREEMENT BETWEEN
MOUNTAIN COUNTIES
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 Counties 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.

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

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

By Brian Chelo
Title: Chairman, Board of Supervisors
Date: July 9, 2024

Approved as to Form:

By [Signature]
Title: County Counsel
Date: 7-11-24

MOUNTAIN COUNTIES EMERGENCY MEDICAL SERVICES AGENCY

By [Signature]
Title: Chairman, Board of Directors

7-2-2024
Date: