

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

JOINT EXERCISE OF POWERS AGREEMENT

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**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
JOINT EXERCISE OF POWERS AGREEMENT**

**FOR THE OPERATION AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICES SYSTEM IN THE
COUNTIES OF INYO, MONO, AND SAN BERNARDINO AND ESTABLISHING
THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

THIS JOINT EXERCISE OF POWERS AGREEMENT, dated as of _____, 2012 (this "Agreement"), is entered into by and among the County of Inyo ("Inyo"), the County of Mono ("Mono"), and the County of San Bernardino ("San Bernardino"), each a body corporate and politic.

RECITALS

WHEREAS, Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code, permits two or more public agencies to enter into an agreement for the joint exercise of powers; and

WHEREAS, the parties hereto, together with the County of Riverside ("Riverside"), previously entered into that certain Joint Powers Agreement Between the Counties of San Bernardino, Riverside, Mono, and Inyo, Creating the Inland Counties Emergency Medical Authority, dated April 8, 1975 (the "1975 JPA"), by and between San Bernardino, Riverside, Inyo and Mono; and

WHEREAS, the parties to the 1975 JPA subsequently entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono, Riverside and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated December 10, 1984 (the "1984 JPA"), by and between Inyo, Mono, Riverside and San Bernardino, which superseded the 1975 JPA; and

WHEREAS, the parties hereto entered into that certain Joint Exercise of Powers Agreement for the Purpose of Providing for the Operation and Management of an Emergency Medical Services System in the Counties of Inyo, Mono and San Bernardino and Creating the Inland Counties Emergency Medical Agency, dated April 25, 1988 (the "1988 JPA"), by and between Inyo, Mono and San Bernardino, which superseded the 1984 JPA; and

WHEREAS, there now exists within the area of jurisdiction of the Parties hereto, a joint powers agency known as the Inland Counties Emergency Medical Agency ("ICEMA") established by the 1975 JPA and continued by the 1984 JPA and continued further by the 1988 JPA; and

WHEREAS, there continues to exist an urgent and demonstrated need to maintain a multi-county Emergency Medical Services (EMS) program in order to continue to improve Emergency Medical Services and to jointly undertake necessary solutions; and

Auditor/Controller-Recorder Use Only

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Input Date	Keyed By

WHEREAS, the Parties hereto desire to further delineate local EMS agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (as defined herein below), and to continue jointly exercising the powers common to the Parties with respect to the EMS program and the EMS Act; and

WHEREAS, the Parties intend that this Agreement will supersede and replace all prior joint exercise of powers agreements by and among the Parties relating to ICEMA.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article I shall, for the purpose hereof, have the meanings herein specified.

“Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code.

“Agreement” means this Joint Exercise of Powers Agreement.

“Auditor-Controller” means the Auditor-Controller of ICEMA appointed pursuant to Section 3.03.

“Board” or “Board of Directors” means the Board of Directors of ICEMA referred to in Section 2.04, which shall be the governing body of ICEMA.

“EMS Act” means the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the Health and Safety Code).

“Executive Officer” means the Executive Officer of ICEMA appointed pursuant to Section 3.04.

“Fiscal Year” means the period from July 1st to and including the following June 30th.

“ICEMA” means the public entity known as the Inland Counties Emergency Medical Agency established pursuant to Article II of this Agreement.

“Medical Director” means the Medical Director of ICEMA appointed pursuant to Section 3.06.

“Member” means, individually, each of the County of Inyo, the County of Mono, and the County of San Bernardino.

“Members” means, collectively, the County of Inyo, the County of Mono, and the County of San Bernardino.

“Secretary” means the Secretary of ICEMA appointed pursuant to Section 3.02.

"State" means the State of California.

"Treasurer" means the Treasurer of ICEMA appointed pursuant to Section 3.03.

ARTICLE II

GENERAL PROVISIONS REGARDING PURPOSE, CREATION AND OPERATION OF ICEMA

Section 2.01. Purpose. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500, relating to the joint exercise of powers common to the public agencies, in this case the Counties of Inyo, Mono, and San Bernardino. The three (3) counties each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to exercise such powers for the continued provision of overall systems management and evaluation of a multi-county EMS system by and through a joint powers agency within the territorial and jurisdictional boundaries of the Members, as authorized by Section 1797.200 of the EMS Act.

Section 2.02. Term. This Agreement shall become effective when it has been approved by the Boards of Supervisors of all the Members. This Agreement shall continue in full force and effect until terminated by the withdrawal of two (2) or more Members.

Section 2.03. Creation of ICEMA. Pursuant to the Act, there is hereby continued a public entity known as the "Inland Counties Emergency Medical Agency", hereinafter referred to as "ICEMA." ICEMA is and shall continue to be a public entity separate and apart from the Members and shall administer this Agreement.

Section 2.04. Board of Directors. The Board of Supervisors of the County of San Bernardino shall serve as the Board of Directors of ICEMA. The Board of Directors shall govern ICEMA.

Section 2.05. Meetings of the Board. The date, hour and place of the holding of meetings of the Board shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each party hereto. Notice of the conduct of meetings shall be in accordance with the provisions of the Ralph M. Brown Act commencing with Section 54950 of the Government Code. The Board of Directors of ICEMA shall hold at least one regular meeting each year.

Section 2.06. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board, and of the Members, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Member.

Section 2.07. Quorum; Required Votes. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. The affirmative votes of at least a majority of the seated Directors present at any meeting in which a quorum is present shall be required to take any action by the Board.

Section 2.08. Annual Budget. The Board shall adopt an annual budget for each Fiscal Year. Prior to adoption, the draft regional funding budget shall be provided to each Member for review.

Section 2.09. Annual Operational and Fiscal Report. The Board shall cause an annual operational report and annual fiscal report to be prepared and provided to each Member.

Section 2.10. Withdrawal of Member. Any Member may withdraw from ICEMA and terminate its participation in this Agreement by giving a minimum of six (6) months prior written notice to all other Parties, provided that the withdrawing Party shall pay its proportionate share of indebtedness which has been incurred while the withdrawing Party was a Party to this Agreement. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Member. Withdrawal shall not relieve the withdrawing Member of any financial obligations or liability arising prior to withdrawal.

ARTICLE III

OFFICERS AND EMPLOYEES

Section 3.01. Chair and Vice-Chair. The Chair and Vice-Chair of the County of San Bernardino Board of Supervisors shall be the Chair and Vice-Chair of the Board, respectively. The Chair shall sign all contracts on behalf of ICEMA, except as otherwise set forth in this Agreement, and shall perform such other duties as may be imposed by the Board. The Vice-Chair shall sign contracts and perform all of the Chair's duties in the absence of the Chair.

Section 3.02. Secretary. The Secretary to the Board of Directors shall be the Clerk of the Board of Supervisors of the County of San Bernardino. The Secretary shall serve at the pleasure of the Board. The Secretary shall countersign all contracts signed by the Chair or Vice-Chair on behalf of ICEMA. The Secretary shall cause a notice of this Agreement to be filed with the California Secretary of State pursuant to Section 6503.5 of the Act and Section 53051 of the California Government Code. The Secretary shall be responsible to the Board for the call, noticing and conduct of the meetings pursuant to the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

Section 3.03. Treasurer; Auditor-Controller. Pursuant to Section 6505.5 of the Act, the San Bernardino County Treasurer is hereby designated as the Treasurer of ICEMA. The Treasurer shall be the depository, shall have custody of all of the money of ICEMA from whatever source, and shall have the duties and obligations of Treasurer as set forth in Sections 6505 and 6505.5 of the Act. As provided in Section 6505.5 of the Act, given the appointment of the Treasurer, the officer performing the functions of auditor or controller shall be the San Bernardino County Auditor/Controller, who shall have the duties assigned to the auditor or controller in Sections 6505 and 6505.5 of the Act, including the duty to "contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of [ICEMA]". As further provided in Section 6505.5 of the Act, the San Bernardino County Board of Supervisors "shall determine charges to be made against [ICEMA] for the services of the treasurer and auditor."

Section 3.04. Executive Officer; employment of staff. The Chief Executive Officer of the County of San Bernardino, or a Deputy Executive Officer designated by the Chief Executive Officer, shall be the Executive Officer of ICEMA. The Board of Directors shall also employ sufficient staff to carry out the obligations of ICEMA. The employees performing services for ICEMA shall be employees of the County of San Bernardino, whose work for ICEMA shall be funded by ICEMA. The personnel rules and policies

of the County of San Bernardino shall apply to employees of the County of San Bernardino who are performing services for ICEMA.

Section 3.05. Medical Director. The Board of Directors shall appoint a full or part-time licensed physician and surgeon as Medical Director of ICEMA. The Medical Director shall have the duties and obligations as set forth in the EMS Act.

Section 3.06. Officers in Charge of Records, Funds and Accounts. Pursuant to Section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of ICEMA and all records of ICEMA relating thereto. ICEMA's expenditures and revenues shall be maintained in a separate budget unit. The Secretary shall have charge of, handle and have access to, all other records of ICEMA. Public officers or persons who have charge of, or who handle or have access to, any property of ICEMA shall file an official bond in the same amount as is required of public officers of the County of San Bernardino.

Section 3.07. Legal Advisor. The San Bernardino County Counsel shall serve as legal advisor and counsel to ICEMA.

Section 3.08. Officers and Employees of ICEMA. As provided in Section 6513 of the Act, all of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a public agency when performing their respective functions shall apply to the officers, agents or employees of ICEMA to the same degree and extent while engaged in the performance of any of the functions and other duties of such offices, agents or employees under this Agreement.

ARTICLE IV

POWERS

Section 4.01. General Powers. ICEMA shall exercise, in the manner herein provided, the powers which are common to each of the Members, or as otherwise permitted under the Act, and, necessary to the accomplishment of the purpose, as provided in Section 2.01 of this Agreement. As provided in the Act, ICEMA shall be a public entity separate from the Members.

Section 4.02. Specific Powers. ICEMA is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing general powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to sue and be sued in its own name;
- (d) to incur debts, liabilities or obligations, provided that no such debt, liability, or obligation shall constitute a debt, liability or obligation of the Members;

- (e) to apply for, accept, receive and disburse grants, loans, contributions and other aid from any agency of the United States of America, the State, local government, or a private entity;
- (f) to invest any money in the treasury pursuant to Section 6509.5 of the Act which is not required for the immediate necessities of ICEMA, as ICEMA determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 53601 of the California Government Code; and
- (g) to carry out and enforce all the provisions of this Agreement.

Section 4.03. Restrictions on Powers. Pursuant to Section 6509 of the Act, the above powers shall be subject to the restrictions upon the manner of exercising the power of one of the Members, which shall be designated as San Bernardino County.

Section 4.04. Obligations of ICEMA. The debts, liabilities and obligations of ICEMA shall not be the debts, liabilities and obligations of the Members.

Section 4.05 Claims.

- (a) All claims against ICEMA including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the Auditor-Controller of ICEMA and established by the Board pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board shall adopt a regulation requiring that all claims shall be so filed.
- (b) The Auditor-Controller shall audit and allow claims without prior approval of the Board in any of the following cases:
 1. Claims that are based on the duly approved ICEMA budget; and
 2. Expenditures which have been authorized by ICEMA's Executive Officer.

The Auditor-Controller shall require certification by the requisitioning or receiving employee that goods and/or services have been received as contracted for in accordance with the applicable authorization described above.

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEMS MANAGEMENT

Section 5.01. Agency Designation. ICEMA is hereby designated as the Local EMS Agency by each of the Parties to this Agreement and as such is responsible for the planning, implementation and evaluation of the EMS System, consistent with State Guidelines and the EMS Act.

Section 5.02. Agency Functions. ICEMA shall perform all of the following duties, obligations and functions, including but not limited to:

- (a) ICEMA shall perform all duties described and outlined for Local EMS Agencies in Division 2.5 of the Health and Safety Code and other applicable statutes and regulations, subject to 5.03 below.
- (b) ICEMA shall provide an organizational and committee structure which fosters inter-agency and intra-agency coordination and maintains an effective working relationship between individuals and groups.
- (c) ICEMA shall provide liaison with Member's Boards of Supervisors, Emergency Medical Care Committees and providers to plan effective program variations which meet specific county, provider and patient needs and shall keep Members informed through regular meetings and correspondence of legal, policy, or other issues affecting ICEMA or the provision of emergency medical services within Members' counties.
- (d) ICEMA shall periodically assess designated facilities to assure that listed treatment capability is current and modifications of triage and treatment guidelines reflect current medical practice.
- (e) ICEMA shall monitor EMS legislative activities on behalf of the Member counties at the State and local levels.
- (f) ICEMA shall provide for data collection, analysis and dissemination to assure a factual basis for multi-county program activities.
- (g) In conjunction with its Members, ICEMA shall evaluate multi-county systems effectiveness and service delivery to patients through patient care audits, monitoring of field treatment activities and patient disposition as it relates to their specific medical condition.
- (h) ICEMA shall research availability of funds, institute applications where appropriate, and manage its budget in accordance with San Bernardino County policies and specific requirements of funding sources.
- (i) ICEMA shall provide for coordination of multi-county EMS systems public education programs and related public relations.
- (j) In conjunction with the local Health Departments of Member counties, ICEMA shall coordinate medical and hospital disaster preparedness with other local, state, and federal agencies and departments having a responsibility relating to disaster response.
- (k) ICEMA shall comply with all other relevant requirements as stated in the EMS Act.

Section 5.03. Exclusive Operating Areas. ICEMA shall maintain or modify exclusive operating areas in accordance with the following:

- a) The boundaries of exclusive operating areas shall be maintained as exist in the Member counties as of the date of this Agreement, unless their modification is recommended by the board of supervisors of the county in which they are and such modification is reviewed and approved by ICEMA and the California Emergency Medical Services Authority.
- (b) An exclusive operating area may be modified by recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.
- ~~(c) Within ICEMA's jurisdiction, there currently exist exclusive operating areas in which service is provided by existing providers who operate in the manner and scope in which the services have been provided without interruption since January 1, 1981. Such exclusive operating areas will continue to be served by the existing providers, unless otherwise required by law. As for all other exclusive operating areas, and for those in which existing providers cease operations a competitive selection process may be utilized to select a provider to serve an exclusive operating area on recommendation of the board of supervisors of the county in which the exclusive operating area is located and upon review and approval by ICEMA and the California Emergency Medical Services Authority.~~
- (d) Regarding exclusive operating areas in which competitive selection of service providers is utilized, staff of the county in which the exclusive operating area is located shall actively participate in the selection process. Service providers shall be selected upon recommendation of the board of supervisors of the county in which the exclusive operating area is located and by action of the Board.

ARTICLE VI

CONTRIBUTIONS, ASSETS AND DISTRIBUTION UPON TERMINATION

Section 6.01. Contributions. The Members may but are not required to make contributions from their treasuries for the purpose set forth in Section 2.01, make payments of public funds to defray the cost of such purpose, make advances of public funds for such purpose, and/or use personnel, equipment or property in lieu of other contributions or advances. The provisions of Section 6512 of the Act are hereby incorporated into this Agreement by this reference.

Section 6.02. Distribution of Assets upon Termination. Upon termination of this Agreement and after resolution of all debts, liabilities and obligations, all property, both real and personal, of ICEMA, except funded equipment in ICEMA's possession for use under this Agreement, shall be divided among the Members in proportion to each Member's contributions determined as of the time of termination.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.01. ICEMA Indemnification of Members. ICEMA shall indemnify, defend and hold harmless each of the Members and their authorized officers, employees, agents and volunteers from any and all

claims, actions, losses, damages and/or liability arising from ICEMA's acts, errors or omissions and for any costs or expenses incurred by the Member(s) on account of any claim therefore, except where such indemnification is prohibited by law.

Section 7.02. Member Indemnification. Pursuant to the provisions of California Government Code section 895 et seq., and except as provided in Section 7.01 herein, each Member agrees to defend, indemnify and hold harmless each other Member from any liability, claim, or judgment for injury or damages caused by any negligent or wrongful act or omission of any agent, officer and/or employee of the indemnifying Member which occurs or arises out of the performance of this Agreement.

Section 7.03. Insurance. The Board shall provide for insurance covering liability exposure in an amount as the Board determines necessary to cover risks of activities of ICEMA. The Board may satisfy this obligation by purchasing insurance or by participating in a program of self-insurance pursuant to Government Code Section 990.4, either in its own right or under the self-insurance program of the County of San Bernardino.

Section 7.04. Third Party Beneficiaries. This Agreement and the obligations herein are not intended to benefit any party other than its Members, except as expressly provided otherwise herein. No entity not a signatory to this Agreement shall have any rights or causes of action against any party to this Agreement as a result of that party's performance or non-performance under the Agreement, except as expressly stated in this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if addressed to the offices listed below and shall be deemed given upon deposit into the U.S. mail, first class, postage prepaid:

Inyo County
Department of Health and Human Services
163 May Street
Bishop, CA 93514

Mono County
Paramedic Chief
PO Box 3329
Mammoth Lakes, CA 93546

San Bernardino County
Inland Counties Emergency Medical Agency
1425 S. D Street
San Bernardino, CA 92415-0060

The Members and ICEMA may change the above addresses for notice purposes by written notification as provided above to each of the other Members and ICEMA. Said change of address shall be filed with ICEMA's Bylaws. Meeting notices and general correspondence may be served electronically.

Section 8.02. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State, and is to be so construed.

Section 8.03. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by mutual agreement of the Boards of Supervisors of the Members hereto.

Section 8.04. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 8.05. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the others.

Section 8.06. Section Headings. All article and section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.07. Multiple Counterparts. This Agreement is executed in multiple counterparts, any one of which shall be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seal to be hereto affixed, as of the day and year written.

SAN BERNARDINO COUNTY

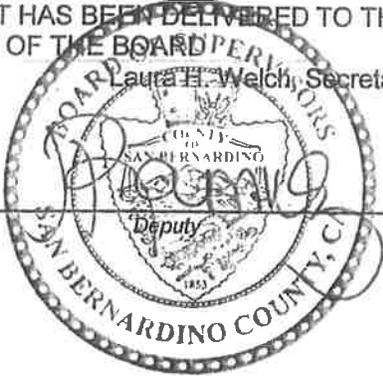
► Janice Rutherford
~~Justin Gonzalez~~, Chair, Board of Directors

Janice Rutherford

Dated: JAN 08 2013

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch, Secretary



By _____

MONO COUNTY

By ► Bill Baum

~~Clay Hazlett~~, Chair, Mono County Board of Supervisors

Name VIKKI BAUER
(Print or type name of person signing MOU)

Title BOARD CHAIR

Dated: Nov. 6, 2012
(Print or Type)

Address P.O. Box 715
BRIDGEPORT, CA 93517

INYO COUNTY

► Marty Fortney
~~Marty Fortney~~, Chair, Inyo County Board of Supervisors

Name MARTY FORTNEY
(Print or type name of person signing MOU)

Title CHAIRPERSON BOARD OF SUPERVISORS

Dated: 9-25-12

Address P.O. BOX N
INDEPENDENCE, CA 93514

Approved as to Legal Form
► Alan L. Green
Counsel ALAN L. GREEN
Date 11/16/12

Reviewed by Contract Compliance
► _____
Date _____

Presented to Board for Signature
► [Signature]
Date _____

EXCLUSIVE OPERATING AREA PLAN BETWEEN
ICEMA AND M ONO COUNTY

September 22, 2004

EMS PLAN AMBULANCE OPERATING AREA SUMMARY FORM

In order to evaluate the nature of each area or sub area, the following information should be compiled for each operating area individually. Please include a separate form for each exclusive and/or nonexclusive ambulance operating area.

Local EMS Agency or County Name: Inland Counties Emergency Medical Agency Mono County
Area or sub area Name or Title: Operating Area #4
Name of Current Provider(s): Include company name(s) and length of operation (uninterrupted) in specified area or sub area. Chalfant Valley Community Services/Fire District (BLS Ambulance Service) Mono County Paramedic Program (ALS/BLS Ambulance Service).
Area or sub area (Zone) Geographic Description: Those areas including and surrounding the Hammil and Chalfant Valleys to the south of Benton Valley bordered on the east by the Nevada state line and to the south by the Inyo County line, as depicted on the attached map.
Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6): Include intent of local EMS agency and Board action. <input type="checkbox"/> Exclusive <input checked="" type="checkbox"/> Non-exclusive
Type of Exclusivity, Emergency Ambulance, ALS, or LALS (HS 1797.85): Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.). This area has not been determined to be exclusive as of the date of this document. Chalfant Valley Community Services/Fire District has operated a BLS Ambulance Service in this area since 1985. The Mono County Paramedic Program has provided ALS Ambulance Service in this area since 1975.
Method to achieve Exclusivity, if applicable (HS 1797.224): N/A If <u>grand fathered</u> , pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service. If <u>competitively determined</u> , method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

September 22, 2004

**EMS PLAN
AMBULANCE OPERATING AREA SUMMARY FORM**

In order to evaluate the nature of each area or sub area, the following information should be compiled for each operating area individually. Please include a separate form for each exclusive and/or nonexclusive ambulance operating area.

Local EMS Agency or County Name: Inland Counties Emergency Medical Agency
Mono County

Area or sub area Name or Title: Operating Area #3

Name of Current Provider(s):

Include company name(s) and length of operation (uninterrupted) in specified area or sub area.

White Mountain Fire Protection District (BLS Ambulance Service)
Mono County Paramedic Program (ALS/BLS Ambulance Service)

Area or sub area (Zone) Geographic Description:

Those areas including and surrounding the community of Benton to the north of the Hammil Valley, bordered to the east by the Nevada state line and to the west by the Glass Mountains, as depicted on the attached map.

Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6):

Include intent of local EMS agency and Board action.

Exclusive

Non-exclusive

Type of Exclusivity, Emergency Ambulance, ALS, or LALS (HS 1797.85):

Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.).

This area has not been determined to be exclusive as of the date of this document. White Mountain Fire Protection District has provided BLS Ambulance Service in this area since 1982. The Mono County Paramedic Program has provided ALS Ambulance Service in this area since 1975.

Method to achieve Exclusivity, if applicable (HS 1797.224): N/A

If grand fathered, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.

If competitively determined, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

**EMS PLAN
AMBULANCE OPERATING AREA SUMMARY FORM**

In order to evaluate the nature of each area or sub area, the following information should be compiled for each operating area individually. Please include a separate form for each exclusive and/or nonexclusive ambulance operating area.

<p>Local EMS Agency or County Name: Inland Counties Emergency Medical Agency Mono County</p>
<p>Area or sub area Name or Title: Exclusive Operating Area #2</p>
<p>Name of Current Provider(s): Include company name(s) and length of operation (uninterrupted) in specified area or sub area. Mammoth Lakes Fire Protection District (BLS Ambulance Service) Mono County Paramedic Program (ALS/BLS Ambulance Service)</p>
<p>Area or sub area (Zone) Geographic Description: Those areas contained within and immediately surrounding the boundaries of the incorporated Town of Mammoth Lakes, as depicted on the attached map.</p>
<p>Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6): Include intent of local EMS agency and Board action.</p> <p><input checked="" type="checkbox"/> Exclusive -- Meets grand fathering requirement of 1797.224.</p> <p><input type="checkbox"/> Non-exclusive</p>
<p>Type of Exclusivity, Emergency Ambulance, ALS, or LALS (HS 1797.85): Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.). The Mammoth Lakes Fire Protection District responds to basic life support emergency calls within EOA #2. (EOA #2 is a subset of and overlaps EOA #1 and, therefore, the Mono County paramedic program which is the exclusive provider for EOA #1 also responds to advanced life support, basic life support, and interfacility transport calls within EOA #2).</p>
<p>Method to achieve Exclusivity, if applicable (HS 1797.224): If <u>grand fathered</u>, pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service.</p> <p>The Mammoth Lakes Fire Protection District and the Mono County Paramedic Program or their predecessors have delivered uninterrupted service with no changes to scope and manner of service to the operating area since prior to January 1, 1981. The Mono County Paramedic Program began providing paramedic ambulance service in this area in 1975. The Mammoth Lakes Fire Protection District has provided BLS ambulance service in this area since 1978.</p> <p>If <u>competitively determined</u>, method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.</p>

**EMS PLAN
AMBULANCE OPERATING AREA SUMMARY FORM**

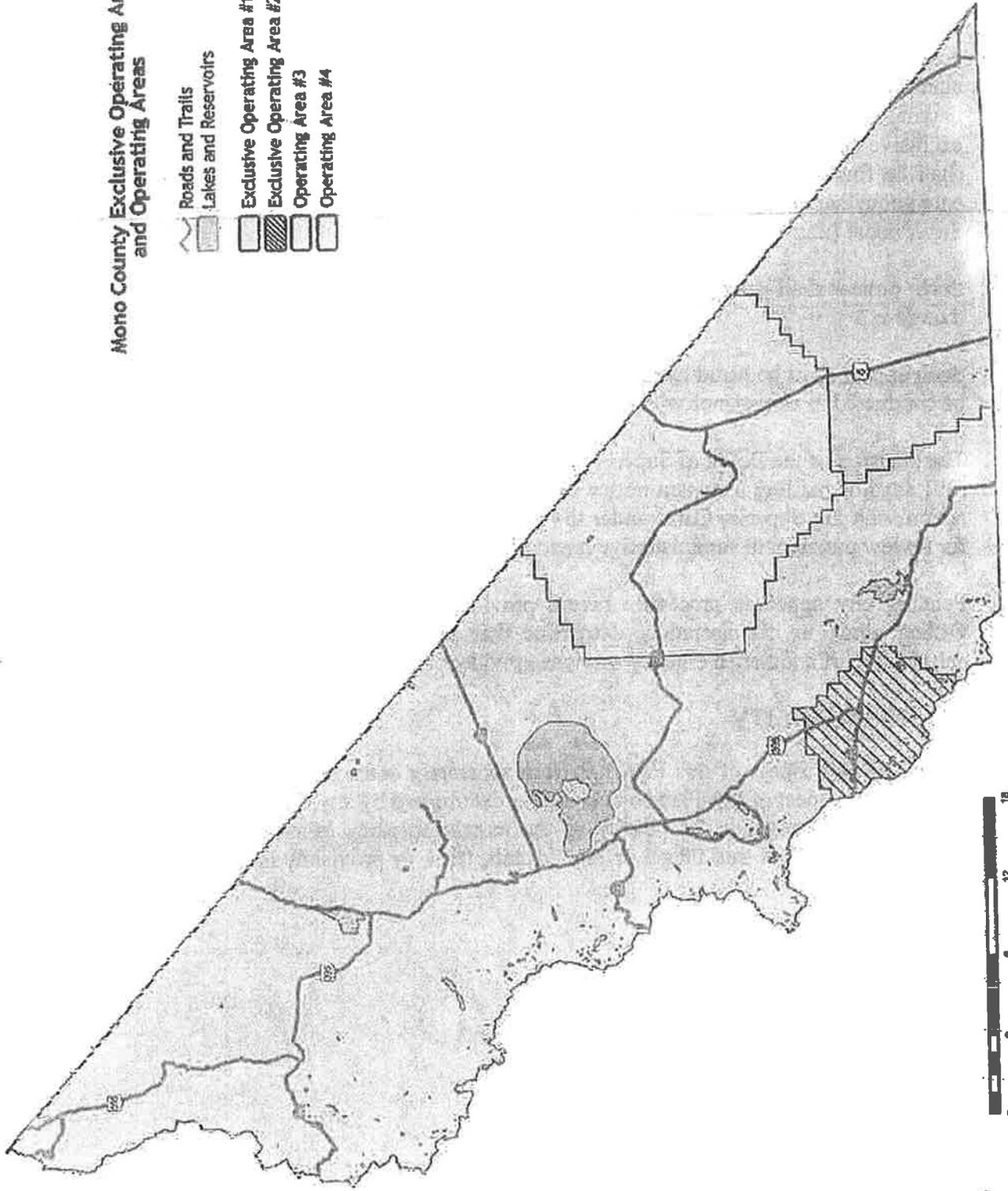
In order to evaluate the nature of each area or sub area, the following information should be compiled for each operating area individually. Please include a separate form for each exclusive and/or nonexclusive ambulance operating area.

Local EMS Agency or County Name: Inland Counties Emergency Medical Agency Mono County
Area or sub area Name or Title: Exclusive Operating Area #1
Name of Current Provider(s): Include company name(s) and length of operation (uninterrupted) in specified area or sub area. Mono County Paramedic Program (ALS/BLS Ambulance Service).
Area or sub area (Zone) Geographic Description: All areas of Mono County (including both unincorporated area and the incorporated Town of Mammoth Lakes), except that southeastern portion of the County including and surrounding the Benton, Chalfant, and Hammil Valleys (the Tri-Valley area), as depicted on the attached map.
Statement of Exclusivity, Exclusive or non-Exclusive (HS 1797.6): Include intent of local EMS agency and Board action. <input checked="" type="checkbox"/> Exclusive -- Meets grand fathering requirement of 1797.224. <input type="checkbox"/> Non-exclusive
Type of Exclusivity, Emergency Ambulance, ALS, or LALS (HS 1797.85): Include type of exclusivity (Emergency Ambulance, ALS, LALS, or combination) and operational definition of exclusivity (i.e., 911 calls only, all emergencies, all calls requiring emergency ambulance service, etc.). This area is exclusive as to BLS, ALS, and interfacility transport ambulance services.
Method to achieve Exclusivity, If applicable (HS 1797.224): If <u>grand fathered</u> , pertinent facts concerning changes in scope and manner of service. Description of current provider including brief statement of uninterrupted service with no changes to scope and manner of service to zone. Include chronology of all services entering or leaving zone, name or ownership changes, service level changes, zone area modifications, or other changes to arrangements for service. The Mono County paramedic program or its predecessors have delivered uninterrupted service with no changes to scope and manner of service to the operating area since prior to January 1, 1981. This provider began providing paramedic ambulance service in the area in 1975. If <u>competitively determined</u> , method of competition, intervals, and selection process. Attach copy/draft of last competitive process used to select provider or providers.

Attachment "A"

Mono County Exclusive Operating Areas and Operating Areas

-  Roads and Trails
-  Lakes and Reservoirs
-  Exclusive Operating Area #1
-  Exclusive Operating Area #2
-  Operating Area #3
-  Operating Area #4



unless the Health Officer chooses to propose an amendment that has another effect and the other provisions of this Article shall not apply.

VIII. APPELLATE PROCEDURE

Any decision required to be made hereunder by the Health Officer involving awarding an authorization to a competitive exclusive operating area, revoking a provider's authorization, or making an amendment to the plan which affects an authorized provider's rights in and to an exclusive operating area or changes a noncompetitive area to a competitive or nonexclusive area shall be final unless within twenty (20) days of mailing of written notice of such decision the emergency service provider affected files a Notice of Appeal with the Mono County Board of Supervisors (through the Board's Clerk).

Such notice shall state, in general terms, the decision being appealed and the reasons(s) therefore.

Such appeal shall be heard by the Board of Supervisors as soon as reasonably possible and shall be conducted in accordance with the provisions of the Government Code.

The decision of the Board of Supervisors upon any such appeal shall be final unless within thirty (30) days of mailing a written notice of such decision the emergency service provider files an action with the Superior Court under the provisions of Code of Civil Procedure Section 1094.5 for review pursuant to administrative mandamus.

Pending any appellate procedure herein provided, no change shall occur unless the Health Officer shall, in his discretion, determine that an emergency situation exists requiring the substitution of another emergency services provider on an interim basis.

IX. SEVERABILITY

Each part and aspect of this Plan has been separately considered and evaluated. Should any provision or aspect of this Plan be declared or determined by any Court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Plan.

are set forth. The proposed amendment and the report shall be forwarded by the Health Officer to the Emergency Medical Care Committee with a request that the matter be set for a hearing to be held not earlier than twenty-one (21) nor later than thirty-five (35) days from the date of the request.

- B. Upon receipt of the date set for hearing, the Health Officer shall publish a notice of the hearing pursuant to Government Code Section 6062a in a newspaper of general circulation. The notice shall contain a concise summary of the effects of the proposed amendment and shall state the address or addresses at which copies of the proposed amendment and the report may be obtained. A copy of the proposed amendment and the report shall be mailed to ICEMA, to each provider that may be affected by the proposed amendment, and to the Mono County Counsel.
- C. At the time and place set for the hearing, the Emergency Medical Care Committee shall receive the report and testimony of the Health Officer and of any other person interested in presenting testimony or other evidence. Any member of the Committee who is directly affected by the proposed amendment shall be disqualified from participating in the Committee's consideration of the amendment. When all persons interested in presenting testimony or evidence have been heard, the Committee shall close the meeting to any further testimony or evidence. After such deliberation as it deems necessary, the Committee shall then make its recommendation in writing to the Health Officer as to whether the amendment should be adopted, adopted with revisions, or rejected.
- D. Upon receipt of the recommendation of the Emergency Medical Care Committee, the Health Officer shall consider that recommendation and may either adopt the amendment, revise and adopt the amendment, or determine to make no amendment. If the Health Officer's action does not follow the recommendation of the Committee, the Health Officer shall file with the committee a written statement of explanation as to why the Committee recommendation was not followed.
- E. Except as provided for in sections F and G below, a plan amendment shall become operative immediately upon its adoption, in writing, by the Health Officer.
- F. Any amendment that directly affects the rights of an authorized provider in and to an exclusive operating area shall be subject to the appellate procedure set forth in Article VIII.
- G. A plan amendment that proposes to change a noncompetitive exclusive operating area to a competitive exclusive operating area or to a nonexclusive area shall become operative on a date set forth in the amendment, which date shall be not less than five (5) years from the date of adoption.
- H. Upon revocation of the authorization of a provider in a noncompetitive exclusive operating area and upon such revocation becoming final, the plan shall be deemed automatically amended to make such area a competitive exclusive operating area,

grounds stated, and that failure to respond within the time stated shall result in summary revocation of authorization.

- b. If no response is received by the Health Officer to the notice, the Health Officer shall revoke the provider's authorization and shall initiate procedures to obtain a successor provider or providers for the area.
 - c. Upon receipt of responsive materials from the provider within the time period stated in the notice, the Health Officer shall evaluate the evidence received. If the Health Officer believes the evidence does not adequately controvert the grounds stated, the Health Officer may revoke the provider's authorization. If the Health Officer determines that the evidence substantially controverts the grounds, the Health Officer should revoke the suspension and may follow the procedures set forth in subdivision G.2. hereinafter. A determination to revoke authorization shall be subject to the appellate procedures of Article VI.
2. If the acts or omissions of the provider that constitute the grounds for termination for cause are deemed by the Health Officer to pose no immediate threat to the effective provision of emergency medical services and/or the safety and health persons requiring such services, the Health Officer shall prepare and issue to the provider by certified mail a notice to comply which shall state what the provider must do or refrain from doing to avoid being subject to revocation of authorization, what reports of proof the providers must furnish to the Health Officer of the provider's attempts at correction, and the time frame within which such corrective action must be taken and proof of correction provided.
- a. If the provider, within the time frame stated in the notice, furnishes to the Health Officer proof of correction or of attempts to correct those deficiencies stated in the notice to comply, the Health Officer may either terminate the reporting and proof requirements or may, if deemed appropriate, extend the period during which the reporting and proof requirement will be required.
 - b. At the conclusion of any notice to comply period, or the extension of any such period, if the Health Officer determines that the provider is unable or unwilling to comply, the Health Officer may revoke the provider's authorization. A determination to revoke authorization shall be subject to the appellate provisions of Article VIII.

VI. AMENDMENTS TO PLAN

The Health Officer may amend this plan at any time, in any manner which is not prohibited by or inconsistent with controlling law or any rules and regulations promulgated by the Emergency Medical Services Authority, pursuant to the following procedures:

- A. When the Health Officer determines that it would be in the best interests of the emergency medical services system and/or the interests of all or a substantial segment of the population served by that system to amend the plan in any respect, the Health Officer shall draft those amendments deemed desirable and then prepare a report in which the reasons for the proposed amendment and any data supporting such reasons

term of five (5) years (subject to the renewal provisions described below) from the date of the authorization unless earlier terminated for cause or by an amendment to this plan (following a public hearing) that either deletes the designation of the area as an exclusive operating area or alters the area.

Each year, prior to the anniversary date of the award of authorization, the Health Officer shall review the performance of the authorized provider or providers and may consider, in such review, any evaluation done by the Emergency Medical Care Committee. If the Health Officer determines that the provider or providers have performed satisfactorily in achieving the requirements and goals of the emergency services system, the Health Officer shall recommend to the Board of Supervisors that it extend the term of authorization for that provider. Upon receiving such recommendation, the Board of Supervisors may, by minute order, extend the term of authorization for that provider by an additional period of up to five years.

H. Protest and Objections

All protests and objections regarding the awarding of the exclusive operating area to the most qualified applicant shall be considered. The Health Officer shall notify the protesting party in writing of his decision regarding the protest. The decision may be appealed to a court of competent jurisdiction.

I. Revocation of Exclusive Provider Authorization

Whenever the Health Officer is provided with information that the Health Officer believes constitutes cause for termination of an exclusive provider's authorization, the Health Officer shall investigate to determine whether reasonable grounds exist to believe the information to be true. If the Health Officer believes the information to be true, the Health Officer shall evaluate the impact of such information and take one of the following actions:

1. If the acts or omissions of the provider that constitute the grounds for termination for cause are deemed by the Health Officer to pose an immediate threat to the effective provision of emergency medical services and/or to the safety or health of persons requiring such services, the Health Officer shall immediately suspend the authorization of such provider and shall notify the provider, ICEMA, the Mono County Board of Supervisors, and any public safety agencies, dispatch centers, and hospitals in the provider's area of such suspension. The Health Officer may also issue to such other providers as deemed appropriate an interim authorization as a provider in that area.
 - a. Within five (5) working days, the Health Officer shall forward to the provider by certified mail a written notice of intention to revoke the provider's authorization, which shall state the ground for revocation. The notice shall advise the provider that the provider may file with the Health Officer in writing prior to a date certain (which shall be not less than fifteen (15) nor more than twenty (20) calendar days from the date of the notice) any evidence that the provider may have to controvert the

- b. Qualifications and experience of the applicant's personnel
- c. Equipment
- d. Ability to meet response time requirements established by any EMS plan applicable to the area
- e. Rates for services
- f. Whether the applicant is permitted to operate in the area by the appropriate public entities.

5. Hearing By Emergency Medical Care Committee

When the applicant has been evaluated, the Health Officer shall request that a meeting of the Emergency Medical Care Committee of the County be called and shall prepare a report to that Committee of the assessment of the area and the evaluation of the applicants. Upon receipt of the report, the Emergency Medical Care Committee shall set and notice a meeting at which the report will be considered, such meeting to be not less than fourteen (14) days nor more than twenty-eight (28) days following receipt of the report. The notice of meeting and a copy of the report shall be sent by first-class mail, postage prepaid, to each applicant and to each city that lies wholly or partly in the area under consideration.

At the time and place set for the meeting, the Emergency Medical Care Committee shall receive the report and testimony of the Health Officer and of any other person interested in presenting testimony or other evidence. Any member of the Committee who is an applicant or holds any financial interest in an applicant shall be disqualified from participation in the Committee's consideration of any exclusive operating area for which the applicant has applied. When all persons interested in presenting testimony or evidence have been heard, the Committee shall close the meeting to any further testimony or evidence. After such deliberation as it deems necessary, the Committee shall then make its recommendation in writing to the Health Officer as to which applicant or applicants it believes should be awarded authorization to provide emergency medical services in the exclusive operating area.

6. Selection of Provider(s)

Upon receipt of the recommendation of the Emergency Medical Care Committee, the Health Officer shall consider that recommendation as well as the area emergency medical services assessment and the evaluation of applicants and shall award authorization to one or more applicants as appropriate. All responders shall be notified of this decision. If authorization is not awarded to the applicant or applicants recommended by the Committee, the Health Officer shall file with the Committee a written statement of explanation as to why the Committee recommendation was not followed.

7. Term of authorization

The term of an authorization awarded pursuant to competitive bid to provide emergency medical services in an exclusive operating area shall be for an initial

qualified providers. The announcement shall be published pursuant to Government Code Section 6062a in a newspaper of general circulation and may also be distributed to known providers of services, and shall include at least the following information:

- a. A description of the area sufficient to identify the area with reasonable certainty
- b. The level of services to be required
- c. Whether it is the intent to award the area to a single provider or whether consideration will be given to authorizing two or more providers to serve the area.
- d. Any special conditions which must be met to satisfy particular needs disclosed by the assessment of the area.
- e. That the application will contain any further conditions which must be met by an applicant.
- f. That a providers' conference will be held on a date and at a time and place stated and that only providers who appear at the conference will be permitted to apply and will be given applications.
- g. All applications shall be submitted to the Health Officer by 4:00 p.m., twenty-one (21) calendar days from the date of the providers' conference, at which time the applications shall be opened in the Health Officer's office.

For purposes of this subsection, a "qualified provider" shall be a provider who can demonstrate that it has successfully provided emergency medical services of the level required by the announcement for a period of at least three (3) years continuously within the seven (7) years immediately preceding its application.

3. Completeness of Application and Rejection for Cause

After the closing date for submitting applications, the Health Officer shall evaluate each application received to determine if the applicant meets all standards and conditions required. Should the Health Officer determine that an applicant fails to meet one or more of the standards or conditions, the Health Officer shall notify the applicant in writing by certified mail of the specific deficiencies. If the applicant does not provide the Health Officer with proof satisfactory to the Health Officer that the applicant does meet those standards or conditions as to which deficiency notice was given within seven (7) calendar days following delivery of the notice of deficiency, then the application shall be deemed ineligible and entitled to no further consideration.

4. Evaluation of Application

Upon determination of the eligible applicants, the Health Officer shall evaluate the applicants in terms of their ability to meet the present and anticipated emergency medical services needs of the area as determined by the assessment of the area. Criteria to be used in making such evaluation shall include at least:

- a. Past experience of the applicant in providing emergency medical services

authorization shall cease upon selection of a qualified successor provider or providers for the area through the competitive process outlined in this plan and the authorized commencement of services by the provider or providers.

F. Authorized Providers

Except as otherwise required by statute, regulation, or other provisions of the EMS plan or plans applicable to the County of Mono or as may be otherwise permitted by the provisions of this plan, only the provider(s) designated or selected to be the provider(s) within the exclusive operating areas established by subsections A (1) and (2) (or their designees) and the provider designated pursuant to subsection D as having rights pursuant to Section 1797.201 of the Health and Safety Code shall be authorized to provide emergency medical transportation services within EOA #1 or EOA #2, as described above.

The provisions of this section shall not apply during the pendency of any disaster situation that creates a need for emergency medical services beyond the capability of the designated providers for an area nor shall they apply to services rendered pursuant to an approved mutual aid agreement. Further, this section shall not preclude ICEMA, with the approval of the Health Officer and upon payment of all required fees and other compliance with all other policies and/or protocols, from authorizing any other provider to provide emergency medical transportation services for special events nor shall it preclude an industry that maintains emergency medical services staff and equipment on a jobsite from providing, upon Health Officer authorization, emergency medical transportation to employees who become ill or injured on the jobsite.

G. Competitive Selection of Providers for Exclusive Operating Areas

Upon designation of an area as subject to competitive bid, selection of the provider or providers to serve that exclusive operating area shall proceed in the following manner:

1. Assessment

The Health Officer shall assess the area to ascertain the nature and extent of emergency medical services which are and may be required in the area. Such assessment shall include, but need not be limited to, consideration of the following factors:

- a. Geography and topography
- b. Population density and anticipated growth
- c. Surface transportation facilities, i.e., roads
- d. Location of medical facilities in or adjacent to such area
- e. The nature and extent of emergency medical services being provided in all or any portion of the area by a public entity through the expenditure of public funds
- f. Nature and extent of emergency medical services available in the territory adjacent to the area.

2. Invitation for Proposals; Providers' Conference

Upon completion of the assessment, the Health Officer shall prepare and publish an announcement that applications will be accepted for consideration from

B. Findings regarding noncompetitive status of EOA #1 and EOA #2

1. EOA #1

It is determined that within EOA #1, the Mono County Paramedic Program is an existing provider and has been providing ALS and BLS EA services in the same manner and scope without interruption since prior to January 1, 1981. It is further determined that it is in the best interests of this plan and the citizens of the areas to be served that ALS and BLS EA services continue to be provided through the Mono County Paramedic Program without resort to a competitive bidding process.

2. EOA #2

It is determined that within EOA #2, the Mammoth Lakes Fire Protection District (MLFPD) has provided back-up BLS EA services within its district boundaries since prior to January 1, 1981. It is further determined that it is in the best interests of this plan and the residents and visitors of the areas to be served that back-up BLS EA services continue to be provided through the MLFPD without resort to a competitive bidding process.

EOA #1 and EOA #2 shall become subject to a competitive bid process pursuant to Health and Safety Code section 1797.224 upon the occurrence of one of the following events:

1. Cessation or nonjustifiable interruption of services by the provider;
2. An amendment to this plan which designates the area as subject to competitive bid; or
3. Continued nonjustifiable violations of the performance standards applicable to the provider.

C. Findings regarding non-exclusive status of OA #3 and OA #4

It is determined that it is in the best interests of this plan and the citizens of the areas to be served to designate OA #3 and OA #4 as operating areas rather than as exclusive operating areas. OA #3 and OA #4 are presently served by the Mono County Paramedic Program, as well as by other providers. Due to their remote location and sparse population, it is desirable to maximize, rather than limit, providers serving these regions. Upon a change in circumstances affecting OA #3 or OA #4, such areas may in the future be considered for designation as exclusive operating areas pursuant to the Health and Safety Code and this plan.

D. Rights pursuant to Health and Safety Code Section 1797.201

The Mammoth Lakes Fire Protection District (MLFPD) has provided BLS EA services within its district boundaries since prior to June 1, 1980. Nothing in this plan is intended to nor shall interfere with MLFPD's continued provision of BLS EA services, or of any other emergency medical service later determined to be within the MLFPD's rights pursuant to Health and Safety Code section 1797.201.

E. Interim Service within Exclusive Operating Areas

Upon an exclusive operating area becoming subject to competitive bid for one of the reasons specified in the plan or otherwise, the Health Officer of the County of Mono may, in his sole discretion and on an interim exclusive basis, authorize the continued provision of services by the then current provider or deem the area non-exclusive on an interim basis. Such interim

State's Emergency Medical Services Authority and to make in a timely manner such reports to the Authority as may be established by law or regulation.

VI. EXCLUSIVE OPERATING AREAS AND OPERATING AREAS WITHIN MONO COUNTY

To ensure the effectiveness and success of an EMS plan or EMS system, it is necessary to ensure the availability of qualified, competent, well-managed and financially sound emergency transportation providers. This can best be assured in many areas of the County of Mono by the establishment of exclusive operating areas as authorized by Sections 1797.6, 1797.85, and 1797.224 of the Health and Safety Code. In other areas of the County, this can best be assured by the establishment of operating areas that are not exclusive as to any provider or providers.

A. Creation and Designation of Exclusive Operating Areas and Operating Areas

1. Exclusive operating area #1 (EOA #1) for the County of Mono is hereby created and shall be defined as depicted on the attached map, which is incorporated into this plan by reference and labeled as Attachment A. The Mono County Paramedic Program is hereby designated as the sole exclusive provider of advanced life support emergency ambulance transport (ALS EA) within this area and the primary exclusive provider of basic life support emergency ambulance (BLS EA) services within this area.
2. Exclusive operating area #2, (EOA #2) for the County of Mono is hereby created and shall be defined as depicted on the attached map, which is incorporated into this plan by reference and labeled as Attachment A. The Mammoth Lakes Fire Protection District is hereby designated as the back-up provider of BLS EA services within this area. EOA #2 is located wholly within the boundaries of EOA #1. Therefore, as outlined in subsection 1 above and subject to paragraph D below, the Mono County Paramedic Program shall be the primary provider of ALS, emergency ambulance transport (ALS EA) and the primary provider of BLS EA within EOA #2.
3. Operating area #3 (OA #3) for the County of Mono is hereby created and shall be defined as depicted on the attached map, which is incorporated into this plan by reference and labeled as Attachment A. There shall be no designated exclusive provider for this area.
4. Operating area #4 (OA #4) for the County of Mono is hereby created and shall be defined as depicted on the attached map, which is incorporated into this plan by reference and labeled as Attachment A. There shall be no designated exclusive provider for this area.

“Special Event” means any previously announced event where a group or gathering of people in one general locale is sufficient in number to, or involves an activity that, creates the need to have one or more ambulances at the site.

IV. GENERAL PRINCIPLES

4.01 Goal: Highest level of reliable emergency medical services

The goal of this plan shall be to provide and encourage within each area of this County the development of the highest level of reliable emergency medical services that is reasonably practicable in light of the geography, population density, and resources available.

4.02 Consideration given current providers

It is appropriate in evaluating the degree of assurance of ability to provide readily available emergency medical services of high quality to consider the level and quality of service which has been provided in the past by current providers within the County.

4.03 Establishment of EOAs

It is the determination of ICEMA at the direction of the Mono County Board of Supervisors, that the establishment of exclusive operating areas provides the best means of assuring emergency medical services of the highest quality.

4.04 ICEMA policies, procedures, and protocols controlling

The provisions of the plan shall be construed, whenever possible and reasonable, to coordinate and integrate with the regional EMS system established by ICEMA. In the event of any irreconcilable difference between provisions of this plan and ICEMA policies, procedures, and protocols, the provisions of the ICEMA policies, procedures, and protocols shall control.

4.05 Exclusion for 5150 Transports

Transports undertaken pursuant to Welfare and Institutions Code Section 5150 shall not be subject to this plan.

4.06 Performance Standards

Evaluation of authorized providers' performance under this Plan shall be conducted in accordance with ICEMA standards, policies, procedures and protocols.

4.07 Compliance

All authorized providers must comply with all ICEMA standards, policies, procedures and protocols.

V. IMPLEMENTATION AND ADMINISTRATION

Subject to the delegation of appellate rights set forth in Article VIII, this plan shall be implemented and administered by the Inland Counties Emergency Medical Agency (ICEMA), which has been designated as the local EMS agency for the County of Mono. It shall be the responsibility of ICEMA, in carrying out these duties, to meet all requirements established by the

EXCLUSIVE OPERATING AREA PLAN FOR THE COUNTY OF MONO

I. PURPOSE

The intent of this plan is to provide an integrated, coordinated emergency medical system for the County of Mono that will assure the residents of and visitors to the County the ready availability and provision of high quality emergency medical services pursuant to the Emergency Medical Services System and Prehospital Emergency Medical Care Personnel Act (sections 1797 et seq. of the Health and Safety Code of the State of California).

Through a joint powers agreement, the County of Mono, together with the counties of Inyo and San Bernardino, has designated the Inland Counties Emergency Medical Agency (ICEMA) as the local EMS agency for many purposes of the Act. It is the purpose of this plan to assure compliance with Health and Safety Code sections 1797.224 and 1797.226 and to assure an efficient coordinated prehospital emergency medical system for the County of Mono.

II. AUTHORITY

Health and Safety Code Sections 1797.201 and 1797.224. It is the intent of this plan to establish and provide for exclusive operating areas as deemed appropriate.

III. DEFINITIONS

"Existing provider," as used in Section 1797.224 of the Health and Safety Code and in this Plan, means an existing Basic Life Support (BLS) ambulance service provider or Advanced Life Support (ALS) ambulance service provider who was providing services on January 1, 1981 and has continued to provide such services from that date to the initial date of adoption of this plan pursuant to the provisions of that section.

"Emergency medical services" means the services needed to provide urgent medical care in a condition or situation in which an individual has a need for immediate medical attention or where the potential for such need is perceived by emergency medical personnel, a public safety agency, or - with respect to interfacility transfers - qualified medical personnel of the transferring facility. Any transportation needs pursuant to a request for an emergency ambulance operating under a permit issued by the Commissioner of the California Highway Patrol or the attendance of certified/accredited emergency medical personnel or licensed medical personnel shall be deemed the providing of emergency medical services.

"Exclusive Operating Area" means an area defined by this plan for which ICEMA, upon the recommendation of Mono County, may restrict operations to one or more BLS or ALS emergency ambulance services or providers, as specified in Division 2.5 of the Health and Safety Code.

"Operating Area" means an area or subarea defined by this plan in which the provision of advanced life support, limited advanced life support, or emergency ambulance services has not been limited to one or more providers.



Butte County Decision Clarifies the Power of the State EMS Authority Over “Grandfathered” EOA Designations

R. Michael Scarano, Jr., Esq., Foley & Lardner LLP

In a significant decision issued on August 27, 2010, the California Court of Appeal held that the state EMS Authority (the “Authority”) is empowered by the state EMS Act (the “Act”) to approve or reject determinations by local EMS agencies (“LEMSAs”) that providers qualify for “grandfathered” exclusive operating areas (“EOA”) under Section 1797.224 of the Act. The Court also held, however, that the criteria used by the Authority in determining whether a provider qualifies for grandfathering (i.e., whether it has operated in the same “manner and scope” since 1981) must be set forth in regulations formally adopted by the Authority under the California Administrative Procedures Act, rather than established informally by the Authority on a case by case basis. The Court further held that a county which designates a LEMSA may not reserve any of the LEMSA’s statutory powers, such as the ability to award EOAs, to the county itself, or divide LEMSA powers among multiple EOAs.

Although the facts of the case were complicated and involved a number of parties, the case primarily involved a dispute between the County of Butte (the “County”) and ambulance provider First Responder EMS (“First Responder”) on the one hand, and the Authority on the other hand, over whether the County or its designated LEMSA, Northern California Emergency Medical Services, Inc. (“Nor-Cal”), could grant First Responder and certain other providers grandfathered EOAs in the local EMS plan submitted for the County. The Court of Appeal, affirming the trial court’s decision, held that the Authority could properly reject the County’s grandfathering determinations by refusing to approve the local EMS plan. The Authority’s grounds for doing so were that the County and Nor-Cal had failed to provide the Authority with sufficient information supporting their determination that the providers in question qualified for grandfathering. However, the Court further held that in determining whether candidates for grandfathering meet the “manner and scope” test found in the Act, the Authority must establish regulatory criteria rather than relying on case by case guidelines.

The following sets forth the complex facts of the case and the legal grounds for the Court’s decision in more detail.

BACKGROUND

In 1991, the County entered into an agreement with Nor-Cal to administer, as its LEMSA, certain specified LEMSA functions, such as submitting an annual local EMS plan. The agreement provided that the County reserved to itself certain other LEMSA functions not expressly granted to Nor-Cal, including the establishment and designation of EOAs.

In June 1992, the Butte County public health officer issued an order directing that the County’s local EMS plan be amended to establish EOAs pursuant to Section 1797.224 of the Act. In his order, the health officer found that the providers serving five operating areas in the County qualified for grandfathering within their respective service areas because they had been operating within those areas “in the same manner and scope since at least January 1, 1981,” as required by Section 1797.224. In accordance with these findings, the health officer ordered that “the current and present operators providing service within [their respective EOAs] be deemed the exclusive operators within each area.” Three of the five EOAs established by the County health officer were at issue in

the case ultimately decided by the Court of Appeal.

In July 1992, the health officer submitted to the Authority an amendment to the County’s EMS plan establishing the EOAs, along with copies of correspondence he had received from each of the providers in question, purporting to attest to their qualifications for grandfathered status. The health officer requested that the Authority approve the plan and confirm the County’s ability to grandfather the current providers into the EOAs.

The Authority responded by asking the health officer to provide more information about “the continuity of providers within the zones for which grandfathering is proposed” as well as additional information pertinent to grandfathering. The record in the case does not indicate whether the County responded to the Authority’s request for this additional information.

Although the health officer initially had requested the Authority’s approval of the EOA designations, the County subsequently took the position that the Authority’s approval was not required. In January 1994, the County Board of Supervisors passed a resolution which (1) formally adopted the findings and conclusions of the health officer set forth in his prior EOA order, and (2) purported to formally amend the County’s local EMS plan to create the EOAs set forth in the health officer’s order and to establish the current operators in those areas as exclusive operators. In addition, the Board’s resolution indicated that the installation of these operators within the EOAs was intended as an “interim measure,” pending a competitive process, and established a schedule for holding a competitive process for each of the County’s zones.

In March 1996, a new interim health officer for the County issued an order which changed direction by finding that the continued maintenance of the EOAs and the

¹ All references to the Act refer to the Emergency Medical Services System and the Prehospital Medical Care Personnel Act, Health and Safety Code Section 1797 et. seq.

² That section states: “A local EMS agency may create one or more exclusive operating areas in the development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations. This plan shall include provisions for a competitive process held at periodic intervals.”

continued utilization of the current providers within those EOAs was proper and appropriate, and that a competitive bid process was neither required nor in the best interest of the County citizens at that time. The Board of Supervisors subsequently passed a second resolution which rescinded the schedule providing for a competitive process and affirmed the designation of the existing providers in their existing zones.

In March 2000, Nor-Cal submitted the County's EMS plan to the Authority, including the EOAs established by the first health officer and affirmed by his successor. In July 2001, the Authority approved the plan, except for the section grandfathering the existing providers into their respective EOAs. In the Authority's view, the previous expressions of intent by Nor-Cal and the Board of Supervisors to establish a competitive process "changed the scope and manner of operation," and therefore grandfathering the three zones at issue was no longer possible. The Authority also indicated that to establish EOAs and install the existing providers would require a clear determination of eligibility for exclusivity but that, to date, sufficient information had not been provided to the Authority to determine whether grandfathering was appropriate.

The Authority was particularly concerned that three of the ambulance services in question had changed ownership, and, in one case, three different owners had operated the ambulance service since 1981. As discussed further below, the Authority's position was that although some changes of ownership permit grandfathering, others constitute a change in manner and scope which disqualify a provider from being grandfathered. In addition, the Authority was aware that a significant boundary change had been made in one of the areas, as a result of the incorporation of a college campus which added a day time population of over 10,000 students. The Authority indicated that if Nor-Cal wished to establish EOAs through grandfathering, the current providers would have to supply Nor-Cal with appropriate documentation regarding their eligibility, and Nor-Cal would have to amend the local EMS plan accordingly. The Authority also asserted, for the first time, that Nor-Cal, and not the County Health Department, was the LEMSA with statutory authority to establish EOAs.

In June 2006, Nor-Cal approved a new provider, Priority One Medical Transport, Inc. ("Priority One") to provide EMS services in one of the three EOAs established by the County, subject to securing a base hospital and determining the dispatch logistics of 911 calls. However, because Priority One was unable to secure a base hospital, it was unable to begin operations within the County.

The three grandfathered providers, led by (and collectively referred to by the Court as) First Responder, subsequently brought an action against Nor-Cal and the County seeking

declaratory and injunctive relief. First Responder asked the court to rule that (1) the agreement between Nor-Cal and the County did not grant Nor-Cal any authority with respect to the creation of EOAs; (2) the County retained the right as a LEMSA with respect to the creation and designation of EOAs; and (3) Nor-Cal had no authority to integrate an additional EMS provider into the EOAs set up

by the County.

The County filed a cross-complaint against the Authority, seeking a judicial declaration regarding whether (1) the County had the authority to exercise powers under Section 1797.224 (i.e., the creation of EOAs), and (2) whether the current providers were eligible for EOAs. The County also sought an order prohibiting the

Continued

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EMS Law

Butte County Decision

Authority from rejecting the County's grant of grandfathered EOAs.

The trial court held that Nor-Cal, not the County, had exclusive authority to establish and award EOAs, and that the purported reservation of this right by the County was void. The court further found that it could not order the Authority to refrain from enforcing its determination that the current providers were not properly grandfathered. It reached this conclusion because the Authority had a "discretionary duty" to determine whether the local EMS plan for the county was acceptable, and the Authority's discretionary findings could not be overruled by the court, absent an abuse of discretion. Here, the trial court found no abuse of discretion.

THE COURT OF APPEAL DECISION

On appeal, the Court of Appeal affirmed the trial court's findings. It addressed the three primary issues in the case as follows:

1. Ability of the County to Reserve EOA Designations

The first issue addressed by the Court was "whether a County may contractually designate a local EMS agency to administer some of the requirements of the EMS Act, while reserving for another local EMS agency [or itself] all of the remaining statutory powers and duties not covered by the agreement." The Court said that "the short answer is No." The Court based its conclusion on the plain language of Section 1797.200, which states that each county which has chosen to develop an EMS program "shall designate a local EMS agency".

The Court observed that by using the words "a local EMS agency", Section 1797.200 "unambiguously requires a county to designate one local EMS agency, not two such agencies sharing the statutory powers and duties of [a LEMSA] under the EMS Act."

2. Powers of the Authority to Approve or Reject Grandfathering Determinations

The second issue addressed by the Court was "whether the Authority has the statutory power to disapprove a local EMS agency's designation of an exclusive operating area through the grandfathering provision of Section 1797.224 of the EMS." The Court said "the short answer is Yes."

The Court rejected the argument, put forth by the County and First Responder, that Section 1797.224 only requires approval by the Authority of a competitive process. Although the plain language of the statute can be read in that fashion, the Court indicated that it is necessary to read that statute in the overall context of the EMS Act. The Act provides that a LEMSA "shall annually submit an emergency medical services plan for the EMS area to the Authority" (Section 1797.254), and, "among the mandatory subjects of the local EMS plan is transportation of emergency medical patients." (See Sections 1797.76, 1797.103, and 1797.70.) The Act further provides that a LEMSA may implement a local plan, "unless the Authority determines that the plan does not effectively meet the needs of the persons served and is not consistent with coordinated activities in the geographical areas served, or that the plan is not concordant and consistent with applicable guidelines or regulations.... established by the Authority." (Section 1797.105(a)(b)) Based on these factors, the Court concluded as follows:

The Authority has the statutory authority to review a local EMS agency's creation of an EOA as part of the transportation portion of the local EMS plan, regardless of whether the EOA was created through a competitive process or grandfathered, and then to reject the local EMS plan if it is not "concordant

and consistent with applicable guidelines or regulations... established by the Authority."

3. Requirement that the Authority Promulgate "Manner and Scope" Guidelines as Formal Regulations

The third issue addressed by the Court was the validity of the criteria used by the Authority to determine whether grandfathering is appropriate. The County argued that, even if the Authority had the power to reject EOAs created via grandfathering, the Authority's disapproval of the County's EOAs was invalid because it was based on "invalid, underground regulations."

The California Administrative Procedures Act ("APA") provides that, if a policy or procedure falls within the definition of a "regulation" within the meaning of the Act, the promulgating agency must comply with the procedures for formalizing such regulation, which include public notice and approval by the Office of Administrative Law. A regulation that substantially fails to comply with these requirements may be judicially declared invalid. Such invalid regulations are often called "underground regulations."

A regulation subject to the APA has two principal identifying characteristics. First, the agency must intend its rule to apply generally, rather than only in a specific case. Second, the rule must implement, interpret or govern the agency's procedures.

In determining whether the Authority's criteria used in evaluating grandfathered EOAs constituted an underground regulation, the Court focused on a declaration submitted in the case by Dan Smiley, Chief Deputy Director of the Authority. Mr. Smiley's declaration stated, in pertinent part, as follows:

A change in manner and scope, defeating a County's ability to grandfather existing providers into EOAs, may occur in the following instances: (1) where there is a change in the number of providers in the area; (2) where there are interruptions in the services provided by one or more providers in the area; (3) where there is a change in the economic distribution of calls between providers in the area; (4) where there is a change in ownership in one of the providers in the area; (5) where there is a change in the geographical boundaries of the area; (6) where areas or sub-areas are combined or splintered; and (7) where there is an approval by the local EMS agency of a new provider in the area. A change in manner and scope will not occur in the following situations: (1) an upgrade in ambulance service from basic life support to advanced life support; (2) the subcontracting of a grandfathered provider with another provider for minor activities within an area that does not alter the manner and scope of operations, is approved



by the local EMS agency and is part of the County's local EMS plan; and (3) the response of providers into an area for mutual aid or instant aid in the event of significant events or disaster situations.

Smiley's declaration also stated that "changes in ownership in EMS providers can result in a change in manner and scope." He elaborated that, "where one company purchases another, as evidenced by a stock transfer, purchase of goodwill, transfer of liabilities and transfer of accounts receivables, no change in manner and scope occurs. However, there is a change in manner and scope if one company purchases only the assets of another company."

The Court agreed with the County's assertion that these statements constitute a generally applicable interpretation of the "manner and scope" language of Section 1797.224. Consequently, the Court held that the establishment of "manner and scope" criteria requires formal rule-making through the APA. The Court stated:

We thus conclude that the Authority's interpretation of the "manner and scope" language of Section 1797.224 is a generally applicable policy subject to the rule-making procedures of the APA. Because the Authority did not comply with those procedures, this interpretative regulation is void and not entitled to any deference.

The Court nevertheless held, however, that the Authority had the power to reject the local EMS plan submitted for the County, and the grandfathering designation found in it, "based on a lack of information provided by Nor-Cal," rather than on the merits of whether the "manner and scope" test was in fact met. The Court did not determine "whether the changes in ownership and boundary change in this case amounted to a change in manner and scope." Rather, the Court simply concluded that the Authority had not abused its discretion in requiring additional information to make that determination.

CONCLUSION

The Butte County case has not been appealed and is significant for three primary reasons. First, it affirms that the Authority has the power to approve or disapprove grandfathered EOAs. While it has been widely assumed that this was the case, counties, their LEMSAs and providers have argued that the Authority should in most cases defer to the LEMSAs' findings on this issue. The case indicates that the Authority is under no obligation to do so.

Second, the case will require that the Authority promulgate regulations defining what constitutes a change in manner and scope, rather than relying on its own case by case guidelines. Perhaps in response to early developments in the case, the Authority had recently circulated draft guidelines on this and other EOA-related issues for public comment. Those draft guidelines may be the Authority's starting point for drafting regulations. The EMS Act and the APA require that the draft regulations be circulated for public comment, reviewed at a public hearing and ultimately approved by both the EMS Commission and the Office of Administrative Law. This process will take several months, at a minimum.

Finally, the Court's finding that a county may not reserve any of a LEMSAs' statutory powers to itself is significant for counties that have designated outside agencies as their LEMSAs.

R. Michael Scarano, Jr., is a Partner and Vice Chair of the Health Care Industry Team of Foley & Lardner LLP, a national law firm with five offices throughout California. Mr. Scarano specializes in representing ambulance providers and other health care organizations in procurements, regulatory, transactional, compliance-related and HIPAA/privacy matters. He can be reached at (858) 847-6812 or by e-mail at mscarano@foley.com

Chairman's Message

Continued from page 3

were responsible for saving you thousands of dollars in fees by helping defeat AB 511 last year? Well that's the approximate annual cost of dues for the CAA's largest member companies. If you keep it in perspective, the CAA is an outstanding value for your company and the CAA cannot represent the interests of the entire industry without the support of its members.

The threats remain. If we do not join together to represent the interests of our industry, others will make decisions that impact our businesses for us. The potential impacts on your business, makes these challenges your business. Now is the time to get involved.

I am looking forward to seeing you at our Legislative Summit in January.

Executive Director's Update

Continued from page 4

Medi-Cal reimbursement rates, this increase in Medi-Cal coverage and transports has the potential to have a major impact on California's EMS systems.

Clearly, there are now many more questions than answers, yet there are many opportunities to collaborate with other areas of healthcare to contain cost and improve quality. While health insurance reform will increase coverage and reduce the number of uninsured by creating "near universal" coverage, cost containment and quality improvement will surely impact providers.

Resources

The CAA has created a members-only section of the CAA website to provide resources to CAA members regarding the various issues which will impact ambulance providers as both healthcare providers and as employers. After entering their password, members can access the Healthcare Reform page by clicking on the link.

For information about healthcare reform implementation in California, go to: <http://www.healthcare.ca.gov/>.

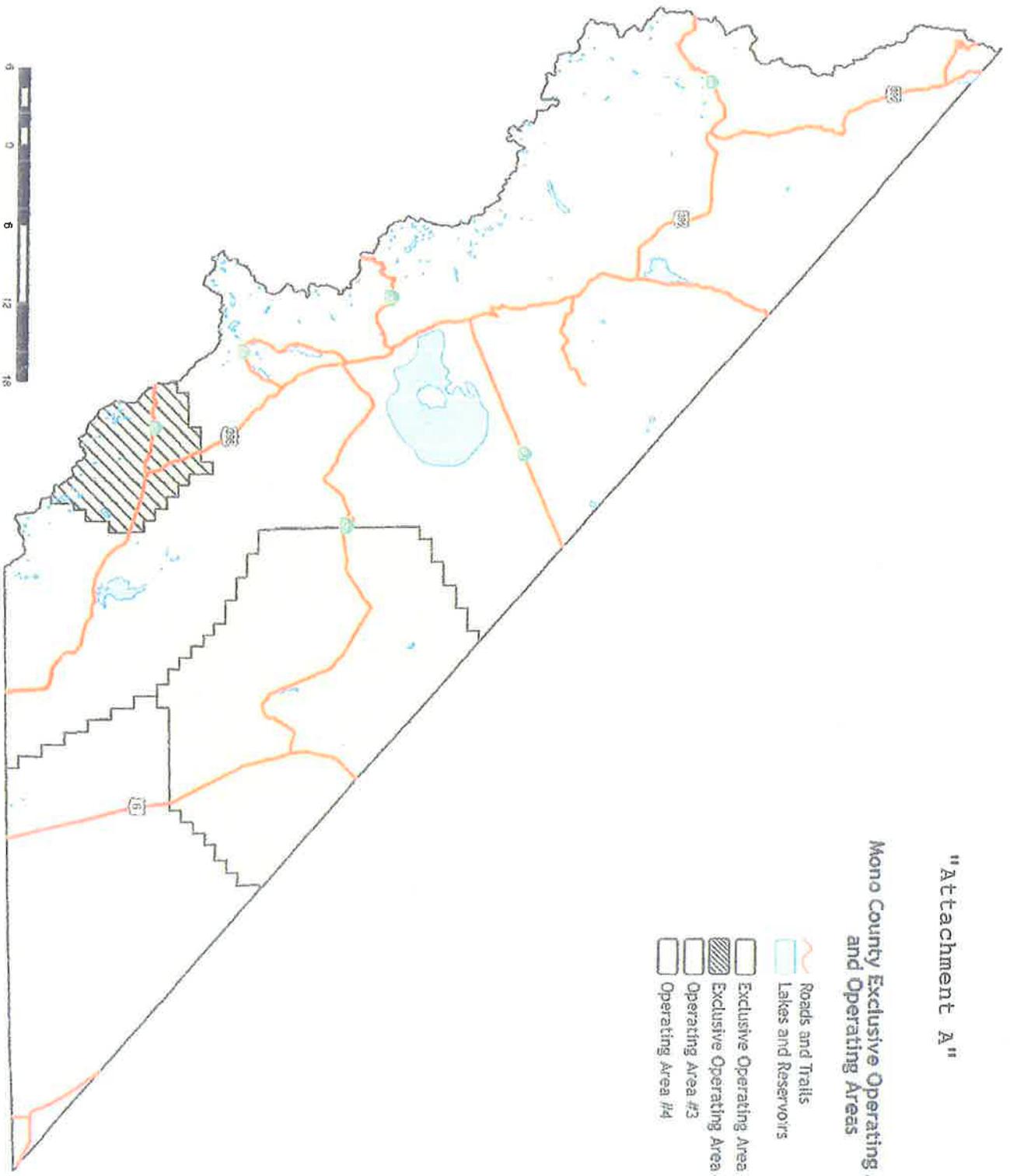
For information about federal healthcare reform implementation, go to: <http://www.healthcare.gov/>.

The CAA is a statewide leader in promoting quality, efficient and medically appropriate patient care within California's local EMS systems. With healthcare reform implementation accelerating in California, it is essential to assure the state's EMS systems continue to serve the medical transportation needs of our patients and communities.

"Attachment A"

Mono County Exclusive Operating Areas and Operating Areas

-  Roads and Trails
-  Lakes and Reservoirs
-  Exclusive Operating Area #1
-  Exclusive Operating Area #2
-  Operating Area #3
-  Operating Area #4



Cal Health & Saf Code § 1797.201

This document is current through the 2015 Supplement (All 2014 legislation)

Deering's California Code Annotated > HEALTH AND SAFETY CODE > Division 2.5. Emergency Medical Services > Chapter 4. Local Administration > Article 1. Local EMS Agency

§ 1797.201. Agreement with city or fire district

Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of prehospital emergency medical services for that city or fire district. Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts, except the level of prehospital EMS may be reduced where the city council, or the governing body of a fire district, pursuant to a public hearing, determines that the reduction is necessary.

Notwithstanding any provision of this section the provisions of Chapter 5 (commencing with Section 1798) shall apply.

History

Added Stats 1980 ch 1260 § 7.

Deering's California Codes Annotated

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Cal Health & Saf Code § 1797.224

This document is current through the 2015 Supplement (All 2014 legislation)

Deering's California Code Annotated > HEALTH AND SAFETY CODE > Division 2.5. Emergency Medical Services > Chapter 4. Local Administration > Article 1. Local EMS Agency

§ 1797.224. Creation of exclusive operating areas in development of local plan

A local EMS agency may create one or more exclusive operating areas in the development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations. This plan shall include provisions for a competitive process held at periodic intervals. Nothing in this section supersedes Section 1797.201.

History

Added Stats 1984 ch 1349 § 3.

Deering's California Codes Annotated

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**MOU BETWEEN ICEMA, MONO, AND CHALFANT VALLEY FIRE
PROTECTION DISTRICT**

**MEMORANDUM OF UNDERSTANDING FOR EMERGENCY MEDICAL
TRANSPORTATION SERVICES IN MONO COUNTY**

APRIL 9, 2013

PAGE 2 OF 2

This MOU will become effective once executed by all parties and shall be for a term of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

ICEMA is the local EMS agency for the Counties of San Bernardino, Inyo, and Mono. ICEMA administers State and local codes and regulations governing the provision of emergency medical care to the sick and impaired at the scene of an emergency and during transport to an appropriate healthcare facility. ICEMA, as the local EMS agency, must be a party to all agreements involving emergency medical services in Mono and Inyo Counties.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Alan Green, Deputy County Counsel, 387-5455) on March 21, 2013 and the County Administrative Office (Steve Atkeson, Administrative Analyst, 387-0294) on March 22, 2013.



ORIGINAL

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept. ICM	A	Contract Number 13-154			
<input type="checkbox"/> Change									
<input type="checkbox"/> Cancel									
ePro Vendor Number					ePro Contract Number				
INLAND COUNTIES EMERGENCY MEDICAL AGENCY				Dept. ICM	Orgn. ICM	Contractor's License No.			
Contract Representative Thomas G. Lynch, EMS Administrator				Telephone (909)388-5823		Total Contract Amount			
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount		
						\$			
Fund SMI	Dept. ICM	Organization ICM	Appr.	Obj/Rev Source 8955	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name MOU with Mono County and Chalfant FPD				Estimated Payment Total by Fiscal Year					
For EMS				FY	Amount	I/D	FY	Amount	I/D
					\$			\$	
					\$			\$	
					\$			\$	

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

F A S

CONTRACT TRANSMITTAL

CONTRACTOR County of Mono

Federal ID No. or Social Security No. _____

Contractor's Representative Lynda Salcido

Address P O Box 3329 Mammoth Lakes, CA 93546 Phone (760) 924-1842

CONTRACTOR Chalfant Fire Protection District

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address 215 Valley Rd Chalfant Valley, CA 93514 Phone (760) 872-1092

Nature of Contract: *(Briefly describe the general terms of the contract)*

This is a Memorandum of Understanding (MOU) between Inland Counties Emergency Medical Agency (ICEMA), between Inland Counties Emergency Medical Agency, Mono County and the Chalfant Fire Protection District for emergency medical transport services

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)  Counsel	Reviewed as to Contract Compliance _____ Date _____	Presented to Board for Signature  Date <u>4-2-13</u>
Date <u>4/2/13</u>	Date _____	Date _____

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Input Date	Keyed By

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
CHALFANT FIRE PROTECTION DISTRICT FOR EMERGENCY MEDICAL
TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the "Paramedic Program"); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but consists of non-exclusive Operating Areas 3 and 4.

WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California. Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

WHEREAS, the County would like to assist the Tri-Valley Fire Districts in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the Chalfant Fire Protection District ("District") hereby agree as follows:

1. County agrees to pay \$300.00 to District for each call District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide or reimburse District for consumable medical supplies used in providing the EMS and/or transport services described in this paragraph and/or in providing training to District volunteers providing such services, and to pay District a

- lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.
2. District will submit monthly invoices to the Mono County Auditor for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall transfer \$1,000 to the District's account in January of each year.
 3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
 4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
 5. District shall ensure and be responsible for maintaining and supplying its vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
 6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
 7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
 8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of,

resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. District shall provide professional liability insurance (Medical Malpractice) in the amount of not less than two million dollars (\$2,000,000.00) each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.
15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County

EMT/EMS training when sufficient space for volunteers is available.

- 16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

ICEMA

By: Janice Rutherford
Janice Rutherford, Chair, ICEMA Board of Directors

Dated: APR 6 2003



APPROVED AS TO FORM:

Mono County Counsel

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
CHALFANT FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the "Paramedic Program"); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but consists of non-exclusive Operating Areas 3 and 4.

WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California. Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

WHEREAS, the County would like to assist the Tri-Valley Fire Districts in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the Chalfant Fire Protection District ("District") hereby agree as follows:

1. County agrees to pay \$300.00 to District for each call District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide or reimburse District for consumable medical supplies used in providing the EMS and/or transport services described in this paragraph and/or in

- providing training to District volunteers providing such services, and to pay District a lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.
2. District will submit monthly invoices to the Mono County Auditor for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall transfer \$1,000 to the District's account in January of each year.
 3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
 4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
 5. District shall ensure and be responsible for maintaining and supplying its vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
 6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
 7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
 8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents,

officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. District shall provide professional liability insurance (Medical Malpractice) in the amount of not less than two million dollars (\$2,000,000.00) each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated

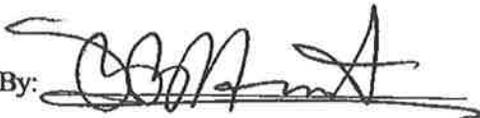
at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.
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COUNTY OF MONO

DISTRICT

By: 

By: _____

Dated: 3-8-13

Dated: _____

ICEMA

By: _____

Dated: _____

APPROVED AS TO FORM:



Mono County Counsel

ORIGINAL

IN 2013 2/1/13

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
CHALFANT FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

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WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California. Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

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13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.
14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.
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provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.

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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

DISTRICT

By: _____

By:  _____

Dated: _____

Dated: _____

ICEMA

By: _____

Dated: _____

APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Rita Sherman, Risk Manager

**MOU BETWEEN ICEMA, MONO, AND THE WHITE MOUNTAIN
FIRE PROTECTION DISTRICT**

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
OF THE INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND RECORD OF ACTION**

March 12, 2013

**FROM: THOMAS G. LYNCH, EMS Administrator
Inland Counties Emergency Medical Agency**

**SUBJECT: MEMORANDUM OF UNDERSTANDING FOR EMERGENCY MEDICAL
TRANSPORTATION SERVICES IN MONO COUNTY**

RECOMMENDATION(S)

Acting as the governing body of the Inland Counties Emergency Medical Agency approve, a Memorandum of Understanding (Agreement No. 13-123) between Inland Counties Emergency Medical Agency, Mono County and the White Mountain Fire Protection District for emergency transport services.

(Presenter: Thomas G. Lynch, EMS Administrator, 388-5830)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item does not impact discretionary general funding (net county cost) and will allow Inland Counties Emergency Medical Agency (ICEMA) to enter into a Memorandum of Understanding (MOU) to improve emergency medical transport services in Mono County. Financial provisions of this MOU are the responsibility of Mono County and the MOU contains no financial impact for ICEMA.

BACKGROUND INFORMATION

Approval of this item will allow ICEMA to enter into a MOU with Mono County and the White Mountain Fire Protection District (WMFPD) for emergency medical transport services.

The County of Mono would like to improve emergency medical services (EMS) in the southeastern portion of Mono County by providing a financial subsidy in the form of reimbursement for consumable medical supplies and \$300 on each call the fire department provides EMS. WMFPD is a volunteer fire department who provides services in the targeted area. As the local EMS agency ICEMA must consent to the arrangement.

This MOU will become effective once executed by all parties and shall be for a term of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.

Page 1 of 2

cc: ICEMA-Lynch w/agreement for signature
Contractor c/o ICEMA w/agreement
Auditor-Controller/Treasurer/Tax
Collector-Accounts Payable Manager
w/agreement
EBIX-BPO c/o Risk Management
County Counsel-Green
CAO-Atkeson
File - w/agreement
ml 03/19/13
ITEM 48

Record of Action of the Board of Directors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

Inland Counties Emergency Medical Agency (ICEMA)

MOTION	<u>AYE</u>	<u>AYE</u>	<u>AYE</u>	<u>SECOND</u>	<u>MOVE</u>
	1	2	3	4	5

LAURA H. WELCH, SECRETARY

BY _____

DATED: March 12, 2013

**MEMORANDUM OF UNDERSTANDING FOR EMERGENCY
MEDICAL TRANSPORTATION SERVICES IN MONO
COUNTY
MARCH 12, 2013
PAGE 2 OF 2**

ICEMA is the local EMS agency for the Counties of San Bernardino, Inyo, and Mono. ICEMA administers State and local codes and regulations governing the provision of emergency medical care to the sick and impaired at the scene of an emergency and during transport to an appropriate healthcare facility. ICEMA, as the local EMS agency, must be a party to all agreements involving emergency medical services in Mono and Inyo Counties.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Alan Green, Deputy County Counsel, 387-5455) on February 25, 2013 and the County Administrative Office (Steve Atkeson, Administrative Analyst, 387-0294) on February 28, 2013.



FOR OFFICIAL USE ONLY

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

F A S

CONTRACT TRANSMITTAL

<input checked="" type="checkbox"/> New	FAS Vendor Code		SC	Dept. ICM	A	Contract Number 13-123	
<input type="checkbox"/> Change						ePro Vendor Number	
<input type="checkbox"/> Cancel						ePro Contract Number	
INLAND COUNTIES EMERGENCY MEDICAL AGENCY			Dept. ICM	Orgn. ICM	Contractor's License No.		
Contract Representative Thomas G. Lynch, EMS Administrator			Telephone (909)388 -5823		Total Contract Amount		
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
Fund SMI	Dept. ICM	Organization ICM	Appr.	Obj/Rev Source 8055	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name MOU with Mono county and White Mountain FPD For EMS				Estimated Payment Total by Fiscal Year			
		FY	Amount	ID	FY	Amount	I/D
			\$			\$	
			\$			\$	
			\$			\$	

Return to:
Clerk of the Board

CONTRACTOR County of Mono

Federal ID No. or Social Security No. _____

Contractor's Representative Lynda Salcido

Address P O Box 3329 Mammoth Lakes, CA 93546 Phone (760) 924-1842

CONTRACTOR White Mountain Fire Protection District

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address P.O. Box 950, Benton, CA 93515 Phone (760) 933-2252

Nature of Contract: *(Briefly describe the general terms of the contract)*

This is a Memorandum of Understanding (MOU) between Inland Counties Emergency Medical Agency (ICEMA), between Inland Counties Emergency Medical Agency, Mono County and the White Mountain Fire Protection District for emergency medical transport services

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink) Counsel ALAN L. GREEN Date <u>2/27/13</u>	Reviewed as to Contract Compliance Date _____	Presented to Board for Signature Date <u>2-27-13</u>
---	--	---

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
WHITE MOUNTAIN FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the "Paramedic Program"); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

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WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California (if available). Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

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NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the White Mountain Fire Protection District ("District") hereby agree as follows:

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5. District has been provided with an EMS vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
7. District may request fees for services provided from any person or entity having the responsibility to pay District for such services and District is under no obligation to reimburse County for any such payments received. District shall such payments to provide volunteer incentives as set forth in paragraph 9 of this Agreement.
8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or

any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. District shall provide professional liability insurance (Medical Malpractice) in the amount of not less than two million dollars (\$2,000,000.00) each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
12. District shall prepare and maintain all documentation relative to the payment to volunteers for which reimbursement pursuant to this Agreement is provided, including, without limitation, liability insurance, workers' compensation coverage; payroll/income tax deductions and reporting, training received, certifications; and licenses. District shall maintain these records for a period of at least four (4) years from the last date service was provided by the volunteer, and shall permit County and/or ICEMA to inspect such records upon reasonable notice.
13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.

14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.
15. County agrees to provide EMT/EMS training annually to District volunteers or to provide training funds to the Fire Chiefs' Association to enable the Association to provide such training, when funding is available. District volunteers may attend County EMT/EMS training when sufficient space for volunteers is available.
16. This Agreement shall be interpreted under the laws of the State of California, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its purposes. If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

DISTRICT

By: _____

By: _____

Dated: _____

Dated: _____

ICEMA

By: Janice Rutherford

Janice Rutherford, Chair, ICEMA Board of Directors

Dated: March 1, 2017

SIGNED AND DELIVERED THAT A COPY OF THIS DOCUMENT WAS DELIVERED TO THE CHAIRMAN OF THE BOARD LAURENCE M. [unclear] Sec. 67

By: [Signature]



APPROVED AS TO FORM:

Mono County Counsel

APPROVED BY RISK MANAGEMENT:

Rita Sherman, Risk Manager

**MEMORANDUM OF UNDERSTANDING AMONG THE INLAND COUNTIES
EMERGENCY MEDICAL AGENCY AND COUNTY OF MONO AND THE
WHITE MOUNTAIN FIRE PROTECTION
DISTRICT FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the County of Mono ("County") operates an emergency medical services (EMS) program that includes operating and staffing Advanced Life Support (ALS) paramedic rescue vehicles within areas designated as exclusive operating areas pursuant to the Exclusive Operating Area (EOA) Plan for Mono County (the "Paramedic Program"); and

WHEREAS, emergency medical services are subject to review and oversight by the Inland Counties Emergency Medical Agency (ICEMA), which is the local Emergency Medical Services Agency for Mono, Inyo and San Bernardino Counties and has consented to this arrangement; and

WHEREAS, the portion of southeastern Mono County that is adjacent to United States Highway 6, and includes the communities of Chalfant Valley, Hammil Valley, and Benton (hereinafter, the "Tri-Valley Communities"), is not presently designated as an exclusive operating area under the EOA Plan, but consists of non-exclusive Operating Areas 3 and 4.

WHEREAS, non-exclusive Operating Areas 3 and 4 do not receive primary EMS or ambulance transport services from the Paramedic Program. The current primary provider of ALS services for these areas is Symons Ambulance of Bishop, California (if available). Basic life support (BLS) services are provided by volunteers associated with one of the two Fire Protection Districts located within the Tri-Valley Communities (the "Tri-Valley Fire Districts"); and

WHEREAS, the Tri-Valley Fire Districts would like to improve the response times and services of BLS triage, assessment, and transport they provide, yet presently face limited financial resources with which to provide financial incentives and training to volunteers within their respective districts; and

WHEREAS, the County would like to assist the Tri-Valley Fire Districts in improving their response times and the services of BLS triage, assessment, and emergency transportation services, and is willing and able to provide a financial supplement in the form of reimbursement for consumable medical supplies and additional payment as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, County and the White Mountain Fire Protection District ("District") hereby agree as follows:

1. County agrees to pay \$300.00 to District for each call District responds to and during which District volunteers provide EMS care and/or transport a sick or injured person to an emergency department or to a designated emergency medical transportation vehicle such as an ALS ambulance provider or an aircraft ambulance provider. County additionally agrees to provide or reimburse District for consumable medical supplies

used in providing the EMS and/or transport services described in this paragraph and/or in providing training to District volunteers providing such services, and to pay District a lump sum of \$1,000 annually to cover District overhead and miscellaneous expenses.

2. District will submit monthly invoices to the Mono County Auditor for consumable medical supplies purchased and for each call for which District is entitled to receive compensation pursuant to this Agreement. The invoice will be on a form provided by the Mono County Auditor. The completed form must be submitted within 30 days from the date of the call for which the compensation is requested or medical supplies purchased. This form shall include information that documents the date and time of the call for services, the response time, the services provided, the location of the transport, the consumable supplies used, and other information as may be required by the County. County will maintain the confidentiality of such information as required by law. County shall transfer \$1,000 to the District's account in January of each year.
3. County shall pay District within 30 days following receipt of the completed form set forth above. If County requires additional information, then County shall notify the District of the necessary information required and shall pay District within 30 days once all necessary information has been received.
4. District shall verify and maintain all necessary emergency medical technician and/or paramedic (as applicable) pre-hospital credentials, certifications and licenses for any volunteer that responds to a call for first responder emergency medical services or BLS transportation services. District shall provide copies or verification of such certifications or licenses to County or ICEMA upon request. District shall maintain all emergency medical vehicles owned by District used to transport injured or sick persons in good working order and in well-maintained condition.
5. District has been provided with an EMS vehicle by County, and District agrees to comply with the provisions of any Memorandum of Understanding pertaining to the use and maintenance of such vehicle. District shall ensure and be responsible for maintaining and supplying such vehicle(s) with all necessary BLS equipment, communication devices, and/or supplies as may be directed by the County or ICEMA, subject to reimbursement for consumable supplies, as set forth in this Agreement. District agrees to maintain a cooperative and professional working relationship with the local hospitals, the Mono County Paramedics, other first responders, and with other emergency medical transport entities.
6. District will not be entitled to receive payment for "dry runs," meaning those calls to which District responds under the belief that there may be a need for medical services, but due to the circumstances of the call there is no need for the provision of EMS care or medical transport services by the District. District shall be required to keep and maintain a log that includes dry runs in order to assist County in developing data identifying the need for first responder emergency medical services in the Tri-Valley Communities.
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8. District is required to comply with all laws and regulations, including record keeping and retention, standard of care, and other rules governing EMS operations as may be required by State Law, ICEMA, or County, and shall be subject to audit by County, ICEMA, or

any authorized agency to ensure compliance. District understands and agrees that any services provided by District are the sole responsibility of District and ensures and verifies that District is capable and able to provide competent emergency medical services. District shall defend, indemnify and hold harmless County and ICEMA, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this agreement by District or District's volunteers, agents, officers, or employees. This obligation applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use, caused or alleged to be caused in whole or in part by any act or omission of District, its volunteers, agents, employees, suppliers, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

9. District shall pay any funds (excluding funds paid as reimbursement for consumable medical supplies) received by District pursuant to this Agreement to its volunteers as an incentive to retain, train, and recruit volunteers who have, receive, and maintain emergency medical technician and/or paramedic (as applicable) certification and skills. Such funds shall be divided equally between the volunteers responding to the call for which payment was made and District and its volunteers shall be solely responsible for any tax, withholding, or other issues associated with such payments.
10. District shall provide Statutory Workers' Compensation insurance coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees and/or volunteers providing services for or on behalf the District and expressly acknowledges that such employees and/or volunteers are employees of the District for Workers Compensation purposes.
11. District shall provide professional liability insurance (Medical Malpractice) in the amount of not less than two million dollars (\$2,000,000.00) each occurrence/two million (\$2,000,000.00) policy aggregate. If professional liability coverage is written on a claims-made form: (A). The "retro Date" must be shown, and must be before the date of the contract of the beginning of contract work. (B). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. (C). If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
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13. This Agreement shall be entered into pursuant by and between the Mono County Board of Supervisors and the District's Board of Commissioners. This agreement may be modified in writing by any persons authorized by the Board of Supervisors or Board of Commissioners.

14. The term of this Agreement shall be for a period of two (2) years and may be terminated at any time by either party, or upon the request of ICEMA, upon the provision of thirty (30) days written notice. This Agreement will be renewed automatically for two two-year terms, unless terminated by either party pursuant to this section.
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17. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATES SET FORTH BELOW.

COUNTY OF MONO

By: _____

Dated: 11-20-12

DISTRICT

By: _____

Dated: 12-31-12

ICEMA

By: _____

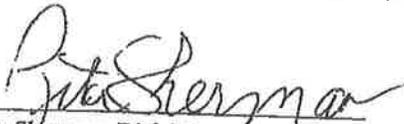
Dated: _____

APPROVED AS TO FORM:



Mono County Counsel

APPROVED BY RISK MANAGEMENT:



Rita Sherman, Risk Manager

MOU BETWEEN ICEMA, MONO, AND THE MOUNTAIN
WARFARE TRAINING CENTER



Inland Counties Emergency Medical Agency

Serving San Bernardino, Inyo, and Mono Counties

*Virginia Hastings, Executive Director
Reza Vaezazizi, M.D., Medical Director*

September 28, 2011

Lynda Salcido, Director
Mono County Public Health Department
437 Old Mammoth Road, #Q
PO Box 3329
Mammoth Lakes, CA 93546

Dear Ms. Salcido:

**RE: MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID IN MONO COUNTY
AGREEMENT #11-701**

Enclosed you will find the signed original Memorandum of Understanding (MOU) for Mutual Aid in Mono County for your files.

If you need any additional information, please do not hesitate to contact me.

Very truly yours,

Virginia Hastings
Executive Director

VH/jlm

Enclosure

c: Ed Segura, Staff Analyst, ICEMA
Denice Wicker-Stiles, Assistant Administrator, ICEMA
File Copy

MONO COUNTY

OCT 03 2011

HEALTH DEPARTMENT

**REPORT/RECOMMENDATION TO THE BOARD OF DIRECTORS
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
AND RECORD OF ACTION**

September 13, 2011

**FROM: VIRGINIA HASTINGS, Executive Director
Inland Counties Emergency Medical Agency**

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID IN MONO COUNTY

RECOMMENDATION(S)

Acting as the Governing Board of the Inland Counties Emergency Medical Agency, approve a Memorandum of Understanding between Inland Counties Emergency Medical Agency, the County of Mono and the Department of Navy, United States Marine Corps, Mountain Warfare Training Center, Fire and Emergency Services for mutual aid emergency medical services.

(Affected Districts: All)

(Presenter: Virginia Hastings, Executive Director, 388-5823)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Provide for the Health and Social Services Needs of County Residents.

FINANCIAL IMPACT

Approval of this item imposes no additional local cost to the County and therefore, does not impact general fund financing (net county cost). This action does not involve a federal program or the use of any federal funds.

BACKGROUND INFORMATION

Approval of this item will allow Inland Counties Emergency Medical Agency (ICEMA) to enter into a Memorandum of Understanding (MOU) with the County of Mono and the Department of Navy, United States Marine Corps, Mountain Warfare Training Center Fire and Emergency Services, (MCMWTC) for mutual aid emergency medical services.

ICEMA is the local Emergency Medical Services (EMS) agency for the Counties of San Bernardino, Inyo, and Mono. ICEMA administers State and local codes and regulations governing the provision of emergency medical care to the sick and impaired at the scene of an emergency and during transport to an appropriate healthcare facility. Additionally, ICEMA certifies and/or accredits prehospital personnel to provide service within its jurisdiction. Such personnel are not accredited to provide emergency medical care outside of the jurisdiction nor are military personnel able to provide service off of federal land without approval of the local EMS Agency.

Page 1 of 2

cc: ICEMA-Hastings w/ agree (3)
Contractor c/o Dept w/ agree
ACR-Acct Pay Mgr w/ agree
EBIX/BPO c/o Risk
CAO-Allen
File - w/ agree
jr 9/21/11

ITEM 42

Record of Action of the Board of Directors

APPROVED (CONSENT CALENDAR)

COUNTY OF SAN BERNARDINO

Inland Counties Emergency Medical Agency (ICEMA)

MOTION	ABSENT	PRESENT	MOVED	SECOND	AYE
	1	2	3	4	5

LAURA H. WELSH, SECRETARY

BY _____

DATED: September 13, 2011

FOR OFFICIAL USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Dept.	Orgn.	Contract Number			
<input type="checkbox"/> Change			SC	SMI	A	11-701			
<input type="checkbox"/> Cancel									
INLAND COUNTIES EMERGENCY MEDICAL AGENCY			SMI	ICM		Contractor's License No.			
Contract Representative			Telephone		Total Contract Agreement				
Virginia Hastings, Executive Director			(909)388-5823		\$				
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input type="checkbox"/> Other:			
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date	Contract End Date	Original Agreement	Amendment Agreement				
				\$	\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Agreement			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Agreement			
						\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Agreement			
						\$			
Project Name				Estimated Payment Total by Fiscal Year					
MOU between MCMWTC, Mono County & ICEMA				FY	Agreement	I/D	FY	Agreement	I/D

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the Inland Counties Emergency Medical Agency, hereinafter called ICEMA, and

Name MCMWTC FIRE & EMERGENCY SERVICES
 Address HC 83
BRIDGEPORT, CA 93517
 Telephone (760) 932-1632 Federal ID No. or Social Security No. _____

hereinafter called MCMWTC F&ES

and

Name County of Mono
 Address _____
 Telephone _____ Federal ID No. or Social Security No. _____

hereinafter called County

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF NAVY, UNITED STATES MARINE CORPS,
MOUNTAIN WARFARE TRAINING CENTER,
MOUNTAIN WARFARE FIRE & EMERGENCY SERVICES
and the
COUNTY OF MONO ON BEHALF OF ITS
PARAMEDIC PROGRAM
and the
INLAND COUNTIES EMERGENCY MEDICAL AGENCY
MUTUAL AID PLAN
FOR EMERGENCY MEDICAL SERVICES**

This AGREEMENT is hereby entered into by and between the County of Mono, a political subdivision of the State of California ("County"), the Department of Navy, United States Marine Corps, Mountain Warfare Training Center, (MCMWTC), Fire and Emergency Services (F&ES) ("MCMWTC F&ES") and the Local Emergency Medical Service Agency, herein referred to as Inland Counties Emergency Medical Agency (ICEMA). County, MCMWTC F&ES, and ICEMA are hereinafter referred to as the "Parties".

1. SCOPE

- A. It is the intent of the Parties to establish an emergency medical services (EMS) mutual aid plan that will be effective when the demands within a Party's jurisdiction will exceed or likely exceed the available resource(s) of the Party. It is necessary that the emergency medical resources and facilities of the Parties within the County of Mono be coordinated to prevent and combat the effect of emergencies that may result from a disaster within the limits of the county. It is also necessary to plan for those situations in which emergencies occur where a non-county asset may provide the most effective life saving medical treatment. This agreement is a plan for mutual assistance and does not impose an obligation to respond or liability on either party.
- B. The Parties understand and agree that pursuant to the Exclusive Operating Area Plan for Mono County adopted by the Local EMS Agency and approved by the EMS Authority of the State of California (the "EOA Plan"), Mono County is the designated exclusive provider of ALS and BLS ambulance transport services within the operating area(s) described in this MOU. Nothing herein shall be construed as inconsistent with County's status as an exclusive provider of EMS within Mono County as set forth in the EOA Plan.

2. MUTUAL AID OPERATIONAL PLAN

A. Purpose:

The purpose of this mutual aid operational plan ("Mutual Aid Plan") is to provide for the emergency care and transportation of the sick and injured. This Mutual Aid Plan is developed to establish procedures for the dispatching of units, response of units, chain of command, treatment and transportation of victims, and releasing of units.

B. Dispatch Procedures:

Upon notification of a medical emergency potentially involving a request for enactment of this Mutual Aid Plan, normal Mono County dispatch procedures shall be implemented and followed, including dispatch of the County paramedic unit and, when so indicated, of the area first responder unit. If the assigned County paramedic unit is not immediately available and/or the County requests mutual aid from MCMWTC F&ES pursuant to this Mutual Aid Plan, the following procedure is to be followed:

- 1) Dispatch the first responder unit.
- 2) Request medical unit from MCMWTC F&ES.
- 3) If the MCMWTC F&ES ambulance is unavailable for assistance, dispatch next closest medical unit.

C. Communications:

1. Request for the enactment of the Mutual Aid Plan shall be through the Mono County Sheriff's Office Dispatch (Mono 1) center. Personnel authorized to request response per this plan are:
 - a. Officer in Charge, MCMWTC F&ES.
 - b. Mono County Paramedic Services.
 - c. Mono County Sheriff's.
 - d. California Highway Patrol.
2. In order to provide for the best possible communications among all potential responding parties, the Mono County Fire Dispatch Channel shall be known as the primary incident communications channel. Mono 1 will dispatch MCMWTC F&ES ambulance (5271/5272) on the County Fire Frequency 153.860 on Sweetwater Repeater (page tone TBA). The Mono County dispatch channel will be used as a secondary incident channel if the primary channel is deemed busy by the dispatching agency. MCMWTC F&ES will notify Mono 1 anytime their ambulance is unavailable for service, i.e. Unit on another call or out of service for mechanical or staffing problems.
3. To allow for coordination of patient care on a countywide basis, standard medical communication shall be directed to the county paramedic base station (Mammoth Hospital). In most circumstances, communications to Mammoth Hospital concerning patient status, care and transportation shall be performed by the county paramedic unit(s) on scene or responding to the scene, utilizing frequency 154.025 known as the EMS channel. In situations where MCMWTC F&ES is requested to transport a patient(s) under mutual aid, it may be necessary for MCMWTC F&ES to make base station contact with Mammoth Hospital for transportation coordination and patient status updates. This would also be done on the EMS channel.

As identified acting first responders, MCMWTC F&ES may sometimes be first on scene and initial communications to the incoming medic unit(s) for patient status and numbers shall be communicated on the County Fire channel, frequency 153.860.

D. Mutual Aid to be Provided:

1. MCMWTC F&ES, provided it does not jeopardize its mission, endeavors to honor requests from Mono County for emergency medical assistance in those cases where MCMWTC Fire & Emergency Services may be able to provide the most effective life-saving medical treatment available. Upon request from the Mono County dispatching agency, and after approval from the Officer in Charge, MCMWTC F&ES will, if available and if feasible, provide a fully equipped Basic Life Support Unit (transporting unit) or a fully equipped Advanced Life Support Unit (transporting unit), with a minimum of two certified emergency medical technicians/emergency vehicle operators.
2. It is understood that MCMWTC F&ES is and has remained typically the closest available emergency life support provider in the following areas:

Highway 395 from "Chris Flats" Campground to "Devil's Gate" and Highway 108 to the Sonora Pass (County line) from Highway 395.

3. It is in this area that MCMWTC F&ES will be most likely able to respond to requests for emergency medical assistance. Response to areas outside the geographic boundaries identified above, though possible, will have a lower priority of response for the MCMWTC F&ES.

4. Response of Units:

- a. Upon arrival at the incident, the first responder unit shall determine if an ambulance is required. If the incident is to require the transportation of more than two (2) patients to a medical facility, the first responder unit shall request additional medical transport unit(s) to the scene through Mono 1 (Sheriff's Office Dispatch Center). Except where clearly within BLS protocol, patients requesting an ROL (Release of Liability) or AMA (Against Medical Advice) should be seen and signed out by the County Paramedics. All cancellations of responding units are to be through the Mono County Sheriff's Dispatch Center.
- b. To allow for response control and documentation, all responding units are to contact Mono 1 at the following times:
 - 1) When the unit is en-route to the incident.
 - 2) When the unit is at the scene.
 - 3) When the unit is transporting to a medical facility to designate that facility.
 - 4) When the unit is at the medical facility.
 - 5) When the unit is available.

5. Chain of Command:

The Incident Commander shall be the first responder on-scene, except for highway and road incidents in which the Incident Commander shall be passed on to the law enforcement agency with legal jurisdiction after their arrival. Patient treatment shall be handled by the highest medical authority on scene per ICEMA Guidelines.

6. Treatment and Transportation of Patients:

All treatment and transportation of patients shall be coordinated through Mammoth Hospital. During periods of radio communication failure with Mammoth Hospital, patients shall be transported to the closest appropriate medical facility. In lieu of direct communication with that appropriate facility, Mono 1 Dispatch shall be utilized to notify the receiving facility of the patient transport. Patients encountered by MCMWTC F&ES that require transport under this mutual aid request will usually be transported to the nearest medical facility. Exceptions to this policy shall be considered when:

- a. The nearest medical facility scope of care is incapable of providing required care and delay would endanger the patient's well being.
- b. In mass casualty situations, the nearest medical facility has reached patient saturation.
- c. If MCMWTC F&ES is on scene prior to the arrival of a county ALS unit, and MCMWTC F&ES determines that a "scoop and haul" situation exists (or that the arrival of the ALS unit will be significantly delayed) they will begin transport until they approach the Paramedic Unit, if an ALS unit is not available or the ETA is longer than the transport time to the hospital, then continued transport is necessary. The patient would then be transferred to the higher level of care unless directed by the County Paramedic Unit.

7. Releasing of Units:

At the conclusion of the incident, units shall notify the Mono County Dispatch Center that they are available and returning to their agency.

8. Reimbursement:

Neither Party to the agreement shall be obligated to pay the other Party for any aid furnished. This does not prohibit the involved Party from billing the victims or patients directly for costs incurred due to the incident. This agreement does not create an authorization for the reciprocal provision of medical supplies and services. Medical equipment or devices that are used in the course of stabilizing or furnishing emergency treatment will be returned to the respective owner in good condition or replaced in kind. The provision of emergency aid response by the MCMWTC FE&S does not obligate Mono County to reimburse the MCMWTC FE&S for the value of the response services provided. Individuals however, who are provided such services will be billed by the U.S. Navy, Marine Corps Fire Service in accordance with the Department of Defense and Department of the Navy policies and procedures. In the event that an active duty personnel are transported by civilian ambulance service as a part of emergency care, charges or such services will be reimbursed by the U.S. Navy under the same conditions of reimbursement as would be applied for emergency medical services for other citizens.

9. Area Boundaries:

The parties agree that this Agreement does not alter the existing boundaries of the EOAs assigned and permitted to County in the areas stated in Section 2.D. Neither MCMWTC F&ES and County will use this Agreement or related procedures or systems as evidence that a change has been made in any EOA or under any operating agreement.

10. Concurrence:

It is agreed that all Parties to this Mutual Aid Plan concur with the level of support and resources commitments that are documented herein.

11. Quality Improvement:

Subject to HIPAA and other applicable patient confidentiality laws, MCMWTC F&ES and County agree to share clinical and operational information pertaining to the emergency responses occurring as a result of this Agreement in an effort to continually improve the quality of service provided by each. This information shall be available to ICEMA upon request, where authorized by applicable patient confidentiality laws.

12. Complaints:

MCMWTC F&ES, County and ICEMA each shall provide the other with copies of patient care complaints received for services performed under this Agreement.

13. Governing Law and Venue:

This MOU has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. The parties further acknowledge and agree that the venue for any action or claim brought by any party arising out of this MOU will be the be the Federal District Court for the Western District of California . Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a

change of venue. If any third party brings an action or claim concerning this Lease, the parties hereto agree to use their best efforts to obtain a change of venue to be the Federal District Court for the Western District of California.

4. MISCELLANEOUS PROVISIONS

A. Term:

This Mutual Aid Plan shall become effective five (5) days after the signature of representatives of the Parties involved and will remain in effect for two (2) years and may be renewed without change, except for the dates, on a biennial basis, by the mutual written agreement of the parties. This agreement cannot be changed without written authorizations from all party representatives.

B. Termination or Modification:

This agreement may be modified by mutual consent or terminated unilaterally without cause upon thirty (30) days written notice of one of the subscribing officials or their successor. A biennial review of the provisions will be conducted by representatives of all parties involved.

C. Hold Harmless:

1. Mono County agrees to hold harmless ICEMA and the MCMWTC F&ES, including, the United States Marine Corps, and the Department of the Navy, the Department of Defense, the United States and its officers and employees, against any claim, judgment, liability, cost (including reasonable attorneys fees), and/or damages arising out of or under this Memorandum of Understanding and alleged to have been caused by the negligence or wrongful act or omission of ICEMA or MCMWTC F&ES personnel, respectively. Mono County agrees to immediately notify ICEMA and/or the Department of the Navy, United States Marine Corps and specifically the MCMWTC F&ES, at the addresses listed in paragraph 4.D below, of any suits involving the alleged negligence or wrongful act or omission of any ICEMA or MCMWTC F&ES personnel arising from this Memorandum of Understanding. Mono County further agrees to cooperate fully with the United States Navy, United States Marine Corps and the Department of Justice and/or ICEMA in the resolution of any claims or lawsuits involving MCMWTC F&ES and/or ICEMA personnel, as applicable, which may arise out of or under this Memorandum of Understanding.
2. The MCMWTC F&ES, the United States Marine Corps, and the Department of the Navy, the Department of Defense, the United States and its officers and employees agree to hold harmless ICEMA and the County of Mono, its officers, employees, agents and assigns, against any claim, judgment, liability, cost (including reasonable attorneys fees) or damages arising out of or under this Memorandum of Understanding and alleged to have been caused by the negligence or wrongful act or omission of ICEMA or Mono County personnel, respectively. The MCMWTC F&ES agrees to immediately notify ICEMA and Mono County, at the addresses listed in paragraph 4.D below, of any suits involving the alleged negligence or wrongful act or omission of any ICEMA or Mono County personnel arising from this Memorandum of Understanding. The MCMWTC F&ES, the United States Marine Corps, and the Department of the Navy, the Department of Defense, and the United States further agree to cooperate fully with ICEMA and/or the County, as applicable, in the resolution of any claims or lawsuits involving ICEMA or County personnel which may arise out of or under this agreement.
3. ICEMA and its officers and employees agree to hold harmless the MCMWTC F&ES, the United States Marine Corps, and the Department of the Navy, the Department of Defense, the United States and the County of Mono, its officers, employees, agents and assigns, against any claim, judgment, liability, cost (including reasonable attorneys fees) or damages arising out of or under this Memorandum of

Understanding and alleged to have been caused by the negligence or wrongful act or omission of MCMWTC F&ES or Mono County personnel, respectively. ICEMA agrees to immediately notify the MCMWTC F&ES and Mono County, at the addresses listed in paragraph 4.D below, of any suits involving the alleged negligence or wrongful act or omission of any Mono County or MCMWTC F&ES personnel arising from this agreement. ICEMA further agrees to cooperate fully with the County and/or the United States Navy, United States Marine Corps and the Department of Justice in the resolution of any claims or lawsuits involving County or MCMWTC F&ES personnel which may arise out of or under this agreement.

D. Notice:

Whenever notice is required or desired to be given pursuant to this agreement, such notice shall be in writing, delivered to the person(s) and at the address(es) set forth below. Notice shall be sent by first class mail, postage prepaid. If notice is sent by e-mail or fax, it shall be followed by mailed notice. Notice shall be effective five (5) calendar days from the date of mailing (postmark date). Either Party may designate a different individual or address for the receipt of notice by providing notice to the other Party of such change(s).

Mono County
Mark Mikulicich
Paramedic Chief
P O Box 2415
Mammoth Lakes, CA 93546
Phone: (760) 924-1696
Fax: (760) 924-1697
E-Mail: mmikulicich@mono.ca.gov

MCMWTC Fire & Emergency Services
Kevin Sullivan
Fire Chief – MCMWTC Fire Department
Mountain Warfare Training Center US Marine Corps
HC 83
Bridgeport, CA 93517
Phone: (760) 932-1632
Fax: (760) 932-1636
E-Mail: kevin.m.sullivan@usmc.mil

Virginia Hastings
Executive Director
ICEMA
515 North Arrowhead Avenue
San Bernardino, CA 92415-0060
Phone: (909) 388-5823
Fax: (909) 388-5825
E-Mail: vhastings@cao.sbcounty.gov

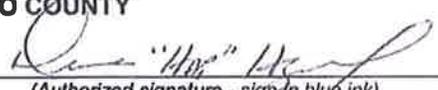
5. EXECUTION

IN WITNESS THEREOF, The Parties hereto have caused this MOU to be signed by their respective officials hereto as duly authorized by the governing bodies.

MCMWTC F&ES

By: 
(Authorized signature - sign in blue ink)
Name: KEVIN M. SULLIVAN
(Print or type name of person signing MOU)
Title: Fire Chief
Dated: APPROVED JUL 12 2011

MONO COUNTY

By: 
(Authorized signature - sign in blue ink)
Name: Duane "Hap" Hazard, Chair
Title: Mono County Board of Supervisors
Dated: 7/12/2011

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

▶ Josie Gonzales, Chair, Board of Directors
Dated: SEP 13 2011

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.



Laura H. Welch, Secretary

By _____

By ▶ _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing MOU)

Title _____
(Print or Type)

Dated: _____

Address _____

Approved as to Legal Form
▶ Alan L. Green
Counsel **ALAN L. GREEN**
Date 8/30/11

Reviewed by Contract Compliance
▶ _____
Date _____

Presented to Board for Signature
▶ Viggo Heston
Date Sept 13, 2011