

COUNTY OF SACRAMENTO

MOU NO. 7207600-21-095MC

CONTRACT ANALYST: Michael Lorda 916-875-1200

DHS MOU AGREEMENT SUMMARY

CONTRACTOR'S NAME: Cosumnes Community Services District Fire Department

Subject of Agreement: To provide Advanced Life Support (ALS) services to residents in Sacramento County.

Contract Term: March 2, 2021 through Continous

Maximum Payment to Contractor through this Agreement: \$0.00

County Counsel Approval: [Signature] Or Date 3.18.21

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: Section 1797.178 of the Health and Safety Code and Title 22, Division 9, Section 100168(b)(4) of the CA Code of Regulations (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted

Tax Waiver Denied

Standard Agreement

Non Standard Agreement

Five or more employees letter on file

Risk Management has approved waiver to insurance requirements

Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J

2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.

2.61.014 (c): Contract for services not previously provided by or to the department

2.61.014 (d): Contract does not utilize the standard format developed by County Counsel

2.61.014 (e): Contract with another governmental entity

2.61.014 (f): Contract involving an acquisition or grant of an interest in real property

2.61.014 (g): Contract requiring waiver of withholding

2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7207600 G/L Account: 20259100 Order #: A76000 FY: Continuous

CONTRACTOR'S Social Security Number or Federal Tax Identification Number: 68-0423149

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, effective on March 2, 2021, is made by and between the SACRAMENTO COUNTY EMERGENCY MEDICAL SERVICES AGENCY ("SCEMSA") and the following five public agencies: SACRAMENTO METROPOLITAN FIRE PROTECTION DISTRICT, COSUMNES COMMUNITY SERVICES DISTRICT, CITY OF FOLSOM, CITY OF SACRAMENTO and WILTON FIRE PROTECTION DISTRICT ("FIRE AGENCIES").

Recitals

WHEREAS, the matters subject to this Memorandum of Understanding are governed by the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act ("EMS Act"), California Health and Safety Code section 1797, *et seq.*; and

WHEREAS, FIRE AGENCIES are Advanced Life Support (ALS) providers; and,

WHEREAS, ALS providers are responsible for transporting prehospital patients from the scene of an emergency to acute care hospitals, or to alternate destinations when approved, within an organized EMS system in accordance with California Health and Safety Code Division 2.5, Sections 1797 *et seq.*, California Code of Regulations, Title 22, Division 9, and emergency medical services (EMS) policies and procedures established by SCEMSA; and,

WHEREAS, Health and Safety Code section 1797.254 requires local EMS agencies to annually submit an emergency medical services plan for the EMS areas to the State Emergency Medical Services Authority ("Authority"); and

WHEREAS, as stated by the California Supreme Court, "one of the primary legislative objectives of the EMS Act is to enable local EMS agencies, in conjunction with the Authority, to plan, coordinate and implement a comprehensive EMS system." (*Valley Medical Transport, Inc. v. Apple Valley Fire Protection District* (1998) 17 Cal.4th 747, 757.) "In order to successfully plan and implement an EMS system, the local agency must be able to either control or predict, to some degree, the way in which emergency medical services will be provided within its jurisdictions." (*Id.*); and

WHEREAS, the citizens of Sacramento County have benefited from the planning, coordination and implementation of a comprehensive EMS system, including the FIRE AGENCIES as authorized parts of that system, since at least August 1990; and

WHEREAS, Health and Safety Code section 1797.178 provides, in pertinent part, that no person or organization shall provide advanced life support or limited advanced life support unless that person or organization is an authorized part of the emergency medical services system of the local EMS agency ("LEMSA"); and

WHEREAS, California Code of Regulations, Title 22, Section 100168 requires, in pertinent part, that an approved paramedic service provider shall have a written agreement with the LEMSA to participate in the EMS system and to comply with all applicable State regulations and local policies and procedures, including participation in the LEMSA's Emergency Medical Services System Quality Improvement Program ("EMSQIP"); and,

WHEREAS, the mutual understandings and agreements documented herein acknowledge and confirm the FIRE AGENCIES' and SCEMSA's respective legal duties to follow the law; and

WHEREAS, the mutual understandings and agreements documented herein are consistent with the provisions and covenants set forth in the parties' 2000 Settlement Agreement; and

WHEREAS, this Memorandum of Understanding is intended to comply with the requirements of Health and Safety Code section 1797.178 and California Code of Regulations, Title 22, section 100168(b)(4); and

NOW, THEREFORE, SCEMSA and the FIRE AGENCIES hereby agree as follows:

1. The Recitals above are true and correct and are hereby incorporated into this Memorandum of Understanding.

2. FIRE AGENCIES, and each of them, agree to comply and represent that they have complied and will continue to comply with all applicable statutes, lawful state regulations, and local policies and procedures relating to emergency medical services as set forth in the EMS Act, and all lawful state regulations and local policies and procedures promulgated pursuant to the EMS Act, including but not limited to participation in SCEMSA's EMSQIP as specified in California Code of Regulations, Title 22, section 100168(b)(4).

3. FIRE AGENCIES, and each of them, agree that EMS medical control is under the authority of SCEMSA's medical director or medical direction as to emergency medical services, pursuant to the EMS Act.

4. The Parties agree that the "medical control" set forth herein is in conformance with the limitations found in Health and Safety Code section 1798.8.

5. The Parties agree that the Fire Agencies, for the purpose of and in conformance with Medical Control, will continue to respond to ALS calls with emergency response personnel able to do so.

6. Both Parties shall:

- A. Work together to solve problems and issues at the lowest possible level. Any Party may request a meeting to resolve issues. If this process has not been satisfactory, the issue may be raised to the EMS Administrator, or the DHS Primary Health Deputy Director at 916-876-7179.
- B. The Parties understand and agree that any breach or alleged breach of this Memorandum of Understanding shall not affect the ALS provider status of any individual FIRE AGENCY or the FIRE AGENCIES jointly. The Parties agree to work together in good faith to resolve any breach or alleged breach of this Memorandum of Understanding.

7. The Parties agree and represent their mutual intent that nothing herein shall constitute a waiver by SCEMSA or the FIRE AGENCIES of their rights and obligations under applicable law, including but not limited to California Health and Safety Code section 1797.201. Neither this Memorandum of Understanding nor anything contained herein is intended by the parties to be an "agreement" under Health and Safety Code section 1797.201.

8. The undersigned represent that, on behalf of their respective agencies, they have read, understand, and agree with the terms of this Memorandum of Understanding. The undersigned, and each of them, have consulted with legal counsel on the terms, and each is authorized to sign this Memorandum of Understanding on behalf of their agency.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

DATED: 3/26/2021

SACRAMENTO COUNTY DHS
PRIMARY HEALTH DIVISION

DocuSigned by:
By: Sandy Damiano
Sandy Damiano, PhD, Deputy Director
Department of Health Services
Primary Health Division

DATED: 3/4/2021

COSUMNES COMMUNITY SERVICES
DISTRICT

By: Joshua Green
Joshua Green, General Manager

APPROVED AS TO FORM:

DATED: 3-18-21

SACRAMENTO COUNTY COUNSEL

By: Rick J. Heyer
Rick J. Heyer, Supervising Deputy County
Counsel

DATED: 3/4/2021

COSUMNES COMMUNITY SERVICES
DISTRICT

By: Sigrid Asmundson
Sigrid Asmundson, District Counsel

Certificate Of Completion

Envelope Id: A32B5696774244C0965F42F1779C1E18	Status: Completed
Subject: Please DocuSign: (C) Cosumnes Community Services District Fire Department 7207600-21-095MC	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 6	Initials: 7
AutoNav: Enabled	Envelope Originator: Janet Toro
Envelopeld Stamping: Enabled	ToroJ@SacCounty.net
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	IP Address: 208.79.246.66


Record Tracking

Status: Original 3/18/2021 1:53:38 PM	Holder: Janet Toro ToroJ@SacCounty.net	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Sacramento County	Location: DocuSign

Signer Events

Michael Lorda
 LordaMi@saccounty.net
 Sacramento County
 Security Level: Email, Account Authentication (None)

Signature


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Timestamp

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 Signed: 3/18/2021 2:23:47 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign


Stephanie Mello
 MelloS@saccounty.net
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 208.79.244.66

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Electronic Record and Signature Disclosure: Accepted: 3/18/2021 2:24:33 PM ID: 835a33e4-9916-4aff-8a03-108bdc4fc8c5


David Magnino
 MagninoD@saccounty.net
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 208.79.244.66

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 Signed: 3/19/2021 7:24:58 AM




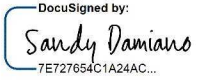
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John Dizon
 DizonJ@saccounty.net
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
 Using IP Address: 208.79.246.66

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 Resent: 3/25/2021 9:20:51 AM
 Viewed: 3/25/2021 9:47:33 AM
 Signed: 3/25/2021 9:47:38 AM

Electronic Record and Signature Disclosure: Accepted: 3/25/2021 9:47:33 AM ID: 52c1486b-8eff-4012-a98e-db114b9d6fd1

Signer Events	Signature	Timestamp
<p>Sara Sawyer SawyerSar@saccounty.net Contract Analyst Sacramento County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 208.79.246.66</p>	<p>Sent: 3/25/2021 9:47:41 AM Viewed: 3/26/2021 7:48:33 AM Signed: 3/26/2021 7:59:23 AM</p>
<p>Maryann Luke LukeM@saccounty.net Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/26/2021 9:42:16 AM ID: 1e37d3ae-56e7-4766-99cc-793ca91eafab</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 174.222.137.225 Signed using mobile</p>	<p>Sent: 3/26/2021 7:59:25 AM Viewed: 3/26/2021 9:42:16 AM Signed: 3/26/2021 9:42:42 AM</p>
<p>James W. Hunt huntj@saccounty.net Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/26/2021 9:46:26 AM ID: b10fc634-cbca-49c9-951e-92d183e14320</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 208.79.246.66</p>	<p>Sent: 3/26/2021 9:42:44 AM Viewed: 3/26/2021 9:46:26 AM Signed: 3/26/2021 9:46:43 AM</p>
<p>Sandy Damiano DamianoSa@saccounty.net Deputy Director Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/26/2021 10:25:09 AM ID: 1ed815b9-285f-44a8-ba3c-126b5e5d512f</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 75.58.121.90</p>	<p>Sent: 3/26/2021 9:46:45 AM Viewed: 3/26/2021 10:25:09 AM Signed: 3/26/2021 11:03:42 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/18/2021 2:22:17 PM
Certified Delivered	Security Checked	3/26/2021 10:25:09 AM
Signing Complete	Security Checked	3/26/2021 11:03:42 AM
Completed	Security Checked	3/26/2021 11:03:42 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sacramento County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dtech-webteam@saccounty.net

To advise Sacramento County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dtech-webteam@saccounty.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dtech-webteam@saccounty.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to dtech-webteam@saccounty.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sacramento County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sacramento County during the course of my relationship with you.