

COUNTY OF SACRAMENTO

MOU NO. 7207600-21-097MC

CONTRACT ANALYST: Michael Lorda 916-875-1200

DHS MOU AGREEMENT SUMMARY

CONTRACTOR's NAME: City of Folsom

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

Contract Term: March 2, 2021 through Continuous

Maximum Payment to Contractor through this Agreement: \$0.00

County Counsel Approval: [Signature] Or Date 4.14.21

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: 94-6000334

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: 4/21/2021

SACRAMENTO COUNTY DHS
EMERGENCY MEDICAL SERVICES AGENCY

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

DATED: 3/29/21

CITY OF FOLSOM

By: [Signature]
Elaine Andersen, City Manager

APPROVED AS TO FORM:

DATED: 4/8/21

SACRAMENTO COUNTY COUNSEL

By: [Signature]
Rick J. Heyer, Supervising Deputy County
Counsel

DATED: 3/29/2021

FOLSOM CITY ATTORNEY

By: [Signature]
Steven Wang, City Attorney

Folsom File No. 174-21 21-024



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