

**El Dorado County CSA 3
Memorandum of Understanding Regarding Mutual Aid Services**

Scope of Services

The primary focus of this Mutual Aid MOU is to identify the intentions of the parties (REMSA and El Dorado County) with respect to providing interim mutual aid in the event of an emergency take-over by El Dorado County of ambulance services, until the parties are able to enter a definitive Standby Agreement, to preserve core emergency ambulance transport services for the residents and visitors in El Dorado County Service Area No. 3 (CSA 3) during such interim period.

The intent of this Mutual Aid MOU is that REMSA will provide emergency ambulance transport services for a period of up to thirty (30) days on a mutual aid basis in the event of an emergency take-over by El Dorado County of ambulance transport services in CSA 3 with 48-hour advance notice, subject to REMSA securing additional required licenses and regulatory approvals, if any.

To insure seamless transition of services following an emergency take-over and during an initial operating period of up to 30 days, REMSA:

- Will provide emergency ambulance transport services in CSA 3 utilizing existing REMSA staff, vehicles, equipment and supplies;
- Will provide emergency ambulance transport services in CSA 3 utilizing existing REMSA protocols, policies and procedures;
- Will collaborate with the current EMS administrator and existing PSAP/dispatch staff to provide 9-1-1 secondary PSAP emergency medical dispatch services; this may include utilizing existing REMSA dispatch staff, facilities and radio equipment, existing staff and infrastructure, or a combination of both, as allowed by local, state and federal laws and that is technologically compatible with existing systems;
- Will staff paramedic ambulances in CSA 3 at the same daily unit hour levels as the current contracted provider;

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- Will utilize current unit hour levels in a best faith effort to measure and meet core response time standards for Priority 1 and Priority 2 presumptively classified calls in CSA 3;
- Will work with local hospital partners to meet non-emergency and critical care transport inter-facility transfer needs;
- Will work in good faith with the County of El Dorado to finalize a definitive Standby Agreement (associated with the current Contract #164-S1211 (#017-111-P-E2011), dated October 27, 2011, as amended by Agreement for Services #017-111-P-E21011 Amendment I, dated May 1, 2012, and as amended by Contract for Services #017-111-P-E2011) (the "EMS Agreement") within 30 days of the effective date of the emergency take-over.

County agrees to pay REMSA for any EMS services provided in the manner and in the amount set forth in the EMS Agreement, prorated as necessary.

Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this MOU.

REMSA represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

The contract administrator for the County is Richard Todd, EMS Agency Administrator, or successor. All notices shall be sent to the following: El Dorado County Emergency Medical Services Agency, 2900 Fair Lane Court, Placerville, CA 95667, ATTN: Richard Todd, EMS Agency Administrator.

Either party may terminate this agreement at any time without cause upon 7 days written notice to the other party.

REMSA is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. REMSA exclusively assumes responsibility for acts of its officers, employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

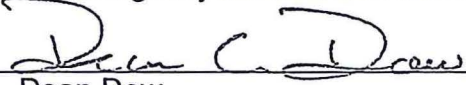
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REMSA shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to REMSA or its employees. At no time shall REMSA be obligated to provide an ambulance response if such response violates REMSA's franchise agreement or negatively impacts REMSA's ability to meet its coverage requirements under the REMSA franchise agreement. If such a situation arises, REMSA will immediately notify COUNTY and other providers of mutual aid and REMSA shall work in good faith with COUNTY and other mutual aid providers to mitigate any impacts to service in CSA3.

[Signature page follows]

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Regional Emergency Medical Services Authority, a Nevada Non-profit Corporation

By:  Dated: 6-27-16
Dean Dow
President/CEO
Regional Emergency Medical Services Authority

County of El Dorado

Approved and Accepted:

By:  Dated: 6/28/16
Chair, Board of Supervisors
County of El Dorado