

Contract # _____

**California Mutual Aid Region II
Intra-Region Cooperative Agreement
For Emergency Medical and Health Disaster Assistance**

This Agreement is made and entered into by and among the signatory Counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region II.

WHEREAS, there exists a great potential for a medical/health disaster or catastrophic event capable of producing mass casualties that overwhelm local ability to contain and control; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating County consistent with the State of California Emergency Plan, Emergency Support Function 8 Annex (ESF 8), California Public Health and Medical Emergency Operations Manual (EOM), and the Standardized Emergency Management System (SEMS) by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and public health responsibilities; and

WHEREAS, the OES Region II Regional Disaster Medical Health Coordinator (RDMHC), selected in accordance with the California Health and Safety Code, Division 2.5, Section 1797.152 (a), is responsible for regional coordination of medical and public health assistance within OES Region II when so requested by an affected County of Region II; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of emergency medical and public health services where appropriate; and

WHEREAS, this Agreement is made and entered into by and between the Counties for those agencies within their respective jurisdictions, both public and private, capable of providing emergency medical and public health services; and

WHEREAS, each County has emergency medical and public health personnel, equipment and supplies which can be made available, in the spirit of cooperation and mutual aid, under this Agreement; and

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and public health services including, but not limited to, personnel, equipment, and supplies utilized in assisting any County participating in this Agreement.

NOW THEREFORE, it is agreed as follows:

1. The Medical Health Operational Area Coordinators (MHOAC), the Health Officers, EMS Administrators or authorized designee from an affected County within OES Region II may request emergency medical and public health services

through the OES Region II Disaster Medical/Health Coordination System in accordance with the California Public Health and Medical Emergency Operations Manual (EOM) and the Standardized Emergency Management System (SEMS).

2. In responding to the request of an affected County (“Requesting County”) or to OES Region II as a whole, each assisting County (“Assisting County”) shall provide emergency medical and public health assistance to the extent it is reasonably available and to meet the requested needs.
3. A Requesting County shall be financially responsible for the costs of emergency medical and public health personnel, equipment, and supplies received pursuant to that Requesting County’s request for such assistance. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Assisting County.
4. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region II, shall be coordinated by the Region II RDMHC program, the Requesting County and the Assisting County.
5. Operational policies and procedures, and contact lists shall be developed by the Health Officers, EMS Administrators and MHOACs of each County. Such details shall be provided to the signatories of this Agreement.
6. The Requesting County is the controlling authority for use of emergency medical and public health services within its jurisdiction. In those instances where the Assisting County’s operational area personnel arrive on scene before the Requesting County, the Assisting County’s personnel will take only such action as determined reasonably necessary to address the emergency situation.
7. Within one hundred eighty days (180) following its provision of services and supplies for a disaster or catastrophic event, an Assisting County shall present its billing and a precise accounting of its actual costs for the incident to the Requesting County. The Requesting County shall pay this billing within one hundred eighty (180) days of its receipt unless otherwise agreed to in writing by the Assisting and Requesting Counties.
8. Any party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other parties.
9. A Requesting County agrees to indemnify, defend at its own expense, and hold harmless the Assisting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys’ fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Requesting County or its authorized agents, officers, volunteers and employees in the course of responding to the emergency situation

giving rise to the Requesting County's request for assistance, including any costs or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. An Assisting County agrees to indemnify, defend at its own expense, and hold harmless the Requesting County and its authorized agents, officers, volunteers and employees from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from any negligent acts or omissions or willful misconduct of Assisting County or its authorized agents, officers, volunteers and employees in the course of rendering services pursuant to the Requesting County's request for assistance (excluding acts or omissions that are a direct result of a Requesting County's direction), including any costs or expenses incurred by the Assisting County or Requesting County on account of any claim thereof. In the event of concurrent negligence, each party shall be responsible for its own defense and defense costs, and the liability for any and all claims for injuries or damages to persons or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

10. The Agreement expresses all understandings of the parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the parties.
11. This Agreement shall in no way affect or have any bearing on any preexisting resource assistance or mutual aid contracts between any of the Counties for fire and rescue services, EMS, or medical/public health services. To the extent an inconsistency exists between such contract and this Agreement, the former shall control and prevail.
12. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and public health services within any part of its jurisdiction. An Assisting County's response to a request for assistance will be dependent upon the existing emergency conditions within its jurisdiction and the status of its resources.
13. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
14. Notices hereunder shall be sent by first class mail, return receipt requested, to each Medical Health Operational Area Coordinator (MHOAC).
15. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the appropriate authority of each County has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

(ONE OF THESE FOR EACH COUNTY IN THE REGION)

(County)

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Date: _____

By: _____
Agency Director or
Approved Designee
Emergency Medical Services
(County)
(Agency)

Date: _____

By: _____
Health Officer or Approved
Designee
(County/Jurisdiction)
(Agency)

Date: _____

By: _____
Chair
(County)
Board of Supervisors or
Approved Designee

One for each Region II Op Area and/or Local Public Health Jurisdiction:

Alameda

City of Berkeley

Contra Costa

Del Norte

Humboldt

Lake

Marin

Mendocino

Monterey

Napa

San Benito

San Francisco

San Mateo

Santa Clara

Santa Cruz

Solano

Sonoma