



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C15**

For the meeting of: *Dec. 19, 2017*

Date: November 21, 2017  
To: Board of Supervisors  
From: Connie Beck, Director *MS for Connie Beck*  
Department of Health and Human Services – Public Health  
Subject: California Mutual Aid Region II Intra-Region Cooperative Agreement for  
Emergency Medical and Health Disaster Assistance

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approves the Agreement with California Governors' Office of Emergency Services (OES) Mutual Aid Region II;
- 2. Authorizes the Chair of the Board to sign three (3) originals of the Agreement; and
- 3. Direct the Clerk of the Board to return two (2) executed originals of the Agreement to the Department of Health and Human Services (DHHS) Contract Unit for transmittal to DHHS- Public Health.

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

California's disasters often have a public health and medical impact. In Humboldt County both private and public organizations contribute to a Public Health and Medical System that must be prepared to successfully respond to the public health and medical consequences of disasters.

In March 2016 DHHS-Public Health completed their Department Emergency Operations Plan. The plan

Prepared by Bill Linn, PH Emergency Coordinator CAO Approval *[Signature]*  
REVIEW: Auditor *kpd* County Counsel *JN* Human Resources *Klen* Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**  
Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*  
Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of:

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *12/19/17*  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

builds on and incorporates the use of the California Public Health and Medical Emergency Operations Manual (EOM), Humboldt County Emergency Operations Plan, and incorporates the use of California Standardized Emergency System (SEMS), the National Incident Management System (NIMS), the Incident Command System (ICS), and the role of key partners in the Public Health and Medical System during emergencies.

The State of California is divided into six mutual aid regions with Humboldt County in Region II, which includes sixteen coastal and inland counties from Del Norte County to Monterey County. In the event local public health resources are unable to meet the needs within the Operational Area (OA), assistance from the neighboring jurisdictions may be requested. This process is done through the Medical Health Operational Area Coordinator (MHOAC) working with the Regional Disaster Medical Health Coordinator/Specialist (RDHMC/S) who coordinates with California Department of Public Health (CDPH) and State of California Emergency Medical Services Authority (EMSA). The California Office of Emergency Services (Cal OES) regional office may also be notified to assist in this process. Emergency/disaster public health requests are consolidated at the OA and provided to the RDMCH/S to:

- Coordinate the acquisition and allocation of critical public and private medical and public health resources required to support emergency/disaster medical/health operations;
- Coordinate medical resources in less affected counties in the Region for acceptance of casualties.

The agreement before your Board today formalizes the process of how resources are requested/obtained which allows medical and public health personnel, equipment and supplies which can be made available, in the spirit of cooperation of mutual aid as well as outlines how requesting counties shall be financially responsible for the costs for emergency medical/health resources supplied/received.

The October 2017 fires in Sonoma and Napa counties resulted in mutual aid requests to Humboldt County in which Public Health, Mental Health and Environmental Health provided staff to meet the needs of those counties. This agreement is necessary to formalize the support and offer a process for reimbursement.

#### FINANCIAL IMPACT:

There are no fiscal impacts by becoming party to this agreement. If providing the resources, the agency requesting the assistance pays all costs pursuant to this agreement. There will be financial impacts for requesting or receiving mutual aid resources if a local emergency has been proclaimed by the county, but the state and federal governments have not declared a local state of emergency. In this case, state and federal reimbursements may not be available. Only during a declared emergency, which releases state and federal funding, will this agreement provide reimbursement of expenses for mutual aid.

This agreement supports your Board's Strategic Framework by building inter-jurisdictional and regional cooperation and protecting vulnerable populations.

#### OTHER AGENCY INVOLVEMENT:

Regional II Disaster Medical Health Coordinator/Specialist (RDHMC/S)  
California Department of Public Health (CDPH)  
California Emergency Medical Services Authority (EMSA)

#### ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve this Agreement, however this is not recommended. This agreement provides a structure to ensure how resources are requested/provided through the MHOAC program within Region II as well as a mechanism for reimbursement for resources requested/provided.

**ATTACHMENTS:**

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

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)*


Humboldt County

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

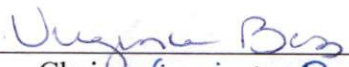
Date: 11/21/2017

By:   
Agency Director  
Emergency Medical Services  
Humboldt County DHHS  
Public Health

Date: 21 Nov 2017

By:   
Health Officer  
Humboldt County DHHS  
Public Health

Date: 12/19/17

By:   
Chair Virginia Bass  
Humboldt County  
Board of Supervisors