

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

This Agreement is made and entered into effective this 11th day of August, 2026 by and between the signatory counties of the California Governors' Office of Emergency Services (OES) Mutual Aid Region IV, that have executed this Agreement, including the Counties of Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Tuolumne and Yolo (hereinafter referred to individually as the "County" and collectively as the "Counties") and shall take effect as provided in paragraph 2 below.

RECITALS

WHEREAS, there exists a great potential for a medical and health emergency, disaster or catastrophic event capable of overwhelming local ability to respond to and recover from; and

WHEREAS, in preparation for this threat, the signatories of this document, singularly and severally, agree to assist any participating Counties by providing assistance to the extent it is reasonably available and possible without compromising each County's medical and health disaster responsibilities consistent with the Standardized Emergency Management System (SEMS); and

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

WHEREAS, each Medical Health Operational Area Coordinator (MHOAC), the Local Health Officer, and the Emergency Medical Services (EMS) Administrator, in accordance with California Health and Safety Code, Division 2.5, Section 1797.153, works in collaboration with their respective Operational Area Office of Emergency Services to follow Operational Area protocols and procedures; and

WHEREAS, each County is desirous of providing a reasonable and reciprocal exchange of services where feasible and appropriate; and

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

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

WHEREAS, each County enters into this Agreement for the prudent use and reimbursement of emergency medical and health disaster services utilized in assisting any County participating in this Agreement with emergency management related tasks and activities.

DEFINITIONS

1. **Regional Disaster Medical and Health Coordination Program:** Each OES Mutual Aid Region has a Regional Disaster Medical and Health Coordination Program. The Regional Disaster Medical and Health Coordination Program is made up of the Regional Disaster Medical and Health Coordinator (RDMHC) and the Regional Disaster Medical and Health Specialist (RDMHS).
2. **Regional Disaster Medical and Health Coordinator (RDMHC):** An appointed position in each of the six OES Mutual Aid Regions. The RDMHC coordinates disaster information and medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region.
3. **Regional Disaster Medical and Health Specialist (RDMHS):** The RDMHS directly supports regional preparedness, response, mitigation and recovery activities. The RDMHS coordinates information as well as medical and health mutual aid and assistance within the OES Mutual Aid Region or in support of another affected OES Mutual Aid Region during an emergency response.
4. **OES Mutual Aid Region:** A geographical subdivision of California, made up of multiple Operational Areas, established to assist in the application, administration and coordination of mutual aid and other emergency-related activities. California's 58 Operational Areas are divided into six Mutual Aid Regions
5. **Medical Health Operational Area Coordinator (MHOAC):** Within each Operational Area, the Health and Safety Code authorizes the County Health Officer and local Emergency Medical Services Administrator to jointly act as the MHOAC or appoint another individual to fulfill the responsibilities. The MHOAC is responsible for medical and health disaster planning and for the provision of medical and health mutual aid within the Operational Area.
6. **California Public Health and Medical Emergency Operations Manual (EOM):** The EOM was developed by a workgroup of representatives and subject matter experts from local and state medical and health agencies. The EOM provides guidance on the roles, procedures, and coordination between California's many partners in the Public Health and Medical System.
7. **Standardized Emergency Management System (SEMS):** Guidelines intended to assist those responsible for implementing emergency preparedness and response activities by explaining principles and operating concepts. SEMS describes functions at field response, local government, operational area, region, and state levels and the relationship among each.
8. **Providing County:** The government entity providing medical and health services, resources, supplies and equipment.
9. **Requesting County:** The government entity requesting medical and health services, resources, supplies and equipment.

NOW THEREFORE, it is agreed as follows:

1. This Agreement is made by and between the Counties with respect to services provided by each County's Public Health, Emergency Medical Services, Behavioral/Mental Health, Environmental Health and other departments involved in the provision of medical and health disaster response services.
2. This Agreement shall become effective upon its execution by two or more Counties and shall remain in effect through January 22, 2031. At the option of all executing Counties, this Agreement may be renewed for successive periods not to exceed five (5) years each.
3. The MHOAC, the Local Health Officer, EMS Administrator or authorized designee from an affected County within OES Region IV may request emergency medical and health disaster services through the OES Region IV 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).
4. In responding to the request of an affected County (hereinafter referred to as "Requesting County") or to OES Region IV as a whole, each Providing County (hereinafter referred to as "Providing County") shall provide emergency medical and health disaster assistance to the extent it is reasonably available and to meet the requested needs.
5. A Requesting County shall be financially responsible for the costs of emergency medical and health disaster personnel and associated costs for lodging, mileage and meals, equipment, and supplies received pursuant to that Requesting County's request for such assistance, plus up to ten percent of that amount to cover indirect costs. Accurate records and documents related to assistance requests hereunder shall be maintained by both the Requesting and Providing County.
6. Release or reassignment of assistance personnel, supplies and equipment among the Counties in OES Region IV, shall be coordinated by the Region IV RDMHC program, the Requesting County and the Providing County.
7. The Requesting County is the controlling authority for use of emergency medical and health disaster services within its jurisdiction. In those instances, where the Providing County's personnel arrive on scene before the Requesting County's personnel, the Providing County's personnel will take only such action as determined reasonably necessary to address the emergency situation.
8. Within one hundred eighty (180) days following its initial provision of services and/or supplies pursuant to this Agreement, or on such other time schedule as is agreed upon

by the Requesting and Providing Counties, a Providing County shall present its billing and a precise accounting of its actual costs plus indirect costs, for the provision of services and/or supplies to the Requesting County. If the provision of services and/or supplies pursuant this Agreement lasts longer than 180 days, the Providing County shall present subsequent billings at least once every 90 days. The Requesting County shall pay each billing within one hundred eighty (180) days of its receipt. Reimbursement for mileage should align with current IRS Mileage Rates and lodging and meals, and incidentals should align with current U.S. General Services Administration rates.

9. In the event of disagreement or dispute as to the amount of the bill, the requesting and providing MHOACs will review all documentation and settle on a mutually agreed upon solution.
10. In the event the requesting and providing MHOACs are unable to resolve the disagreement or dispute within thirty calendar days, or sooner upon joint provision of notice to their respective County Executive or Administrative Officers, the requesting and receiving County Executive/Administrative Officers will review all documentation and settle on a mutually agreed upon solution.
11. In the event the County Executive/Administrative Officers are unable to resolve the disagreement or dispute within thirty calendar days, either party may pursue any and all remedies available at law or in equity.
12. Any County that is a party to this Agreement may terminate its participation in this Agreement upon ninety (90) days advance written notice to the other participating Counties.
13. The Requesting County shall indemnify, defend at its own expense, and hold harmless the Providing County and its authorized agents, officers, volunteers and employees from any and all liability claims, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or loses arising from acts or omissions of Requesting County or its authorized agents, officers, volunteers and employees during the course of Providing County rendering services pursuant to the Requesting County's request for assistance, and for any costs or expenses incurred by the Providing County on account of any claim thereof.

The Providing County shall 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, loses, damages, or expenses, including reasonable attorneys' fees, for personal injury (including death) or damage to property or losses arising from acts or omissions of Providing 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), and for any costs or expenses incurred by the Requesting County on account of any claim thereof.

14. Each County shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement.
15. Many of the emergency medical and health disaster personnel provided under this agreement are public employees. During disaster situations, under California Government Code Section 3100, public employees are designated as Disaster Service Workers. The Providing County's Workers' Compensation covers any work-related injuries suffered by emergency medical and health disaster personnel resources when deployed. Emergency medical and health disaster personnel must immediately report any injury suffered while deployed to their assigned deployment supervisor, their MHOAC, and home agency.
16. Each County shall procure and maintain, during the entire term of this Agreement the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, its agents, representatives, employees, or subcontractors. Each County may fulfill some or all of these requirements under a plan of self-insurance:
 - A. General Liability. Comprehensive General Liability Insurance protection which covers all the work and services to be performed by the Counties under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$5,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
 - Automobile/Aircraft/Watercraft Liability Insurance. Comprehensive Automobile/Aircraft/Watercraft Liability Insurance protection for bodily injury (including death) and property damage which provides total limits of not less than \$5,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by

Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in County's Pollution Liability policy.

17. Except as expressly stated, this Agreement expresses all understandings of the Counties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Counties, their officers, agents or employees. This Agreement does not replace, but exists as a supplement to the 1997 Inter-Region Cooperative Agreement for Emergency Medical and Health Disaster Assistance. 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 signatory Counties.
18. This Agreement does not relieve any of the Counties from the necessity and obligation of using its own resources for furnishing emergency medical and health disaster services within any part of its jurisdiction.
19. A Providing County's response to a request for assistance will be dependent upon the existing emergency conditions with its jurisdiction and the status of its resources.
20. This Agreement shall not be construed as, or deemed to be an agreement for the benefit of any person or entity not a party hereto, and any person or entity who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
21. Where written notice is required under this Agreement it shall be sent by Certified Mail to each Region IV MHOAC. Each party shall provide the RDMHC Program updated contact information when changes occur. The RDMHC Program will distribute a contact list to all parties of this agreement.
22. 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 REGION IV)

(County)

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

COUNTY OF NEVADA

Date: _____

By: _____

Chairperson

Board of Supervisors

One for each Region IV County: Alpine, Amador, Calaveras, El Dorado, Nevada, Placer, Sacramento, San Joaquin, Stanislaus, Tuolumne and Yolo.