

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-6

Urgent _____ Routine X

AGENDA DATE August 14, 2001

CEO Concurs with Recommendation YES pk NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL TO CONTRACT WITH MOUNTAIN VALLEY EMERGENCY MEDICAL SERVICES AGENCY FOR FISCAL YEAR 2001-2002 TO ADMINISTER LOCAL EMERGENCY MEDICAL SERVICES.

STAFF RECOMMENDATIONS: APPROVAL TO CONTRACT WITH MOUNTAIN VALLEY EMERGENCY MEDICAL SERVICES AGENCY FOR 2001-2002 TO ADMINISTER LOCAL EMERGENCY SERVICES.

- 2. AUTHORIZE THE CHAIRMAN OF THE BOARD TO SIGN THE CONTRACT WITH MOUNTAIN VALLEY EMERGENCY MEDICAL SERVICES AGENCY.

FISCAL IMPACT: The term of this contract is for the period of July 1, 2002 through June 30, 2002. The agreed upon amount is \$188,559 per year, paid monthly at the rate of (approximately) \$15,713. This contract will be budgeted in the Health Services Agency fiscal year 2001-2002.

BOARD ACTION AS FOLLOWS: No. 2001-608
On motion of Supervisor Caruso, Seconded by Supervisor Blom
and approved by the following vote,
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None
1) X Approved as recommended
2) _____ Denied
3) _____ Approved as amended
MOTION:

By: Christine Ferraro Deputy

APPROVAL TO CONTRACT WITH MOUNTAIN VALLEY EMERGENCY MEDICAL SERVICES FOR FISCAL YEAR 2001-2002 TO ADMINISTER LOCAL EMERGENCY MEDICAL SERVICES.

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DISCUSSION: Under Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.2900, "each community may develop an emergency medical services program". Since the early 1980's, Stanislaus County has contracted with the Mountain Valley EMS Agency to administer local emergency medical services responsibilities. The Agency operates under a Joint Powers Agreement designed to develop a regional system of emergency medical services care and to collect special funding available to regional agencies. A Stanislaus County Supervisor sits as a member of the Joint Powers Board of Directors. Another member of the Board of Supervisors serves as an Alternate Director.

The two major responsibilities directed at the EMS Agency are to assure the community of a safe, dependable and responsible pre-hospital emergency medical care system; and to protect the County from exposure to liability in matters related to pre-hospital emergency medical services within the County.

Approval of this contract will support the Mountain Valley EMS Agency as it continues to operate as the Local EMS Agency for Stanislaus County.

POLICY ISSUES: Approval of this contract will continue Stanislaus County's support of the EMS Agency to provide required services to residents of the Mountain Valley EMS.

STAFFING IMPACTS: None.



Mountain-Valley

Emergency Medical Services Agency

June 14, 2001

Beverly Finley, Director
Stanislaus County Health Services Agency
P.O. Box 3271
Modesto, California 95353

RE: EMS Agency / County Agreements for Fiscal Year 2001/2002

Dear Bev:

Enclosed are two originals of the EMS Agency / County agreement for fiscal year 2001/2002.
The only revisions to the agreement from last year's contract are:

1. The dates were changed as appropriate (Number 14),
2. The dollar amount of the contract was updated based upon the 2001 Department of Finance population figures (Number 11).

Please have your Board of Supervisors sign both of the enclosed agreements and return one original to us. If you have any questions, please contact me.

Sincerely,

Steve Andriese
Executive Director

FORMAL AGREEMENT BETWEEN
MOUNTAIN-VALLEY
EMERGENCY MEDICAL SERVICES AGENCY
AND
STANISLAUS COUNTY ON
FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Stanislaus County, hereinafter referred to as County, and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Sections 1797.94, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as distinct from a county-to-county basis, and

WHEREAS, the County desires to contract with the Agency for the Agency to administer certain local emergency medical services, and

WHEREAS, the County agrees that planning and implementing an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical service for the County.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall perform the following, all in accordance with the Health and Safety Code, Division 2.5, Chapters 4 and 7, Sections:

Section

- a. 1797.202 Medical Director Appointment
- b. 1797.204 Planning, Implementing and Evaluating the EMS System
- c. 1797.206 Implementation of ALS/LALS systems. Monitoring Training Programs
- d. 1797.208 Training Program Approval

- e. 1797.210 Certification of Personnel
- f. 1797.212 Establish Certification Fees
- g. 1797.213 Training Programs, EMT I, II, EMT-P, MICN
- h. 1797.214 Additional Training/Qualifications
- i. 1797.218 Authorizing ALS/LALS Programs
- j. 1797.220 Medical Control Policies and Procedures
- k. 1797.221 Trial Studies
- l. 1797.222 Draft ordinances for transfer of trauma, burn or pediatric patients as requested
- m. 1797.224 Create exclusive operating areas
- n. 1797.250 Development and Submittal of EMS Plan
- o. 1797.252 Coordinate and Facilitate EMS System Development
- p. 1797.254 Submit annual EMS plan
- q. 1797.256 Review of EMS Grants
- r. 1797.257 & 1797.258 Submittal of Trauma Plan
- s. 1798 Medical Control
- t. 1798.2 Base Hospital Policies and Procedures
- u. 1798.3 Alternative Base Stations
- v. 1798.100 Designation of Base Hospitals or Alternative Bases
- w. 1798.101 Rural Base Hospitals and Receiving Facilities
- x. 1798.162 thru .166 Regional Trauma Systems
- y. 1798.170 Triage and Transfer Protocols

- z. 1798.172 Transfer Agreement Guidelines and Standards
 - aa. 1798.200 Certificate Review Process
 - bb. 1798.202 Authority to temporarily suspend EMT-P license
 - cc. 1798.204 Conduct proceedings for probation suspension, revocation or denial of a certificate
 - dd. 1798.205 Violations of Transfer Guidelines, Protocols or Agreements
2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.
 3. The County Health Officer delegates to the Agency the responsibility of Operational Area Disaster Medical/Health Coordinator (OADMHC). The Agency will ensure that all operational procedures associated with medical/health mutual-aid, as outlined in the California State "Emergency Medical Services Authority Disaster Medical Response Plan," and the "OES Region IV Multi-Casualty Incident Plan," are carried out. The OADMHC shall coordinate all mutual-aid disaster operations that affect the County with the County Office of Emergency Services.
 4. The County shall approve all standard operating procedures under which the OADMHC shall function. In the event of a disaster, the County maintains the authority to approve the use of any County medical/health resources, all expenditures of County funds, and all mutual-aid requests for medical resources prior to their mobilization by the OADMHC.
 5. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.
 6. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.
 7. The Agency will provide staff support for Stanislaus County Emergency Medical Care Committee to prepare minutes and complete mailings.
 8. The Agency staff shall serve as the local EMS Agency in fulfillment of the requirements of Stanislaus County Ordinance NO. C.S. 410.

9. The Agency will participate in the planning, implementation and evaluation of County's emergency medical disaster program.
10. It is recognized by the parties hereto that State EMS System guidelines are in the process of being revised. It is also recognized that the revised guidelines may increase the County requirements. It is agreed by and between the parties hereto that if that is the case, and the county wishes to contract the additional requirements with the Agency, then the parties will negotiate a reasonable fee to be paid to the Agency for these increased services.
11. The County shall contribute the discretionary portion of the funds collected from the vehicle code fines to cover the cost of services of regional staff person(s) to assist in providing the services agreed to in this document. The agreed-upon minimum amount to be provided shall be \$188,559 per year. This amount shall be paid monthly at the rate of \$15,713. Any funds over and above the minimum amount remaining in the account shall be paid at the end of the contract period.
12. The Agency shall receive all ambulance fees generated pursuant to ordinance specified in #8 of this agreement.
13. In the event that County/Agency requires or requests that Stanislaus County Counsel be utilized in the development, approval and/or implementation of; policies, procedures, contracts, actions against certification or other related EMS activities, the cost of Counsel's services shall not be charged to the Agency.
14. The term of this Agreement shall be from July 1, 2001 through June 30, 2002
15. This agreement may be canceled by either party by giving (180) days written notice to the other.
16. The agreement may be amended at any time by the mutual written consent of the parties hereto upon approval of the State EMS Authority.
17. The Agency shall provide, at its own expense and maintain at all times, the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by certified or registered mail, return receipt requested, for all of the following stated insurance policies.
 - A. Worker's Compensation - in compliance with the statutes of the State of California.

- B. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and/or for property damage. This insurance shall indicate on the certificate of insurance the coverages and indicate policy aggregate limit applying to premises and operations.
- C. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and/or for property damage. This insurance shall cover for bodily injury and property damage for owned automobiles.

If at any time any of said policies shall be unsatisfactory to the County, as to form or substance or if a company issuing such policy shall be unsatisfactory to the County, the Agency shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the Agency to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the County, may be forthwith declared suspended, or terminated. Failure of the Agency to obtain and/or maintain any required insurance shall not relieve the Agency from any liability under this Agreement, nor shall the insurance requirements construed to conflict with or otherwise limit the obligations of the Agency concerning indemnification. The County, its officials, agents and employees shall be named as an additional insured on all insurance policies required herein. The Agency's insurance policy(ies) shall include a provision that the coverage is primary as respects the County; shall include no special limitations to coverage provided to additional insured and, shall be placed with insurer(s) with acceptable Best's rating of A:V or with approval of the Risk Manager.

18. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, damages, losses, expenses, and reasonable attorney's fees for every cause, including but not limited to personal injury, death or property damage, arising directly or indirectly out of any act or omission of the Agency, its officers, agents or employees, in the performance of this agreement.

County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees, from and against any and all claims, damages, losses, expenses, and reasonable attorney's fees for every cause, including but not limited to personal injury, death or property damage, arising directly or indirectly out of any act or omission of County, its officers, agents or employees, in the performance of this agreement.

19. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
20. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

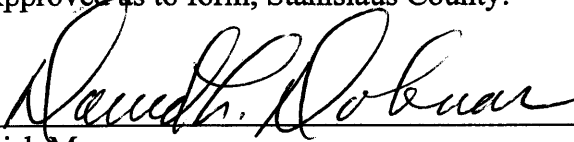
COUNTY OF STANISLAUS

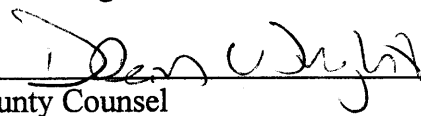
By  8/14/01
Title: Chairman, Board of Supervisors Date

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By  6/13/01
Title: Chairman, Board of Directors Date

Approved as to form, Stanislaus County:

 7/24/01
Risk Manager Date

 7/10/2001
County Counsel Date