

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

DEPT: Health Services Agency *md*

BOARD AGENDA # \*B-10

Urgent  Routine  *dht*

AGENDA DATE March 1, 2011

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Contract with Mountain Valley Emergency Medical Services Agency to Administer Local Emergency Medical Services for Fiscal Year 2011-2012

STAFF RECOMMENDATIONS:

1. Approve a contract with Mountain Valley Emergency Medical Services Agency to administer local emergency medical services for Fiscal Year 2011-2012.
2. Authorize the Managing Director of the Health Services Agency or her designee to finalize and sign the agreement.

FISCAL IMPACT:

The County's per capita contribution to the Mountain Valley Emergency Medical Services Agency for Fiscal Year 2011-2012 is estimated to be \$244,286, which is funded through court-imposed fines and fees (discretionary Maddy Funds) of \$94,000 and the Ambulance Maintenance Fees totaling \$150,286. This contract does not include any funding from the County's General Fund. The actual amounts for the Fiscal Year 2011-2012 contract year are not yet available and would be included in the Health Services Agency proposed budget for Fiscal Year 2011-2012.

BOARD ACTION AS FOLLOWS:

No. 2011-127

On motion of Supervisor O'Brien, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**DISCUSSION:**

Under the Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.200, "Each county may develop an emergency medical services program. Each county developing such a program shall designate a local EMS agency which shall be the county health department, an agency established and operated by the county, an entity with which the county contracts for the purposes of local emergency medical services administration, or a joint powers agency created for the administration of emergency medical services by agreement between counties or cities and counties pursuant to the provisions of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code".

Since the early 1980's, Stanislaus County has contracted with the Mountain Valley Emergency Medical Services (MVEMS) Agency to administer local emergency medical services responsibilities. MVEMS Agency operates under a Joint Powers Agreement (JPA) designed to develop a regional system of emergency medical services care to collect special funding available to regional agencies. The original Joint Exercise of Powers Agreement was effective on January 21, 1981. 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.

Historically, there have been three major responsibilities of the MVEMS Agency which are to establish and ensure a safe, dependable and responsible pre-hospital emergency medical care system, to serve as the Medical Health Operational Area Coordinator (MHOAC), and to protect the County from exposure to liability in matters related to the provision of pre-hospital emergency medical services within the County. The MHOAC role includes the authority to obtain and coordinate services and the allocation of resources in the event of a disaster or major incident in which mutual aid is requested. On July 1, 2007 however, with approval by the Board of Supervisors on December 19, 2006 the MHOAC role transferred to the County's Public Health Officer.

Based upon a level of dissatisfaction with the relationship with MVEMS, on December 22, 2009 the Board of Supervisors authorized the exercising of the Joint Powers Agreement termination provisions and authorized a consulting project for a needs assessment and development of a recommended alternative arrangement and implementation plan. Following that action, the consulting project was launched and a courtesy notice of intent to terminate was sent to the members of the JPA Board of Directors. The JPA Board responded by requesting a joint meeting of the JPA Board and the Stanislaus County Board of Supervisors. That joint public meeting was held on June 7, 2010 at which time information was provided by Stanislaus County and MVEMS staff, dialogue by members of both boards occurred, and public comment was heard.

The Consultant's report was finalized in September of 2010, the Executive Summary of which is attached. Based on the dialogue at the June 7, 2010 joint meeting of the boards, Stanislaus County staff provided the finalized report to the JPA Board members

and invited further conversation regarding collaborative alternatives which would address present shortcomings.

On December 15, 2010, the JPA Board announced a leadership change at the executive level of the MVEMS Administration, including the immediate appointment of an interim director. In January 2011, a recruitment effort to identify and select a permanent appointment was launched and the JPA has offered to include two Stanislaus County officials/administrators in the interview and selection process.

In recognition of the on-going dialogue and leadership change made by the JPA, an actual termination notice by Stanislaus County to the JPA has not been issued. It is the staff recommendation at this time, that Stanislaus County remain in the JPA and monitor whether necessary improvements in the relationship occur through the leadership change and improved dialogue with the JPA Board. This option is preferred over exercising the termination as alternatives are projected to add cost to the County without any new external funding. This recommendation was discussed with the Board Supervisor who serves on the MVEMS JPA Board.

There continue to be two funding sources to meet the County's per capita annual contribution for the MVEMS Agency services. They are Ambulance Maintenance Fees and the Maddy Funds (SB12-612) provided by the State of California. For the Fiscal Year 2010-2011, the Ambulance Maintenance Fees total \$150,286, with the balance of \$92,905 paid from the Maddy Funds received by the County. While the projected expense and Stanislaus County's contribution for the Fiscal 2011-2012 is not yet known, given historical trends, and assuming the regional funding provided by the State continues, it is anticipated to be similar to that experienced during the 2011-2012 Fiscal Year. As the contract document for the Fiscal Year 2011-2012 is not yet available, a copy of the Fiscal Year 2010-2011 agreement is attached for reference.

**POLICY ISSUES:**

Board approval of these recommendations support the Board's priorities of A Healthy Community by ensuring continued EMS Agency services, and Effective Partnerships and Efficient Delivery of Public Services by supporting and monitoring the improvement efforts presently being made by the Mountain Valley Emergency Services Agency JPA.

**STAFFING IMPACT:**

There is no staffing impact associated with this recommendation.

**DEPARTMENT CONTACT:**

Mary Ann Lee, Managing Director, 209-558-7163.

**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:**

<b><u>Section</u></b>	
<b>a.</b>	<b>1797.202 Medical Director Appointment</b>
<b>b.</b>	<b>1797.204 Planning, Implementing and Evaluating the EMS System</b>
<b>c.</b>	<b>1797.206 Implementation of ALS/LALS systems. Monitoring Training Programs</b>
<b>d.</b>	<b>1797.208 Training Program Approval</b>
<b>e.</b>	<b>1797.210 Certification of Personnel</b>
<b>f.</b>	<b>1797.212 Establish Certification Fees</b>

- 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 & Submittal of Trauma Plan**  
**1797.258**
- 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 Regional Trauma Systems**  
**thru .166**
- 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 Agency agrees to assist the Health Officer in his/her role as the Medical Health Operational Area Coordinator (MHOAC). In such, 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 Agency shall coordinate all assigned mutual-aid disaster operations that effect the**

**County with the MHOAC and the County Office of Emergency Services. Any additional cost incurred by the Agency associated with carrying out this function will be negotiated by the parties and a reasonable fee to be paid to the Agency for these increased services.**

- 4. The MHOAC shall approve all medical/health mutual aid standard operating procedures under which the Agency 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.**
- 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 Agency agrees to adhere to all performance standards as outlined in Appendix 1 of this agreement.**

12. For services rendered under this contract, the County shall contribute to the Agency Two Hundred Thirty-Three Thousand Four Hundred Fifty-Seven Dollars (\$233,457) for fiscal year 2010/11. Of this amount, One Hundred Fifty Thousand Two Hundred Eighty-six dollars (\$150,286) shall be collected directly from the ambulance providers via their annual fee schedule. The remaining Eighty-Three Thousand One Hundred Seventy-One Dollars (\$83,171) shall be paid monthly by the County at the rate of Six Thousand Nine Hundred Thirty Dollars and Ninety-Two cents (\$6,930.92) per month.
13. In addition to the County contribution referred to in #12 of this agreement, the Agency shall receive the balance of the ambulance fees generated pursuant to the ordinance specified in #8 of this agreement, estimated at Thirty-nine Thousand Five Hundred dollars (\$39,500).
14. 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.
15. The term of this Agreement shall be from July 1, 2010 through June 30, 2011
16. This agreement may be canceled by either party by giving (180) days written notice to the other.
17. The agreement may be amended at any time by the mutual written consent of the parties hereto upon approval of the State EMS Authority.
18. 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.**

19. **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.**

20. **Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.**
21. **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 hereunder (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 Mary Ann De  
Title: Managing Director, HSA

7/1/10  
Date

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By Louis Boitano  
Title: Louis Boitano, Chairman  
Board of Directors

6-9-10  
Date

Approved as to form, Stanislaus County:

David L. DeLeon  
Risk Manager

7/1/10  
Date

Dean Wright  
County Counsel

6-30-2010  
Date

**Appendix 1 -**

**Performance Standards for MVEMSA contract Fiscal Year 2007-2008**

1. Annual Satisfaction Survey to be conducted. Action Plan based on survey results to be submitted for consideration and approval to designated County representatives within 60 days. Update on Action Plan implementation to be submitted to designated County representatives 90 days after implementation. It is understood and agreed given MVEMS' regulatory role, that some negative comments may not warrant an activity in the Action Plan.
2. Budget with appropriate narrative explanation to be submitted to designated County representatives for comment prior to the MVEMS Board for consideration and comment. Budget submittal to include both Operating Budget and Balance Sheet.
3. Maintenance of the System Status Committee regular meetings with field representation from Fire and Ambulance. Quarterly report to EMSC.
4. Response and Transport Quarterly Reports to be submitted to EMSC containing trended data of not less than four previous quarters.
  - Exceptions Report for response time to be included with appropriate explanation, including the assessment of fines.
5. Make the Unusual Occurrence Report available to designated County representatives upon request.
6. Bi-annual trauma audit report to be completed. Confirmation of the completed report to be sent to designated County representatives (not to include the actual report, which is considered confidential for both patient privacy and to encourage open dialogue and quality improvement).
7. Annual Staffing and Training plan to be developed and submitted to the EMSC for review and approval. Administrator to report status of program and changes at quarterly EMSC and shall collaborate with the County Agriculture Commissioner, County Public Health, County Office of Emergency Services, Law Enforcement and Fire agencies, and Dispatch centers to establish a training calendar with quarterly updates.
8. Annual Report outlining activities that demonstrate compliance with the EMS Plan approved by the State EMS Authority to be presented to the EMSC.
9. Actively and collaboratively participate in the County Disaster Council, if reactivated.
10. Collaborate and coordinate with the Public Health Officer and department in the effective performance of the MHOAC role, in part evidenced by the establishment of an Agency/County accepted MHOAC responsibilities matrix.