

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

DEPT: Health Services Agency *md*

BOARD AGENDA # B-13

Urgent Routine

AGENDA DATE December 22, 2009

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 2010-2011 and to Provide Advance Notice of Termination of the Joint Powers Agreement to be Effective No Later than June 30, 2011

STAFF RECOMMENDATIONS:

1. Approve the contract with Mountain Valley Emergency Medical Services Agency to administer local Emergency Medical Services for Fiscal Year 2010-2011 and to provide advance notice of intent to terminate the Joint Powers Agreement to be Effective No Later than June 30, 2011.
2. Authorize the Managing Director of the Health Services Agency or her designee to enter the agreement with Mountain Valley Emergency Medical Services to administer local Emergency Medical Services for Fiscal Year 2010-2011.

(Continued on Page 2)

FISCAL IMPACT:

The County's annual per capita contribution to the Mountain Valley Emergency Medical Services Agency for Fiscal Year 2010-2011 is anticipated to be approximately \$235,000, which is to be funded by Ambulance Provider Fees totaling \$150,286 and the balance funded through discretionary Maddy Funds. The projected fees will be included in the Health Services Agency proposed Fiscal Year 2010-2011 budget. This contract does not include any County General Funds.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-874

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini
and approved by the following vote,

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

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.

Approval to Contract with Mountain Valley Emergency Medical Services Agency to Administer Local Emergency Medical Services for Fiscal Year 2010-2011 and to Provide Advance Notice of Termination of the Joint Powers Agreement to be Effective No Later than June 30, 2011

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STAFF RECOMMENDATIONS (Continued):

3. Authorize the Chief Executive Officer or his designee to exercise the termination notice provisions of the Joint Exercise of Powers Agreement with the Counties of Alpine, Amador, Calaveras, and Mariposa to be effective no later than June 30, 2011.
4. Authorize the Managing Director of the Health Services Agency or her designee to enter an agreement for consulting services to assist with the needs assessment and development of a recommendation and implementation plan to either develop a County operated Emergency Medical Services Agency to be organizationally structured within the Health Services Agency's Public Health division or a Joint Powers Agency or other appropriate regional alternative that provides for local control and management.

FISCAL IMPACT (Continued):

With respect to the recommendation to conduct an assessment, and to develop a recommendation and implementation plan of a County-operated Emergency Medical Services Agency (EMS Agency) or other regional alternative, staff projects start-up costs to be approximately \$80,000. The start-up costs could be funded by an existing Health Services Agency fund balance from Maddy funds which by State regulations must be used for purposes which support emergency medical services.

Staff has completed projections of an annual operating budget for a County-operated model which is estimated at \$1,640,000 and which would exceed current available external funding by approximately \$295,000. While there is no dedicated funding for this possible new expense, based on information gathered from other counties, staff would explore the possibility of other external sources of revenue which could offset some or all of the projected shortfall.

At this time, no projection has been made for an alternative regional model. Currently State funding is available for regional models. In the event this funding continues to be available in the future, it may be a source to offset some or all of any estimated shortfall.

If the staff recommendations are approved, the Health Services Agency would include the initial start-up costs in the Fiscal Year 2009-2010 Mid-year budget submission and any remaining start-up costs as well as annual operating costs in Fiscal Year 2010-2011 Proposed Budget.

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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. 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.

There are 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 2009-2010, the Ambulance Maintenance Fees total \$150,286, with the balance of \$81,323 paid from the Maddy Funds received by the County. While the projected expense and Stanislaus County's contribution for the Fiscal 2010-2011 is not yet known, given historical trends it is anticipated to be similar to that experienced during the 2009-2010 Fiscal Year. As the contract document for the Fiscal Year 2010-2011 is not yet available, a copy of the Fiscal Year 2009-2010 agreement is attached for reference, as Attachment A.

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On June 30, 2009, when the Board of Supervisors approved the current fiscal year agreement, staff conveyed that an analysis was underway to consider options that may better address local issues for the long-term future. That work has resulted in this recommendation to develop either a County-operated EMS Agency or a new regional model managed by Stanislaus County, over the next twelve to eighteen months which would then carry out the required responsibilities in lieu of the arrangement with Mountain Valley Emergency Medical Services Agency. Note: the State's nomenclature for local Emergency Medical Services entities is "Agency". The use of that term throughout this document is in keeping with the State's usage and is not meant to imply the development of a new County "department". Rather, if the County-operated model is the preferred approach, the Agency capabilities would be developed within an existing County department.

Background on Mountain Valley Emergency Medical Services and the Analysis

Stanislaus County joined other regional counties in forming the Joint Powers Authority for the purpose of providing for the implementation, operation and management of an Emergency Medical Services system. The original Joint Exercise of Powers Agreement was effective on January 21, 1981. A copy of the Agreement as amended is attached as Attachment B. Over the years the number of participating counties has decreased and today includes the counties of Stanislaus, Alpine, Amador, Calaveras and Mariposa. It is governed by a five seat board; one seat for each county. Chairman DeMartini is the current Stanislaus County representative on that board. The Mountain Valley Emergency Medical Services board oversees the budget and general policies of the organization. In Stanislaus County, those policies in which there is local discretion such as the ambulance provider contracts, response times and penalties are overseen by the County Board of Supervisors with input from the local Emergency Medical Services Committee. One benefit to the regional JPA structure is access to funding by the State that is only available to JPAs with at least three counties. That State provided funding currently amounts to approximately \$300,000 annually. The key weaknesses to this JPA approach include lack of local control to set priorities and direction based on Stanislaus County's needs, and inefficiencies based on communication and planning with an external entity.

Components of Analysis Leading to Recommendation

To analyze alternatives, staff began by considering whether an alternative regional approach would be a feasible option. Factors considered included financial implications, State drawn regions for related responsibilities, size and similarities, local control, and efficiencies with Public Health Emergency Preparedness activities and with the County's Office of Emergency Services. While it possibly could preserve some State provided regional funding, the current weaknesses would not be resolved under

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another regional model unless Stanislaus County managed the operation and had a controlling governance position. It is not known if the counties currently participating in the existing Mountain Valley Emergency Medical Services Agency would have interest in such a regional approach. Staff also considered the possibility of a regional approach that would be made up of the counties which are geographically contiguous to Stanislaus to the north and south. Both Merced and San Joaquin Counties operate their own EMS Agencies. Again, their interest is not known, however there are State controlled complications and inefficiencies that would be present in such approach. Various regional lines drawn at the State level, do not include all three of Stanislaus, San Joaquin and Merced. For instance, Stanislaus and San Joaquin counties are part of Region IV for Mutual Aid coordination, while Merced County is part of Region V with other counties to the south of Merced.

Staff determined that the approach that would best provide the opportunity to meet Stanislaus County's needs and to leverage the efficiencies to be gained, would be to develop the internal capability to perform the EMS Agency responsibilities; however, since a regional approach would provide access to some amount of State funding, this alternative would be explored as part of the proposed assessment with the expectation that Stanislaus County would hold desired management and governance authorities.

Financial Projections for the Development of a County-Operated or Regional Model

To develop and implement an alternative method of providing local EMS Agency responsibilities, the Health Services Agency would incur one-time start-up costs and annual operating costs. These costs are anticipated to exceed current available operating funding at the present fee level and structure. The shortfall is estimated at approximately \$80,000 for start-up costs, and under a County-operated (non-regional) model, \$295,000 for annual operations.

At the present time, the Health Services Agency has a fund balance of approximately \$180,000 of State provided Maddy funds. In accordance with State regulations those funds can only be used for expenses which are in support of emergency medical services. As such, staff is recommending the use of fund balance to fund the consulting and development costs. This would include costs such as the engagement of expert consulting (which may be made available by another county's Public Health department), computer software and equipment, furnishings, manual, policy and the State required annual EMS Plan development, and recruitment and training.

In the absence of changes to the fee structure which supports most of the EMS Agency operating costs, the annual operating shortfall for a County-operated EMS Agency is projected at approximately \$295,000. While the Health Services Agency does not presently have access to a dedicated or external funding stream to offset this expense,

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based on benchmarking information gathered from other counties, there may be additional external funding solutions to resolve this anticipated shortfall. Staff would work to identify such opportunities and return to the Board of Supervisors with a recommended model and financial plan. If the current staff recommendations are approved, the Health Services Agency would include development and initial start-up costs in the Fiscal Year 2009-2010 Mid-year budget submission and any remaining start-up costs as well as the annual operating costs in the Fiscal Year 2010-2011 Proposed Budget.

POLICY ISSUES:

Board approval of these recommendations support the Board's priority of *A healthy community*, by ensuring the continued services from the Mountain Valley Emergency Services Agency while also developing a locally focused emergency medical services system for the future. Approval of these recommendations also support the *Efficient delivery of public services* priority by considering the development of future capabilities which leverage existing resources within the Health Services Agency and the Office of Emergency Services, and by providing more than required notice to neighboring counties which rely to some extent on our County's participation in the JPA.

STAFFING IMPACT:

There is no staffing impact associated with this recommendation, however the staffing necessary to support a County operated Emergency Medical Services Agency would be included in a future request to the Board of Supervisors if that is the preferred model. It is anticipated that the capacity to be developed in either a County operated or regional model, would be a combination of full time staff and contracted non full-time resources.

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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:**

<u>Section</u>	
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 & 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-one Thousand Six Hundred Nine Dollars (\$231,609) for fiscal year 2009/10. 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-One Thousand Three Hundred Twenty-Three Dollars (\$81,323) shall be paid monthly by the County at the rate of Six Thousand Seven Hundred Seventy-Six Dollars and Ninety-Two cents (\$6,776.92) 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, 2009 through June 30, 2010
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 _____
Title: **Managing Director, HSA**

Date

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

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

6/10/09
Date

Approved as to form, Stanislaus County:

David L. Dolener
Risk Manager

6/25/09
Date

Deon Wright
County Counsel

6-25-09
Date

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 *MaryAnn Lee*
Title: Managing Director, HSA

4/30/09
Date

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

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

6/10/09
Date

Approved as to form, Stanislaus County:

Risk Manager

Date

County Counsel

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.

ATTACHMENT B

A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF PROVIDING
FOR THE IMPLEMENTATION, OPERATION, AND MANAGEMENT OF AN
EMERGENCY MEDICAL SERVICE SYSTEM IN THE COUNTIES OF ALPINE, AMADOR,
CALAVERAS, MARIPOSA, AND STANISLAUS,
STATE OF CALIFORNIA

THIS AGREEMENT, dated the 21st day of JANUARY, 1981, AMENDED on the 13th day
of MARCH, 1985, the 13th day of JULY, 1988, the 11th day of JANUARY, 1989, the 11th day of
DECEMBER, 1996, and on the 10th day of JUNE, 1998, by and between:

COUNTY OF ALPINE

State of California

COUNTY OF MARIPOSA

State of California

COUNTY OF AMADOR

State of California

COUNTY OF STANISLAUS

State of California

COUNTY OF CALAVERAS

State of California

RECITALS:

WHEREAS, under the provisions of the Government Code, State of California (Section
6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto a demonstrated need as defined under the Emergency Medical Services Act (PL 93-154) Division 2.5 of Health and Safety Code, and the Highway Safety Act (Section 402(c) of Public Law 89-564 as amended by the Public Law 91-605), to promote the development, accessibility, and provision of emergency medical services to the public; and

WHEREAS, the parties hereto desire to create and participate in the Joint Powers Agency hereinafter established;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this Agreement is to provide unified planning and coordination of an Emergency Medical Service System by and through a Joint Powers Agency and provide, by working through the member counties, for the necessary ongoing operation and management of the Emergency Medical Services System for maximum utilization of equipment, facilities, and service.

ARTICLE II

A. This Agreement shall become effective as of the date executed by the last County hereto, and shall continue in full force and effect until terminated by mutual agreement of the parties hereto. Any county that is a party to this Agreement may withdraw upon one hundred eighty (180) days written notice. A withdrawing county shall not be liable for any liability or indebtedness of the agency, nor shall the withdrawing county have any claim to agency assets. The agency's obligation

under Article III.F.3 shall continue with respect to a withdrawing county. A county's withdrawal shall automatically terminate and revoke, respectively, all contracts between the agency and the withdrawing county, and all delegations of authority to the agency by a withdrawing county.

B. Upon termination of this Agreement by all signature counties, any money or assets, except grant-funded equipment in possession of the agency for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

ARTICLE III

EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency

There is hereby created, pursuant to the Joint Exercise of Powers Act, an agency to be known as the Mountain-Valley Emergency Medical Services Agency, herein referred to as "Agency." For the purpose specified in this Agreement the Agency shall be an entity separate from the parties to this Agreement.

B. Board of Directors

1. The Agency shall be governed by a Board of Directors composed of one (1) voting member from each of the five (5) participating county Boards of Supervisors, and they shall serve at the pleasure of their respective Boards.

2. Each county Board of Supervisors shall appoint an alternate voting member

who may vote in the place of an absent regular voting member. The alternate Board member need not be a member of the Board of Supervisors.

3. The Board of Directors shall adopt bylaws, rules, and regulations for conducting the business of the Agency.

4. The Agency may employ an Executive Director and fix the salary. The Executive Director shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Executive Director to employ staff to fill positions established by the Board.

5. The Board of Directors of the Agency shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting in each calendar quarter of a year.

C. Advisory Committees

1. The Board shall establish appropriate Advisory Committees which shall be subject to the Brown Act.

2. The Board shall prescribe the qualifications for membership, fix the number and term of membership, and method of appointment, as appropriate.

3. Membership of the Advisory Committees shall be broadly representative of the various interests of the respective committees, including local government, health care providers, professional organizations, medical transport services, public safety agencies, consumers, and others with general or financial interests in the provision of health care.

Committee members shall be selected so as to broadly represent the socioeconomic and geographic characteristics of the region.

D. Fiscal Management

The Agency will be responsible for developing and implementing all fiscal procedures for controlling the use and disbursement of Agency funds. All project funds will be deposited with a member-county treasurer.

E. Contracts

In order to achieve the purpose of this agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue or be sued in its own name.

F. Liability

1. No expenditures shall be incurred in excess of the adopted budget for the operation of the Agency pursuant to the Joint Exercise of Powers Act without prior written approval of each of the member counties.

2. The Agency shall obtain appropriate liability insurance containing limits of liability in such amounts as the Board determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all Agency employees with Workers' Compensation Insurance.

3. The Agency agrees to indemnify, defend, and hold harmless, the member counties from and against all claims, damages, losses, and expenses arising out of any activities of the Agency which are for bodily injury, illness or death, personal injuries, and for property damage, including loss of use caused in whole or in part by the Agency's negligent acts or omissions, or that

of any agent or employee of Agency or any other person employees, including statutory claims for violation of civil rights, and claims for wrongful discipline or wrongful termination actions by the Agency.

4. The debts, liabilities, and obligations of the Agency shall not be the debts, liabilities, and obligations of the parties to this agreement. This provision is specifically intended to implement Government Code Section 6708.1, which authorizes the parties to avoid joint liability if the parties Joint Powers Agency so provides.

G. Grants

The Agency may apply for and receive State, Federal, local government, and private organizational grants, and may receive contributions or donations from any source of the programs of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purposes.

ARTICLE IV

FISCAL YEAR

For the purpose of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30.

ARTICLE V

CLAIMS

All claims against the Agency, including but not limited to claims by public officers and employees for fees, salaries, wages, mileage, or other expenses, shall be filed according to procedures set forth in government code.

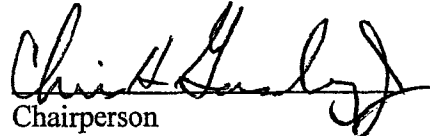
ARTICLE VI

AMENDMENTS

This Agreement may be amended at any time by unanimous agreement of the parties hereto.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE


Chairperson
Board of Supervisors

7/21/98
Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF STANISLAUS

Chairperson
Board of Supervisors

Date of Approval

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE

Chairperson
Board of Supervisors

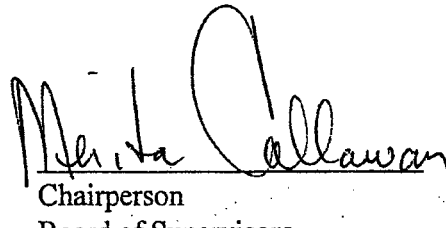
Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS



Chairperson
Board of Supervisors

10-19-98
Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF STANISLAUS

Chairperson
Board of Supervisors

Date of Approval


IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF AMADOR



Chairperson
Board of Supervisors

7-7-98
Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF STANISLAUS

Chairperson
Board of Supervisors

Date of Approval

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Patti A. Feilly

Chairperson
Board of Supervisors

7-21-98
Date of Approval

COUNTY OF STANISLAUS

Chairperson
Board of Supervisors

Date of Approval

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this Agreement upon the respective dates set forth after their signature.

COUNTY OF ALPINE

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF AMADOR

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF CALAVERAS

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF MARIPOSA

Chairperson
Board of Supervisors

Date of Approval

COUNTY OF STANISLAUS

Michael Blou
Chairperson
Board of Supervisors

SEP 1 1998
Date of Approval

APPROVED AS TO FORM:

By: *Dan C. Mott* 8/10/98
County Counsel (Date)

POWERPOINT PRESENTATION
B-13

Emergency Medical Services (EMS)
Agency
Administrative Model

Health Services Agency
December 22, 2009

California Health & Safety Code Section 1797

- Pre-hospital emergency medical services policies, enforcement, trauma access, disaster planning
- Multiple Models for Counties to fulfill responsibilities
 - County operated agency
 - Regional Joint Powers Agency
 - Contracting with a JPA or other County operated agency

Joint Powers Agency

Stanislaus County, with 7 other counties, formed a Joint Powers Agency (JPA) in 1981

State provides small level of funding to regional models – minimum of three counties

Over time, the counties of Merced, San Joaquin, and Tuolumne withdrew and formed their own county-operated EMS Agency

Today...Mountain Valley Emergency Medical Services Agency (MVEMS)

POWERPOINT PRESENTATION
B-13

JPA of 5 counties...One county, One vote



County	Population
• Alpine	1,100
• Amador	38,200
• Calaveras	46,800
• Mariposa	18,000
• Stanislaus	511,000

JPA Model - MVEMS

- State Funding ~ \$300,000 annually (minimum of 3 counties)
- Other Funding from counties' Maddy Fund, Ambulance Fees, Hospital Trauma Fees, EMT Certification Fees, grants, fines
- No Stanislaus County General Fund Contribution
- Only one vote despite population & financial contribution
- Discontent by Stakeholders

Key Stakeholders

- Ambulance Providers & field personnel
- Board of Supervisors
- Community Residents
- Fire Departments & field personnel
- Hospitals
- Office of Emergency Services
- Public Health Department - HSA

Recent Past – POWERPOINT PRESENTATION Sought Incremental Change v. New Model B-13

- December 19, 2006 – Board of Supervisors considered alternative models
- Renewed the MVEMS agreement
 - ✓ added Performance Standards
 - ✓ transferred MHOAC role to Stanislaus County's Public Health Officer

*MHOAC = Medical Health Operational Area Coordinator
(medical mutual aid coordination)*

Themes of Discontent Prompting Goals for New Model

- Focus on Local Priorities
- Efficient & Effective Planning & Collaboration
- Responsiveness and Standards
- Coordinated Disaster Preparedness activities

Review of Existing Model & Alternatives Considered:

- “Starting from scratch approach” – what makes sense
- Challenges/Opportunities from related State drawn regions
- Other county models
- Financial implications and possibilities
- Internal resources and expertise
- Obligations to MVEMS JPA counties

Assessment & Development of a New Model

Development Cost including consulting - \$80,000

Maddy Fund dollars available

County-Operated Model

Annual Cost ~ \$300,000

Need to explore potential resources

Multi-County Regional Model

Leverage Resources

Preserve State funding available only to regions

Proposed Strategy

- Renew with MVEMS for FY 2010/2011
- Give advance notice to JPA counties of termination to be effective no later than June 30, 2011
- Consider options with help of consultant
 - County-operated model
 - New regional model

Proposed Strategy continued...

- Return to Board of Supervisors with Recommendation for future Model
- Develop Approved Model for Launch Between Jan 1, 2011 and June 30, 2011

Recommendations^{B-13}

1. Approve the FY 2010/2011 Agreement with MVEMS for EMS Agency services
2. Authorize the HSA Managing Director to sign the MVEMS FY 2010/2011 EMS Agency services Agreement
3. Authorize the County Chief Executive Officer to exercise the termination provisions of the Joint Exercise of Powers Agreement to be effective no later than June 30, 2011

Recommendations continued...

4. Authorize the HSA Managing Director to enter a consulting agreement to assist with assessment and development of recommendations and implementation plan to either develop a County-operated EMS Agency or a JPA or other regional model