

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

DEPT: Health Services Agency

BOARD AGENDA:5.B.4
AGENDA DATE: December 12, 2017

SUBJECT:

Approval to Contract with Mountain Valley Emergency Medical Services Agency to Administer Local Emergency Medical Services for Fiscal Year 2018-2019

BOARD ACTION AS FOLLOWS:


RESOLUTION NO. 2017-690

On motion of Supervisor Withrow _____, Seconded by Supervisor Olsen _____
and approved by the following vote,
Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa _____
Noes: Supervisors: _____ None _____
Excused or Absent: Supervisors: None _____
Abstaining: Supervisor: _____ None _____

- 1) Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

ATTEST:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Health Services Agency

BOARD AGENDA:5.B.4
AGENDA DATE: December 12, 2017

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Contract with Mountain Valley Emergency Medical Services Agency to Administer Local Emergency Medical Services for Fiscal Year 2018-2019

STAFF RECOMMENDATION:

1. Approve a contract with Mountain Valley Emergency Medical Services (MVEMS) Agency to administer local and emergency medical services for Fiscal Year 2018-2019.
2. Authorize the Managing Director of the Health Services Agency or her designee to negotiate and execute the agreement with MVEMS.

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."

Joint Powers Agreement and Administration of Local Emergency Medical Services (EMS)

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. The MVEMS Agency operates under a Joint Powers Agreement (JPA) designed to develop a regional system of emergency medical services care and to collect special funding available to regional agencies. The original Joint Exercise of Powers Agreement became effective on January 21, 1981. A Stanislaus County Supervisor sits as a member of the Joint Powers Board of Directors, with another member of the Board of Supervisors serving 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. Beginning on July 1, 2007, as approved by the Board of Supervisors on December 19, 2006, the MHOAC role transferred to the County's Public Health Officer.

In 2009 and 2010, an assessment of the JPA relationship and alternatives was considered by the Board of Supervisors. County leadership worked with the MVEMS Agency during and following that assessment to implement improvements and received Board of Supervisors' approval to continue the relationship in December 2011 for Fiscal Year 2012-2013; the Board of Supervisors has approved the agreement each subsequent fiscal year. As part of the Health Services Agency (HSA) Visioning and Business Planning initiative authorized by the Board of Supervisors on February 28, 2017, this relationship has again been reassessed. While that initiative hasn't yet been finalized for a Board of Supervisors' report and staff recommendations, the present EMS model was analyzed and found to continue to be the best approach for the County.

During the 2012-2013 Fiscal Year on behalf of the County, the MVEMS Agency successfully developed and put into place new five-year ambulance provider agreements that incorporate industry standards and assure ambulance provider contractual response time compliance using computer-aided design (CAD) data and independently generated reports. In recent years, the MVEMS Agency has enhanced EMS system monitoring capabilities and continues to collaborate to improve systems integrations with dispatching organizations. Currently, the MVEMS Agency is working with County staff on EMS Strategic Planning, an effort approved by the Board of Supervisors in December 2015 involving community stakeholders to focus on continuous improvement through a more integrated approach to the Emergency Medical Services system. Staff anticipate a report on this strategic planning project, which will also address the upcoming ambulance agreement term, to the Board of Supervisors in February of 2018.

The MVEMS Director and staff are high performing partners, integrated into many critical public health matters involving emergency medical services. It is recommended that the County continue its emergency medical services agreement for the upcoming 2018-2019 Fiscal Year.

The current agreement contains a provision that necessitates Board of Supervisors' action on the renewal of the annual contract six months prior to its expiration. The timing has been built into the agreement language to ensure a smooth transition from one operating year to the next and to provide consistent emergency medical services locally.

There continue to be two funding sources available to meet the County's per capita annual contribution for the MVEMS Agency services; Ambulance Maintenance Fees and the Maddy Funds (Senate Bill [SB]12-612). Note that SB 867 of 2016 extended the ability to assess court fines and fees, which provides this funding through January 1,

2027. For Fiscal Year 2017-2018, the Ambulance Maintenance Fees total \$150,286, with the balance of \$90,859 paid from the Maddy Funds received by the County.

While the projected expense and Stanislaus County's contribution for Fiscal Year 2018-2019 is not yet known, given historical trends and assuming the regional funding provided by the State continues, both are anticipated to be similar to that experienced during the 2017-2018 Fiscal Year. As the contract document for Fiscal Year 2018-2019 is not yet available, a copy of the Fiscal Year 2017-2018 agreement is attached for reference.

POLICY ISSUE:

Health and Safety Code, Division 2.5, Chapter 4, Article 1, Section 1797.200, stipulates the requirements associated with the County's emergency medical services program. Board of Supervisors' approval is required for the renewal of the agreement with the MVEMS Agency for the provision of emergency medical services.

FISCAL IMPACT:

Stanislaus County's contribution to the Mountain Valley Emergency Medical Services Agency for Fiscal Year 2017-2018 is estimated to be \$241,000 which is funded through court-imposed fines and fees (discretionary Maddy Funds) of approximately \$91,000 and the Ambulance Maintenance Fees totaling approximately \$150,000. This contract does not include any funding from the County's General Fund. The actual amounts for the Fiscal Year 2018-2019 contract year are not yet available, but will be included in the Health Services Agency (HSA) proposed budget for Fiscal Year 2018-2019.

BOARD OF SUPERVISORS' PRIORITY:

Approval of these recommendations supports the Board of Supervisors' priority of A Healthy Community by ensuring continued management of the emergency medical services plan.

STAFFING IMPACT:

The Health Services Agency will continue to use existing staff to monitor the MVEMS Agency contract.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Agreement between MVEMSA and Stanislaus County

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 forty-one thousand one hundred forty-five dollars (\$241,145) for Fiscal Year 2017/18. 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 ninety thousand eight hundred fifty-nine dollars (\$90,859) shall be paid monthly by the County at the rate of seven thousand five hundred seventy-one dollars and fifty-nine cents (\$7,571.59) per month.
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, 2017 through June 30, 2018.

15. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2018 in order to opt out for the next one year cycle.
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 coverage's 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 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 Marguerite
Title: Managing Director, HSA

8/1/17
Date

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By Leece Dodue
Title: Chairman, Board of Directors

6/14/2017
Date

Approved as to form, Stanislaus County:
JOHN P. DOERING, County Counsel

By: Mara Hatley
County Counsel

7/27/17
Date

Appendix 1 -

Performance Standards for MVEMSA contract Fiscal Year 2017-2018

1. Budget with appropriate narrative explanation to be submitted to County designated representative(s) for comment prior to the MVEMS Board for consideration and comment. Budget submittal to include both Operating Budget and Balance Sheet.
2. Maintenance of the System Status Committee regular meetings with field representation from Fire and Ambulance. Quarterly report to EMSC.
3. Provider non-compliant fines are automatically invoiced to the ambulance providers. The compliance/non-compliance reports are provided on the MVEMSA web site for public review (mvemsa.org) and submitted on the consent calendar of each quarterly EMSC meeting. The Agency will monitor non-compliance and address issues with Ambulance contractors to improve compliance. The Agency will implement a Board of Supervisors approved System Enhancement Fund Priority Usage policy.
4. Unusual Occurrence Report form is available on MVEMSA web site for County representatives or general public to use for reporting unusual occurrences to the Agency. The Agency will work with respective stakeholders as part of a Quality/Performance Management process to address system improvement.
5. Trauma report is completed annually as part of EMS Plan. The report is available on MVEMSA web site for review.
6. Annual Staffing and Training plan is submitted as part of Stanislaus County annual report to the EMSC for review and approval. The annual report is available on MVEMSA web site for public review.
7. Provide information to EMS Committee in annual report which demonstrates conformity with the EMS Plan approved by the State EMS Authority.
8. Actively and collaboratively participate in the County Disaster Council, as requested.
9. Collaborate and coordinate with the Public Health Officer and department in the effective performance of the MHOAC role, consistent with the established MHOAC responsibilities matrix.
10. Attendance by MVEMSA Executive Director and Deputy Director to the Stanislaus County EMS 9-1-1 Project Team meetings. Actively participate in a leadership role on the CAD to CAD virtual integration project of Emergency Medical Dispatch with SR-911, and if applicable, other PSAPs.

Revision 06/01/2015