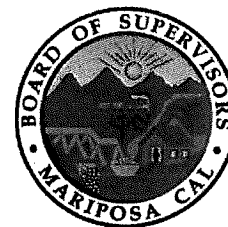


MARIPOSA COUNTY

Health · (209) 966-3689



RESOLUTION - ACTION REQUESTED 2015-378

MEETING: July 28, 2015

TO: The Board of Supervisors

FROM: Robert Ryder, Health Officer

RE: Approve Formal Agreement with Mountain Valley EMS Agency for FY 2015-2016

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Mountain Valley Emergency Medical Services (EMS) Agency, for \$7,828 to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2015-2016, and Authorize the County Health Officer to Sign the Agreement. The amount of the Agreement is calculated using a State allocation formula and the County's population.

It is the Health Officer's opinion that the County receives services worth considerably more than the cost of the contract including the assistance of 20% of an EMS Coordinator in the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Health Department has contracted with Mountain Valley EMS Agency for many years.

On July 8, 2014 the Board of Supervisor approved the formal agreement with Mountain Valley Emergency Medical Services Agency for Fiscal Year 2014-2015 with Resolution #2014-321.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. County may administer EMS services pursuant to State laws and regulations, but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT:

An amount of \$7,828 is budgeted within the Health Department 2015-2016 fiscal year proposed budget.

ATTACHMENTS:

June 1, 2015 MVEMSA Letter Re Mariposa County Contribution for FY 2015-16
(PDF)

June 10, 2015 MVEMSA Letter Re Mariposa County Agreement for FY 2015-16
(PDF)

**Formal Agreement Between MVEMSA and Mariposa County for FY 2015-16
(PDF)**

CAO RECOMMENDATION

Requested Action Recommended

Mary Hoeson

Mary Hoeson, CAO

7/21/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, John Carrier

EXCUSED: Merlin Jones

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

THIS AGREEMENT is entered into by and between Mariposa 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 Section 1797.94, and 1797.200, and

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

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

WHEREAS, County passed a resolution delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 19th day of March 1985, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

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

- 1. The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:**

1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

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 shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.
4. 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.
5. 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.
6. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand eight hundred twenty-eight dollars (\$7,828), which shall be payable annually on or before June 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person(s) and a part-time assistant medical director.
7. The term of this Agreement shall be from July 1, 2015 through June 30, 2016.
8. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than June 1, 2016 in order to opt out for the next one year cycle.
9. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.
10. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising 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 all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.
11. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.
12. Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

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 regulation of the Fair Employment and Housing Commission implementing Government Code, 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 MARIPOSA

By 
Title: County Health Officer


Date: 7/28/15

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By 
Title: Chairman, Board of Directors

Date: 6/10/15

Approved as to Form:

By 
Title: County Counsel or Attorney for County

Date: 7-28-15