

DEPARTMENT: Health

BY: C. B. MOSHER, MD, MPH, H.O.
PHONE: (209) 966-3689

RECOMMENDED ACTION AND JUSTIFICATION:

Recommend resolution authorizing Chair to sign agreement with Yosemite National Park for First Responder Emergency Medical Services in the El Portal Corridor (agreement #P880811PX0001) at a cost of \$10,000 a year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The county has maintained this contract with Yosemite National Park as part of the County's comprehensive Emergency Medical System for many years. However, the cost of the contract in the past was \$20,000 a year.

Supervisor Stetson and the Health Officer negotiated with the Yosemite National Park Administration staff for a reduction in County General Fund contribution to this service. The park will off set the financial loss by billing for the services when able. The Health Officer has been reassured by Mercy Ambulance Company that this billing will not jeopardize their revenue stream.

County Counsel reviewed the document and suggested a change which has been made, but a new signature from the Yosemite National Park representative was not obtained, so the date of the signature (August 12) remains.

All other changes from the prior agreement were minor and technical, not substantially changing the operation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Financial Impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current FY Cost: \$ 10,000	Annual Recurring Cost: \$ 10,000
Budgeted In Current FY? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Partially Funded		
Amount in Budget: <u>\$ 10,000</u>		List Attachments, number pages consecutively
Additional Funding Needed: <u>\$ 0</u>		Memorandum of Agreement for Emergency Medical
Source:		Services #P880811PX0001
Internal Transfer _____		_____
Unanticipated Revenue _____	4/5's vote	_____
Transfer Between Funds _____	4/5's vote	_____
Contingency _____	4/5's vote	_____
<input type="checkbox"/> General <input type="checkbox"/> Other _____		_____

CLERK'S USE ONLY:

Res. No.: 11-489 Ord. No. _____
Vote - Ayes: 4 Noes: _____
Absent: _____ Abstained: _____
Approved _____
 Minute Order Attached No Action Necessary

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
 No Opinion
Comments: _____

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

CAO: 

**MEMORANDUM OF AGREEMENT
For
EMERGENCY MEDICAL SERVICE**

Between the

County of Mariposa

And the

**United States Department of the Interior, National Park Service
Yosemite National Park**

This Agreement is entered into by and between the National Park Service (hereinafter "NPS" or "Depositor"), United States Department of the Interior, acting through the Superintendent of Yosemite National Park (Park), and The County of Mariposa (County), a political subdivision of the State of California.

Article I. Background and Authority

WHEREAS, the NPS is authorized under 16 USC 47-1 (e) to make regulations and rules for the El Portal Administrative Site; and

WHEREAS, the NPS published such regulation and rules in the Federal Register on August 14, 1986; and

WHEREAS, the NPS has responsibility for protection and management of lands in the National Park System, and for providing for public protection within such system; and the El Portal Administrative Site is managed within the National Park System; and

WHEREAS, the County has responsibility for protection of lands in Mariposa County and for enforcement of State and County laws and ordinances within Mariposa County and El Portal is located within the boundaries of said County; and

WHEREAS, Title 16 USC Section 1 (b)(I) provides that the NPS may render emergency cooperative assistance to nearby agencies outside the Park area; and

WHEREAS, the County and the NPS have the authority to enter into this Agreement and believe it is in their mutual interest, as well as in the interest of the residents of El Portal and the general public, to do so;

NOW THEREFORE, the parties agree:

Article II. Statement of Work

A. The NPS agrees:

1. To provide Emergency Medical Service (EMS) in the following response areas:
 - a. Primary Response Areas:
 - i. The El Portal Administrative Site.
 - ii. The area served by State Highway 140 west from the boundary of Yosemite National Park to and including the confluence of the Merced River and the South Fork of the Merced River.
 - iii. Incline Road west from the junction of Foresta Road to Ned's Gulch.
 - b. Secondary Response Areas:
 - i. State Highway 140 west from the confluence of the Merced River and the South Fork of the Merced River to the summit of the Briceburg Grade.
 - ii. Other areas of Mariposa County, when aid is requested for a mass casualty incident or similar emergency.
2. To respond to EMS incidents within the primary and secondary response areas in accordance with the following staffing levels:
 - a. The minimum level of staffing for the El Portal Ambulance is two Emergency Medical Technician (EMT-Basic) certified crewmembers comprised of one patient attendant and one driver. The ambulance will not respond with less than the minimum staffing level.
 - b. Persons who are not EMT certified may serve as a driver only when two or more EMT certified crewmembers are available as patient attendants. A driver who is not EMT certified may not serve at the minimum staffing level.
 - c. For Basic Life Support (BLS) level runs, the El Portal Ambulance may be staffed with BLS certified crewmembers only (i.e., EMT-Basic).
 - i. The NPS will strive to provide at least one Advance Life Support (ALS) certified crewmember on any BLS run.
 - d. For ALS level runs, the El Portal Ambulance will be staffed with at least one ALS certified crewmember (Park Medic or higher level of certification).
 - e. If no ALS certified crewmember is available, the El Portal Ambulance will respond and initiate BLS care. The NPS will dispatch an ALS certified crew person to the scene from the Valley District if available.

- f. For Advanced Cardiac Life Support (ACLS) level runs, the El Portal Ambulance will be staffed at the ALS level. The El Portal Ambulance will respond and initiate ALS care. The NPS will dispatch an ACLS unit to the scene from the Valley District if available.
- g. ACLS Crewmembers serving on the El Portal Ambulance will meet the standards of training and certification set by the National Park Service in accordance with DO-51, Emergency Medical Services Guideline, and with park policies and procedures.
- h. The El Portal Ambulance may respond with less than the minimum level of staffing if sufficient EMT certified crewmembers are either on scene or en-route directly to the scene to meet the minimum staffing level.
- i. The NPS will strive to respond (i.e., ambulance en-route) within ten minutes or less of receiving the El Portal ambulance dispatch call.

3. To provide transportation to patients as follows:

- a. In primary and secondary response areas, the El Portal Ambulance will serve as a first responder at the BLS, ALS, or ACLS level as appropriate and available, and at the direction of Medical Control, the El Portal Ambulance may transport a patient to rendezvous with the County Ambulance for transfer of patient care.

The El Portal Ambulance will not routinely transport patients to a receiving facility in lieu of the County Ambulance, except as follows:

- I. When the County Ambulance is unavailable to respond.
- II. When the County Ambulance is unable to handle patient demand during multi-casualty incidents. In such incidents the El Portal Ambulance will transport patients at the direction of the on-scene Incident Commander and/or Triage Officer, or per direction of NPS Medical Control in accordance with Yosemite National Park EMS protocols.
- III. When a particular situation warrants, at the direction of NPS Medical Control, The El Portal Ambulance may transport a patient to rendezvous with an air ambulance for transfer of patient care.
- IV. When a particular situation warrants, at the direction of NPS Medical Control, the El Portal Ambulance may transport a patient directly to the nearest appropriate medical facility in lieu of the County Ambulance.
- V. During a communications failure, the El Portal Ambulance may transport a patient in accordance with Yosemite National Park EMS protocols.

4. To make a good faith effort to provide 24-hour service by the El Portal Ambulance through either on-duty personnel, call out of off-duty crewmembers, or a combination of both. The County understands that the NPS cannot guarantee 24-hour service by the El Portal Ambulance. The NPS will notify the County's EMS dispatching authority on any occasion when the El Portal Ambulance is unavailable for response for an extended period of time.

B. The County agrees:

1. To provide primary response for EMS care and patient transport in the primary and secondary response areas established by this Agreement.
2. To provide financial assistance to the NPS in the sum of \$10,000 per year paid upon invoice at the end of the County fiscal year. The purpose of this financial assistance includes, but is not limited to, the following:
 - a. Costs of training (tuition, books/supplies, per diem, overtime, and back-fill) for Park Medics for NPS personnel or Volunteers in Parks (VIPs) who serve as members of the El Portal Ambulance Crew.
 - b. Costs of operating and maintaining an ambulance in the El Portal District by the NPS.
 - c. Costs of obtaining and maintaining EMS equipment and supplies for the ambulance.
 - d. Providing vaccinations for Hepatitis B for NPS personnel or (VIPs) who serve as members of the El Portal Ambulance Crew.
 - e. Payment of administratively determined (AD) emergency hire crewmembers and overtime for NPS employees for actual ambulance responses. This does not cover time donated by VIP crewmembers for training, orientation, maintenance or other non-response time.

C. Both Parties agree:

1. That the El Portal Ambulance and the County Ambulance will be simultaneously dispatched to EMS incidents occurring within the primary response area. The El Portal Ambulance will respond for mutual aid in the secondary response area when requested by the County's dispatch authority.
2. That the El Portal Ambulance will operate in accordance with the policy and procedures established by DO-51, Emergency Medical Guideline, Park EMS protocols, and Yosemite National Park policies and procedures.
3. That the El Portal Ambulance will operate under medical control provided by an MD or MICN (Mobile Intensive Care Nurse) or any other designated medical control as approved by the Yosemite National Park Medical Director.

4. That following transfer of patient care to the County Ambulance, Yosemite National Park EMS personnel may continue to provide EMS assistance under the direction of the lead County Ambulance Provider. If requested by the lead County Ambulance Provider, National Park EMS crewmembers may accompany and provide EMS assistance during patient transport by the County Ambulance.
5. That during a communication failure (i.e., power failure, out of range, etc.) the El Portal Ambulance will operate in accordance with Yosemite National Park EMS protocols.
6. That the El Portal Ambulance is exempt from the license requirement of the Mariposa County Code, Chapter 8.52 Ambulance Service, when requested for mutual aid in the primary and secondary areas.
7. That the NPS may engage in cost recovery for emergency medical services provided and/or mileage transported by the El Portal Ambulance in accordance with NPS and Yosemite National Park policies.

Article III. Payment

The County will make payment, upon receipt of a proper invoice, to USDI-National Park Service, ATTN: Budget Officer, P.O. Box 700, El Portal, California 95318.

Article IV. Terms of Agreement

This Agreement will be effective for a period of five years from the date of final signature, unless it is terminated earlier by one of the parties pursuant to Articles VI and VII that follow.

Article V. Key Officials

For the Park:

(a) Superintendent - Yosemite National Park
Don Neubacher, Superintendent, Yosemite National Park
9039 Village Drive
Yosemite NTPK, CA 95389
Email: Don_Neubacher@nps.gov
Phone: (209) 372-0286

(b) Contracting Officer
Jody Auerbach, Contracting Officer, Yosemite National Park
P.O. Box 700
El Portal, California 95318
Email: Jody_Auerbach@nps.gov
Phone: (209) 379-1227

(c) Technical Advisory – Yosemite National Park
Charles Cuvelier, Chief Ranger, Yosemite National Park
9039 Village Drive
Yosemite NTPK, CA 95389
E-mail: Charles_Cuvelier@nps.gov
Phone: (209) 372-0211

For the County:

Jim Allen, Supervisor - District V, Mariposa County Board of Supervisors
5100 Bullion St.
Mariposa, CA 95338
E-mail: jallen@mariposacounty.org
Phone: (209) 966-3222

Article VI. Modification

This Agreement may be modified by the mutual written agreement of the parties.

Article VII. Termination

Either party may terminate this Agreement upon thirty days advance written notice to the other party.

Article VIII. Required Clauses

1. **Non-Discrimination** - All activities pursuant to this Agreement shall be in compliance with the requirements of *Executive Order 11246*, as amended; *Title VI of the Civil Rights Act of 1964*, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); *Title V, Section 504 of the Rehabilitation Act of 1973*, as amended, (87 Stat. 394; 29 U.S.C. §794); the *Age Discrimination Act of 1975* (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Promotions** - The County will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the County's work product, or considers the County's work product to be superior to other products or services.

3. Public Information Release

- (a) The County will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- (b) The County will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the agreements technical representative, who will forward such materials to the public affairs office, along with the request for approval.
- (c) The County agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.

SIGNATURES:



Jim Allen, Supervisor - District V
County of Mariposa

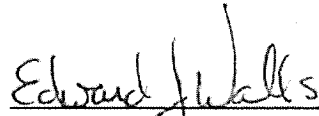
10-5-2011
Date

Attest:

Approved as to Form



County Counsel

(for) 
Don L. Neubacher
Superintendent
Yosemite National Park

8-12-2011
Date