



MARIPOSA COUNTY

Health · (209) 966-3689



RESOLUTION - ACTION REQUESTED 2018-287

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer

RE: Agreement with Yosemite National Park for First Responder Emergency Medical Services

RECOMMENDATION AND JUSTIFICATION:

Approve Memorandum of Agreement Number M-YOSUV008 with Yosemite National Park for Emergency Medical Services for the Term of July 1, 2017 through June 30, 2022 in the Amount Not to Exceed \$65,000; and Authorize the Board of Supervisors Chair to Sign the Memorandum of Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 4, 2011, the Board of Supervisors approved Resolution #2011-489 to authorize the Board chair to sign the agreement with Yosemite National Park Agreement Number P880811PX0001 in the amount of \$10,000 for a term of five years.

On August 15, 2006, the Board of Supervisors approved Resolution #2006-386 to authorize the Chair to signed revision to MOU # GA 8000-00-016 between Yosemite National Park and Mariposa County to provide temporary enhancement to First Responder Emergency Medical activities in El Portal due to the rock slide blocking Highway 140.

On July 25, 2006, the Board of Supervisors approved Resolution # 2006-342 to authorize the Health Officer to prepare a modification to MOU with Yosemite National Park (MOU #GA 8800-00-016) to pay for on-call salaries temporarily for El Portal First Responders vehicles and approved expenditures for this purpose.

On June 27, 2006 the Board of Supervisors approved Resolution # 2006-283 authorizing the chair to sign the agreement #G8812-06-0056 with National Park Services to provide "El Portal Ambulance" first responders vehicle in El portal corridor \$ 20,000/year.

On January 16, 2001 the Board of Supervisors approved Resolution # 2001-14 authorizing the chair to sign the Memorandum of Understanding G8800-00-016 with Yosemite National Park Services for provisions of emergency medical services in the El portal corridor.

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action on this agreement could have a negative impact on the community of El Portal.

FINANCIAL IMPACT:

No fiscal impact as this is currently budgeted in FY 2017-2018.

ATTACHMENTS:

Memorandum of Agreement for Emergency Medical Services, Agreement Number M-YOSUV008 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

MEMORANDUM OF AGREEMENT
For
EMERGENCY MEDICAL SERVICE

RES. NO. 18-287

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 ("NPS"), United States Department of 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, NPS is authorized under 16 USC 47-1 (e) to make regulations and rules for the EI Portal Administrative Site; and

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

WHEREAS, 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 EI Portal Administrative Site is managed within the National Park System; and

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

WHEREAS, County and 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 EI Portal and the general public, to do so;

NOW THEREFORE, County and NPS agree to enter into this Memorandum of Agreement.

Article II. Statement of Work

A. NPS agrees:

1. To provide Emergency Medical Service (EMS) Response in the following Response Areas:
 - a. Automatic Response Areas. Park will provide an EMS Response in these areas regardless of whether there is a request for such from County:

- 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 Briceburg Visitor Center.
 - iii. Incline Road west of its junction with Foresta Road to Clearinghouse (i.e., the private property at the end of Incline Road).
 - b. Mutual Aid Response Areas. Park will provide a mutual aid EMS Response within Mariposa County in areas outside the Automatic Response Areas:
 - i. Upon request from County's authorized EMS dispatch center, and,
 - ii. To the extent Park EMS resources are available.
2. To provide EMS Response to incidents that is in accordance with NPS policy and under the direction of Park EMS Medical Control.
- a. For any EMS Response initially characterized as likely requiring Advanced Life Support (ALS) response, Park will strive to dispatch a Park ambulance staffed with at least one crewmember certified by Park as an ALS provider (Parkmedic or Paramedic level of certification). If no such ALS certified crewmember is available to respond immediately, and if at least the Minimum Level of Staffing is available, Park will provide an EMS Response capable of providing Basic Life Support (BLS) care. Park will subsequently dispatch an ALS certified crewmember to the scene if and when one becomes available.
 - b. For any EMS Response initially characterized as likely requiring only a BLS level response, Park will strive to dispatch a Park ambulance staffed at least at the Minimum Level of Staffing, or with two Emergency Medical Technician (EMT) personnel. Park will strive to provide at least one ALS certified crewmember on any such BLS-level EMS Response.
 - c. Crewmembers serving on any Park ambulance will meet the standards of training and certification set by the NPS in accordance with applicable NPS and Park policies and procedures.
 - d. A Park ambulance normally will not respond with less than the Minimum Level of Staffing. However, a Park ambulance may respond with less than the Minimum Level of Staffing if sufficient EMT certified crewmembers are either on scene or enroute directly to the scene and the Minimum Level of Staffing can thereby be achieved.

- e. Park will strive to have responding crewmembers be enroute within ten minutes or less of receiving a dispatch call to either the Automatic Response Area or the Mutual Aid Response Area.
 - f. All or any part of Park's EMS Response may be cancelled by Yosemite National Park Emergency Communication Center if it is determined Park's EMS Response is not necessary (e.g., in cases in which sufficient County EMS assets are known or projected to be on the scene of the emergency well in advance of Park EMS assets).
3. To provide transportation to patients as follows:
- a. In the Automatic and Mutual Aid Response Areas, a Park ambulance will respond at the BLS or ALS level as appropriate and as available, and, at the direction of Park Medical Control, the Park ambulance may transport a patient to rendezvous with an Ambulance Provider from County, except as follows:
 - i. When an Ambulance Provider from County is unavailable to respond.
 - ii. When an Ambulance Provider from County is unable to handle patient demand during multi-casualty incidents (MCI). In such incidents a Park ambulance providing EMS Response will transport patients in accordance with County's designated MCI Coordinator direction, or per direction of Park Medical Control in accordance with Park EMS protocols.
 - iii. When a particular situation warrants, at the direction of Park Medical Control, Park 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 Park Medical Control, a Park ambulance may transport a patient directly to the nearest appropriate medical facility in lieu of the Ambulance Provider from County doing so.
 - v. During a communications failure, a Park ambulance may transport a patient pursuant to this Agreement in accordance with Yosemite Medical Advisor approved protocols.
4. To make a good faith effort to provide 24-hour EMS Response capability within the Automatic and Mutual Aid Response Areas through either on-duty personnel, call out of off-duty crewmembers, or a combination of both.

B. County agrees:

1. To provide EMS care and EMS patient transport in the Automatic and Mutual Aid Response Areas established by this Agreement.
2. To provide financial assistance to the NPS in the sum of \$10,000 per year for the first two years of this Agreement, and \$15,000 per year for remaining years of this Agreement, with each payment made at the end of the County fiscal year. The purpose of this financial assistance includes, but is not limited to, meeting a share of the cost to the Park of the following:
 - a. Professional education (e.g., tuition, books/supplies, per diem, overtime, and back-fill) for NPS personnel who serve to provide EMS Response capability under the terms of this Agreement.
 - b. Obtaining and maintaining EMS equipment and supplies in order to be able to provide EMS Response under the terms of this Agreement.
 - c. Payment of administratively determined emergency hire crewmembers and overtime for NPS employees for actual EMS Responses provided under the terms of this Agreement.
 - d. Maintaining certifications and trainings required for proper credentialing of NPS personnel who provide EMS Response capability in the Automatic or Mutual Aid Response Areas.

C. Both NPS and County agree:

1. That a Park ambulance and an Ambulance Provider from County will be simultaneously dispatched to EMS incidents occurring within the Automatic Response Area.
2. That any Park EMS Response provided pursuant to this Agreement will be executed in accordance with: policies and procedures established by NPS's Director's Order #51 and Reference Manual 51; Yosemite Medical Advisor approved protocols; and Park policies and procedures.
3. That in an EMS Response, any Park ambulance and Park EMS personnel will operate under the direction of Park Medical Control or other source of medical control approved by the Yosemite Medical Advisor.
4. That following transfer of patient care to an Ambulance Provider from County, in extraordinary and compelling circumstances, Park EMS personnel may accompany a patient on board Ambulance Provider from County to provide

assistance during patient transport. In such cases, Park EMS personnel remain under the direction of Park Medical Control.

5. That during a communication failure (i.e., power failure, out of range, etc.) any Park ambulance will operate in accordance with Yosemite Medical Advisor approved protocols.
6. That Park ambulances are exempt from the license requirement of the Mariposa County Code, Chapter 8.52 Ambulance Service, when providing EMS Response pursuant to this Agreement.
7. That the definitions of "Basic Life Support", "Advanced Life Support", "Emergency Medical Technician-1 or EMT-1", and "Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic" set forth in Article III of this Memorandum of Agreement are intended to be applicable to prehospital emergency medical personnel who are certified to operate as such in County by the State and County authorized service agency known as Mountain Valley Emergency Medical Services Agency, and not to Park EMS personnel, who are certified to operate as such under federal authority.
8. That NPS may engage in cost recovery for emergency medical services provided and/or mileage transported when providing EMS Response, in the Automatic and Mutual Aid Response Areas, in accordance with NPS and Park policies.
9. That the Period of Performance of this agreement is July 1, 2017 through June 30, 2022, and that, pursuant to Article II, paragraph B.2 of this Memorandum of Agreement, NPS will invoice County according to the following schedule:
 - a. By June 15, 2018, an invoice by NPS for \$10,000
 - b. By June 15, 2019, an invoice by NPS for \$10,000
 - c. By May 1, 2020, an invoice by NPS for \$15,000
 - d. By May 1, 2021, an invoice by NPS for \$15,000
 - e. By May 1, 2022, an invoice by NPS for \$15,000

Total amount for this agreement is \$65,000.

Article III. Definitions

1. Automatic Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS Response without any requirement for a Mutual Aid Response.

2. Mutual Aid Response Area(s) – geographic area(s) identified in Article II, Paragraph A.1 of this Agreement to which Park will provide an EMS Response upon Park’s receipt of County’s request for mutual aid.
3. Emergency Medical Service (EMS) Response – the provision of emergency medical services using Park assets pursuant to this Agreement. Specifically, when dispatched by Yosemite National Park Emergency Communication Center, “EMS Response” means Park’s direction of at least one (1) EMS provider credentialed by Yosemite National Park and at least one (1) ambulance to an emergency scene within the designated Response Area.
4. Parkmedic – an NPS EMS provider position/title unique to the NPS. Parkmedics are prehospital providers who operate under an expanded scope of practice of an EMT-Basic and can also use an expanded set of drugs and procedural skill set, uniquely tailored to NPS needs. Definition of the Parkmedic Scope of Practice, which has been provided by Park to County, is set forth in Park’s Emergency Medical Services Patient Treatment Guidelines.
5. Yosemite Medical Advisor – Yosemite National Park’s designated physician who has medical oversight over the Park’s EMS program.
6. Minimum Level of Staffing – the minimum number and type of personnel necessary to provide an EMS Response and is, for any NPS ambulance providing EMS Response pursuant to this Memorandum of Agreement, one Emergency Medical Technician (EMT-Basic) and one driver trained in emergency vehicle operations.
7. County Ambulance – an ambulance operating in Mariposa County under an authority granted by Mariposa County.
8. Yosemite Emergency Communication Center – Yosemite National Park’s dispatch center, located at the El Portal Maintenance Facility.
9. Park Medical Control – Yosemite National Park’s designated medical professional who provides on-line direction to Park EMS personnel.
10. Basic Life Support (BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available (Health & Safety Code Division 2.5 § 1797.60).
11. Advanced Life Support (ALS) means special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation,

advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital (Health & Safety Code Division 2.5 § 1797.52).

12. Emergency Medical Technician-1 or EMT-1 means an individual trained in all facets of basic life support according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) and who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.80).
13. Emergency Medical Technician-Paramedic, EMT-P, paramedic or mobile intensive care paramedic means an individual whose scope of practice to provide advanced life support is according to standards prescribed by Health & Safety Code (Statute) and California Code of Regulations (CCR) who has a valid certificate issued pursuant to Statute and CCR (Health & Safety Code Division 2.5 § 1797.84).

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. Key Officials

For the Park:

- (a) Superintendent – Yosemite National Park
Michael T. Reynolds, Superintendent
- (b) Technical Advisor – Yosemite National Park
Kevin Killian, Chief Ranger

For the County:

Chairman, Board of Supervisors
5100 Bullion Street
Mariposa, CA 95338
E-mail:
Phone: (209) 966-3222

Article V. Modification

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

Article VI. Termination

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

Article VII. 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. 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.

ARTICLE VII. SIGNATURES

YOSEMITE NATIONAL PARK

By Michael T. Reynolds
Michael T. Reynolds, Superintendent

Date 5/31/18

COUNTY OF MARIPOSA

By Rosemarie Smallcombe
Rosemarie Smallcombe, Board of Supervisors Chair

Date 6/19/18

Approved as to Form

Stacy W. Dahlen
County Counsel