



Alameda County Fire Department

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AGENDA ___ **March 22, 2022**

WILLIAM L. McDONALD
Fire Chief

March 7, 2022

SERVING:

- City of Dublin
- City of Emeryville
- City of Newark
- City of San Leandro
- City of Union City
- Lawrence Berkeley National Laboratory
- Lawrence Livermore National Laboratory
- Unincorporated Areas of Alameda County
- Alameda County Regional Emergency Communications Center
"Accredited Center of Excellence"

The Honorable Board of Directors
County Administration Building
1221 Oak Street
Oakland, California 94612

SUBJECT: APPROVAL OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA COUNTY FIRE DEPARTMENT AND FALCK NORTHERN CALIFORNIA CORP. FOR TEMPORARY AMBULANCE STAFFING

Dear Directors:

RECOMMENDATION:

- A. Approve the Memorandum of Understanding ("MOU") Dated 3/22/2022, between the Alameda County Fire Department ("ACFD") and Falck Northern California Corp. ("Falck") (Principal: Yann Hedoux, Location: San Leandro) for ACFD to provide temporary emergency staffing assistance beginning on 3/27/2022 through 6/25/2022 for approximately \$655,200;
- B. Authorize the Fire Chief to execute the Memorandum of Understanding, subject to review and approval as to form by County Counsel and submit an executed copy of the Memorandum of Understanding to the Clerk of the Board for filing.

SUMMARY/DISCUSSION:

Falck Northern California Corp. ("Falck") is requesting staffing assistance from ACFD in order to provide additional ambulances into the Emergency Medical Services Response System and increase the available capacity of the EMS System.

Falck is a contracted provider of Advanced Life Support Ambulance transportation services in Alameda County.

The Honorable Board of Directors

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Due to the various negative impacts related to staffing shortages and extended hospital patient transfer wait times, Falck desires to work with local stakeholders to ensure the best possible service to patients within the Alameda County Exclusive Operating Area (EOA). Falck is requesting staffing assistance from ACFD in order to provide more ambulances in-service to help ensure acceptable ambulance response and arrival times, and increase the available capacity of ambulances in the EMS System.

To help ensure the safety of patients within the EOA, both ACFD and Falck desire to set forth the parameters under which Falck can request ACFD personnel to upstaff additional ambulances into the 911 system.

Falck shall provide weekly advance payment for the cost of ACFD's services based on staffing two ambulances, with two ACFD employees each, per 24-hour shift. The advance payment shall be \$51,000 weekly (\$3,600 per 24-hour shift for each ambulance, based on dispatching two ambulances, plus \$600 to account for any unanticipated hours in excess of 24 per shift). ACFD will periodically credit the weekly invoices or otherwise "true up" the actual costs in the event the \$600 overage is not incurred. The term of the agreement is a maximum of three months, beginning on 3/27/2022 through 6/25/2022.

Staff recommends that the Board authorize the Fire Chief to execute the Memorandum of Understanding, subject to review and approval as to form by County Counsel and submit an executed copy of the Memorandum of Understanding to the Clerk of the Board for filing.

FINANCING:

There is no financial impact to the County General Fund, or ACFD, resulting from this Memorandum of Understanding.

VISION 2026:

Approval of the Memorandum of Understanding would meet the 10x goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities** and **Thriving and Resilient Population**.

Sincerely,



William L. McDonald
Fire Chief

Attachment

Memorandum of Understanding

This Memorandum of Understanding (“**MOU**”) dated March 22, 2022 (the “Effective Date”), sets forth the terms agreed upon by and between the **Alameda County Fire Department** (“**ACFD**”) and **Falck Northern California Corp.** (“**Falck**”). Each of ACFD and Falck shall be referred to herein as a “**Party**” and collectively, the “**Parties**”.

RECITALS

The ACFD is a Special District fire department with EMS personnel licensed in the State of California and the County of Alameda (the “County”).

Falck is a contracted provider of Advanced Life Support Ambulance transportation services in the County of Alameda, California

Due to the various negative impacts related to staffing shortages and extended hospital offload wait times, Falck desires to work with local stakeholders to ensure the best possible service to patients within the EOA. Falck is requesting staffing assistance from ACFD in order to provide more ambulances in-service and increase the available capacity of the EMS System.

To help ensure the safety of patients within the Exclusive Operating Area (EOA), each of ACFD and Falck desire to set forth the parameters under which ACFD will staff ambulances into the 911 system.

ACFD acknowledges Quick Response Vehicle (QRV) response to Priority 1, 2, 3 medical incidents when Falck BLS ambulance is dispatched, however ACFD retains the authority and responsibility to respond as a first responder ALS resource to reported medical emergencies within County of Alameda.

AGREEMENT

1. Each of the Parties acknowledges and agrees:
 - A. ACFD will staff two 24-hour ambulances each day during the term of this agreement, assigned to an identified ACFD fire station in Battalion 2 (Castro Valley, unincorporated Ashland/Cherryland/San Lorenzo) and Battalion 4 (San Leandro/Emeryville).
 - B. ACFD Staffed ambulances will be dispatched to a Priority 1, 2, 3 (pre-categorized as Priority Medical Dispatch Category high acuity delta, echo) emergency medical incident primarily within the assigned battalion whenever available for service as the primary ambulance response unit. Fire Department staffed ambulance may also respond as a primary dispatch unit to a Priority 1, 2 (pre-categorized as Priority Medical Dispatch Category high acuity delta, echo) in an adjacent ACFD battalion, at the sole discretion of ACFD.

- C. ACRECC will dispatch an ACFD staffed ambulance to a Priority 1, 2 or 3 medical aid incident in place of a BLS ambulance resource to an address within the assigned battalion when available for service.
- D. When requested by Falck, ACFD staffed ambulances will be dispatched to emergency medical incidents primarily within the assigned battalion whenever such ambulances are available for service as the primary ambulance response unit.
- E. ACFD will document the care provided to the patient(s) along with patient demographic/billing information in ESO and make all such records available to Falck.
- F. ACFD will provide staffing within its respective areas of responsibilities/battalions to add ambulance capacity. ACFD staffed ambulances provided by Falck would not be integrated into the EOA deployment system outside of the assigned battalions and they would be assigned at identified fire stations.

2. Falck will provide:

- A. An insured ambulance(s) licensed in the State of California and permitted in Alameda County.
- B. The ambulance(s) will be initially fueled, equipped, and stocked according to Alameda County standards. Falck will provide sufficient training to ACFD staff regarding necessary and appropriate ambulance operation and safety.
- C. ePCR system for documentation of patient care (ESO). Falck will provide sufficient training to ACFD staff regarding the collection and recording of patient medical and billing information.
- D. Billing services for all calls requiring revenue cycle engagement.

3. ACFD will provide:

- A. 2 California licensed and credentialed EMS personnel per ambulance, one of which is an Alameda County credentialed paramedic.
- B. Re-stocking of medical supplies
- C. Controlled substances and narcotic control system
- D. Re-fueling of dedicated ambulance
- E. Fully completed ePCRs suitable for billing to Falck by the end of each shift
- F. A list of personnel and certification numbers that may be staffing the ambulance (required for billing purposes)
- G. Responsibility for any lost or damaged vehicles or equipment. ACFD shall not be responsible for normal wear and tear for an ambulance vehicle. Falck shall be responsible for conducting an inspection of the vehicles and equipment prior to ACFD's and following ACFD's return of the vehicles and equipment. ACFD will not be responsible for any damage unless Falck can demonstrate that the damage did not exist at the time ACFD took possession.
- H. Turnout time 90 seconds or less (from the time the personnel on ambulance receive dispatch call to their en route time, i.e., the time they begin responding to call) to help provide acceptable response times.

4. The ACFD-staffed ambulances will be used to respond to 911 calls as dispatched by ACRECC according to priority level in assigned battalion. These ambulances will be dedicated to the assigned battalion and will not routinely be dispatched outside of their battalion. Falck ambulances will not be routinely co-dispatched unless needed for additional support.
5. Falck shall provide seven days payment in advance for the cost of ACFD's services, on a weekly basis. The advance payment shall be \$51,000 weekly (\$3,600 for per 24-hour shift for each ambulance for two ambulances, plus \$600 to account for any unanticipated hours in excess of 24 per shift). ACFD shall have no obligation to provide ambulance staffing services for any shift for which payment has not been received in advance. ACFD shall provide weekly invoice by email (ap.fncalameda@falck.com) in the amount of \$51,000 to Falck every Monday for the personnel costs for the following week. Falck shall wire payment to ACFD's bank account as specified in the invoice by Thursday of the same week. The services covered by the weekly payment shall commence after the weekly payment is received (i.e., the Monday following the Thursday the payment is received). ACFD will periodically credit the weekly invoices or otherwise "true up" in the event the \$600 overage is not incurred.
6. Falck shall pay ACFD for all costs ACFD incurs for maintenance and supplies required to operate each ambulance. ACFD will invoice Falck for all required maintenance and supplies (e.g., medical supplies, fuel). Falck shall pay these invoices within 30 days of receipt.
7. Each of the Parties intends for this MOU to be enforceable and binding.
8. ACFD agrees to comply with state statutes as such apply to the provision of Worker's Compensation insurance for all ACFD employees providing services. Any termination, modification, or alteration in said coverage or status shall be communicated to Falck within seven (7) days of such action.
9. ACFD agrees to maintain General/Professional Liability insurance with limits of \$1MM in primary layer and \$1MM in Umbrella for any medically licensed personnel providing services pursuant to this MOU. Such policy or policies shall apply as primary insurance and be noncontributory in the event of an occurrence caused in whole or in part, by ACFD's acts or omissions, or the acts or omissions of those acting on ACFD's behalf which may occur during the performance of the services set forth in this MOU. Any termination, modification, or alteration in said coverage or status shall be communicated to Falck within seven (7) days of such action.
10. Each of the Parties hereby agrees to indemnify and defend the other Party against and from any claims or damages arising out of such indemnifying Party's breach of this MOU. Additionally, ACFD agrees to indemnify Falck and its subsidiaries, against the negligent acts of ACFD's employees acting within the scope of their employment.

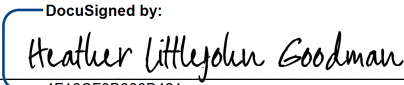
11. This MOU shall be governed by the substantive laws of the State of California without regard to conflict of law principles. Each party hereby submits to the exclusive jurisdiction of the state and federal courts located in Alameda County, California.
12. This MOU shall commence on March 27, 2022 and continue through June 25, 2022. Either Party may terminate this MOU upon 10 days written notice to the other Party.

Alameda County Fire Department

Falck Northern California Corp.

Name:
Title: Fire Chief

Approved as to form:
Donna R. Ziegler, County Counsel

By: 

Heather Littlejohn Goodman
Deputy County Counsel

DocuSigned by:


Name: Yann Hedoux
Title: CEO

DocuSigned by:


Name: Mira Nielsen
Title: CFO