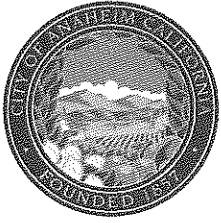


					UC		
				Base	Irvine		
				Hospital	Medical		
3	3/12/2014 14:32	Shelley	Brukman	Coordinator	Center	Orange	sbrukman@uci.edu

On page 208, there are a couple of corrections: UCI provides comprehensive emergency services. UCI is a burn center



City of Anaheim
OFFICE OF THE CITY ATTORNEY

March 13, 2014

Tammi McConnell, RN, MSN
Administrator
Orange County EMS
405 W. Fifth Street, Suite 301A
Santa Ana, CA 92701

Re: 2014 Emergency Medical Services System Plan:
Comments of City of Anaheim

Dear Ms. McConnell:

Discussed herein, please find the City of Anaheim's written comments ("Comments") to the proposed revisions to the 2014 Emergency Medical Services System Plan (EMS Plan). While the Comments address specific concerns regarding the System Plan, each of the Comments relates to the failure of the System Plan to recognize the relationship between *Health and Safety Code* § 1797.201 ("Section 201"), which protects the rights of cities and fire districts to administer their pre-hospital Emergency Medical Service operations, and *Health and Safety Code* § 1797.224 ("Section 224"), which discusses how a Local Emergency Medical Services Agency ("LEMSA") may create exclusive operating areas ("EOA").

Specifically, in 1980 the state legislature passed the comprehensive "Emergency Medical Services System and the Pre-hospital Emergency Medical Care Personnel Act" ("EMS Act"), codified into the Health and Safety Code, to govern nearly every aspect of the statewide EMS system, at the state, county and local levels. Section 201, was enacted as part of the EMS Act, to protect the right of cities and fire districts to continue the administration of their pre hospital EMS. Section 201 stipulates that until such time as a city or fire district voluntarily requests to enter into a contract with a LEMSAs (such as OCEMS) regarding the provision of pre-hospital care services, the city or fire district will retain its administrative authority over these services. Also, there is no statutory deadline imposed for requesting or reaching an agreement. The statute reads as follows:

Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of prehospital emergency medical services for that city or fire district. Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts . . .

The plain wording of Section 201 allows cities and fire districts to continue to contract for or provide their own ambulance and other services if they have not entered into an agreement with the LEMSA. As noted in *San Bernardino v. City of San Bernardino* (1997) 15 Cal.4th 909, 922, the decision to enter into an agreement is voluntary, and there is no statutory deadline imposed for requesting or reaching such agreement.

Health and Safety Code § 1797.224 was added, along with other revisions to the EMS Act, later in response to certain developments in anti-trust law. While it gives the State EMSA some authority to approve EOAs designated by LEMSAs, and discusses some parameters for doing so, it expressly notes that "Nothing in this section supersedes Section 1797.201."

The City of Anaheim's interpretation of Section 201 is further supported the California Supreme Court's opinion in *Valley Medical Transp. v. Apple Valley Fire Prot. Dist.* (1998) 17 Cal. 4th 747, 759, wherein the Court stated that: "[T]he ability to create EOA's in Section 1797.224 is made expressly subject to 1797.201, and therefore would not permit a county or EMS agency to unilaterally displace a city or fire district continuing to operate emergency medical services."

Similarly, the California Supreme Court also explained in *County of San Bernardino v. City of San Bernardino* (1997) 15 Cal.4th 909, 917 that: Section 224 and its companion sections (1797.6 and 1797.85) were added to the EMS Act "for the purpose of authorizing local EMS agencies to grant exclusive operating

areas to private EMS providers, such as ambulance companies.” However, it also held that “. . . [A] local EMS agency's ability to create EOA's may not supplant the cities' or fire districts' ability to continue to control EMS operations over which they have historically exercised control.” *Id.*, at 932.

In the current draft of the EMS plan, it appears that OCEMS is feeling pressured by the State revise its EOAs and operating areas. It appears that OCEMS plans to move to regional operating areas. The draft EMS Plan is far from clear, but nevertheless suggests in several sections and in Appendix C that there is a Phase 2 as early as 2019 in which OCEMS and the state EMSA would contemplate violating Anaheim's (and other Cities') Section 201 rights by purporting to take administrative control of the City's Pre Hospital EMS operating area in order to regionalize it with other cities. Neither OCEMS nor the state has the authority to take this action.

The draft EMS Plan also purports to list Anaheim as a non-exclusive operating area. To the City's knowledge, this would be the first occasion an EMS Plan has not listed Anaheim as an Exclusive Operating Area. The City has not been given notice of that the EMS Plan would change this designation. OCEMS does not have authority to change Anaheim's designation since it is a Section 201 City.

The draft EMS Plan repeatedly mentions the case of *County of Butte v. California Emergency Medical Services Authority, Inc.* (2010) 187 Cal.App.4th 1175 as the authority for exerting more authority over EOAs. However, the *County of Butte* case never addresses Section 201 rights, so it never addresses the interplay of Section 224 with Section 201. Moreover, *County of Butte, supra*, is only the opinion of a lower level Court of Appeal. As such, it could not—as a matter of law—overrule the holdings of the California Supreme Court in *Valley Medical Transp, supra*, and *County of San Bernardino, supra*, which expressly held a LEMSA cannot displace or supplant the EMS operations or authority over the same of a City with Section 201 rights. *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 455 (courts of lower jurisdiction required to follow opinions of higher courts, even if they disagree).

Based on the foregoing, the City of Anaheim submits that cities and fire districts who provided or contracted for Emergency Medical Services on or before June 1, 1980 (prior to when the 1980 EMS Act took effect), can continue their preexisting services in perpetuity, without interruption, until such time as they voluntarily

choose to enter into an agreement with a LEMSA. While a LEMSA may create EOAs over areas subject to its administrative control, a LEMSA cannot legally take actions that would infringe upon rights retained by the City pursuant to Section 201, including by purporting to designate such a City as a non-exclusive operating area, or by attempting to merge such a City with other operating areas.

In sum, the City of Anaheim requests that the EMS Plan be revised as follows:

- In the discussion under Standards 1.28, 4.01, 4.19, 4.20 and 4.22, the Plan should include a discussion as to Cities with retained Section 201 rights. The section should be revised to expressly note that OCEMS only conducts RFP's for cities or service areas that do not have retained Section 201 rights. The "transition" and "reconfiguration" described in the section, it should be noted, only applies to those cities and service areas.
- The discussion under Standards 1.28, 4.01, 4.19, 4.20 and 4.22 should also be revised to state that cities, including Anaheim, which have never ceded their Section 201 rights to OCEMS qualify as Exclusive Operating Areas without requiring an RFP. Section 224 makes this clear "Nothing in this section supersedes Section 1797.201." The language should be revised to note that the proposed "EOA system re-design" and "EOA ...compliance standards" will not supersede the retained rights of Section 201 Cities.
- The Plan should recognize Anaheim and all other cities and service districts with retained Section 201 rights, and who utilize only one provider as Exclusive Operating Areas. They should not be listed as merely Operating Areas. As such, the Ambulance Zone Summary Form should be revised to recognize that Anaheim is an Exclusive Operating Area.
- The Chart titled "Phase 2: City Administered Areas: Non Exclusive" should be deleted entirely from "Appendix B: Exclusive Operating Area Transition Plan." The inclusion of these Cities, including Anaheim, improperly suggests that OCEMS intends to exert administrative control over pre-hospital medical

Orange County EMS
RE: 2014 Emergency Medical Services Plan
March 13, 2014

care within these Cities notwithstanding their retained Section 201 rights. OCEMS does not have the legal authority to do so.

The City of Anaheim appreciates your time and consideration. If you have any questions, please do not hesitate to contact me at (714) 765-5169.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Tyson', with a long horizontal flourish extending to the right.

Robert J. Tyson
Deputy City Attorney

cc: Randy Bruegman, Anaheim Fire Chief

100678

					Chief Operating Officer	Emergency Ambulance Service, Inc.	Brea	714-729-1227
9	3/15/2014 19:24	Complete	Chad chaddruten@emergencyambulance.com	Druten				

Thank you in advance for your consideration of each of the following suggestions or requests.

1. Please reference page 82 - Emergency Ambulance Service, Inc. (or EAS) suggests that you amend this record. We believe that the information is incorrect. We recommend that the information be changed to read either "Zone 2" or "EOA 2.
2. Please reference page 140 - In April 2011, the Yorba Linda city council voted to discontinue services from Brea Police and entered into a five-year contract with the Orange County Sheriff's Dept. Services with Brea Police ended at midnight on January 5, 2013.
3. Please reference page 153 - EAS respectfully requests that you amend this record concerning our organization. We request that our company name be changed to read "Emergency Ambulance Service, Inc." We also request that you amend this record concerning our organizations contract status. EAS does have a written contract - the same as the other 911 transport providers. We request that the "Yes" box under Written Contract be checked. In addition, we ask that you check the CCT box. EAS is a CCT provider.
4. Please reference page 222 - EAS respectfully requests that you amend this record concerning our organization. The information contained on the page is incorrect. We request that the our companys name be changed to read "Emergency Ambulance Service, Inc." In addition, we request that the dates be changed to read "1978." EAS began serving the City of Brea on 12/6/1978.
5. Please reference page 237 - EAS respectfully requests that you amend this record concerning our organization. The information on the page is not correct. We request that our company's name be changed to read "Emergency Ambulance Service, Inc." throughout. 6. Please reference page 246 - EAS requests that you amend this record concerning our organization. The information contained on the page is not correct. We request that our company's name be changed to read "Emergency Ambulance Service, Inc." throughout. In addition, we request that the number of years be changed to read "26." EAS has been the 911-transport provider for Yorba Linda since 1987.

Emergency Ambulance Service, Inc. Survey-Comments on the 2014 EMS Plan

Thank you in advance for your consideration of each of the following suggestions or requests.

1. Please reference page 82 - Emergency Ambulance Service, Inc. (or EAS) suggests that you amend this record. We believe that the information is incorrect. We recommend that the information be changed to read either "Zone 2" or "EOA 2."
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3/19/2014 16:10 Erik

Weigand

Table on Page 256 has incorrect provider listed for EOA-10 Irvine.



CITY OF FOUNTAIN VALLEY FIRE DEPARTMENT

(714) 593-4436 Office

(714) 593-4508 Fax

10200 Slater Avenue, Fountain Valley, CA 92708

March 20, 2014

Dr. Samuel Stratton
County of Orange Health Care Agency
405 West Fifth Street, Suite 301A
Santa Ana, California 92701

Re: Orange County Emergency Medical Services System Plan

Dear Dr. Stratton:

We join with the other cities that have written to you on this subject. We believe the City of Anaheim letter best captures our position, and we join in it.

We specifically do not understand why .201 rights are not discussed in the same Plan along with your “.224” analysis. You have obviously chosen to focus on .224 without addressing the .201 rights within cities and the provisions of .224 that state that those rights do not abrogate those provided in .201.

We realize that you might not have been able to analyze and report on what the .201 rights are within individual cities, but it would have been helpful and less confrontational if information was provided about .201 rights and how the County EMS interpreted the statutory integration of those respective rights.

Sincerely,

Tony Coppolino
Fire Chief



NEWPORT BEACH FIRE DEPARTMENT

P.O. Box 1768, 3300 NEWPORT BLVD., NEWPORT BEACH, CA 92658-8915

PHONE: (949) 644-3104 FAX: (949) 644-3120 WEB: www.nbfd.net

SCOTT L. POSTER
Fire Chief

March 20, 2014

Tammi McConnell, RN, MSN
EMS Program Administrator
Orange County Emergency Medical Services
405 W. Fifth Street, Suite 301A
Santa Ana, California 92701

**SUBJECT: NEWPORT BEACH FIRE DEPARTMENT RESPONSE TO THE 2014
EMS PLAN**

Dear Ms. McConnell:

The City of Newport Beach ("City") has reviewed the proposed Orange County EMS Plan 2014 ("EMS Plan") and, after consulting with the City Attorney's Office, has prepared the following response. While we are in full support of OCEMS submitting an updated EMS Plan to the State EMS Authority for approval, there were some items that were repeatedly mentioned throughout the plan that are of major concern. We appreciate this opportunity for providing comments and recommendations.

On Standard 1.24 (Page 34), the following statement is provided:

"Other providers have declined the opportunity to sign agreements with OCEMS as they believe such an action will jeopardize potential exclusive operating claims based on H & S Code, Div. 2.5, sec. 1797.201."

While it appears that OCEMS recognizes the significance of the fire departments providing 9-1-1 ALS response and transport services entering into agreements with the local EMS agency (LEMSA), there are several objectives that specifically refer to such written agreements:

Standard 1.24, Objective 1.24.1 (Page 34):

"By year end 2015, require written agreements with public safety agencies to include compliance standards for system operations, clinical care and EOA system."

Standard 4.02, Objective 4.02.2 (Page 63); Standard 4.18, Objective 4.18.04 (Page 79); Standard 4.19, Objective 4.19.3 (Page 80); and Standard 4.21, Objective 4.21.1 (Page 83):

"By year end 2015, propose written agreements with transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures."

We are recommending that these objectives be eliminated or, at a minimum, revised to note that these objectives are not intended to require cities with "201 rights" to enter into a contractual agreement for the provision of pre-hospital emergency medical services. As you know, Section 1797.201 provides that requests to enter into an agreement must be initiated by a city or fire district and there is no deadline for a city or fire district to make this request. The statute reads as follows:

"Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of prehospital emergency medical services for that city or fire district. Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts..."

The impetus for written agreements between service providers and the LEMSA appear to be the need to "promote compliance to system standards, medical control directives and EOA procedures" as mentioned previously. Fire departments in Orange County have been fully integrated into the EMS system, evidenced by the fact that they have been the sole source of 9-1-1 ALS first responders for decades, without the existence of contractual agreements. OCEMS also acknowledges that the county's ALS providers currently "adhere to OCEMS medical control policies and procedures" as cited under Standard 1.24 (Page 34).

There are also several objectives that propose major revisions to Ambulance Ordinance No. 3517. Specifically, Standard 4.01, Objective 4.01.2 (Page 62); Standard 4.02, Objective 4.02.1 (Page 63); and Standard 4.18, Objective 4.18.02 (Page 79) provide the following:

"By year end 2015, propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures."

The rationale cited in these various standards for the major revision to the Ambulance Ordinance is because the current one is not meeting the local needs for optimal system coordination. There is also mention that public safety agencies are exempted by Ordinance, but voluntarily adhere to the Ambulance Ordinance in areas pertaining to system operations. Even though OCEMS acknowledges that the fire departments are voluntarily complying with operational policies, without contractual agreements, one intended goal of the revised Ambulance Ordinance is to "replace any other local ambulance regulatory programs within the EMS area." The "Phase 2" table on page 257 suggests that "non-exclusive" cities, such as the City of Newport Beach, may have different operational boundaries or a different "exclusivity" designation assigned in 2019.

As it is explained in the EMS Plan, "exclusivity" is defined by H & S Code, Div. 2.5, sec. 1797.224 ("Section 224"), which gives the State EMSA some authority to approve EOAs designated by LEMSAs. Section 224 expressly notes that "Nothing in this section supersedes Section 1797.201."

The California Supreme Court further explained in *County of San Bernardino v. City of San Bernardino* (1997) 15 Cal. 4th 909, 917 that Section 224 and its companion sections (1797.6 and 1797.85) were added to the H & SC statute "for the purpose of authorizing local EMS agencies to grant exclusive operating areas to private EMS providers, such as ambulance companies." It also held that "...[A] local EMS agency's ability to create EOA's may not supplant the cities' or fire districts' ability to continue to control EMS operations over which they have historically exercised control."

Similarly, the California Supreme Court also explained in *Valley Medical Transp. v. Apple Valley Fire Prot. Dist.* (1998) 17 Cal. 4th 747, 759, that "[T]he ability to create EOA's in Section 1797.224 is made expressly subject to 1797.201, and therefore would not permit a county or EMS agency to unilaterally displace a city or fire district continuing to operate emergency medical services."

Based on the aforementioned statute and court decisions, it is unclear to the City why OCEMS or the State EMS Authority would consider taking over administrative control of the City's prehospital emergency medical services when neither agency has the authority to do so. We recommend that any objectives proposing changes to operational boundaries or "exclusivity" designation be eliminated or, at a minimum, revised to note that these objectives are not intended to take over a city's or fire district's administrative control of emergency medical services until such time that a city or fire district requests to enter into an agreement with the LEMSA.

In addition, the City recommends that the EMS Plan be revised as follows:

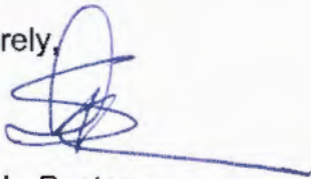
- Standards 1.28, 4.01, 4.19, 4.20, and 4.22: The EMS Plan should be revised to clearly note the retained "201 rights" of applicable cities even in light of the designation of "non-exclusive" as defined in Section 224. These standards should

expressly note that OCEMS only conducts RFPs for cities or operational areas that do not have retained "201 rights".

- Standards 1.28, 4.01, 4.19, 4.20, and 4.22: The EMS Plan should be revised to note that the proposed "EOA system re-design" and "EOA ...compliance standards" will not supersede the retained "201 rights" of applicable cities.
- The EMS Plan, Table 8: Resource Directory for Newport Beach Fire Department: The table appears to be listing the levels of service for each provider. The City requests that the following levels of service be reflected: Transport, Non-transport, ALS, BLS, 9-1-1, Ground, and Water.

The City of Newport Beach appreciates this opportunity for submitting comments and recommendations. Thank you for your consideration. If you have any questions or concerns, please contact me at (949) 644-3101 or sposter@nbfd.net.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott L. Poster', with a long horizontal line extending to the right.

Scott L. Poster
Fire Chief

- c: Aaron Harp, City Attorney
Cathy Ord, EMS Section Chief
- cc: Dr. Howard Backer, EMSA Director
Daniel R. Smiley, Chief Deputy Director



RICHARDS | WATSON | GERSHON

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(1916–1988)

GLENN R. WATSON
(1917–2010)

HARRY L. GERSHON
(1922–2007)

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TELEPHONE 213.626.8484

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TELEPHONE 415.421.8484

TEMECULA OFFICE
TELEPHONE 951.695.2373

March 19, 2014

Tammi McConnell, RN, MSN
Administrator
Orange County EMS
405 W. Fifth Street, Suite 301A
Santa Ana, California 92701

Re: 2014 Emergency Medical Services System Plan: Comments of City of Brea

Dear Ms. McConnell:

The City of Brea offers these observations on the proposed revisions to the 2014 Emergency Medical Services System Plan (Plan), all of which relate to the Plan ignoring the relationship between Health and Safety Code section 1797.201 (“Section 201”) and Health and Safety Code section 1797.224 (“Section 224”).

In 1980 the legislature passed the “Emergency Medical Services System and the Pre-hospital Emergency Medical Care Personnel Act” (“EMS Act”) in order to govern the statewide EMS system. Section 201 was enacted as part of the EMS Act. That section preserves the authority of cities to continue to operate pre-hospital EMS. Pursuant to Section 201, until a city or fire district requests to enter into a contract with a LEMSA to provide pre-hospital care services, the city retains exclusive authority over these services.

Section 201 states:

“Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of prehospital emergency medical services for that city or fire district. Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts...”

Tammi McConnell, RN, MSN
March 19, 2014
Page 2

See also *County of San Bernardino v. City of San Bernardino* (1997) 15 Cal.4th 909, 922, in which the Supreme Court makes it clear that a city's decision to contract away its section 201 rights must be voluntary and there is no statutory deadline imposed in which this must be done.

County of San Bernardino v. City of San Bernardino also stated that Section 224 and its companion sections (1797.6 and 1797.85) were added to the EMS Act "for the purpose of authorizing local EMS agencies to grant exclusive operating areas to private EMS providers, such as ambulance companies." However, it also held that "...[A] local EMS agency's ability to create EOA's may not supplant the cities' or fire districts' ability to continue to control EMS operations over which they have historically exercised control." *Id.*, at 932.

The current draft of the Plan indicates that OCEMS and the state EMSA contemplate interfering with Brea's administration of services under Section 201 by purporting to grasp administrative control of the City's Pre-hospital EMS operating area. You have no legal basis to do so.

The draft Plan should be revised in accordance with the points made in this letter to avoid ignoring and violating Brea's section 201 rights.

Very truly yours,



James L. Markman
City Attorney
City of Brea

cc: Wolfgang Knabe, Brea Fire Chief

OFD Comments on Draft OCEMS EMS Plan 2014

Page #	Text / Standards	Objectives	Question/Comment
1-9	In Section 2, Table 1: Summary of system Status		<p>What do the asterisks signify? They are found throughout all 8 sections of this table.</p> <p>For example 1.07 Trauma Planning, 1.08 ALS Planning, 1.17 Medical Direction, etc.</p>
Page 34	<p>“Other ALS Providers have declined the opportunity to sign agreements with OCEMS as they believe such an action will jeopardize potential exclusive operating claims based on H&S Code, Div. 2.5, sec. 1797.201</p> <p>Goal: “Each local EMS Agency, based on state approval, should, when appropriate, develop exclusive operating areas for ALS providers”</p> <p>“Although all providers adhere to OCEMS medical control policies and procedures, there is a need to pursue agreements with ALS service providers”.</p>	Objective 1.24.1: Merged with objective 4.18.4 – By year end 2015, require written agreements with public safety agencies to include compliance standards for system operations, clinical care and EOA system.	<p>OCEMS has acknowledged that the City of Orange retains their 1797.201 rights. We have never approached OCEMS with a request for OCEMS to assume responsibility for providing EMS service within our jurisdictions. There is no statutory deadline imposed for us to request or reach an agreement with OCEMS or the EMS Authority.</p> <p>It is disingenuous for the County to characterize a written agreement as an “opportunity” for jurisdictions with 1797.201 rights. In fact, the result of an agreement envisioned by the State EMSA would result in the loss of our 1797.201 rights. The State EMS Authority has decided 1797.201 rights were only supposed to be “temporary” rights.</p> <p>We understand the EMS Authority is insisting the LEMSA enter into written agreements and that is where the “need” to pursue agreements originated.</p> <p>We appreciate OCEMS acknowledging that all providers adhere to OCEMS medical control policies and procedures. For decades we have enjoyed a true partnership in Orange County. Stakeholders have worked together to do what is best for the patient/the system and in the process we have developed a system that is the envy of many other counties. We do not understand why the EMS Authority believes a written agreement is necessary as we have built a remarkable system without them.</p>

OFD Comments on Draft OCEMS EMS Plan 2014

<p>Page 38</p>		<p>Objective 1.28.1: By year end 2014, propose an EOA system re-design that formally establishes reconfiguration of boundaries and compliance standards with EOA procedures.</p> <p>Objective 1.28.2: By year end 2015, propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p>	<p>OFD understand the rationale for reconfiguring the 19 OCFA exclusive operating areas into 5 EOA's as presented by OCEMS at the EMS Plan briefing during the March 2014 Facilities Meeting.</p> <p>No details regarding additional plans for phased changes to 1797.201 jurisdictions were provided during that briefing, so we are unable to comment on the phased transition.</p> <p>OFD believes neither OCEMS nor the EMS Authority have statutory authority to make changes to OFD's jurisdiction as long as OFD retains it's 1797.201 rights. We suggest that the appropriate change to the Ambulance Ordinance and EOA Plan in light of 1797.201 rights would be to remove any reference to EOA's or Ambulance zones for cities or districts with 1797.201 rights.</p> <p>We do not believe that we need anti-trust immunity provided by 1797.224 because of other protections provided to municipalities through other government statutes.</p> <p>There is no requirement for OCEMS to establish EOA's. We respectfully suggest that EOA's should only be established for jurisdictions that do not have 1797.201 rights.</p> <p>By not designating EOA's for jurisdictions that have 1797.201 rights, the issues created by the current Ambulance Zone Summary Form are eliminated.</p> <p>These comments also apply to the following pages: 62, 82, 83, 258, 260, 263, 264, 265</p>
<p>Page 39</p>		<p>Objective 2.01.1: Development of educational programs that include patient outcome data will strengthen the overall</p>	<p>We support this objective.</p>

OFD Comments on Draft OCEMS EMS Plan 2014

		curriculum for all EMS providers. The integration of hospital patients outcome data into OC-MEDS will provide the final variable for determining ongoing curriculum needs.	
54 & 55	Public ambulance service providers use 800 MHz radios.		<p>We believe the radio's being referred to are actually Med-10 radio's, not Med-9 radios.</p> <p>OFD & NBFD stopped installing Med 10 radios in public provider ambulances approximately 10 years ago with the full knowledge of OC EMS.</p> <p>We suggest revising sentences under Current Status on both pages to reflect that all "private" ambulances have or are required to have a Med-10 radio.</p>
63	Current Ambulance ordinance is not meeting local needs		<p>What is the evidence that backs up this statement? Is this the basis for consolidating 19 OCFA EOA's into 5?</p> <p>With the very strong emphasis on developing evidence based EMS systems, where is the evidence that backs up the statement that the current ordinance does not meet local needs?</p> <p>Comments for page 38 also apply to page 63.</p>
79	Need(s): Written agreements with all EMS system providers, public and private, would optimize coordination of transported	Objective 4.18.01: Present to the EMS Authority an Orange County EOA Transition Plan that illustrates a phased	<ol style="list-style-type: none"> 1) What part of transport currently provided by public agency ambulances is NOT coordinated with the EMS System or meeting standardized performance criteria? 2) When will details of this "transition" plan be shared with

OFD Comments on Draft OCEMS EMS Plan 2014

	<p>medical patients and standardize performance criteria system wide.</p>	<p>approach to managing significant shifts from the current EOA design.</p> <p>Objective 4.18.02: By year end 2015, propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p> <p>Objective 4.18.03: Update applicable OCEMS P&P to include H&S, Title XXII authorities.</p> <p>Objective 4.18.04: By year end 2015, propose written agreements with all transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures.</p>	<p>stakeholders? We can't comment on something we've been provided no details for.</p> <p>3) Comments from Page 38 also apply to page 79.</p>
80	<p>Immediately transition the conduction of the 2014 FRP</p>	<p>Objectives: 4.19.1: Present to the Authority of an</p>	<p>Are you referring to the EMS Authority or OCFA? The first part of this objective is not clear. We suggest rewording.</p>

OFD Comments on Draft OCEMS EMS Plan 2014

<p>and contract administration for 19 areas to OCEMS. Apply the following methods to attain OCEMS designated exclusivity for emergency ambulance transport.</p> <p>1) OCEMS Administered Area – Exclusivity attained via OCEMS competitive process. The competitive process includes: OCEMS to conduct RFP at periodic intervals following EMSA-approved RFP; Board of Supervisors awards contract; OCEMS administers contract.</p>	<p>Orange County EOA Transition Plan that illustrates a phased approach to managing a substantial shift within the current EOA design.</p>	<p>Comments for page 38 also apply here.</p>
<p>2) Area Administered by City: Exclusivity attained via Grandfathered 1797.224: Existing provider.</p>	<p>Objectives: 4.19.2: By year end 2015, establish an EOA transportation plan based on the emergency needs of all citizens, regardless of ability to pay that continuously adheres to medical standards of care and is in compliance with procedures to ensure state-action immunity from federal anti-trust claims. The plan will include elements required under standards 1.28, 4.01, 4.02, 4.18, 4.19, 4.20, 4.21, and 4.22.</p>	<p>Comments for page 38 also apply here.</p>
<p>3) Area Administered by City: Exclusivity</p>	<p>Objectives: 4.19.3: By year end 2015, propose written agreements with all transport providers, public and private to promote compliance to system standards, medical control directives and EOA</p>	<p>Comments for page 38 also apply here.</p>

OFD Comments on Draft OCEMS EMS Plan 2014

	attained via OCEMS competitive process. The competitive process includes: City to conduct RFP at periodic interval following OCEMS/EMSA approved RFP; City Council awards contract; City administers contract.	procedures.	
82		Objective 4.20.1: By year end 2015, establish an EOA transportation plan based on the emergency needs of all citizens, regardless of ability to pay that continuously adheres to medical standards of care and is in compliance with procedures to ensure state-action immunity from federal anti-trust claims. The plan will include elements required under standards 1.28, 4.01, 4.02, 4.18, 4.19, 4.20, 4.21, and 4.22.	Comments for page 38 also apply to page 82.
83	Need(s): Written		Comments for page 38 also apply to page 83.

OFD Comments on Draft OCEMS EMS Plan 2014

	agreements with all EMS system providers, public and private, are needed to optimize coordination of transported medical patients and standardize performance criteria system wide.		
84	A recommendation will be presented for Board review that will include a five-year transition plan to achieve county wide compliance.	Objective 4.22.1: By year end 2014, propose an EOA system re-design that formally establishes reconfiguration of boundaries and compliance standards with EOA procedures and periodic intervals to re-evaluate the design.	<p>When will details of this “transition” plan be shared with stakeholders?</p> <p>We cannot comment on something until we’ve been provided with details.</p> <p>Comments for page 38 also apply to page 84.</p>
116	<p>Mark I Kits.</p> <p>Haz Mat Response Teams</p>		<p>Current Status refers to Mark I Kits. We believe Mark I kits have been replaced county wide with Duodotes. Even if Mark I kits are still carried in MMRS cache’s, we believe there should be some reference to what most providers are carrying – Duodotes.</p> <p>We believe there are only 4 Haz Mat Response Teams in Orange County. Two within OCFA, one with AFD and one with HBFD.</p>

OFD Comments on Draft OCEMS EMS Plan 2014

125	Options for Casualty Collection Point Communications		<p>We believe these are Med-10 radio's, not Med-9.</p> <p><u>IF</u> fire agencies are involved with CCP's, 800mHz radios should probably be included in the list.</p> <p>We don't believe it is realistic to plan on using Fire Agencies to set up and help run CCP's in the event of a disaster. Fire Agencies will most likely be busy responding to other aspects of the disaster. We also don't believe it is realistic to plan on using fire stations as CCP's due to security concerns and post 9-11 security measures that have been put in place at fire stations.</p> <p>The County plan should only include Fire Agencies who have indicated that they believe they can support assisting with CCP's and have available resources to do so. The plan should make it clear so the public doesn't assume that every fire station will be a CCP, or that every city will have a CCP at a fire station.</p>
143	<p>System Resources – Casualty Collection Points</p> <p>Where are your CCP's located?Fire Stations</p> <p>How are they staffed? Fire Personnel</p>		<p>Please indicate which cities or districts have agreed to provide fire stations and personnel for use as CCP's?</p>
193	City of Orange Fire Department		<p>Why doesn't this form reflect that we provide ALS service?</p> <p>We are asked to submit data for this report every year. Why is it not reflected?</p>

OFD Comments on Draft OCEMS EMS Plan 2014

208	UCI Medical Center		We don't believe the information on this page is accurate – UCI is a burn unit and they provide comprehensive emergency service.
236	EMS Plan Ambulance Zone Summary Form for EOA 16 – City of Orange. Non-Exclusive		<p>Non-Exclusive <u>based on 1797.224</u>. This is an important distinction.</p> <p>1797.224 is subject to 1797.201, “Nothing in this section supersedes section 1797.201”.</p> <p>A 1797.201 city or fire districts retains the right to administrate EMS (including ambulance transportation) within their jurisdiction.</p> <p>We suggest the EMS Plan should remove Ambulance Zone Summary Forms for cities or fire districts who retain their 1797.201 rights. Failing to acknowledge 1797.201 rights in the EMS Plan causes confusion and requires countless hours of staff time re-stating positions that have already been upheld in the courts.</p>
257	Phase 2 City Administered Areas: Non-Exclusive January 2015		<p>Phase 2 of the draft 2014 EMS Plan is not clear.</p> <p>The column labeled 2019 appears to reflect that these CA H&SC 1797.201 cities will have changes made to the OC EMS designation of EOA's by 2019.</p> <p>If the planned changes are intended to take over administrative control of EMS within a 1797.201 city or fire district's jurisdiction, neither OCEMS nor the EMSA has the authority to do so.</p> <p>When will details of this “transition” plan be shared with stakeholders? We can't comment until we have a chance to review the details.</p> <p>Comments for page 38 also apply to page 257.</p>
258	Standard 1.18 – typo.		Believe it should read “in-house” not “in-hours” QI programs.

OFD Comments on Draft OCEMS EMS Plan 2014

258	Standard 1.24 – Develop agreements with ALS Providers – In Progress – Revised Timeframe. Merged with objective 4.18.04		Comments for page 38 also apply to this standard on page 258.
260	Standard 4.20 – Ensure cities use RFP competitive process when changes in emergency transport are desired.		Are we to infer that as long as an Agency or Fire District doesn't want or need to make any changes to their current emergency transport program, there are no concerns about an RFP?
263	<p>Standard 1.24: Enter into written agreements with Transport Providers, public and private to promote compliance to system standards, medical control directives and EOA procedures New objective/Merges 1.24.1; 4.02.2; 4.18.4; 4.19.3; 4.21.1</p> <p>Standard 1.28.1: Propose an EOA system re-design that formally establishes reconfiguration of boundaries and compliance standards with EOA procedures.</p>		Comments for page 38 also apply to page 263.

OFD Comments on Draft OCEMS EMS Plan 2014

	<p>Standard 1.28.2: Propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p> <p>Standard 4.01.1: Propose an EOA system re-design that formally establishes reconfiguration of boundaries and compliance standards with EOA procedures.</p> <p>Standard 4.01.2: Propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p> <p>Standard 4.02.1: Propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p>		
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OFD Comments on Draft OCEMS EMS Plan 2014

<p>264</p>	<p>Standard 4.02.2: Enter into written agreements with all transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures.</p> <p>Standard 4.18.1: Present to the EMS Authority an Orange County EOA Transition Plan that illustrates a phased approach to managing significant shifts from the current EOA design.</p> <p>Standard 4.18.2: Propose a major revision to Ambulance Ordinance No. 3517 to reflect EOA system re-design and compliance standards with EOA procedures.</p> <p>Standard 4.18.3: Update applicable OCEMS P&P to include H&S, Title XXII authorities.</p> <p>Standard 4.18.4: Enter into</p>		<p>Comments for page 38 also apply to page 264</p> <p>When will details of this “transition” plan be shared with stakeholders? We can’t comment until we have a chance to review the details.</p>
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OFD Comments on Draft OCEMS EMS Plan 2014

	<p>written agreements with transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures.</p> <p>Standard 4.19.1: Present to the Authority of an Orange County EOA Transition Plan that illustrates a phased approach to managing substantial shift within the current EOA design.</p> <p>Standard 4.19.2: Establish an EOA transportation plan based on the emergency needs of all citizens, regardless of ability to pay that continuously adheres to medical standards of care and is in compliance with procedures to ensure state-action immunity from federal anti-trust claims. The plan will include elements required under standards 1.28, 4.01, 4.02, 4.18, 4.19, 4.20, 4.21, and 4.22.</p>		<p>When will details of this “transition” plan be shared with stakeholders? We can’t comment until we have a chance to review the details.</p>
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OFD Comments on Draft OCEMS EMS Plan 2014

	Standard 4.19.3: Enter into written agreements with all transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures.		
265	<p>Standard 4.20.1: establish an EOA transportation plan based on the emergency needs of all citizens, regardless of ability to pay that continuously adheres to medical standards of care and is in compliance with procedures to ensure state-action immunity from federal anti-trust claims. The plan will include elements required under standards 1.28, 4.01, 4.02, 4.18, 4.19, 4.20, 4.21, and 4.22.</p> <p>Standard 4.21.1: Enter into written agreements with all transport providers, public and private to promote compliance to system standards, medical control directives and EOA procedures</p>		<p>When will details of this “transition” plan be shared with stakeholders? We can’t comment until we have a chance to review the details.</p> <p>Comments for page 38 also apply to page 265</p>

OFD Comments on Draft OCEMS EMS Plan 2014

	Standard 4.22.1: Propose an EOA system re-design that formally establishes reconfiguration of boundaries and compliance standards with EOA procedures and periodic intervals to re-evaluate the design.		
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March 20, 2014

Samuel Stratton, Medical Director
Orange County EMD
405 W. Fifth Street, Suite 301-A
Santa Ana, CA 92701

RE: 2014 Emergency Medical Services System Plan – Comments of City of Laguna Beach

Dr. Stratton:

As requested, the City of Laguna Beach is providing the following written comments to the proposed revisions to the 2014 Emergency Medical Services (“EMS”) Plan. At the onset, it is fundamentally and vitally important that the County understands and respects the difference between Health and Safety Code section 1797.201 (“Section 201”), which protects the rights of certain cities and fire districts, such as Laguna Beach, to administer their pre-hospital EMS operations and Health and Safety Code section 1797.224 (“Section 224”), which discusses how a Local Emergency Medical Services Agency (“LEMSA”) may create an exclusive operating area.

The proposed 2014 EMS Plan does not adequately address any city’s or fire district’s rights under Section 201. The State has specifically codified that Section 201 cities, such as Laguna Beach, have had and continue to have the unfettered right to administer their pre-hospital EMS systems. The City of Laguna Beach has, since June 1, 1980, provided first responder EMS and paramedic services to our community without interruption. In addition, the City has exercised its right to contract for emergency ambulance services with an ambulance provider, as is allowed by Section 201. As such, the City’s geographic boundaries represent an “exclusive operating area” ***for the City of Laguna Beach***. This fact is nowhere represented or reflected in the proposed 2014 EMS Plan. Furthermore, the proposed 2014 Plan actually falsely states that the City of Laguna Beach does not have exclusivity. This clearly erroneous statement must be corrected.

The City of Laguna Beach also has concerns with the proposed creation of only five exclusive operating zones throughout the County. The geographical change reasonably may have a significant and adverse impact to the City if the surrounding area has a different provider. As stated at the public review session held on March 11, 2014, there is an advantage to a regional approach. The request for proposal that is pending does not consider and take account of the other operating [exclusive] areas that currently exist with the other ten fire departments in the County.

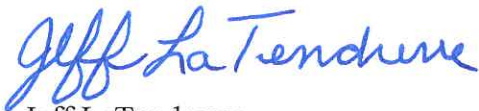


In addition to that the failure of the proposed 2014 EMS Plan to recognize the City of Laguna Beach's rights under Section 201, the following additional corrections should be made to the proposed 2014 EMS Plan:

- Page 34: What is the County looking for in an agreement? The City of Laguna Beach will not give away our clear Section 201 rights as guaranteed by the California Legislature. Is it realistic to establish a goal that all agencies have an agreement by the end of 2015?
- Page 100: The correct phone number for the Laguna Beach Fire Department is 949-497-0700.
- Page 100: What does "Written Contract" mean? Is it the same as an agreement as outlined on page 21? This is not clear.
- Page 100: We believe the City's level of service is a BLS Transporting agency. We contract with a private provider for ambulance and we provide the ALS level of care.
- Page 100: Transporting Agencies: Are you asking the City for this information? Is the review of the proposed 2014 EMS Plan supposed to be that request? At this point, we have not provided with sufficient relevant information as, among other things, we need clarification as to the timeframes you would like addressed.
- Page 195: The contact person for our Dispatch Center is Kristen Berry.
- Page 231: The "Name of Current" provider should be the Laguna Beach Fire Department" pursuant to a contract with Doctors Ambulance Service.
- The statement that "standard is met" is made throughout the entire proposed 2014 EMS Plan. Yet, there still are several areas in which compliance with standards is lacking. These omissions need to be addressed.

Thank you for the opportunity to present these comments and questions. We look forward to the necessary corrections and revisions being made in the next version of the proposed 2014 EMS Plan. Please feel free to contact me if you require any other information at this time.

Sincerely,



Jeff LaTendresse
Fire Chief

Cc: John Pietig, City Manager, City of Laguna Beach



21	3/21/2014 18:33	Tony	Coppolino	Fire Chief	Fountain Valley Fire Department	Fountain Valley	tony.coppolino@fountainvalley.org
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During my review of the EMS plan, I noticed on page 186 that Fountain Valley Fire Department (FVFD) is listed as a BLS service provider. FVFD has delivered ALS EMS service since before 1980. Also, the response time criteria listed on page 66 is a little vague. Further explanation of when the time begins and ends, and the time frame - i.e. 90% for a one year time - would be helpful. Consider using NFPA 1710 response time language and criteria.



Jennifer McGrath
City Attorney

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March 21, 2014

Tammi McConnell, RN, MSNEMS Program Administrator
Orange County Emergency Medical Services
405 W. Fifth Street, Suite 301A
Santa Ana, California 92701

Dear Ms. McConnell:

The City of Huntington Beach ("City") has recently received and reviewed the proposed Orange County EMS Plan 2014 ("EMS Plan"). In response, the City would like the opportunity to provide comments to address concerns regarding inaccuracies in the EMS Plan. First and foremost, the City is concerned that the proposed EMS Plan does not adequately address state law and the City's charter authority to exclusively provide pre-hospital emergency medical services in the City. It appears that either intentionally or otherwise, the EMS Plan does not recognize the relationship between California *Health and Safety Code* § 1797.201 ("Section 201"), which protects the rights of cities and fire districts to administer their pre-hospital Emergency Medical Service operations, and *Health and Safety Code* § 1797.224 ("Section 224"), which discusses how a Local Emergency Medical Services Agency ("LEMSA") may create exclusive operating areas ("EOA").

As you are aware, the City has outlined its position with regards to this issue on numerous occasions, both in meetings and in writing. In 1980, the state legislature passed the comprehensive "Emergency Medical Services System and the Pre-hospital Emergency Medical Care Personnel Act" ("EMS Act"), codified into the *Health and Safety Code*, to govern nearly every aspect of the statewide EMS system, at the state, county and local levels. Section 201 was enacted as part of the EMS Act to protect the right of cities and fire districts to continue the administration of their pre-hospital EMS. Section 201 provides that until such time as a city or fire district voluntarily requests to enter into a contract with a LEMSAs (such as OCEMS) regarding the provision of pre-hospital care services, the city or fire district will retain its administrative authority over these services. Reaching an agreement is voluntary and there is no deadline to request or reach an agreement. The plain language of Section 201 allows cities and fire districts to continue to contract for or provide their own ambulance and other services if they have not entered into an agreement with the LEMSAs.

The confusion over pre-hospital EMS services appears to have arisen over the enactment of Section 224 and how that law interplays with Section 201. Section 224 was added, along with other revisions to the EMS Act, in response to alleged violations of Federal and State anti-trust laws. Section 224 provides that the State EMSA may approve EOAs designated by LEMSAs, and discusses some parameters for doing so. However, the law expressly states that Section 201 is not superseded by Section 224.

The California Supreme Court has consistently held that the ability to create EOA's in Section 1797.224 is made expressly subject to 1797.201, and therefore would not permit a county or EMS agency to unilaterally displace a city or fire district continuing to operate emergency medical services. Local EMS agencies' ability to create EOAs may not supplant the cities' or fire districts' ability to continue to control EMS operations over which they have historically exercised control.

The City of Huntington Beach has historically and continuously, either by contract or directly, provided pre-hospital Emergency Medical Service (EMS) since 1961. As such, under Section 1797.201, it is obligated to continue to "provide for" pre-hospital EMS at not less than the minimum levels which existed on June 1, 1980, either directly or by contract, until a contract is reached with the LEMSA.

The proposed 2014 EMS Plan contains an Ambulance Zone Summary Form that does not make clear that Huntington Beach provides pre-hospital EMS services pursuant to Section 1797.201. The City is, and continues to be, authorized to provide pre-hospital EMS under Section 1797.201. In addition, the 2014 EMS Plan appears to suggest, in several sections and in Appendix C, that there is a Phase 2 as early as 2019 in which OCEMS and the state EMSA would contemplate taking administrative control of the City's pre-hospital EMS operating area in order to regionalize it with other cities. Neither OCEMS nor the state has the authority to take this action.

The draft EMS Plan also continues to list the City of Huntington Beach as a non-exclusive operating area. The City has repeatedly requested the EMS Plan be clarified to reflect Huntington Beach's exclusive operating rights under Section 201 (and by this letter again request the designation be recognized in the Plan).

In sum, the City of Huntington Beach joins other Section 201 cities in requesting clarification to the EMS Plan. Specifically, the City requests the following revisions:

The Ambulance Zone Summary Form should be revised to recognize that Huntington Beach may exclusively provide ambulance service in the City pursuant to Section 201. In addition to the discussion under Standards 1.28, 4.01, and 4.18-21, the Plan should include a discussion as to cities with retained Section 201 rights. The section should be revised to expressly note that OCEMS only conducts RFP's for cities or service areas that do not have retained Section 201 rights; cities, including Huntington Beach, which have never ceded their Section 201 rights to OCEMS, may exclusively operate by virtue of Section 201, without requiring an RFP. The EMS Plan should be revised to note that the proposed "EOA system re-design" and "EOA ... compliance standards" will not supersede the retained rights of Section 201 cities.

Tammi McConnell, RN, MSN
March 21, 2014
Page 3

The Chart titled "Phase 2: City Administered Areas: Non Exclusive" should be deleted entirely from "Appendix B: Exclusive Operating Area Transition Plan" or clarified so that no suggestion is made that OCEMS may exert administrative control over pre-hospital medical service within cities that retained Section 201 rights. Finally, on page 189, there is a box titled Level of Service which indicates the City provides Basic Life Support, 9-1-1, and Transport but does not indicate Advance Life Support (ALS). The Table 8 Resource Directory Huntington Beach should reflect that the City provides ALS in the Level of Service.

In summary, the City is properly discharging our Section 1797.201 pre-hospital EMS obligation to provide emergency ambulance services. Please modify the Plan accordingly

Respectfully,



Michael Vigliotta
Chief Assistant City Attorney

cc: via U:S: mail and email to:
Tammi McConnell, RN, MSN at tmmccConnell@ochca.com
Samuel J: Stratton, MD, MPH at sstratton@ochca.com
Patrick McIntosh, Fire Chief, HBFD



March 17, 2014

Patrick Dibb, *President*
Orange City Fire Department

Randy Bruegman, *V.P.*
Anaheim Fire Department

Keith Richter, *Secretary*
Orange County Fire Authority

David Barlag, *Treasurer*
Garden Grove Fire Department

Wolfgang Knabe
Brea/Fullerton Fire Department

Dan Stefano
Costa Mesa Fire Department

Bill Kolberg
Disneyland Fire Department

Patrick McIntosh
Huntington Beach Fire Department

Tony Coppolino
Fountain Valley Fire Department

Jeffrey LaTendresse
Laguna Beach Fire Department

Scott Poster
Newport Beach Fire Department

Tammi McConnell, RN, MSN
Program Manager, Emergency Medical Services
County of Orange Health Care Agency
405 West 5th Street, Suite 301-A
Santa Ana, California 92701

RE: Orange County Emergency Medical Services System Plan

Ms. McConnell,

Orange County Fire Chiefs Association ("OCFCA") has reviewed the Orange County Emergency Medical Services System Plan which provides that cities within Orange County, with the exception of Brea, do not have the exclusive right to provide basic life emergency ambulance service ("BLS") within their respective jurisdictions. After reviewing this document along with the applicable statutes of the Health & Safety Code, case law and the history of numerous Orange County's fire agencies controlling and/or providing ambulance services within Orange County, we feel compelled to advise you that this classification is incorrect.

As you are well aware, Health & Safety Code sections 1797.224 and 1797.201 are the applicable statutes. It would appear the County has relied on section 1797.224 in choosing this classification. The County has failed to recognize that Health & Safety Code section 1797.201 is controlling in this instance. Any reading of 201 would support the cities' position that they are exclusive operating providers of pre-hospital emergency medical services within Orange County.

Specifically, Section 1797.201 provides that,

"Upon the request of a city... that contracted for or provided, as of June 1, 1980, pre-hospital emergency medical services, a county shall enter into a written agreement with the city... regarding the provision of pre-hospital emergency medical services for that city. ...Until such time that an agreement is reached, pre-hospital emergency medical services shall be continued at not less than the existing level, and the administration of pre-hospital EMS by cities...shall be retained by those cities...."

Cities within Orange County have, at all times prior to June 1, 1980, contracted for or provided pre-hospital emergency medical services within Orange County. Cities have maintained exclusive control over the provision of ambulance services throughout that time. Prior to June 1, 1980, several of the cities within Orange County exercised control by contracting with private ambulance providers to provide this service. At no



time has an Orange County city sought to, or entered into, any written contract with the County to provide such service.

It is the understanding of the cities within Orange County that the determination of the type of exclusivity is to be made by the County, not the State. In light of the fact that Orange County cities have continuously exercised control throughout the applicable period of time, we hereby requests that the County amend its Orange County EMS Plan to show that the cities within Orange County provide emergency ALS and BLS ambulance transport in an exclusive manner.

In addition, the Orange County EMS Plan, Standard 1.24, provides the following objective:

“By year end 2015, require written agreements with public safety agencies to include compliance standards for system operations, clinical care and EOA system.”

We are recommending that this objective be eliminated or, at a minimum, revised to note that this objective is not intended to require cities with 201 rights to enter into a contractual agreement for the provision of pre-hospital emergency medical services. As you know, Section 1797.201 provides that requests to enter into an agreement must be initiated by a city or fire district and there is no deadline for a city or fire district to make this request.

I look forward to receiving an amended Ambulance Zone Summary Form or receiving some explanation why the County of Orange believes Orange County cities are not entitled to such a classification of exclusivity. Should you have any comments or questions, or care to discuss this matter any further, please do not hesitate to contact me at (714) 288-2501.

Very truly yours,

Patrick Dibb
President
Orange County Fire Chiefs Association

cc: Dr. Howard Backer, EMSA Director
Daniel R. Smiley, Chief Deputy Director

					Mission		
				Base	Hospital		
				Hospital	Mission	Mission	
28	3/25/2014 10:49	Tina	Heinemann	Coordinator	Viejo	Viejo	tina.heinemann@stjoe.org

page number via PDF - 189 page number on document 177 Missing county, provider and response zone



CITY OF FOUNTAIN VALLEY

10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4400, FAX: (714) 593-4498

April 8, 2014

Via U.S. Mail and Electronic Mail

Samuel J. Stratton, MD, MPH
Medical Director
Orange County EMS Agency
405 West 5th Street, Suite 301A
Santa Ana, California 92701
sstratton@ochca.com

Re: Fountain Valley's Further Response to Request for Comments on the Local EMS Plan Proposed

Dear Dr. Stratton:

Thank you for the opportunity to further comment and to refine the points that have been made already. Simply stated, there are two statutory provisions that must be harmonized to implement the legislative intent. While your plan mentions the "201 rights" (Health & Safety Code § 1797.201), it fails to address the 201 rights and their interplay with the 224 authority (Health & Safety Code § 1797.224) for Exclusive Operating Areas, merely indicating that the cities "assert rights" flowing from 201.

Interpretations and assertions that focus on only one section of a statute do not correctly apply the rules of statutory interpretation and do not provide a solid underpinning for your Plan. Only an interpretation that harmonizes both sections can provide a guide for future action.

The primary rule of statutory construction is to ascertain the legislative intent. If the plain meaning of the words provides that interpretation, no further rules need be applied, but if there is any doubt as to the meaning, statutes and parts of a statute must be harmonized so as to give meaning to each and every part. Statutes are to be interpreted as a whole rather than from isolated words or parts, so in interpreting 201 and 224 the interpretation must give effect to both. The two sections provide:

Section 1797.201. Agreement with city or fire district

Upon the request of a city or fire district that contracted for or provided, as of June 1, 1980, prehospital emergency medical services, a county shall enter into a written agreement with the city or fire district regarding the provision of

prehospital emergency medical services for that city or fire district. Until such time that an agreement is reached, prehospital emergency medical services shall be continued at not less than the existing level, and the administration of prehospital EMS by cities and fire districts presently providing such services shall be retained by those cities and fire districts, except the level of prehospital EMS may be reduced where the city council, or the governing body of a fire district, pursuant to a public hearing, determines that the reduction is necessary.

Notwithstanding any provision of this section the provisions of Chapter 5 (commencing with Section 1798) shall apply.

Section 1797.224. Creation of exclusive operating areas in development of plan

A local EMS agency may create one or more exclusive operating areas in development of a local plan, if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services have been provided without interruption since January 1, 1981. A local EMS agency which elects to create one or more exclusive operating areas in the development of a local plan shall develop and submit for approval to the authority, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations. This plan shall include provisions for a competitive process held at periodic intervals. Nothing in this section supersedes Section 1797.201.

Since 224 states that it does not supersede 201, it is clear that the grandfathered rights of 201 are recognized as paramount. Under 201, if a city has been contracting for emergency services before 1980, those services shall continue to be administered by the city, unless an agreement is reached with the county otherwise, and the provision of emergency services shall remain at not less than existing level, unless it is reduced by the city council after a public hearing.

Since 224 describes a local EMS creating an exclusive operating area if a competitive process is used, but this authority does not supersede that granted by 201, then 224 is describing a county in which the local EMS is writing a plan for which no grandfathered rights exist.

This is the only interpretation that harmonizes the various parts of the statutory scheme and gives effect to all. The rules of statutory construction support such an interpretation, and a construction that does not give effect to both sections interprets the statute improperly. The City of Fountain Valley urges your agency to interpret the statutory scheme as a whole and to not improperly segregate and parse the words of the statute in a manner that the legislature did not intend. The legislature was clear in one mandate: Section 224 does not supersede 201. Any interpretation of the statutes should honor that command.

Samuel J. Stratton, MD, MPH

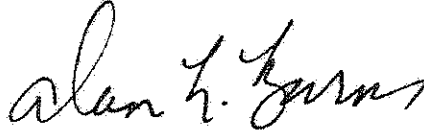
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We therefore ask that you reconcile the different parts of the statutory scheme in any analysis and action plan you propose. Thank you for request our input.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan R. Burns". The signature is fluid and cursive, with the first name "Alan" being the most prominent.

Alan R. Burns
City Attorney

cc: **Via Electronic Mail**

Tony Coppelino, Fire Chief
Bob Hall, City Manager