



Board Agenda Item 36

DATE: August 18, 2020

TO: Board of Supervisors

SUBMITTED BY: David Pomaville, Director, Department of Public Health

SUBJECT: Retroactive Ratification of an MOU and Two Agreements for COVID-19 Response Activities.

RECOMMENDED ACTION(S):

- 1. Retroactively ratify the Memorandum of Understanding (MOU) with the University of California San Francisco (UCSF) for provision of testing services in support of the COVID-19 Public Health Emergency previously executed by the County Administrative Officer, acting as Emergency Services Director, effective May 18, 2020 through July 31, 2020.**
- 2. Retroactively ratify the data use agreement with the California Department of Public Health (CDPH) for use of its CalConnect System previously executed by the County Administrative Officer, acting as Emergency Services Director, effective June 17, 2020 through June 16, 2023.**
- 3. Retroactively ratify the revenue Agreement with the State of California Emergency Medical Services Authority, for designation of the Fresno County Emergency Medical Services as the Regional Transfer Center for Ambulance Transports to Alternate Care Sites previously executed by the County Administrative Officer, acting as Emergency Services Director, effective July 1, 2020 through June 30, 2021 (\$150,000).**

Approval of the first recommended action will ratify the MOU between the County of Fresno and UCSF for COVID-19 sample testing services at no cost to the County. Approval of the second recommended action will ratify a data use agreement between the County of Fresno and CDPH for use of its CalConnect System, which is a statewide database used for the collection of COVID-19 patient data collected for the purposes of contact tracing, case investigation, disease prevention and surveillance. Approval of the third recommended action will allow the Fresno County EMS Communications Center to continue functioning as the State designated regional transfer center to coordinate and direct ambulances transporting patients from local hospitals to the designated Alternate Care Sites within Fresno, Kings, Madera, and Tulare Counties. There is no Net County Cost associated with any of the recommended actions. This item is countywide.

ALTERNATIVE ACTION(S):

No viable options are available. Should your Board choose not to ratify the MOU with UCSF the County would not be able to utilize UCSF for free lab testing services. Should your Board choose not to ratify the Agreement with CDPH the County would not be able to utilize the statewide CalConnect Data service. Should your Board choose to not ratify the Agreement with the State of California Emergency Medical Service (EMS) Authority, the State EMS Authority would designate another dispatch center in the State to operate as the designated transfer center for the Fresno, Kings, Madera, and Tulare Counties.

RETROACTIVE AGREEMENT:

The MOU with UCSF is retroactive to May 18, 2020 due to the immediate need for additional COVID-19 specimen testing resources. The Agreement with CDPH is retroactive to June 17, 2020 due to the immediate need to increase the County's contact tracing, case investigation, disease prevention and surveillance resources. The Agreement with the State EMS Authority is retroactive to July 1, 2020, due to the urgent need to continue provision of this this service which was approved in a prior agreement which expired June 30. The new agreement was received from the State on July 8, 2020.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended actions. The MOU with UCSF provides for COVID-19 specimen testing services at no cost to the County. The Agreement with CDPH is a data use and disclosure agreement allowing the County to utilize the system at no cost. The Agreement with the State EMS Authority provides for a flat rate of \$2,500 for the establishment of the transfer center and, in the event that an alternate care site is activated for use in the four counties, the State EMS Authority shall pay Fresno County \$1,500 for each 24-hour period of operation to reimburse the costs of operations to Fresno County and dispatch staffing costs for American Ambulance. There are no outstanding invoices for the retroactive time period. Sufficient appropriations and estimated revenues are included in the Department's Org 5620 FY 2020-21 Recommended Budget.

DISCUSSION:

A Novel Coronavirus (COVID-19) was first detected in Wuhan City, Hubei Province, China, in December 2019. The Centers for Disease Control and Prevention (CDC) considers the virus to be a very serious public health threat. The exact modes of transmission, the factors facilitating human-to-human transmission, the extent of asymptomatic viral shedding, the groups most at risk of serious illness, the attack rate, and the case fatality rate all remain active areas of investigation. The CDC believes at this time that symptoms appear two to fourteen days after exposure. Currently, there is no vaccine or specific antiviral treatment for COVID-19.

Due to the serious nature of COVID-19, the State of California declared a State of Emergency on March 4, 2020 and the County declared a State of Emergency on March 15, 2020. At the time of writing of this Agenda item, there have been 9,565 cases in Fresno County, and it is expected that numbers will go up daily. At the time of this writing, a total of 87,500 test results have been received and processed by various labs across the County.

Having adequate COVID-19 testing resources is a critical piece of the public health response to the disease. The MOU between UCSF and the County provides for UCSF Clinical Laboratories to process up to 100 samples per day restricted to samples from symptomatic inpatients or healthcare workers, healthcare workers with known exposure, or for symptomatic outpatients, and for asymptomatic individuals in congregate living facilities, as determined in the clinical judgment of the applicable Department of Public Health (DPH) officer or healthcare provider. At the time of this writing, UCSF has processed 204 samples submitted by DPH and has been able to provide test results within as little as 24 hours after submittal. The MOU was extended from its original expiration date of May 31, 2020 to July 31, 2020 via email correspondence between UCSF and County staff as provided for in the MOU.

Contact tracing is part of the public health process of supporting patients and notifying contacts of exposure in order to stop chains of transmission. CalConnect is a contact tracing tool the Department has access to, but are not currently using as we are continuing to evaluate data integration with existing systems used in communicable disease tracking/reporting. The data use and disclosure agreement allows the Department to access and utilize the CalConnect data system in exchange for the County's agreement to protect the privacy and security of the system and to protect patients' personal health information that is stored in the

system.

The State EMS Authority has designated several dispatch centers throughout the State, including Fresno County's EMS Communications Center, as regional transfer centers with the responsibility to coordinate the transport of patients to alternate care sites that have been implemented in all 58 counties. On May 26, 2020 your Board approved Agreement No. 20-193 with the State EMS Authority, which allowed the Fresno County EMS Communications Center to function as the State designated regional transfer center for ambulance transfers to alternate care sites, effective April 14, 2020 through June 30, 2020. Ratification of the current agreement, effective July 1, 2020 through June 30, 2021, will allow the County to continue providing these services.

The MOU with UCSF deviates from the County's model contract in that it does not contain the County's standard indemnification language and insurance requirements. The MOU does contain a mutual hold harmless clause. The Department considers this to be an acceptable and minimal risk to the County.

The agreement with CDPH deviates from the County's model contract in that it contains a clause allowing termination of the agreement by either party upon providing 30 days advanced written notice. Additionally, the agreement deviates from the County's model contract in that it does not include the County's standard requirements with regards to insurance and indemnification levels. Risk Management recommended that at a minimum, a modified mutual hold harmless clause be included in the event of a security breach. CDPH agreed to the County's request. The Department and Risk Management are aware that State agreements typically do not include County's standard indemnification and insurance requirements; however, the Department considers this to be an acceptable and minimal risk to the County.

REFERENCE MATERIAL

BAI #50, May 26, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

- On file with Clerk - MOU with UCSF
- On file with Clerk - MOU with UCSF June Appendix
- On file with Clerk - Agreement with CDPH
- On file with Clerk - Agreement with EMSA

CAO ANALYST:

Raul Guerra