



# Board Agenda Item 42

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DATE: September 21, 2021

TO: Board of Supervisors

SUBMITTED BY: David Luchini, RN, PHN, Interim Director Department of Public Health

SUBJECT: Retroactive Memorandum of Understanding with Fresno Community Hospital and Medical Center dba Community Regional Medical Center.

RECOMMENDED ACTION(S):

**Approve and Authorize the Chairman to execute a retroactive Memorandum of Understanding with Fresno Community Hospital and Medical Center dba Community Regional Medical Center, effective December 16, 2020 through the end of the Proclamation of the State of Emergency declared by the Governor dated March 4, 2020 (\$0).**

There is no additional Net County Cost associated with the recommended action. Approval of the recommended Memorandum of Understanding (MOU) with Fresno Community Hospital and Medical Center dba Community Regional Medical Center (CRMC) memorializes CRMC's utilization of medical staffing provided through an existing agreement between the County and AMI Expeditionary Healthcare (AMI) at CRMC's alternate care site that closed operations on February 9, 2021. The MOU, which identifies the County's and CRMC's respective responsibilities, insurance requirements, and mutual indemnification protections related to provision of medical staffing, is at the request of CRMC. This item is countywide.

ALTERNATIVE ACTION(S):

Should your Board not approve the recommended action there would be no MOU between the County and CRMC outlining the parties' respective responsibilities in assigning and utilizing County provided medical staff, respective insurance requirements, and mutual indemnification protections for activities performed pursuant to the MOU.

RETROACTIVE AGREEMENT:

Following closure of the alternate care site located in CRMC's North Plaza Building on February 9, 2021, CRMC requested that an MOU be executed with the County in order to outline the responsibilities of each organization, including insurance requirements and mutual indemnification protections associated with provision of medical staff. While the first draft of the MOU was completed in April 2021, it has taken until this time to bring to the Board because subsequent revisions related to insurance took a number of additional months to negotiation to both parties' satisfaction.

FISCAL IMPACT:

There is no Net County Cost associated with the recommended action. The MOU is related to the County's provision of AMI medical staff at CRMC's alternate care site from December 16, 2020 through February 9, 2021. The County provided temporary certified staffing through a County contract with AMI Expeditionary Healthcare, LLC. The County contract was set up to provide medical service staffing and management at

the County's alternate care site, originally set up at the Exhibit Hall. However, through various lessons learned at the State level, it was decided that the best option for an alternate care site was at an existing facility with appropriate infrastructure supports. After discussion with CRMC and other area hospitals, CRMC volunteered to have their hospital surge capacity area as the County's alternate care site; providing relief and assistance to all surge needs in the local service medical system. Costs associated with AMI staffing at CRMC's alternate care site were paid for through the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. Total costs associated with AMI's services were \$2,439,839.

#### DISCUSSION:

The impact of COVID-19 on local hospitals due to the overwhelming number of patients was unprecedented. On December 5, 2020 it was determined that additional surge space needed to be found that would allow CRMC to relocate low acuity patients that were approaching the ability to be discharged, making hospital beds available for more critically ill patients. It was determined that the best way to accommodate this need was for CRMC to develop an alternate care site on its campus in its North Plaza Building, but CRMC had insufficient staff to utilize this alternate care site and requested staffing assistance from the County.

In August 2020 the County entered into a medical staffing agreement with AMI in the event the County's alternate care site at the Fresno Convention Center needed to be opened. Due to the challenges of finding a sufficient number of additional staff for the CRMC alternate care site, the County agreed that the County would activate the AMI agreement and assign the AMI medical staff to the CRMC alternate care site. There was no written agreement or MOU developed at that time between the County and CRMC for provision of these staff. The CRMC alternate care site operated from December 16, 2020 through February 9, 2021. CARES Act funds were utilized to cover the cost of AMI medical staff working at that site.

After the closure CRMC's alternate care site, CRMC administration requested that a retroactive MOU or agreement be developed outlining the roles and responsibilities of the County and CRMC, respective insurance requirements, and providing mutual indemnification protections.

The proposed Agreement was reviewed by County's Risk Management; however, the Agreement contains a modified version of the County's standard insurance terms and conditions. The mutual indemnification section includes language indicating County shall have no liability for any loss, damage or liability incurred in connection with or resulting from the actions of the contracted medical staff assigned to the contractor. The commercial general liability and molestation policies are issued on a claims made basis, rather than a per occurrence basis. Notification of cancellation or change of insurance will be given by CRMC within 30 days, rather than a minimum of 30 days advance notice of change. With the longstanding partnership and collaboration that exists between the County and CRMC, the Department considers the non-standard insurance language included in the proposed Agreement to be of minimal risk. CRMC partnered with the County to provide the urgently needed facility and oversight support services for the COVID surge overflow unit housed on its campus, and is committed to do so again if needed, until such time that California's Governor declares an end to the State of Emergency.

#### REFERENCE MATERIAL:

BAI #48, May 25, 2021  
Agreement D-20-418 with AMI Expeditionary Healthcare LLC

#### ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - MOU with Community Regional Medical Center

#### CAO ANALYST:

Ronald Alexander