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Final Report Regarding Pre Hospital Training Case #1213.01

Summary:

The 2012/2013 Mono County Grand Jury received a complaint dated March 24, 2012 about the contract for Pre-hospital Training Services awarded by the County during 2010 and in previous years. The jury accepted the matter for investigation. On December 18, 2012 the Jury concluded its investigation.

The Grand Jury finds that the issues raised in the Pre-Hospital Training complaint of March 24, 2012 have been appropriately addressed and successfully resolved by the county. The Jury recommends that the county audit time keeping procedures to verify appropriate compensation during on-the-clock versus off-the-clock training during Pre-Hospital Training.

The Complaint:

On March 24, 2012, the 2012 Mono County Grand Jury received a complaint about Mono County's contracting process for Pre-Hospital Training services. Due to other investigations the 2012 Grand Jury was unable to consider this complaint during its tenure; it was forwarded on to the 2013 Grand Jury for consideration. At the September meeting of the 2013 Grand Jury the Jury decided to launch a pre-investigation into this complaint. The pre-investigation subsequently became a full investigation.

The Grand Jury investigated the following allegations made in the complaint:

1. The contract to deliver Pre-Hospital Training for Mono County was a no-bid process. It did not allow for competitive bidding. It was awarded unfairly on the basis of a personal friendship between the Fire, Rescue, and Paramedic Chief and the contractor.
2. The County provided a licensing exemption to the contracting company.
3. The contract was too expensive. The services delivered did not effectively serve the needs of the 11 geographically separate fire districts within the county.
4. The contracting company used county equipment during training.
5. The contractor conducted contracted training while on-the-clock.
6. The contracting company lacked appropriate Liability Insurance.

The Method:

The investigative committee identified three steps necessary to investigate the allegations of this complaint.

1. Interview the county CAO to discover if a contract for Pre-Hospital Training existed for 2010 and if so, what were the terms and conditions of the contract. It should be noted that the CAO interviewed by the committee was not in that position until 2011, after the time of the alleged inappropriate actions in the complaint.
2. Consult with County Counsel to determine the county's statutory and regulatory requirements with regard to a competitive bid process.

3. Interview the Director of the Mono County Health Department to clarify history and current practice for contracting Pre-Hospital Training in Mono County. It should be noted that the Director of the Mono County Health Department did not have responsibility for the Pre Hospital Training program until 2011, after the date of the alleged inappropriate actions in the complaint.

The Investigation:

On October 15, 2012 the investigating committee interviewed the County CAO in his office in Mammoth. The CAO confirmed that a contract did exist in 2010 for Pre-Hospital Training. He provided a copy of the contract including proof of liability insurance and a check register showing payments made to the contractor. The CAO went on to explain that when he entered office in 2011, after the time period of the complaint, he reviewed complaints about this contract and the Pre-Hospital Training process. He concluded that there was a perceived conflict between an employee of the county acting as an independent contractor to the county and although the contract was legal, according to state law and the county regulations, he choose not to renew the contract in 2011 because he wanted to avoid the appearance of a conflict. He also stated that, in this type of service contract, the county is not required to put out public notification or Requests for Proposals. The investigating committee asked for clarification on county bidding procedures. The CAO referred them to County Counsel. The committee asked for more detail on the issues of using county equipment for training, conducting contracted training while on the clock, and a licensing "exemption". The CAO said he did not have information about these details and that the former Fire, Rescue, and Paramedic Chief had retired. He suggested that the Jury interview the Mono County Public Health Director, who assumed responsibility for Mono County Emergency Services after the Chief retired.

After studying the contract, the investigating committee concluded that a contract existed, the terms of the contract were reasonable and the specifications of the services to be rendered were clear and had been fulfilled. The check register revealed that the contractor was paid appropriately according to the specifications of the contract. The committee reported back to the Jury. The full Grand Jury directed them to expand their preliminary investigation into a full investigation and to interview the County Counsel and the Public Health Director for further details.

On November 16, 2012 the investigating committee met with County Counsel to review the County's requirements to put bids out to public notice. Counsel cited the statutes controlling county bids and contracts as well as the County's own regulations regarding bids and contracts. Counsel verified that the County is not required to initiate a public bidding process for this kind of professional service. Counsel went on to clarify that employees of the county are permitted to contract with the county while off the clock. Counsel went on to state that training could also be conducted on the clock but that the trainer would be compensated as an employee not a contractor. He did not know of any "exemption" granted by the county to the contractor. He went on to state that he understood that the reason this contract had been extended over the years was that no other companies in the area had shown an interest in competing for the contract. Counsel referred the investigating committee to the Mono County Director of Public Health for further details.

The Committee reported back to the full Jury that the county had no requirement to put this

contract out to a public bidding process. The committee pointed out that the county had not renewed the contract in 2011 or 2012, and that a new process for Pre-Hospital Training had been initiated. The Jury directed the investigating committee to further investigate further issues of on-the-clock versus off-the-clock training, use of county equipment, and the alleged licensing “exemption”.

The investigating committee met with the Mono County Public Health Director on December 12, 2012. The Public Health Director was well informed on the matter. Complaints about Pre-Hospital Training came to her attention shortly after she took over control of the Emergency Medical Services Department in 2011. She conducted her own investigation into the complaints and took actions to resolve problems she found. Her actions included:

1. No renewal of the contract in question. The reason for this was that it was perceived to be preferential although there was no legal or ethical problem with it.
2. The County directed the contractor to stop licensing himself with Cal – EMSA (California Emergency Medical Services Authority) as an “affiliate” of Mono County.
3. The root cause of this complaint was a disagreement between Mono County and the 11 Fire Chiefs in the County about who should control Pre-hospital Training and what specific services should be included. In 2011 Mono County resolved this problem by turning over the training budget and the decision making authority to the Chiefs themselves.
4. On the matter of on-the-clock versus off-the-clock training the Director clarifies that both are legal and both happen. The question is: what rate of pay does the instructor get for off-the-clock versus on-the-clock training. Due to the amount of stand by time Paramedics have between call outs a significant amount of on-the-clock training and drilling occurs. It is not always clear when a trainer is on-the-clock or when he or she is off. The Director mandated that controls be put into place to eliminate ambiguity in this area and ensure appropriate compensation.
5. On the matter of using county equipment during contracted training there is no prohibition against this, provided all county equipment is returned to the county.

The investigative committee reported back to the full Jury on December 18, 2012.

Findings and Recommendations:

The Grand Jury issues the following findings and recommendations as a result of this investigation.

1. Finding: a contract for Pre-Hospital Training did exist that covered the period of the allegations. The contractor was qualified to deliver the service and the matter of whether or not the Fire and Rescue Chief and the Contractor were friends is immaterial. The contract is legal and binding and the terms and conditions of that contract were fulfilled. The Jury further finds that the county has no obligation to enter into a competitive bidding process for this kind of professional service contract.
 - **Recommendations: none**

2. Finding: on the question of an inappropriate exemption, the County did not issue an exemption to the contractor. The contractor was directed to stop licensing himself with Cal-EMSA as a county affiliate to avoid any appearance of favoritism.
 - **Recommendations: none**
3. Finding: as far as the scope of services not meeting the needs of the 11 Fire Districts and not meeting their expectations with regard to cost, it is a subjective matter of opinion which has been mitigated fully by the county by placing control of the program into the hands of the 11 Fire Chiefs.
 - **Recommendations: none**
4. Finding: on the matter of using county equipment for contracted training, there is no prohibition of this practice.
 - **Recommendations: none**
5. Finding: on the question of on-the-clock versus off-the-clock training and compensation, the jury recognizes that a potential for inappropriate compensation does exist.
 - **Recommendation: the Jury recommends that the county audit time keeping practices to ensure that appropriate controls have been implemented.**
6. Finding: with regard to Liability Insurance, the contractor had the required coverage.
 - **Recommendations: none**

The Mono County Grand Jury closed the investigation of this matter on December 18, 2012.