



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061-0962
(408) 454-4066 FAX: (408) 454-4488
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October 14, 1998

Agenda: October 27, 1998

Board of Supervisors
701 Ocean Street
Santa Cruz, CA 95060

RE: MOU BETWEEN THE HEALTH SERVICES AGENCY AND SANTA CRUZ CONSOLIDATED EMERGENCY CENTER JOINT POWERS AUTHORITY

Dear Board Members:

In February, 1996 your Board authorized the Health Services Agency to enter into a Memorandum of Understanding with the Santa Cruz Consolidated Emergency Center Joint Powers Authority, also known as NetCom. This MOU established the operational framework between the County's EMS Agency and NetCom with regard to a wide range of emergency activities, including ambulance dispatch services. This action was taken following the County's decision to have the joint powers authority replace County Communications as the dispatch agency for emergency services. The primary function of the MOU was to specify the responsibilities of both parties.

Following approval of an advanced life support emergency transport services contract with American Medical Response West in December 1997, the Ambulance Contract Compliance Commission was formed to advise the Health Services Agency and your Board on AMR'S performance under the contract. In order to accomplish this charge, the Health Service Agency and the Commission require a substantial amount of information that can only be provided by NetCom through its staff and its Computer Aided Dispatch system. This information comes in a variety of forms: standard reports, special reports, tape review, and **staff** research and participation in Commission meetings. Because the services NetCom provides to HSA and the Ambulance Contract Compliance Commission substantially exceed the responsibilities specified in the current MOU, it has been mutually agreed that the MOU needs to be updated to incorporate the activities associated with contract monitoring.

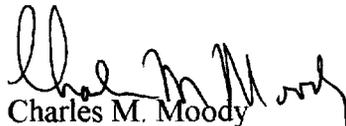
Attached is a revised MOU between the County Health Services Agency and the Santa Cruz Consolidated Emergency Center Joint Powers Authority. Aside from some minor updating, the changes of substance are in Sections A. 12 and B. 15 which deal with

Board of Supervisors
October 27, 1998
Page 2

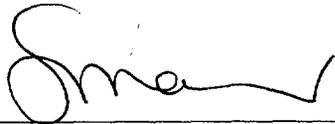
reporting obligations. Additionally, Section A. 13 requires HSA to reimburse NetCom \$500 per month for the cost of report production. This amount is to be increased in future years by the increase in the Bay Area Consumer Price Index. Funds are available in the EMS budget to reimburse NetCom for this cost.

It is, therefore, RECOMMENDED that your Board authorize the Health Services Agency Administrator to sign the attached Memorandum of Understanding with the Santa Cruz Consolidated Emergency Center Joint Powers Authority.

Sincerely,


Charles M. Moody
Health Services Agency Administrator

RECOMMENDED



Susan Mauriello
County Administrative Officer

cc: Auditor Controller
County Counsel
Santa Cruz Consolidated Emergency Communication Center
EMS Administrator
HSA Administration

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

57

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Health Services Agency (Dept.)
C. Moody (Signature) 10/15/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Health Services Agency (Agency) and Santa Cruz Consolidated Emergency Center Joint Powers Authority (Name & Address) 495 Upper Park Rd., Santa Cruz, CA 95065
- The agreement will provide structure to the relationship between the Emergency Medical Services program and the Authority regarding dispatch and support services.
- The agreement is needed, to assure dispatch services provided by the Authority are of high quality and the Authority provides information necessary to monitor the system.
- Period of the agreement is from October 27, 1998 to continuous
- Anticipated cost is \$ 500 per month (encumber oct-Jun \$4,500 for 98-99) (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This amends the existing MOU
- Appropriations are budgeted in 365002 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations (are) available and (have been) encumbered. Contract No. CD 81744 Date 10-15-98
(are not) (will be)

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the [Signature] to execute the same on behalf of the [Signature] (Agency).

Remarks: [Signature] (Analyst) BY [Signature] County Administrative Officer Date 10/15/98

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 19 _____ By _____ Deputy Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF SANTA CRUZ HEALTH SERVICES AGENCY
AND
SANTA CRUZ CONSOLIDATED EMERGENCY CENTER JOINT POWERS
AUTHORITY

This Memorandum of Understanding was initially entered into on February 6, 1996 between the SANTA CRUZ CONSOLIDATED EMERGENCY COMMUNICATIONS CENTER, a joint exercise of powers agency organized and existing under the laws of the State of California by the County of Santa Cruz and the cities of Capitola, Santa Cruz and Watsonville, (herein referred to as "Authority") and the SANTA CRUZ COUNTY HEALTH SERVICES AGENCY, EMERGENCY MEDICAL SERVICES PROGRAM (herein referred to as "EMS"). It is now being revised effective October 27, 1998 to incorporate changes related to the creation of the Ambulance Contract Compliance Commission.

WHEREAS, the Authority has replaced Santa Cruz County Communications as the dispatch agency which controls, deploys and dispatches ambulances in Santa Cruz County; and

WHEREAS, Santa Cruz County has elected to provide an Emergency Medical Services Program which includes a paramedic transport provider, first responder agencies, base station hospitals, receiving hospitals, medical disaster planning and a dispatch/communications system to ensure an effective, unified response to medical emergencies occurring within the County; and

WHEREAS, Santa Cruz County Board of Supervisors has designated the Health Services Agency EMS Program to implement State statutes which require Counties to develop, implement and monitor local emergency medical services programming; and

WHEREAS, EMS Program development, implementation and monitoring is accomplished through the promulgation of policies and procedures by EMS Administration, with the advise of the Pre-hospital Advisory Committee (PAC), Emergency Medical Care Commission, Quality Assurance Committee, Emergency Medical Dispatch Quality Assurance Committee, the Medical Executive Committee, the Ambulance Contract Compliance Commission, and the oversight of County-contracted EMS Medical Director, a physician qualified by experience in 'emergency medicine; and

WHEREAS, an effective EMS system is operationally dependent upon a communications dispatch center that uses the County-approved medical dispatch prioritization system to

ensure that the nearest EMS resources are dispatched and that until arrival of EMS services the caller who is experiencing a medical emergency is given medical direction (referred to as Emergency Medical Dispatch (EMD)) designed to mitigate the life threatening emergency; and

WHEREAS, implementation of a medical dispatch prioritization system and the provision of EMD through the Authority's certified emergency medical dispatchers requires the supervision and oversight by EMS as well as the County-contracted EMS physician; and

WHEREAS, it is in the interest of EMS to participate in the development of Authority policies which establish procedures specifying which agencies are dispatched to medical emergencies; and

WHEREAS, it is important for the planning, development and implementation of an effective EMS system for EMS to obtain information from the Authority's computer-aided dispatch (CAD) system, including paramedic transport provider response time information and certain emergency medical instruction information; and

WHEREAS, it is necessary and desirable that the parties enter in this Memorandum of Understanding to establish the terms for Authority and EMS interactions;

NOW, THEREFORE, IT IS HEREBY AGREED between the Authority and EMS as follows:

1. Term

The term of this Memorandum of Understanding shall be from the date of execution by both parties and shall continue until terminated by either party. Termination may be without cause by either party and upon at least six months advance written notice to the other party. However, this Memorandum of Understanding may be amended or revised as necessary with the mutual consent of the parties.

2. Obligation of the Parties

A. **EMS RESPONSIBILITIES.** During the term of this Memorandum, EMS shall fulfill the following obligations:

1) Certify dispatchers who meet the County requirements for Emergency Medical Dispatching.

2) Provide representation on the EMD Quality Assurance Committee by the EMS Program Manager and EMS Medical Director.

- 3) Assist in investigating any medical dispatch incident.
- 4) Provide representation on the Authority User's Committee.
- 5) Contractually require the paramedic transport provider agencies to use the Authority services for 911 response purposes.
- 6) Ensure that all EMS medical disaster plans that affect the Authority are routinely reviewed and updated.
- 7) Provide the Authority with an EMS approved EMD program.
- 8) Collaborate with the Authority and the paramedic transport provider to mutually develop and approve Authority EMS dispatch policies.
- 9) Work with the Authority to facilitate certification of Authority dispatch staff and medical training instructors.
- 10) Be the final arbiter of any dispute between the Authority and the paramedic transport provider pertaining to the EMS system performance (e.g. response time exceptions, plan compliance, etc.)
- 11) Assume financial responsibility (either directly or via a reimbursement process) for any and all costs associated with the discretionary implementation of County EMS-approved devices used for the purpose of EMS administration which are directly connected to the Authority's CAD system. These devices may include, but are not limited to, leased phone lines, terminals, PC's printers, modems, multi-plex devices.
- 12) Coordinate and approve requests for standard and ad hoc reports necessary to support the work of the Ambulance Contract Compliance Commission.
- 13) Reimburse Authority for the cost of producing reports to support the Ambulance Contract Compliance Commission. Such reimbursement shall start in fiscal Year 1998-99 and continue for the life of the Commission. For Fiscal Year 1998-99 reimbursement shall be \$500 per month and be increased each year thereafter by the annual percent increase in the Bay Area Consumer Price Index.

B. AUTHORITY RESPONSIBILITIES

- 1) Ensure that the medical dispatch position(s) is/are continuously staffed with an EMD certified dispatcher.

- 2) Provide support staff for medical dispatch-related investigations.
- 3) Provide EMS with closed incident dispatch data in a mutually agreeable format via one (1) computer port on the Authority's CAD mainframe which will directly connect to the County HSA computer.
- 4) Provide continuous access to a standard (ASCII), automated file of CAD data to include, but not limited to, closed incident data.
- 5) Provide EMD staff the opportunity to complete the EMD re-certification process as defined in County EMS policy.
- 6) Provide support staff to the EMD QA meeting as defined by EMS policy.
- 7) Provide qualified staff to review and monitor the efficiency and quality application of the EMD program, including random tape reviews, EMD personnel appraisals, and personnel counseling and /or implementing corrective personnel actions when EMD staff member(s) are found to be non-compliant with the EMD program and/or EMS dispatch policies.
- 8) Submit EMD certification applications to the EMS program in a timely manner so as to allow ample time to complete the individualized certification process.
- 9) Use only those EMD dispatch programs approved by EMS
- 10) Store EMS-related call tapes for a period of 180 days, except those call tapes which are specifically requested by EMS to be stored and retained for an extended period beyond 180 days.
- 11) Maintain an EMS incident and case numbering system which employs a unique identifier system.
- 12) Submit to mutually agreeable and routine technical audits on the CAD, Radio-Telecommunications systems, time-keeping devices and associated interfaces to ensure accuracy of information.
- 13) Provide quality dispatch services for the paramedic transport provider in accordance with the published Dispatch Performance Guidelines, which are mutually reviewed, modified and approved by the contract paramedic providers and the Authority.
- 14) Collaborate with the paramedic transport providers and the EMS Program Manager to mutually develop and approve EMS dispatch policy.

15) Produce on a timely basis standard and ad hoc reports necessary to support the function of the Ambulance Contract Compliance Commission.

3. Notice.

All notices, demands, requests, consents, approvals, waivers, or communications (“notices”) that either party desires or is required to give the other party or any other person shall be in writing and either personally serviced or sent by prepaid postage, first class mail. Notices shall be addressed as appears below, for each party, provided that if either party gives notice of a change of name or address, notices to the giver or notice shall thereafter be given as demanded in the notice.

Authority: General Manager
 Santa Cruz Consolidated Emergency
 Communications Center, JPA
 40 1 Upper Park Road
 Santa Cruz, CA 95065

EMS: Health Services Agency Administrator
 County of Santa Cruz
 1060 Emeline Blvd.
 Santa Cruz, CA 95061

4. Mutual Indemnification.

The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, loses, liabilities, damages, demands and actions (all collectively referred to as “liability” herein) arising out of each parties’ respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

5. Relationships of the Parties.

It is understood and agreed that he purpose of this Memorandum of Understanding is to define cooperative efforts between the parties hereto and does not

create any form of joint agency, or employer/employee relationship between the parties hereto.

Dated _____

SANTA CRUZ COLSOIJDATED
EMERGENCY COMMUNICATIONS CENTER

General Manager

APPROVED AS TO FORM:

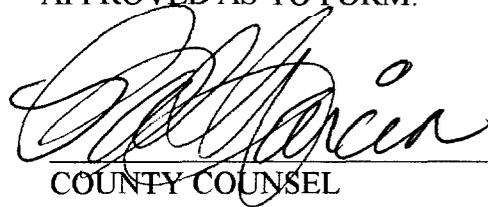
Attorney for the Authority

Dated _____

COUNTY OF SANTA CRUZ
HEALTH SERVICES AGENCY

Health Services Agency Administrator

APPROVED AS TO FORM:



COUNTY COUNSEL