



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

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## HEALTH SERVICES AGENCY

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October 5, 1999

AGENDA: October 19, 1999

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

Re: Agreement Authorizing the Central Fire Protection District to Continue and Extend Paramedic Services

Dear Board Members:

We are requesting authorization for the Health Services Agency Administrator to sign the attached agreement which allows the Central Fire Protection District to continue paramedic services, and to extend those services to a second and, potentially, a third station.

### Background

On June 9, 1998, your Board authorized the HSA Administrator to sign an agreement designating the Central Fire Protection District (CFPD) as an approved paramedic service provider for a one-year period of time. That agreement allowed CFPD to provide engine-based paramedic services from its 17<sup>th</sup> Avenue station. Although the District at that time had requested authorization to expand paramedic-level services district-wide over a four-year period of time, HSA recommended a pilot agreement which would authorize services for only one year and for one station.

CFPD began to provide engine-based paramedic services out of their 17<sup>th</sup> Avenue station in late October, 1998. That service has gone well. The concerns of the EMS community, HSA, and your Board regarding potential degradation of skills due to the increased number of paramedics has not been seen. The Medical Executive Committee established by Dr. Kent Benedict, the County's EMS Medical Director, to provide extraordinary quality assurance review of the engine-based paramedic services has found those services to be of high quality. In terms of timeliness of response, CFPD was obligated by agreement to respond to emergency calls within 6 minutes, 90% of the time. According to data provided by NETCOM, between January and the end of August, 1999, there were 406 total responses, with only 17 exceeding 6 minutes. This equates to a percentage of response meeting the 6-minute criterion of 95.8%. That percentage increases to 98.8 % using the criterion of 7 minutes. HSA is satisfied with the quality of service, as well as the timeliness of response to residents within that particular station's area of responsibility.

The agreement proposed to you today would allow CFPD to begin providing paramedic-level services out of their Soquel station, located in Soquel Village at 4747 Soquel Drive. During the past year, CFPD has been hiring firefighters who also are experienced paramedics. These new hires, along with the existing cadre of CFPD paramedics, will staff the Soquel engine, as well as the current 1 7<sup>th</sup> Avenue paramedic engine. Hiring firefighters who are experienced paramedics is a change from the previous CFPD practice of training existing firefighters to be new paramedics. The new experienced firefighter/paramedics are hired from a list provided by the Emergency Medical Services Integration Authority (EMSIA), a practice supported by HSA. Santa Cruz City has also followed this pattern of using the EMSIA firefighter/paramedic list to secure new hires who possess both fire suppression and medical skills.

As in the previous agreement, CFPD has committed to the extraordinary review provided by the Medical Executive Committee, as well as the practice of having paramedics accompany patients requiring Advanced Life Support-level services to the hospital in the American Medical Response (AMR) ambulance. AMR agrees with this practice, as they did in the prior agreement.

HSA is also requesting that the HSA Administrator be authorized to designate a third CFPD station to begin paramedic services in July, 2000, if sufficiently qualified and experienced staff have been hired and are ready to staff that service. It had been the original HSA intent to restrict CFPD service expansion to one new station per year, assuming that medical services were acceptable from a quality and operational standpoint. CFPD, however, is concerned that if experienced fire paramedics are not able to practice their medical skills waiting for an arbitrary time period to pass, skill erosion will result. CFPD expects to be fully staffed by paramedics by July, 2000, to permit deployment of a third

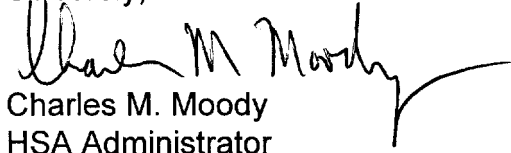
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paramedic engine (probably operating from Capitola Village), and are requesting the ability to begin that service when able to do so on a 24-hour-per-day basis. HSA concurs with this rationale, and requests your Board's approval for the HSA Administrator to make that designation when indicated and appropriate.

It is therefore RECOMMENDED that your Board:

Authorize the HSA Administrator to sign the attached agreement between the County and the Central Fire Protection District.

Sincerely,

  
Charles M. Moody  
HSA Administrator

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

- cc: CAO
- County Counsel
- Auditor-Controller
- Emergency Medical Care Commission
- Emergency Medical Services Integration Authority
- Local Agency Formation Commission
- HSA Administration
- EMS Administrator
- Central Fire Protection District

**AGREEMENT AUTHORIZING DESIGNATION OF THE CENTRAL FIRE PROTECTION DISTRICT AS AN APPROVED PARAMEDIC SERVICE PROVIDER PURSUANT TO 22 C.C.R. SECTION 100168**

THIS AGREEMENT is entered into by and between the COUNTY OF SANTA CRUZ, acting through its designated Local Emergency Medical Services Agency (hereinafter referred to as "COUNTY"), and the CENTRAL FIRE PROTECTION DISTRICT (hereinafter referred to as the "DISTRICT"):

**WITNESSETH:**

WHEREAS, the Santa Cruz County Board of Supervisors has designated the Santa Cruz County Health Services Agency (HSA) as the local EMS Agency pursuant to Health and Safety Code Section 1797.200; and

WHEREAS, Health and Safety Code Section 1798 provides that the medical direction and management of an emergency medical services system shall be under the medical control of the medical director of the local EMS agency; and

WHEREAS, medical control encompasses matters directly related to regulating the quality of emergency medical services, including policies and procedures governing dispatch, patient destination, patient care, and quality assurance; and

WHEREAS, Health and Safety Code Section 1797.204 provides that the COUNTY'S role is to plan, implement, and evaluate the local emergency medical services system including, but not limited to, the designation of paramedic service providers; and

WHEREAS, the DISTRICT is designated by the COUNTY as an "approved service provider" pursuant to 22 C.C.R. Section 100168 (b); and

WHEREAS, the COUNTY has established policies and procedures for the approval, designation, and evaluation through its quality assurance system, of all paramedic services providers; and

WHEREAS, 22 C.C.R. Section 100168 (b) (4) requires an approved paramedic service provider to have a written agreement with the Local EMS Agency to participate in the advanced life support program and to comply with all applicable State regulations and local policies and procedures, including participation in the local EMS Agency's quality assurance system; and

WHEREAS, this designation has been reviewed by the Emergency Medical Care Commission and the Pre-Hospital Advisory Committee and is consistent with the Santa Cruz County Emergency Medical Services Plan and Emergency Medical Services system; and

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WHEREAS, both parties agree that the COUNTY has complied with all the statutes and regulation governing the designation of an approved paramedic service provider; and

WHEREAS, pursuant to its regulatory responsibilities, the COUNTY is responsible for monitoring and evaluating the DISTRICT'S performance as an approved paramedic service provider; and

WHEREAS, the DISTRICT has submitted a First Response - Paramedic Proposal to COUNTY that specifies its intention to pursue a phased implementation of paramedic services at all of DISTRICT'S stations; and

WHEREAS, DISTRICT and COUNTY acknowledge that, notwithstanding the phased implementation schedule of DISTRICT'S First Response - Paramedic Proposal, COUNTY retains the discretion, pursuant to 22 C.C.R. Section 100168 (e), to change, refuse to renew, cancel, or otherwise modify this Agreement, when determined necessary  
b y C O U N T Y .

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DISTRICT RESPONSIBILITIES

A. General Responsibilities of the DISTRICT

1. DISTRICT agrees to provide paramedic (Emergency Medical Technician - Paramedic) services in compliance with all applicable State and local regulations.
2. DISTRICT agrees to abide by all protocols, policies and procedures promulgated by COUNTY governing the provision of paramedic services.
3. DISTRICT understands that neither the COUNTY nor the COUNTY'S ambulance transport contractor are obligated to pay the DISTRICT for any costs, either direct or indirect, arising out of the provision of paramedic services by the DISTRICT. This shall not affect protocols currently in place for the replacement **and/or** exchange of consumable items between the DISTRICT and the ambulance transport contractor.
4. DISTRICT agrees to pay the COUNTY a fee of ten dollars (\$10.00) per Prehospital Care Report (**PCR**) generated by firefighter paramedics having less than one year paramedic experience with the DISTRICT . This fee will be used by COUNTY to offset the additional cost incurred by COUNTY associated with the "Additional Activity" duties specified in the EMS Medical Quality Assessment and Safety Plan for EMSIA Fire Agency ALS Programs shown in Attachment A and attached hereto. DISTRICT and COUNTY understand that this fee is subject to negotiation as this Agreement is extended or renewed.

B. Response Area

1. The primary response area for paramedic services covered by this Agreement shall be the “first-in” area, as defined in Santa **Cruz** County Consolidated Emergency Communication Center’s (also known as **NetCom**) Computer Aided Dispatch (CAD) system, that is normally served by DISTRICT’S Fire Stations 1 and 3. Station 4 may be added to the paramedic service area after July 1, 2000 with the prior approval of the Health Services Agency Administrator. Station 1 is located at 930 17<sup>th</sup> Avenue. Station 3 is located at 4747 Soquel Drive. Station 4 is located at 405 **Capitola** Road. The boundaries of these first-in areas are shown in Attachment B which is hereby made part of this Agreement.
2. Under circumstances where **NetCom**’s “Station Proximity List” (the list used to determine the available fire units in closest proximity to an incident) indicates that the engine(s) available at Fire Stations 1, 3 and 4 are the most appropriate unit(s) to be dispatched to an incident, DISTRICT will respond accordingly without regard to its normal service area described in Attachment B.
3. DISTRICT and COUNTY acknowledge that DISTRICT’S ability to provide paramedic services within Fire Station 1, 3 and 4 first-in response areas will be limited by the prior commitment of firefighter/paramedic personnel to pre-existing incidents required of the station’s limited vehicular and staffing resources. When such prior commitments are a result of dispatches directed by **NetCom** or scheduled training exercises, DISTRICT’S inability to provide paramedic services will not be considered a failure to perform under this Agreement and will not result in any adverse action or judgment by COUNTY.
4. COUNTY recognizes that DISTRICT actively participates in the California Mutual Aid System and is party to the Santa **Cruz** Fire Agencies Mutual Aid Agreement. These agreements exist to insure that responses to incidents are made by the closest and most appropriate fire resource. The agreements include both mutual aid and day-to-day automatic aid components. Automatic aid agreements are in place to allow fire resources to service response areas not included within the agency’s jurisdictional boundary. In the event of a declared disaster situation which activates a mutual aid response, COUNTY further recognizes that DISTRICT may staff additional engines at other **fire** stations in order to appropriately respond to the circumstances created by a disaster situation. This Agreement will not be construed to limit DISTRICT’S ability to respond to declared disaster situation with all appropriate resources.

C. Coverage

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1. DISTRICT agrees that over the life of this Agreement that it shall designate Engine 34 11 (**E3411**), housed at Fire Station 1, Engine 34 13 (**E34 13**), housed at Station 3 and, if approved by the Health Services Agency Administrator, Engine 3414 (**E3414**), housed at Station 4, to be identified as paramedic engines or medic-engines. Each medic-engine will be staffed with at least one paramedic at all times.
2. DISTRICT shall assure that each medic-engine is designated as the front-line engine in **NetCom's** CAD system as the recommended unit for all alarm types.
3. Upon commitment to an ALS incident, medic-engines shall be considered unavailable for other duties so long as the paramedic assigned to medic-engine is engaged in the performance of paramedic related duties. Those duties will be deemed completed upon the transfer of care.
4. When a medic-engine is dispatched by **NetCom** to an incident within its respective first-in area, the response time standard used by COUNTY in evaluating DISTRICT'S PERFORMANCE in this regard will be reporting on-scene within six (6) minutes for ninety percent (90%) of the calls. Response time will be measured using **NetCom's** CAD system and defined as the elapsed time between the "date stamp" entered into the CAD system by **NetCom's** dispatcher documenting the dispatch and the time the medic engine reports to the dispatcher as being "on-scene."

**D. Staffing**

1. DISTRICT agrees that engines specified as paramedic engines will be staffed at all times with at least one paramedic accredited by COUNTY. The paramedic may be of any rank.
2. DISTRICT will assure that all paramedic personnel providing services under this Agreement maintain all required licenses and certifications in good standing as required by the State Health and Safety Code, Title XXII of the California Code of Regulations.
3. DISTRICT will maintain an administrative structure to oversee the performance and training of its paramedics. Quality assurance issues will be addressed in accordance with the EMS Agency's Quality Assurance/Quality Improvement plan and the EMS Medical Quality Assessment and Safety Plan for EMSIA Fire Agency **ALS** Programs (Attachment A).
4. DISTRICT paramedics shall be visually identifiable by the wearing of a patch on their clothing that clearly identifies them as paramedics. This patch shall be consistent with the patch currently worn by the engine-based paramedics and be subject to the approval of the EMS Agency.

#### E. Dispatch

1. DISTRICT will designate a representative to work with the County's public safety dispatch entity, the Santa Cruz Consolidated Emergency Communications Center (or **NetCom**) with respect to training, coordination, cooperation and communication.
2. Communication and telemetry equipment utilized by paramedic personnel will be compatible with equipment utilized by **NetCom** and base station hospitals.

#### F. Vehicles, Equipment and Supplies

1. Vehicles and equipment will be maintained by DISTRICT in good condition and meet or exceed standards established by the State and County.
2. DISTRICT agrees to maintain drug, medical supply and equipment inventory according to local EMS Agency policy and consistent with State, Federal and local regulations. All costs associated with this requirement are to be borne exclusively by the DISTRICT, insofar as they are consistent with the current EMS Agency protocols and/or County's ambulance contractor regarding the restocking of consumable items.

#### G. Medical Control

1. DISTRICT will take all necessary actions to assure that its paramedic's performance in the field complies with all applicable policies and procedures. It is DISTRICT'S responsibility to demonstrate compliance with such policies and procedures to the EMS Medical Director in all matters related to the medical performance of its paramedics.
2. DISTRICT shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, working with and through the Pre-Hospital Advisory Committee, implementing amendments to the policies and procedures manual, and employee orientation.
3. In all clinical matters, DISTRICT paramedics will work under on-line medical direction of EMS system's designated base hospital. Each of the accredited personnel working in the system has not only a right, but also a legal obligation, to work directly with the system physician leadership on issues related to patient care.



4. DISTRICT agrees to abide by all decisions regarding medical control made by the COUNTY and/or EMS Medical Director

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#### H. Quality Assurance

1. DISTRICT shall adhere to California State laws, rules, and/or regulations which require all paramedic service providers to have a COUNTY approved continuous quality improvement (CQI) plan and provide reports as mutually agreed upon to the EMS Agency which documents quality assurance activities, problem identification and proposed solutions.
2. DISTRICT shall actively participate in the EMS Agency's medical CQI program, provide special training and support to DISTRICT'S paramedic personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry.
3. DISTRICT shall participate in the data system for medical response documentation and other quality assurance activities as requested by the COUNTY.
4. DISTRICT agrees to be subject to the authority of the duly appointed quality assurance coordinator of the Emergency Medical Services Integration Authority (EMSIA) with respect to adherence to the EMS Agency approved EMSIA Emergency Medical Services Quality Assurance Plan.
5. DISTRICT will respond to quality assurance inquiries in a timely manner.
6. DISTRICT agrees to participate in the EMS Quality Assessment and Safety Plan for EMSIA Fire Agency ALS Programs (Attachment A) including, but not limited to the following components: patient care record review, critical skills performance review, seldom-used drug and skills review, and general patient management review.

## II. COUNTY RESPONSIBILITIES

### A. Miscellaneous Responsibilities

1. The COUNTY general responsibilities shall include:
  - a. Oversight of the EMS dispatch system
  - b. Assuring EMS system integration and coordination of activities in cooperation with EMSIA
  - c. Development and implementation of EMS policies and procedures

- d. Enforcement of EMS rules, regulations, and policies
- e. Provision of standard reports as defined in the EMS Medical Quality Assessment and Safety Plan.

- 2. The COUNTY is responsible for paramedic accreditation within the County's boundaries, including accreditation of DISTRICT'S paramedics. DISTRICT'S paramedics shall be subject to accreditation requirements no more stringent than those applicable to other paramedics performing similar services within County, and COUNTY shall not unreasonably withhold accreditation of DISTRICT'S paramedics. During the term of this Agreement, DISTRICT shall be considered an authorized ALS provider for paramedic accreditation purposes.
- 3. The COUNTY has the authority to withdraw paramedic accreditation for cause when DISTRICT'S employees are found to be medically incompetent or negligent.

**B. Medical Control**

- 1. The COUNTY shall ensure the continuous and reliable availability of qualified Base Hospital physician medical control by radio/phone contact with field paramedics. It is the responsibility of COUNTY to ensure rapid and reliable radio access to emergency physicians who are fully knowledgeable of the local paramedic personnel, medical protocols, on-board equipment and supplies, patient assessment procedures, communication procedures, and medical audit processes.
- 2. The EMS Agency Medical Director shall be the sole authority for the issuing and signing of any and all treatment guidelines and protocols.
- 3. The EMS Agency Medical Director shall have approval authority over any and all changes to the medical quality assurance plans under which DISTRICT'S paramedics operate.
- 4. COUNTY shall have final decision making authority in resolving any disputes that may arise between DISTRICT and ambulance contractor paramedics arising out of the provision of first responder services. Settlement of such disputes shall be in accordance with established protocols when such exist.
- 5. The COUNTY will evaluate any incident in which there is reason to believe patient care was compromised for any reason. This shall be accomplished in accordance with existing EMS Agency procedures and protocols governing such incidents.

### III. GENERAL PROVISIONS

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- A. Indemnification For Damages, Taxes and Contributions: DISTRICT shall exonerate, indemnify, and hold harmless, without limitation, COUNTY, its officers, agents, employees and volunteers from and against:
- a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the DISTRICT'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of DISTRICT and third persons.
  - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to DISTRICT and DISTRICT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- B. Presentation of Claims: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- C. Retention and Audit of Records: DISTRICT shall retain records pertinent to this Agreement for a period of not less than five (5) years.
- D. Parties Operate Independently: Nothing contained in this Agreement shall be construed to make any party hereto or any of its officers, agents, or employees the officer, agent or employee of any other party.
- E. Notification: All notices herein required shall be in writing and delivered in person or sent by first class mail, postage prepaid, addressed as follows:

The Central Fire Protection District  
2425 Porter Street, Suite 14  
Soquel, CA 95073-2453

County of Santa **Cruz**  
Health Services Agency  
PO Box 962  
Santa Cruz, CA 9506 1

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IV. TERM, RENEWAL and TERMINATION

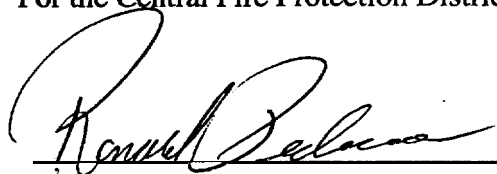
- A. This Agreement shall be effective October 30, 1999 and shall continue through October 31, 2000.
- B. DISTRICT may request a renewal of its designation as an approved paramedic service provider by the COUNTY pursuant to C.C.R. Section 100168 (e). Said request by the DISTRICT for continued designation shall be filed with the COUNTY no earlier than ninety (90) calendar days prior to the termination date of this Agreement. The COUNTY shall evaluate any request and prepare a recommendation at least thirty (30) days prior to the expiration of this Agreement for consideration by the Board of Supervisors.
- C. COUNTY may deny, suspend, or revoke the approval of the DISTRICT as a paramedic service provider for failure to comply with applicable policies, procedures, and regulations pursuant to C.C.R. Section 10168 (f).

IN WITNESS WHEREOF, the parties have executed this Agreement on dates indicated below.

For the County of Santa Cruz

For the Central Fire Protection District

\_\_\_\_\_  
 Charles M. Moody  
 HSA Administrator

  
 \_\_\_\_\_  
 Ronald Pederson  
 Chair, Central Fire Protection District

Date: \_\_\_\_\_

Date: Sept. 27, 1999

APPROVED AS TO FORM:

\_\_\_\_\_  
 Assistant County Counsel