



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ <sup>0153</sup>

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## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
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September 28, 1999

AGENDA: October 19, 1999

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

**SUBJECT: AGREEMENT AUTHORIZING DESIGNATION OF THE CITY OF SANTA CRUZ  
FIRE DEPARTMENT AS AN APPROVED PARAMEDIC SERVICE PROVIDER**

Dear Board Members:

We are requesting authorization for the Health Services Agency Administrator to sign the attached agreement which designates the City of Santa Cruz Fire Department as an approved paramedic service provider.

### Background

State law requires agencies wishing to provide paramedic (Emergency Medical Technician – Paramedic [EMTP]) services to be designated by the County as a paramedic service provider. The law also requires an approved paramedic service provider to have a written agreement with the County which governs participation in the Advanced Life Support (ALS) program, and to comply with all applicable State regulations and local policies and procedures, including participation in the quality assurance system. Currently, American Medical Response (AMR, the County's ambulance provider), the Aptos/La Selva Fire District, and the Central Fire Protection District are designated as paramedic service providers in Santa Cruz County.

Last year, your Board authorized HSA to sign an agreement with the Central Fire Protection District (CFPD) to provide engine-based paramedic services from one of their four stations. The CFPD program and a proposed expansion to a second station are subjects of another Board letter on today's agenda. The request of the Santa Cruz City Fire Department is similar to the proposal and agreement presented to your Board last year regarding the Central Fire District.

The issues addressed in the development of the Central proposal are addressed in the Santa Cruz proposal.

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Over the past year, Santa Cruz Fire has participated in a joint recruitment effort with Central Fire and the Aptos/La Selva Beach Fire District in order to hire firefighters who are also trained and certified as paramedics. At present, Santa Cruz Fire has employed four experienced paramedics with over thirty years of collective EMS service. Additionally, they have trained three veteran firefighters as paramedics. The three newly trained paramedics will be assigned to work with the four experienced paramedics. Santa Cruz proposes to initiate their Paramedics Program from their West Side station which responds to approximately four hundred medical calls per year. In addition to responding to West Side Santa Cruz calls, they expect to continue their current practice of responding to medical (and other) calls outside of the City limits, including calls originating from the North Coast and Bonny Doon areas.

### The Agreement

The agreement, designating Santa Cruz Fire as an approved paramedic service provider, allows that department to provide paramedic-level services from one station (West Side Station, located at 335 Younglove Avenue). The paramedic engine will respond to calls in the West Side Santa Cruz area, UCSC, and the coastal areas north of Santa Cruz.

The agreement is limited to a one-year period of time with renewal options. Although it is the department's stated intent to expand paramedic-level services to the Central Santa Cruz station in the second year, the recommended agreement authorizes only the one West Side station. The agreement specifies that Santa Cruz Fire will have at least one paramedic available 24 hours per day to provide Advanced Life Support services for individuals within the designated service area. The agreement calls for a response time of six minutes in 90% of the dispatches. Transportation of individuals will remain the responsibility of AMR. The agreement requires Santa Cruz paramedics to accompany patients requiring ALS-level skills to the hospital in the AMR ambulance so that continuity of care is assured, and so that the paramedics may receive feedback from emergency department personnel regarding care given. It also requires Santa Cruz Fire to participate in the County's quality assurance program and specifies that the program is under the medical direction of the EMS Agency's Medical Director. It requires the department to pay the County \$10 per patient care report generated to offset increased County cost of providing the quality assurance necessary to insure program safety.

### Governance

HSA is responsible for oversight of the County-wide life support system and establishment of policies and procedures for approval and designation of paramedic providers as well as evaluation through the quality assurance system. Other issues of public concern, such as fire agency costs, issues of local agency governance, and possible dilution of fire prevention and suppression efforts are not within HSA's purview. The Santa Cruz City Council has voted unanimously to support this proposal.

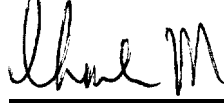

It is, therefore, RECOMMENDED that your Board:

1. Authorize the HSA Administrator to sign the attachment agreement authorizing designation of the City of Santa Cruz as an approved paramedic service provider.

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- 2. Direct HSA to report back to the Board at the first meeting in April, 2000, on progress on this matter.

Sincerely,

   
 \_\_\_\_\_  
 Charles M. Moody, HSA Administration

RECOMMENDED:

  
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Susan A. Mauriello  
County Administrative Officer

CMM/RV:js

- cc: County Administrative Office  
 County Counsel  
 Auditor-Controller  
 Emergency Medical Care Commission  
 Emergency Medical Services Integration Authority  
 Local Agency Formation Commission  
 HSA Administration  
 EMS Administrator  
 City of Santa Cruz Fire Dept.

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AGREEMENT AUTHORIZING DESIGNATION OF THE CITY OF SANTA CRUZ  
FIRE DEPARTMENT 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 CITY OF SANTA CRUZ FIRE DEPARTMENT (hereinafter referred to as the "CITY"):

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 CITY is seeking designation 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 advance 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

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

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

WHEREAS, the COUNTY has determined that it is in the public's interest, convenience and welfare that this Agreement be initially limited to a one year "pilot program" period to evaluate the CITY'S performance, including but not limited to, the system-wide impact brought about by the implementation of the first phase of the CITY'S Paramedic Proposal; and

WHEREAS, the CITY has submitted a First Response - Paramedic Proposal to COUNTY that specifies its intention to pursue a phased implementation of paramedic services at all of the CITY'S stations over a three year period with the initial phase being the implementation of paramedic service at the 335 Younglove Avenue station; and

WHEREAS, CITY and COUNTY acknowledge that, notwithstanding the three year phased implementation schedule of CITY'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 by COUNTY.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. CITY RESPONSIBILITIES

A. General Responsibilities of the CITY

1. CITY agrees to provide paramedic (Emergency Medical Technician - Paramedic) services in compliance with all applicable State and local regulations.
2. CITY agrees to abide by all protocols, policies and procedures promulgated by COUNTY governing the provision of paramedic services.
3. CITY understands that neither the COUNTY nor the COUNTY'S ambulance transport contractor are obligated to pay the CITY for any costs, either direct or indirect, arising out of the provision of paramedic services by the CITY. This shall not affect protocols currently in place for the replacement and/or exchange of consumable items between the CITY and the ambulance transport contractor.

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4. CITY agrees to pay the COUNTY a fee of ten dollars (\$10.00) per patient care record generated as a result of a CITY'S paramedic response regardless of the location of the response. 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 Implementation of Santa Cruz Fire Department Paramedic Program shown in Attachment A and attached hereto. CITY and COUNTY understand that this fee is subject to negotiation should this Agreement be extended or renewed after the one-year "pilot project" phase.

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 the CITY'S fire station #3. This station is located at 335 Younglove Avenue. The boundaries of this first-in area are shown in Attachment B which is hereby made part of this Agreement.
2. Under circumstances where Netcom's "Situation 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 station #3 is (are) the most appropriate unit(s) to be dispatched to an incident, CITY will respond accordingly without regard to its normal service area described in Attachment B.
3. CITY and COUNTY acknowledge that CITY'S ability to provide paramedic services within the fire station #3 first-in response area 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, CITY'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 CITY 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 response 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 CITY may staff additional engines at other fire stations in order to appropriately respond to the circumstances created by as disaster situation. This Agreement will not be construed to limit CITY’S ability to respond to declared disaster situation with all appropriate resources.

C. Coverage

- 1. CITY agrees that over the life of this Agreement that it shall designate engine 3 113 (E3 113), housed at fire station #3 to be its paramedic engine and intends to staff E3 113 with at least one paramedic as part of normal scheduling.
- 2. CITY shall assure that engine 3 113 is designed as the front-line engine in Netcom’s CAD system as the recommended unit for all alarm types emanating from the fire station #3 first-in area defined herein.
- 3. Upon commitment to an ALS incident, engine 3 113 shall be considered unavailable for other duties so long as the paramedic assigned to E3 113 is engaged in the performance of paramedic related duties. Those duties will be deemed completed upon the transfer of care at the receiving hospital.
- 4. When engine 3 113 is dispatched by Netcom to an incident within fire station #3's first-in area, the response time standard used by COUNTY in evaluating CITY’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 E3 113 reports to the dispatcher as being “on-scene”.

D. Staffing

- 1. CITY 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. CITY 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. CITY will establish 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 Implementation of City of Santa Cruz Fire Department Paramedic Program (Attachment A).
- 4. CITY 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 of the Aptos/LaSelva Fire Protection District.

E. Dispatch

- 1. CITY 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 CITY in good condition and meet or exceed standards established by the State and County.
- 2. CITY 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 CITY, insofar as they are not inconsistent with the current EMS Agency protocols and/or County’s ambulance contractor regarding the restocking of consumable items.

G. Medical Control

- 1. CITY will take all necessary actions to assure that its paramedics performance in the field complies with all applicable policies and procedures. It is CITY’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.



such policies and procedures to the EMS Medical Director in all matters related to the medical performance of its paramedics.

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2. CITY 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, CITY 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 a legal obligation, to work directly with the system physician leadership on issues related to patient care.
4. CITY agrees to abide by all decisions regarding medical control made by the COUNTY and/or EMS Medical Director.

#### H. Quality Assurance

1. CITY 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. CITY shall actively participate in the EMS Agency's medical CQI program, provide special training and support to CITY'S paramedics 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. CITY shall participate in the data system for medical response documentation and other quality assurance activities as requested by the COUNTY.
4. CITY 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. CITY will respond to quality assurance inquiries in a timely manner.

6. CITY agrees to participate in the EMS Agency's Quality Assessment and Safety Plan (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.

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## 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 CITY'S paramedics. CITY'S paramedics shall be subject to accreditation requirements no more stringent than those applicable to other paramedics performing similar duties within County and COUNTY shall not unreasonable withhold accreditation of CITY'S paramedics. During the term of this Agreement, CITY shall be considered an authorized ALS provider for paramedic accreditation purposes.
3. The COUNTY has the authority to withdraw paramedic accreditation for cause when CITY'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.

2. The EMS Agency Medical Director shall be the sole authority for<sup>0163</sup> 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 CITYS paramedics operate.
4. COUNTY shall have the final decision making authority in resolving any disputes that may arise between CITY 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

#### A. Indemnification for Damages, Taxes and Contributions:

- a. CITY shall exonerate, indemnify and hold harmless without limitation, COUNTY, its officers, agents, employees and volunteers from and against:
  1. 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 CITY'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 CITY and third persons.
  2. Any and all Federal, State and Local taxes, charges, fees or contributions required to be paid with respect to CITY and CITY'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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b. COUNTY shall indemnify, defend and hold harmless CITY, its officers, employees and agents, from and against any and all claims, demands, costs, liabilities and actions arising out of, or in any manner connected with the COUNTY'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the CITY, or willful misconduct its officers, employees or agents, such indemnification includes any damage to the person(s) or property(ies) of COUNTY and third persons.

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: CITY 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:

City Santa Cruz Fire Department  
711 Center Street  
Santa Cruz, CA 95060  
Attn: Ron Prince, Fire Chief

County of Santa Cruz  
Health Services Agency  
P. O. Box 962  
Santa Cruz, CA 95061

IV. TERM, RENEWAL AND TERMINATION

A. This Agreement shall be effective thirty (30) days following approval by the Santa Cruz County Board of Supervisors of CITY'S intent to provide paramedic services under this Agreement and shall continue for one year.

B. CITY may request a renewal of its designation as an approved paramedic service provider by the COUNTY pursuant to C.C.R. Section 100168(e) prior to the conclusion of the one year "pilot program" period. Said request by the CITY for continued designation shall be filed with the COUNTY no earlier

than ninety (90) calendar days prior to the termination date of this Agreement. <sup>0165</sup>  
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.

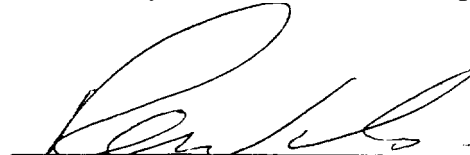
- C. COUNTY may deny, suspend or revoke the approval of the CITY as a paramedic service provider for failure to comply with applicable policies, procedures and regulations pursuant to C.C.R. Section 10168.(f).

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

For the County of Santa Cruz

For the City of Santa Cruz Fire Department

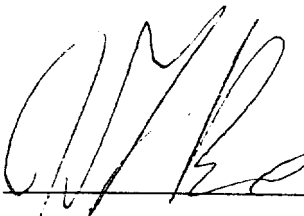
\_\_\_\_\_  
Charles M. Moody  
HSA Administrator

  
\_\_\_\_\_  
Richard C. Wilson  
City Manager

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

Date: 7-15-46

APPROVED AS TO FORM:

  
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6-30-99

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