



County of Santa Cruz

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061-0962

(831) 454-4120 FAX: (831) 454-4272 TDD: (831) 454-4123

EMERGENCYMEDICAL
SERVICES

January 8, 2001

Agenda: January 23, 2001

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

RE: Central Fire Department Advances Life Support Program

Dear Board Members:

We are requesting authorization for the Health Services Agency Administrator to sign the attached agreement which designates the Central Fire Department as an approved paramedic service provider for Station 2 – Thurber Lane and renews the Central Fire District ALS program.

On November 20, 1997 a paramedic program proposal was submitted to HSA which would allow paramedic response from all four Central Fire District stations. On August 4, 1998, an agreement to start the first phase of the program at station one was submitted and approved by your Board. On October 19, 1999, a proposal to extend the ALS program to stations three and four was submitted and approved by your Board. The attached agreement would implement the last phase of the proposal by staffing station 2 and renewing the Central Fire District ALS agreement.

The HSA Administrator is in receipt of a request to consider staffing the remaining Central fire station on Thurber Lane and renew the ALS provider designation. The Medical Executive Committee met October 5, 2000 to evaluate proposed Fire department expansions that would add more ALS-staffed stations to a community integrated EMS/fire system. The review concluded that there were no significant issues in the quality of care. The base station physicians and nurses had no adverse patient care events to report. The Medical Executive Committee discussed its continuing concern about the decreasing opportunity for individual medics to have sufficient field contacts to maintain critical skills, and recommended that the Emergency Medical Services Integration Authority (EMSIA) hire an EMS Quality Improvement Coordinator. The Medical Executive Committee recommended to Dr. David McNutt, County Health Officer, that Central Fire Department be authorized to proceed with paramedic staffing and operations of the Thurber Lane station.

Doctor McNutt has reviewed the recommendation of the Medical Executive Committee and a letter of support from EMSIA recommending the paramedic expansion of the Central Fire Department. HSA is responsible for the oversight of the county-wide advanced life support system and establishment of the policies and procedures for approval and designation of paramedic providers as well as evaluation through the quality assurance system.

It is therefore, recommended that your Board:

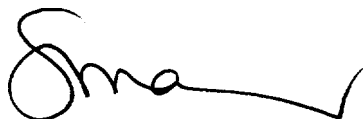
1. Authorize the HSA Administrator to sign the attached agreement, which designates Central Fire Department as an approved paramedic service provider for the entire Central Fire District.
2. Direct HSA to report to the Board in its annual Report Back on Fire Services Integration regarding implementation of the agreement.

Sincerely,



Rama Khalsa, Ph.D.
HSA Administrator

RECOMMENDED



Susan A. Mauriello
County Administrative Officer

cc: **County Administrative Officer**
Auditor- Controller
County Counsel
HSA Administration
EMS Manager

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0253

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

FROM: HEALTH SERVICES AGENCY (Dept.)

R. Khulson (Signature) 1/8/01 (Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ and CENTRAL FIRE PROTECTION DISTRICT (Agency)
and, (Name & Address)

2. The agreement will provide ENGINE-BASED PARAMEDIC SERVICES IN THE CENTRAL FIRE DISTRICT

3. The agreement is needed 30 DAYS AFTER BOARD ACTION 1/23/2001

4. Period of the agreement is from FEBRUARY 23, 2001 to FEBRUARY 23, 2002

5. Anticipated cost is \$ 0 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: NO FINANCIAL COST TO COUNTY

7. Appropriations are budgeted in NA (Index#) NA (Subobject)

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

Appropriations are / are not have been / will be encumbered. Contract No. C002335 Date 1-10-01

GARY A. KNUTSON, Auditor - Controller

By P. Silbaugh Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency). _____ County Administrative Officer

Remarks: _____ (Analyst) BY _____ Date _____

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
● 70 Orig. Dept. if rejected.
ADM-29 (6/95)

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 officer entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19__ BY _____ Deputy Clerk

46

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 CENTRAL FIRE PROTECTION DISTRICT (hereinafter referred to as "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 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

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 the DISTRICT 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 by COUNTY.

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 as a result of a DISTRICT’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 EMSIA Fire Agency ALS Programs. 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 through 4.
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 Stations 1 through 4 are the most appropriate unit(s) to be dispatched to an incident, DISTRICT will respond accordingly without regard to its normal service area.
3. DISTRICT and COUNTY acknowledge that DISTRICT’S ability to provide paramedic services within the Fire Stations 1 through 4 first-in response area and 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 as 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

1. DISTRICT agrees that over the life of this Agreement that it shall designate Engine 3411 (E3411), housed at Fire Station 1, Engine 3412 (E3412) and/or Truck 3470 (T3470), housed at Station 2, 3413 (E3413), housed at Station 3 and, 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 designed 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 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 EMSIA Fire Agency ALS Programs.

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 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 not inconsistent 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 paramedics 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 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.

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 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. 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 Agency's 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 duties 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 DISTRICTS paramedics operate.
4. COUNTY shall have the 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

A. Indemnification for Damages, Taxes and Contributions:

- a. DISTRICT 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 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.
 2. 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. COUNTY shall indemnify, defend and hold harmless DISTRICT, 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

DISTRICT, 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: 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:

Central Fire Protection District
 930 17TH Ave.
 Santa Cruz, CA 95062
 Attn: Bruce Scott, Interim 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 DISTRICT'S intent to provide paramedic services under this Agreement and shall continue for one year.
- 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 Central Fire Protection District

 Rama Khalsa, Ph.D.
 HSA Administrator

Mills Ridgeway

 Mills Ridgeway
 Chair, Central Fire Protection District

Date: _____

Date: 1-8-01

APPROVED AS TO FORM:
