



# County of Santa Cruz

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## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY  
ADMINISTRATION

October 31, 2000

**Agenda: November 20, 2001**

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

**Re: Approve Renewal of Aptos-La Selva Fire Protection District Advanced Life Support Program**

Dear Members of the Board:

The Health Services Agency (HSA) is requesting authorization to sign the attached agreement which allows the Aptos-La Selva Fire Protection Department to continue as an approved paramedic service provider.

Aptos-La Selva Fire Protection District has been providing first response-paramedic service at all District stations since 1978 pursuant to an agreement dated August 15, 1980 and renewed annually. Periodic Status Reports regarding the Aptos-La Selva Fire Protection District Advanced Life Support (ALS) program, which included a focused clinical review of paramedic performance, have been provided to your Board in reports on Fire Services Integration in November 2000 and November 2001.

HSA has received the request from the Aptos-LaSelva Fire Protection District to renew its ALS provider designation. The Medical Executive Committee's review of engine-based paramedic services concluded that there were no significant issues in the quality of care of these services. The base station physicians and nurses had no adverse patient care events to report. HSA is responsible for the oversight of the countywide 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.

HSA finds that the Aptos-LaSelva Fire Protection District has achieved an excellent level of quality in its ALS service and recommends approval of their renewal request.

It is, therefore, RECOMMENDED that your Board:

0268

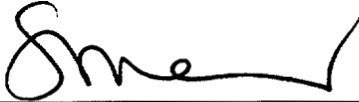
1. Approve the attached agreement designating the Aptos-La Selva Fire Protection Department as an approved paramedic service provider and authorize the Health Services Administrator to sign.

Sincerely,



Rama Khalsa, Ph.D.  
Health Services Administrator

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Office  
County Counsel  
Auditor-Controller  
Health Services Administration  
Emergency Medical Care Commission  
Aptos-LaSelva Fire Protection District

**COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT**

0269

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Health Services Agency (Department)

BY: [Signature] (Signature) 11/6/01 (Date)  
Signature certifies that at least appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement  Revenue Agreement  **MOU X**

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

1. Said agreement is between the Health Services Agency (Department/Agency)  
and Aptos-La Selva Fire Protection District (Name/Address)

2. The agreement will provide paramedic (Emergency Medical Technician-Paramedic) services  
in compliance with all applicable State and local regulations

3. Period of the agreement is from 11/20/01 to 12/31/02

4. Anticipated Cost is \$ n/a MOU  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: MOU

5. Detail:  On Continuing Agreements List for FY \_\_\_\_\_ . Page CC-\_\_\_\_\_ Contract No: \_\_\_\_\_ OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362010 (Index) n/a (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.  
are not available and will be encumbered.

Contract No: N/A

By: [Signature]  
Auditor-Controller Deputy

Date: 11/7/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize HSR Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 11/08/01

By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \_\_\_\_\_ \$ \_\_\_\_\_  
Document No. JE Amount Lines H/TL Keyed By Date

TC110 \_\_\_\_\_ \$ \_\_\_\_\_  
Auditor Description Amount Index Sub object User Code

**AGREEMENT AUTHORIZING DESIGNATION OF THE APTOS -LA SELVA 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 APTOS-LA SELVA 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 1797.201; 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 100 168(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 been providing a First Response - Paramedic service to COUNTY at all of the DISTRICT stations since 1978 and pursuant to an agreement between COUNTY, DISTRICT, and Dominican Santa Cruz Hospital dated August 15, 1980 and renewed annually thereafter; and

WHEREAS, DISTRICT and COUNTY acknowledge that 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 enter into an agreement with EMSIA to employ a quality assurance nurse no later than July 1, 2001. The quality assurance nurse will assume duties specified in the EMS Medical Quality Assessment and Safety Plan for EMSIA Fire Agency ALS Programs formerly identified as "Additional Activity" for the EMS Medical Director regarding Patient Care Record review.

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 DISTRICTS Fire Stations.
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 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 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 DISTRICTS 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 3511 (~~E351~~1), housed at Fire Station 1, Engine 3512 (E3512), housed at Station 2, and Engine 3513 (E3513), housed at Station 3 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 seven (7) 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 DISTRICTS 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:

Aptos-La Selva Protection District  
6934 Soquel Drive  
Aptos, CA 95003  
Attn: Gary Smith, 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 following approval by the Santa Cruz County Board of Supervisors of DISTRICT'S intent to provide paramedic services under this Agreement and shall continue to December 31, 2002. The subsequent term for the agreement when renewed shall be 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.

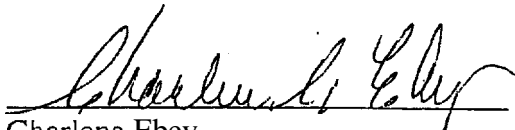
C. COUNTY may deny, suspend or revoke the approval of the DISTRICT as a paramedic service provider for failure to comply with applicable policies, procedures and regulations pursuant to C.C.R. Section 10168(f).

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

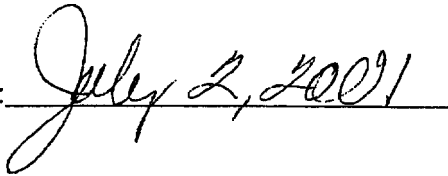
For the County of Santa Cruz

For Aptos-La Selva Fire Protection District

\_\_\_\_\_  
Rama Khalsa, Ph.D.  
HSA Administrator

  
\_\_\_\_\_  
Charlene Ebey  
Chair, Aptos-La Selva Fire Protection  
District

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

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

APPROVED AS TO FORM:

\_\_\_\_\_