



County of Santa Cruz

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 17, 2001

Agenda: December 4, 2001

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

RE: Watsonville Fire Advanced Life Support Program

Dear Members of the Board:

The Health Services Agency (HSA) is requesting your Board's approval of the attached agreement designating the Watsonville Fire Department as an approved paramedic service provider at Fire Station One.

On September 20, 2001, Watsonville Fire submitted a paramedic program proposal to HSA which would allow paramedic response from the downtown Watsonville Fire District station. The proposal would place one ALS engine in service January 1, 2002 and a second ALS engine in service by 2003.

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, which was done June 14, 2001. The EMS Medical Director, Dr. Kent Benedict, recommended to Dr. David McNutt, County Health Officer, that Watsonville Fire Department be authorized to proceed with paramedic staffing and operation of the downtown station.

Doctor McNutt has reviewed the recommendation of the EMS Medical Director and a letter of support from EMSIA recommending ALS service delivery by the Watsonville 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:

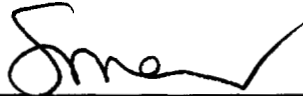
1. Approve the attached agreement with the Watsonville Fire Department designating them as an approved paramedic service provider at Fire Station One and authorize the Health Services Administrator to sign; and
2. Direct the Health Services Agency to report on the implementation of this agreement in the Annual Report on Fire Services Integration, which will be sent to your Board on or before December 10, 2002.

Sincerely,



Rama Khalsa, Ph.D.
Health Services Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachment: Agreement Authorizing Designation of Watsonville Fire Department as an Approved Paramedic Service Provider Pursuant to 22 C.C.R. Section 100168

CC: County Administrative Office
County Counsel
Auditor-Controller
Health Services Administration
Emergency Medical Care Commission
Emergency Medical Services Integration Authority
Watsonville Fire Department

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)
BY: [Signature] (Signature) 11/14/01 (Date)
Signature certifies that 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 Watsonville Fire Department (Name/Address)

2. The agreement will provide authorization to designate Watsonville Fire Department as an
approved paramedic service provider

3. Period of the agreement is from January 3, 2002 to December 31, 2002

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

Remarks: this is a memorandum of understanding

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☒ 1st Time Agreement ✓
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement
MOU

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

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

are available and have been encumbered.
are not will be

Contract No: 12644

By: [Signature]
Auditor-Controller Deputy

Date: 11/15/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

HSA Administrator (Dept/Agency Head) to execute on behalf of the
Health Services Agency (Department/Agency)

Date: 11/28/01

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 request for approval of agreement was ap-
proved 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 Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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

TC10 \$ /
Auditor Description Amount Index Sub object User Code

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

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 DEPARTMENT 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 Pre-Hospital Advisory Committee, the EMS Medical Director, the County Health Officer 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 DEPARTMENT'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 DEPARTMENT'S performance, including but not limited to, the system-wide impact brought about by the implementation of the first phase of the DEPARTMENT'S Paramedic Proposal; and

WHEREAS, the DEPARTMENT has submitted a First Response - Paramedic Proposal to COUNTY that specifies its intention to pursue a phased implementation of paramedic services at both of the DEPARTMENT'S stations over a two year period with the initial phase being the implementation of paramedic service at the 115 Second Street station; and

WHEREAS, DEPARTMENT and COUNTY acknowledge that, notwithstanding the two year phased implementation schedule of DEPARTMENT'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. DEPARTMENT RESPONSIBILITIES

A. General Responsibilities of the DEPARTMENT

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

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 DEPARTMENT'S fire station #1. This station is located at 115 Second Street.
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 #1 is (are) the most appropriate unit(s) to be dispatched to an incident, DEPARTMENT will respond accordingly without regard to its normal service area.
3. DEPARTMENT and COUNTY acknowledge that DEPARTMENT'S ability to provide paramedic services within the fire station #1 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, DEPARTMENT'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 DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT'S ability to respond to declared disaster situation with all appropriate resources.

C. Coverage

1. DEPARTMENT agrees that over the life of this Agreement that it shall designate engine 4411 (E4411), housed at fire station #1 to be its

paramedic engine and intends to staff E4411 with at least one paramedic as part of normal scheduling.

2. DEPARTMENT shall assure that engine 4411 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 #1 first-in area defined herein.
3. Upon commitment to an ALS incident, engine 4411 shall be considered unavailable for other duties so long as the paramedic assigned to E4411 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 4411 is dispatched by NetCom to an incident within fire station #1's first-in area, the response time standard used by COUNTY in evaluating DEPARTMENT'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 E4411 reports to the dispatcher as being "on-scene".

D. Staffing

1. DEPARTMENT 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. DEPARTMENT 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. DEPARTMENT 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 Paramedic Program.
4. DEPARTMENT 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/La Selva Fire Protection District.

E. Dispatch

1. DEPARTMENT 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 DEPARTMENT in good condition and meet or exceed standards established by the State and County.
2. DEPARTMENT 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 DEPARTMENT, 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. DEPARTMENT will take all necessary actions to assure that its paramedics performance in the field complies with all applicable policies and procedures. It is DEPARTMENT'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. DEPARTMENT 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, DEPARTMENT paramedics will work under on-line medical direction of EMS system's designated Base Hospitals. 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. DEPARTMENT agrees to abide by all decisions regarding medical control made by the COUNTY and/or EMS Medical Director.

H. Quality Assurance

1. DEPARTMENT 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. DEPARTMENT shall actively participate in the EMS Agency's medical CQI program, provide special training and support to DEPARTMENT'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. DEPARTMENT shall participate in the data system for medical response documentation and other quality assurance activities as requested by the COUNTY.
4. DEPARTMENT 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 EMSTA Emergency Medical Services Quality Assurance Plan.
5. DEPARTMENT will respond to quality assurance inquiries in a timely manner.
6. DEPARTMENT agrees to participate in the EMS Agency's Quality Assessment and Safety Plan 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 DEPARTMENT'S paramedics. DEPARTMENT'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 DEPARTMENT'S paramedics. During the term of this Agreement, DEPARTMENT shall be considered an authorized ALS provider for paramedic accreditation purposes.
 3. The COUNTY has the authority to withdraw paramedic accreditation for cause when DEPARTMENT'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 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 DEPARTMENT'S paramedics operate.
4. COUNTY shall have the final decision making authority in resolving any disputes that may arise between DEPARTMENT 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. DEPARTMENT 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 DEPARTMENT'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 DEPARTMENT and third persons.
 2. Any and all Federal, State and Local taxes, charges, fees or contributions required to be paid with respect to DEPARTMENT and DEPARTMENT'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 DEPARTMENT, 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 DEPARTMENT, 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: DEPARTMENT 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:

Watsonville Fire Department
 115 Second Street
 Watsonville, CA 95076
 Attn: Leo Leon, 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 DEPARTMENT'S intent to provide paramedic services under this Agreement and shall continue for one year.
- B. DEPARTMENT 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 DEPARTMENT 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 DEPARTMENT 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 Watsonville Fire Department

Rama Khalsa, Ph.D.
HSA Administrator

Carlos Palacios
City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:



Approved as to Insurance

By Janet McKinley
Risk Manager

Date ~~11-16-2001~~ 11-16-2001