EMERGENCY MEDICAL CARE COMMITTEE (EMCC)

Thursday, November 17, 2016
1:00 pm – 3:00 pm

Valley Specialty Center, Room BQ160,
751 South Bascom Avenue, San Jose, CA 95128

All reports and supporting material are available for review on the Santa Clara County EMS Agency website at www.sccemsagency.org and in the EMS Agency’s offices at least one week prior to the meeting. ( sàng Indicates supporting documentation attached. ➡ Indicates committee action required).

Purpose of the Emergency Medical Care Committee (EMCC)

The purpose of the Emergency Medical Care Committee (EMCC) as specified in the California Health and Safety Code Section 1797.274 and 1797.276 is to review the operations of each of the following at least annually:

1. Ambulance services operating within the county.

2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.

3. First aid practices in the county.

The EMCC shall convene to provide the Santa Clara County EMS Agency with its observations and recommendations relative to its review of the items above in addition to providing feedback related to the EMS System Strategic Plan, policy, education and training, quality improvement, public access, and EMS system operations.

The EMCC will also make recommendations related to the use of EMS Trust Fund for the funding of Category C: Stakeholder Projects consistent with Santa Clara County Prehospital Care Policy EMS Reference #812Trust Fund Guide and Application.

Recommendations made by the EMCC, in the form of meeting minutes, will be provided to the Health Advisory Commission by the Chair and will be published to the EMS Agency website, and available for public review.
AGENDA

1. Call to Order / Roll Call of Voting Members
   Harry Hall, Chair and Health Advisory Commissioner

2. Introductions and Announcements
   Harry Hall, Chair and Health Advisory Commissioner

3. Public Comment
   Harry Hall, Chair and Health Advisory Commissioner

   This portion of the meeting is reserved for persons desiring to address the EMS Committee on a Committee-related matter not on the agenda. Speakers are limited to two (2) minutes. The law does not permit Committee action or extended discussion on any items not on the agenda except under special circumstances. Statements that require a response may be placed on the agenda for the next regular meeting of the Committee.

Consent Items

Introduction of Items Scheduled for Consent
Patricia Natividad, Financial/Administrative Manager

Items 4-5 may be accepted as one motion, item 4-5 is for informational purposes.

4. Items Approved by the Board of Supervisors and/or Board Committees
   (Page 6)
   Copies of Board and Board Committee approved reports are provided for reference and information purposes.

5. EMS Trust Fund Status Report
   (Page 107)
   Accept written report on the financial status of the EMS Trust Fund

Regular Items

6. Orientation to EMCC Processes / Membership Announcements
   Josh Davies, EMS Section Chief

   a. Approve the following dates for 2017 EMCC meetings, to be held from 1:00 pm to 3:00 pm, at a venue to be determined.

      February 16, 2017
      May 18, 2017
      August 17, 2017
      November 16, 2017
7. Receive Verbal Report from Health Advisory Commission and Items Referred by the Commission to the EMCC

Harry Hall, Chair and Health Advisory Commissioner


A. Santa Clara County Exclusive Operating Area 911 Ambulances Update
   John Blain, EMS Program Manager
   1. Accept Response Time Performance Report (Page 119)
   2. Milpitas Fire Department Ambulance Addition

B. Palo Alto Service Area 911 Ambulance Update (Page 124)
   Eric Nickel, Fire Chief, Palo Alto Fire Department

C. Non-911 Ambulance Services (Page 126)
   Jason Weed, EMS Program Manager

9. Recommended Action: Accept Verbal Report on Emergency Medical Care offered within the County, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques and First Aid Practices.

A. EMS Medical Directors Report
   Dr. Ken Miller, EMS Medical Director

B. Prehospital Patient Care Protocol Update
   John Sampson, EMS Program Manager

C. Prehospital Patient Care Quality Improvement Update
   John Sampson, EMS Program Manager

D. Transition of Care Task Force Update (Page 128)
   Jackie Lowther, Interim EMS Director

E. Emergency Medical Dispatch Task Force Update
   David Sullivan, EMS Program Manager

10. Recommended Action: Accept Verbal Report on First Aid Practices and Disaster/Significant Medical Event Planning in the County

Michael Cabano, EMS Program Manager

A. Medical Volunteers for Disaster Response (MVDR) Program Update (Page 130)
B. Disaster Medical Preparedness / Significant EMS Events

11. **Recommended Action:** Accept Verbal Report on the EMS System Strategic Plan, Santa Clara County Prehospital Care Policy, Community Access, Education and Training, and EMS System Administration.

   A. EMS Strategic Plan / Annual EMS System Update  
      *Jackie Lowther, Interim EMS Director*

   B. Hands-Only CPR, Community and EMS Stakeholder Education, and Training Update *(Page 133)*  
      *Daniel Franklin, EMS Program Manager*

   C. EMS Trust Fund Category C Solicitation *(Page 136)*  
      *Josh Davies, EMS Section Chief*

      1. Recommend that the EMCC convene the Trust Fund Advisory Committee to “seat a subcommittee to review the project packets which consists of five members that best represent the diversity of the Santa Clara county EMS System” [EMS Trust Fund Guide and Funding Application, EMS Reference #812] in advance of the next scheduled EMCC meeting. The Chair shall be one of the five members. The County EOA Ambulance provider is excluded from participation [EMS Reference #812].

   D. EMS Communications and Data Systems *(Page 137)*  
      *Michael Clark, EMS Program Manager*

   E. Santa Clara County Prehospital Care Policy Updates *(Page 138)*  
      *David Sullivan, EMS Program Manager*

   F. Provider Contracts for Hospitals and Ambulance Services  
      *Patricia Natividad, Finance / Administrative Manager*

   G. EMT Certification, Paramedic Accreditation, and Credentialing Update  
      *Daniel Peck, EMS Program Manager*

   H. Professional Standards / Investigations Update  
      *Josh Davies, EMS Section Chief*

12. **Recommended Action:** Approve Presentations for February and May 2017 Meetings *(Page 139)*  
    *Josh Davies, EMS Section Chief*
A. Approve a presentation 30-minute from the EMS Medical Director related to the overall strategic vision and purpose of the Emergency Medical Dispatch Task Force and Comprehensive EMS Data System.

B. Approve a 30-minute presentation from the EMS Director and Medical Director related to the Santa Clara County EMS System Strategic Plan.

13. **Recognition of EMSCO**
   *Harry Hall, Chair and Health Advisory Commissioner*

14. **EMCC Member Requests for Future Agenda Items / Announcements**
   *Harry Hall, Chair and Health Advisory Commissioner*

   Voting and non-voting members may request items for inclusion in future agendas or present announcements not requiring EMCC action.

15. **EMS Stakeholder Requests for Future Agenda Items / Announcements**
   *Harry Hall, Chair and Health Advisory Commissioner*

   Members of the public or EMS System may request items for inclusion in future agenda or present announcements not requiring EMCC action.

16. **Next Meeting and Adjourn**
   *Harry Hall, Chair and Health Advisory Commissioner*
Date: October 20, 2016

To: Santa Clara County EMS Committee Members

From: Patricia Natividad
Senior Management Analyst

Subject: Summary of Approved or Pending Board of Supervisors and Health and Hospital Committee Items

Summary of Health and Hospital Committee Approved Items:


Receive semi-annual report from the Emergency Medical Services (EMS) Agency relating to the status of the EMS Agency and EMS System for calendar year 2015. Also, authorize EMS to modify the timeline of the report submission, transitioning from a semi-annual report to an annual report which will cover a full calendar year and be submitted to the Committee and the Board of Supervisors in May of each year beginning in 2017.

This semi-annual report emphasizes the period from October 31, 2015 through December 2015 and for all of Calendar Year 2015. Response time performance by the fire departments and County Ambulance (operated by Rural/Metro) is included to provide a longer term illustration of monthly reports that are provided to the EMS Agency. Within the report, there is variation in the timeframes for which data is provided due to the timing in which data is received by the EMS Agency from hospitals and stakeholders. The transition to an annual report would enable data to be synchronized across the same time periods.

Consider recommendations relating to the membership of the Emergency Medical Care Committee – September 14, 2016 (PBI)

Possible actions:

a) Approve Standing Rules of the Emergency Medical Care Committee (EMCC) as recommended by the EMS Agency; and
b) Appoint members to the EMCC; and
c) Delegate authority to the Director of the Emergency Medical Services Agency to fill the remaining member positions.

Consistent with the Santa Clara County Emergency Medical Services Strategic Plan, the EMS Agency evaluated the existing EMS system committee and advisory meeting structures and then developed a more effective and efficient advisory body entitled the Emergency Medical Care Committee (EMCC). The EMCC replaces the former Emergency Medical Services Committee (EMSCo). EMSCo was, and EMCC shall continue to be, a standing committee of the Health Advisory Commission. The purpose of the EMCC, as specified in the California Health and Safety Code Section 1797.274 and 1797.276, is to review the operations of each of the following at least annually:

1) Ambulance services operating within the County.
2) Emergency medical care offered within the County, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.
3) First aid practices in the County.

The EMCC will convene to provide the Santa Clara County EMS Agency with its observations and recommendations relative to its review of the items above in addition to providing feedback related to the EMS System Strategic Plan, policy, education and training, quality improvement, public access, and EMS system operations. The EMCC will also make recommendations related to the use of EMS Trust Fund for the funding of Category C: Stakeholder Projects consistent with Santa Clara County Prehospital Care Policy EMS Reference #812 Trust Fund Guide and Application. Recommendations made by the EMCC, in the form of meeting minutes, will be provided to the Health Advisory Commission by the Chair and will be published to the EMS Agency website, and available for public review. Although the County is not required to have an Emergency Medical Care Committee, the California Health and Safety Code, Section 1797.272, Emergency Medical Care Committee Membership, states in part that “[t]he county board of supervisors shall prescribe the membership, and appoint the members, of the emergency medical care committee” if an EMCC exists. Until now, the Health Advisory Commission (HAC) has approved the bylaws of the EMSCo.

The EMS Agency requests that the Board of Supervisors approve the following persons to be voting members of the Emergency Medical Care Committee and to authorize the Director of Emergency Medical Services to fill any identified vacancies. The vacant positions will be filled with individuals that are selected by external stakeholder organizations including the Santa Clara County City Managers Association, Santa Clara County Fire Chief’s Association and the South Bay Medical Directors Association.
Stroke System Plan and Patient Destination – October 12, 2016

Receive report from Santa Clara Valley Health and Hospital System relating to amending Emergency Medical Services System policies and procedures to require that certain stroke patients are transported to the closest hospital with interventional stroke care capability.

During its December 15, 2015 meeting, the Board of Supervisors approved a referral from Supervisor Simitian directing Administration to study and report back to the Health and Hospital Committee on the desirability of amending EMS System policies and procedures to require that certain stroke patients be transported to the closest hospital with interventional stroke care capability.

The following elements were to be included in the report:

a) Explore ways in which the EMS Agency can optimize the outcomes of stroke patients.
b) EMS Agency to evaluate possible changes to the prehospital care manual.
c) Explore if further optimization can be achieved by directing certain stroke patients to those hospitals that are best equipped to provide effective treatment for advanced and complex cases (such as Comprehensive Stroke Centers of Primary Stroke Centers with neurointerventional capability).

Attached is the completed report to the Health and Hospital Committee.

Summary of Board of Supervisors Approved Items:

Proclamation Declaring May 15-21, 2015 as "Emergency Medical Services Week"– May 9, 2016.

Adopt Proclamation declaring May 15-21, 2016 as "Emergency Medical Services Week" in Santa Clara County.

Proclaiming May 15-21, 2016, as “Emergency Medical Services Week” including the designation of May 18, 2016, as “Emergency Medical Services for Children Day” in Santa Clara County would recognize the many dedicated emergency medical services personnel in both the private and public sectors. National EMS Week focuses on the commitment and dedication of paramedics, emergency medical technicians (EMTs), emergency department personnel, communications specialists, dispatchers, fire fighters and law enforcement officers that constitute our local EMS system.

Each year, the American College of Emergency Physicians, the Governor of the State of California, and the President of the United States declare the third week of May as “Emergency Medical Services Week.” This national celebration provides an opportunity to honor the work of our local EMS personnel and recognize the positive impact on the health and the well-being of the people of Santa Clara County.
In Santa Clara County, over 40 public agencies and 20 private companies contribute to the success of the EMS System. EMS providers throughout the county answer the community's call to nearly 120,000 emergency medical service requests per year, and provide vital prehospital patient care and transportation services to the people of Santa Clara County.

**Delegation of Authority Related to Agreements with Fire Departments and Districts – May 24, 2016**

Approve Delegation of Authority to Deputy County Executive/Director, Santa Clara Valley Health and Hospital System, or designee, to execute agreement amendments with city and district fire departments, authorizing operation in the Santa Clara County Exclusive Operating Area for Emergency Medical Services response to 911 calls for period July 1, 2016 through June 30, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 1, 2016.

The existing agreements expire on June 30, 2016. The expiration date had been established to synchronize with the expiration of the County’s first agreement with Rural/Metro which was also set to expire on June 30, 2016. The agreement with Rural/Metro has been extended for an additional three-year term which will conclude on June 30, 2019 unless extended by the Board for a final three year-term.

A time limited, 60-day delegation is being requested too allow for the execution of these agreements due to the complex logistics of working with multiple government organizations in order to properly execute the agreements before they expire on July 1. The requested delegation will expire on August 1, 2016 and will allow sufficient time to negotiate and execute each of the agreements.

Section 1797.204 of the Health and Safety Code states that the local EMS agency shall plan, implement, and evaluate an emergency medical services system in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures. The written agreement specifies the scope of services to be provided by the fire department provider to utilize paramedics and EMTs to deliver those services as part of an integrated countywide EMS System.

**Delegation of Authority Related to Ambulance Service Agreements – June 7, 2016**

Approve standard form of Emergency Medical Services and Ambulance Service Provider Agreement relating to providing basic life support, advanced life support, and critical care transport for non-911 service in an amount not to exceed $0 for period from July 1, 2016 through June 30, 2019. In addition, approve delegation of authority to Deputy County Executive/Director, Health and Hospital System, to execute Emergency Medical Services and Ambulance Service Provider Agreements, on the standard form approved by the Board, with ambulance providers relating to providing basic life support, advanced life support, and critical care transport for non-911 calls, approval by the Office of the County Executive. Delegation of authority shall expire on August 1, 2016.
The Board of Supervisors adopted an ambulance ordinance in 1993 and designated the Emergency Medical Services (EMS) Agency as the entity responsible for enforcing the ordinance and issuing ambulance permits.

The Department is requesting a delegation of authority for the period of 60 days in order to execute the agreements prior to their expiration on June 30, 2016. The term of the agreements executed under this delegation will be for a three-year period. A template agreement has been attached for review.

The authority to execute agreements with EMS Service providers is provided in the California Code of Regulations, Title 22. Specifically, the Santa Clara County Ordinance Code, Section A18-262, requires that all permitted advanced life support providers have an executed agreement with the County for the purpose of operating Advanced Life Support level in response to non-911 codes.

Section 1797.204 of the Health and Safety Code states that the local EMS agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures. The written agreement specifies the scope of services to be provided by the ambulance provider, and authorizes the ambulance provider operate in accordance with local pre-hospital care policies to deliver those services.

Assignment of Professional Services Agreement – August 30, 2016

Approve Assignment of Agreement with California Shock Trauma Air Rescue (CALSTAR) to CALSTAR Air Medical Services LLC, for air ambulance services.

The County received notice that the California Shock Trauma Air Rescue recently merged with REACH Air Medical Services under the corporate umbrella of REACH Medical Holdings, LLC, and transferred its operations to a newly formed company named CALSTAR Air Medical Services LLC (CALSTAR Air). Pursuant to section 6.6 of the agreement, CALSTAR Air requested the County’s consent to assign the agreement to CALSTAR Air. The assignment does not alter or amend the terms of the agreement; the agreement remains in full force and effect.

The Board approved the required consent form in order to confirm that the County allows the agreement to be assigned to the newly formed company. Failure to do so may result in ambiguity in contractual obligations between the County and the provider should this assignment not be approved.
Adopt Resolution delegating authority to Deputy County Executive/Director, Santa Clara Valley Health and Hospital System, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to contracts and contract amendments with acute care hospitals authorizing designation of each such hospital as a 911 EMS Receiving Center and as one or more Specialty Centers for period January 1, 2017 through December 31, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2019.

The proposed Hospital Designation Agreements establish certain performance requirements that support the quality assurance and regulatory functions of the Emergency Medical Service Agency. The requested recommendation is made as the existing agreements are scheduled to expire on December 31, 2016.

Delegation is requested for the EMS Agency to perform its regulatory function to assure compliance with the performance requirements set forth. Hence, actions to execute, amend, negotiate and terminate the agreements may be necessary enforcement actions to fulfill regulatory and compliance obligations. In order to process the significant number of agreements prior to the expiration of the current agreement, delegation will permit hospitals to execute the agreements over the next several months. It is likely that hospitals will request minor adjustments to the agreement and will work with County Counsel and the EMS Agency to finalize agreements without making substantive changes to the attached contract template.
DATE:       June 8, 2016
TO:         Health and Hospital Committee
FROM:       Jackie Lowther, Interim EMS Director
SUBJECT:    Semi-annual Report on EMS System and EMS Agency

RECOMMENDED ACTION
Consider recommendations relating to Emergency Medical Services Agency (EMS).
Possible Action:

a. Receive report from EMS relating to the status of the Agency and EMS System for calendar year 2015.

b. Authorize EMS to modify the timeline of the report submission, transitioning from a semi-annual report to an annual report which will cover a full calendar year and be submitted to the Committee and the Board of Supervisors in May of each year beginning in 2017.

FISCAL IMPLICATIONS
This report is for informational purposes only; there is no impact to the General Fund.
The County does not provide any direct funding in support of the services provided by the 911 emergency medical services system because the cost of the Santa Clara County Emergency Medical Services (EMS) System is paid by system providers, such as hospitals and ambulance companies, individuals who use these services, and their medical insurers.

REASONS FOR RECOMMENDATION
During their meeting on December 14, 2010, the Board of Supervisors requested that the EMS Agency provide regular updates to the Health and Hospital Committee regarding the performance of the County Exclusive Operating Area 911 Ambulance Provider, Rural/Metro of California. On November 22, 2011, the Health and Hospital Committee requested that the EMS Agency provide an update in February 2012, and then provide semi-annual reports. This report provides the requested information, including the status of the EMS System and highlights of some activities of the EMS Agency (including components of the EMS System...
Strategic Plan) during Calendar Year 2015 and that cover the period of October 31, 2015 through December 2015 which has not been previously reported.

The EMS Agency recommends that the Committee authorize a modification to the timelines related to routine reporting to occur annually rather than semi-annually. An annual report will enable better benchmarking and data trending in addition to synchronizing with other reports that are required from the EMS Agency related to EMS System performance. The EMS Agency does publically post annual and quarterly performance reports to its website so that the people of Santa Clara County are able to view response time compliance reports, hospital performance data including hours of emergency department diversion and other quality indicators.

This plan supports the Santa Clara Valley Health and Hospital System's Strategic Road Map as it relates to the Core Objectives by allowing for a seamless coordination of EMS services throughout the County.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

This semi-annual report emphasizes the period from October 31, 2015 through December 2015 and for all of Calendar Year 2015.

Response time performance by the fire departments and County Ambulance (operated by Rural/Metro) is included to provide a longer term illustration of monthly reports that are provided to the EMS Agency. Within the report, there is variation in the timeframes for which data is provided due to the timing in which data is received by the EMS Agency from hospitals and stakeholders. The transition to an annual report would enable data to be synchronized across the same time periods.

**CONSEQUENCES OF NEGATIVE ACTION**

The Health and Hospital Committee would not receive the information requested from the EMS Agency.

**ATTACHMENTS:**

- EMS 2015 Annual Report (PDF)
Santa Clara County
Emergency Medical Services Agency

2015 Annual Report
To the Board of Supervisors' Health and Hospital Committee

Presented June 8, 2016
The Agency has spent the year embracing the focus of the Triple Aim of health care. Our efforts have concentrated on improving the health of our population, reducing cost burdens to the system and enhancing the patient’s experience, while working collaboratively with our stakeholders. In recent years, the data system for the Santa Clara County EMS Agency has dramatically changed. The development of a data hub housed at the Agency has allowed the flow of data from all providers to this central location. This allows the Agency to provide an ongoing evaluation of our system’s performance and the care we provide to the community while employing the goals of the Triple Aim. The following report highlights our year’s activities as well as 2014 to demonstrate trends and provides a system overview which evaluates our performance in various areas. The purpose of the data presented herein is to make data driven decisions which will improve patient outcomes and highlights the distinctiveness of emergency care.

**Calendar Year 2015 Statistics**

Population: 1,894,605 (July 2014 estimate)

Fire Departments: 11

Ground Ambulance Services: 10

Air Ambulance Agencies: 2

9-1-1 Receiving Hospitals: 11

Emergency Department (ED) Visits: 482,770 (CY2014)

9-1-1 EMS Responses: 123,952

9-1-1 EMS Transports: 80,742

EMS Aircraft Response: 136

EMS Aircraft Transports: 67
**ST-Elevation Myocardial Infarction (STEMI)**

Our system has eight STEMI Centers that focus on the care provided to patients that have myocardial infarctions (commonly known as heart attacks). These patients have time sensitive illnesses that require quick intervention by the STEMI centers’ cardiac teams. The following graph demonstrates that patients who arrive by EMS transport during 2014 and 2015 are treated by cardiac catheterization 12 minutes faster than those arriving by private vehicle. This is largely due to the early notification from EMS providers and the treatment provided prior to hospital arrival.

![Median D2B (minutes) by Transport Mode](image)

*D2B: Door-to-balloon*

<table>
<thead>
<tr>
<th>Median D2B</th>
<th>2014</th>
<th>2015</th>
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</thead>
<tbody>
<tr>
<td>Q1</td>
<td>Q2</td>
<td>Q3</td>
</tr>
<tr>
<td>EMS</td>
<td>55</td>
<td>55</td>
</tr>
<tr>
<td>Private Vehicle</td>
<td>67</td>
<td>77</td>
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</table>

98% of the time, facilities within the County are meeting the 90 minute benchmark for door-to-balloon times. This is well above the national 75% threshold.
Sudden Cardiac Arrest

The Santa Clara County's pre-hospital cardiac arrest data demonstrates a return of spontaneous circulation (ROSC) rate of 41% after cardiac arrest in 2015, which falls at the high end of success in this area. This rate varies nationally from 10 to 60%, depending on the community. The rate is calculated off the number of Ventricular Fibrillation and (pulseless) Ventricular Tachycardia arrest patients, which is often considered a survivable rhythm with quick treatment. This type of arrest requires immediate defibrillation and high-quality emergency care.

VT/VF: Ventricular Tachycardia/Ventricular Fibrillation
ROSC: Return of Spontaneous Circulation
CPR: Cardiopulmonary resuscitation
AED: Automated External Defibrillators

The EMS prehospital quality and STEMI committees are working together to develop improvement strategies for these patients. Current sudden cardiac arrest initiatives are aimed at increasing our ROSC rate and decreasing mortality rates. The EMS Agency has trained over 3,600 community members in hands only CPR, contributed $250,000 for the purchase of Automatic External Defibrillators and have 2,670 AEDs registered with the agency.
Santa Clara County has ten Stroke Centers in the system. In 2015, a total of 2,639 patients were seen. Of those a total of 2,117 were patients with ischemic strokes. Ischemic strokes have the potential to have a complete reversal of symptoms if treated in time with t-plasminogen activator tPA (clot buster). As depicted in the adjacent chart, our percentage of strokes treated by IV tPA is 15%, well above the national average of 8%.  

The treatment for strokes must begin within 3.5 hours from the onset of stroke symptoms. National benchmarks require that IV tPA is administered within 60 minutes from the patient’s arrival at the ED 50% of the time. Our stroke system currently has a median time of 55 minutes over 2014, 2015.
The EMS Agency has developed a task force to evaluate the system’s need for the designation of Comprehensive Stroke Centers. Approximately, 10% of our stroke population has a large vessel stroke. Current treatment for this type of stroke involves interventional radiology. This type of specialized care is only provided at a small number of facilities in our area. The task force is evaluating a prehospital triage methodology to provide direct transport of those select patients. Those centers that provide this service to further improve outcomes for patients.
911 Transports to Emergency Psychiatric Services (EPS)
Dates: 2012-2015
Total number of incidents: 1,225 over 4 years

The EMS Agency and Behavioral Health Services Department collaborated with several system stakeholders to evaluate the rising number of 911 transports to the Emergency Psychiatric Services (EPS) Department. Over a four year trend the EMS system has seen a 48% increase in transports to EPS. This data indicated a need to review the current process. The taskforce is working with law enforcement, hospitals as well as front line staff to improve safety for patients as well as staff.

Hourly Distribution of EPS Transports
911 Transports to Emergency Psychiatric Services (EPS)

Dates: 2012-2015 – Data Availability
Total number of incidents: 1,225 over 4 years

Eighty-six percent (86%) of patients transported to EPS between 2012-2015 originated from the cities of San Jose and Gilroy. The most significant number of transports originated from the Gilroy area. Several of the improvement strategies instituted by the committee focused on reducing the call volume in this area. In this geographical area the only current option for transport of patients is to SCVMC. Review of appropriateness of evaluation is necessary.

<table>
<thead>
<tr>
<th>Incident City</th>
<th>Count</th>
<th>Percent</th>
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<tbody>
<tr>
<td>SAN JOSE</td>
<td>519</td>
<td>44.63%</td>
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<tr>
<td>GILROY</td>
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<td>LOS ALTOS</td>
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<tr>
<td>PALO ALTO</td>
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</tr>
<tr>
<td>Grand Total</td>
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</tr>
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</table>
A basic element of all emergency care is airway management. The intubation success rate from May 2015 to April 2016 for the Santa Clara EMS system is 57%. This compares to the California State median of 72%. While good ventilation is maintained to our patients by other methods, the Quality Improvement Committee at the EMS Agency, has focused its efforts on improving this skill among our paramedics. Through trust fund dollars, airway mannequins were purchased and hands-on training started in November 2015, and was completed in February 2016. The agency has also collaborated with several hospitals to provide simulation labs for our providers. Committee members have been instrumental in the development of an airway policy that will go into effect mid-2016. This policy has several facets to help address issues identified. It will mandate the bougie (already stocked not being used), which in several studies this has demonstrated an increase in success rates, broadens the type of patients intubated and will require the use of end-tidal CO2 monitoring. Efforts to improve this skill are on-going. Considerations for the future include early intubation without stopping chest compression using the intubation guide, introduction of video laryngoscopy, continued skill-based education and practice, and data collection in ImageTrend Elite on airway management decisions.
Regional Medical Center has surpassed Santa Clara Valley Medical Center in the number of ambulance transports they receive by almost 600 patients. Both facilities received over 15,000 ambulances in 2015. El Camino Mountain-View came in a distant third with 8,754 patients.

December and January continue to be our highest volumes by month.

With only three exceptions, diversion hours for the system stayed below the 37 hour benchmark.
In 2015, penetrating trauma was at its lowest level for trauma calls when reviewing 2014-2015 data. It has dropped from 8% of our total trauma population, to 6%. Although lower in number, gunshot wounds (GSW) remain our highest case fatality. The system’s total trauma volume remains consistent at 7,796. The overall admission rate was 44.9% of the total volume.

Overall mortality rate is 2.00%, which is less than the current national rate of 4%, as reported by the National Trauma Data System.
Mechanism of Injury by Trauma Center Catchment Area

COUNTYWIDE

- Stabbing: 3% (N=248)
- Motor Vehicle Crash: 36% (N=2,768)
- Motor Vehicle Crash: 36% (N=2,768)
- Pedestrian/Bicycle: 14% (N=1,121)
- Assault: 5% (N=355)
- Fall: 27% (N=2,066)
- Other: 6% (N=474)

- SHC: 33.4% (N=2,606)
- VMC: 39.8% (N=2,963)
- RMC: 29.9% (N=2,227)

SHC: Stanford Health Care
VMC: Valley Medical Center
RMC: Regional Medical Center
### Incidents of Trauma by Cause and Age Range

![Incidents of Trauma by Cause and Age Range](image)

### Age in Years

<table>
<thead>
<tr>
<th>Age in Years</th>
<th>&lt;1 yr</th>
<th>1-4 yrs</th>
<th>5-14 yrs</th>
<th>15-24 yrs</th>
<th>25-44 yrs</th>
<th>45-64 yrs</th>
<th>&gt;65 yrs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motor Vehicle Crash</td>
<td>18</td>
<td>47</td>
<td>140</td>
<td>794</td>
<td>942</td>
<td>577</td>
<td>250</td>
<td>2,768</td>
</tr>
<tr>
<td>Fall</td>
<td>46</td>
<td>126</td>
<td>171</td>
<td>128</td>
<td>265</td>
<td>452</td>
<td>878</td>
<td>2,066</td>
</tr>
<tr>
<td>Bicycle/Pedestrian</td>
<td>3</td>
<td>20</td>
<td>91</td>
<td>189</td>
<td>296</td>
<td>398</td>
<td>124</td>
<td>1,121</td>
</tr>
<tr>
<td>Motorcycle Crash</td>
<td>8</td>
<td>138</td>
<td>282</td>
<td>161</td>
<td>20</td>
<td>609</td>
<td>8%</td>
<td>609</td>
</tr>
<tr>
<td>Other</td>
<td>5</td>
<td>23</td>
<td>74</td>
<td>83</td>
<td>142</td>
<td>107</td>
<td>40</td>
<td>474</td>
</tr>
<tr>
<td>Assault</td>
<td>3</td>
<td>86</td>
<td>155</td>
<td>103</td>
<td>8</td>
<td>355</td>
<td>5%</td>
<td>355</td>
</tr>
<tr>
<td>Stabbing</td>
<td>1</td>
<td>89</td>
<td>101</td>
<td>47</td>
<td>10</td>
<td>248</td>
<td>3%</td>
<td>248</td>
</tr>
<tr>
<td>Gunshot Wound</td>
<td>3</td>
<td>62</td>
<td>70</td>
<td>18</td>
<td>2</td>
<td>155</td>
<td>2%</td>
<td>155</td>
</tr>
<tr>
<td>Grand Total</td>
<td>75</td>
<td>217</td>
<td>487</td>
<td>1,569</td>
<td>2,253</td>
<td>1,863</td>
<td>1,332</td>
<td>7,796</td>
</tr>
<tr>
<td>% (age)</td>
<td>1%</td>
<td>3%</td>
<td>6%</td>
<td>20%</td>
<td>29%</td>
<td>24%</td>
<td>17%</td>
<td></td>
</tr>
</tbody>
</table>

### Trauma Deaths by Cause

<table>
<thead>
<tr>
<th>Cause of Injury</th>
<th>Number of Deaths</th>
<th>Number of Injuries</th>
<th>Case Fatality Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gunshot Wound</td>
<td>22</td>
<td>155</td>
<td>14.19%</td>
</tr>
<tr>
<td>Pedestrian</td>
<td>27</td>
<td>461</td>
<td>5.86%</td>
</tr>
<tr>
<td>Fall</td>
<td>47</td>
<td>2,066</td>
<td>2.27%</td>
</tr>
<tr>
<td>Motorcycle Crash</td>
<td>13</td>
<td>609</td>
<td>2.13%</td>
</tr>
<tr>
<td>Bicycle</td>
<td>12</td>
<td>660</td>
<td>1.82%</td>
</tr>
<tr>
<td>Stabbing</td>
<td>4</td>
<td>248</td>
<td>1.61%</td>
</tr>
<tr>
<td>Other Blunt</td>
<td>4</td>
<td>402</td>
<td>1.00%</td>
</tr>
<tr>
<td>Motor Vehicle Crash</td>
<td>26</td>
<td>2,768</td>
<td>0.94%</td>
</tr>
<tr>
<td>Assault</td>
<td>1</td>
<td>355</td>
<td>0.28%</td>
</tr>
<tr>
<td>Impalement</td>
<td>0</td>
<td>5</td>
<td>0.00%</td>
</tr>
<tr>
<td>Other Penetrating</td>
<td>0</td>
<td>67</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total</td>
<td>156</td>
<td>7,796</td>
<td>2.00%</td>
</tr>
</tbody>
</table>
Trauma Patient Overview Report

Total Trauma Patients
N=7,796

Interfacility Transfers
8.4% (N=651)

- Ground Ambulance
  79.1% (N=515)

- Air Ambulance
  20.9% (N=136)

EMS TRANSPORTS
81.7% (N=6,366)

- Ground Ambulance
  94.7% (N=6,028)

- Air Ambulance
  5.3% (N=337)

Police/Private Vehicle/Walk-In
9.1% (N=709)

Ground Ambulance
79.0% (N=510)

Air Ambulance
93.4% (N=127)

- 2.2% (N=131)

- 2.4% (N=8)

- 0.4% (N=3)

Median Transport Time*

- 17 mins.
- 16 mins.
- 12 mins.
- 14 mins.

*Time Transport Unit Left Scene to Time Transport Unit Arrived at Hospital

Santa Clara County EMS Agency

June 2016
Trauma Patient Emergency Department Disposition

**Ground Ambulance Transport**
N=6,033

- Transfer, 0.9% (N=53)
- Other, 3.3% (N=198)
- AMA, 0.7% (N=45)
- Death, 0.9% (N=56)
- Floor, 23.6% (N=1,425)
- OR, 5.9% (N=357)
- ICU, 14.3% (N=862)
- Home, 50.3% (N=3,037)

**Air Ambulance Transport**
N=342

- AMA, 0.6% (N=2)
- Transfer, 0.6% (N=2)
- Other, 2.0% (N=7)
- Death, 0.3% (N=1)
- Floor, 21.1% (N=72)
- OR, 14.0% (N=48)
- ICU, 28.9% (N=99)
- Home, 32.5% (N=111)

AMA: Against Medical Advice
ICU: Intensive Care Unit
OR: Operating Room

Santa Clara County EMS Agency
Page 28
Emergency Medical Dispatch Task Force

In late 2015, the EMS Agency began laying the groundwork for an Emergency Medical Dispatch Task Force. Task Force members were selected. The groups consists of stakeholders from the Public Safety Communication Managers Association, Santa Clara County Fire Chiefs Association, Santa Clara County private ambulance service providers, Santa Clara County Ambulance, and Santa Clara County Communications. Three working groups were formed to supplement the Task Force. The groups include Quality Improvement, Operations and Medical Control. Membership on the work groups is open to all system stakeholders. The purpose of the Task Force is to evaluate the Emergency Medical Dispatch process, using a continuous quality improvement method to ensure that the right resource is delivered to the right patient, at the right time, with the right disposition. This is consistent with the Triple Aim of improving the patient experience, improving the health of the population and reducing the cost. A majority of the work will occur in 2016. Multiple new policies will be created as a result of this Task Force.

Reporting Structure

The reporting structure of the EMS Agency has seen significant changes in 2015. The Agency has moved out of Public Health Department and now reports directly to the Santa Clara Valley Health and Hospital System (SCHHS). This change comes with the Agency’s increasing leadership role in whole patient care and emergent population health. With this change, also came a new location for the Agency. Moving to our new home in the Medical Society building at 700 Empey Way, San Jose occurred in December 2015 after months of planning and packing.

Training and Education

From January 1, 2015 to December 31, 2015, the Santa Clara County EMS Agency provided 9,602 hours of continuing education to 1,287 EMS personnel. The EMS Agency provided training classes which included a Professional Development Symposium on Social Identity Theory related to Situational Awareness for first responders, hospital staff and public safety personnel, a Designated Infection Control Officer class, a Six Sigma Black Belt class and multiple Hazardous Materials First Responder Operations classes.

The annual EMS Update train-the-trainer course was held in October 2015. It is a class for EMS Program Managers from all of the fire departments, ambulance services and hospitals. This course prepares trainers to teach field responders in their respective departments/companies about the EMS System policy updates, which took effect in February 2016. All training materials were provided at no cost to Santa Clara County EMS System Providers, based on available grants and the EMS Trust Fund.
Public Education

During 2015, the EMS Agency promoted 12 public education campaigns related to emergency medical services. These monthly campaigns included Carbon Monoxide Poisoning, Influenza, the Santa Clara County Emergency Alert System (AlertSCC), Pool Safety, Preventing Snake Bites, STROKE Awareness, Heart Attacks, Heart Attacks and Women, Heat Related Illness, Falls and Seniors, and "Pull to the Right for Sirens and Lights". Each month the EMS Agency provides educational campaign materials to every fire department and ambulance service within the Santa Clara County EMS System. These materials include educational flyers, postcards, posters, and pamphlets to distribute the community, and talking points for use during presentations. By coordinating the public education campaigns for all providers within the EMS System, the public message is consistent, regardless of which organization provides the message. This minimizes the possibility of misinformation and assures a coordinated message countywide.

Exercises

The EMS Agency conducts exercises to assess the capabilities of the Santa Clara County EMS System. Over 60 exercises were conducted during 2015 and ranged from drills, which test specific capabilities and functions of the EMS System (hospital bed availability and patient routing), to full-scale exercises designed to practice EMS response to multi-casualty incidents.

Data System

The EMS Agency, and its prehospital partners, continue to work towards the development and implementation of the new National EMS Information System (NEMSIS) 3 standards within all of EMS data solutions. This transition includes the EMS System's credentialing system, electronic patient care record system, as well as the specialty center registry systems for STEMI, Stroke and Trauma. This new system will also allow initial patient documentation to be transmitted directly to the hospitals enhancing patient care significantly. The targeted time to be fully moved over to the new standard will be Fall of 2016.
**County Ambulance (Operated by Rural/Metro)**

County Ambulance, operated by Rural/Metro, has continued to meet required performance standards during this period. The minimum response time standard is 90%; when Rural/Metro exceeds an adjusted per-zone and code of response (lights and siren/non-lights and siren) of 92%, liquidated damages are refunded on a monthly basis. During the January 2015 through December 2015 reporting period, Rural/Metro met contractual response time standards in each of the five subzones, every month.
First Responder Response Times to Emergency Calls

Fire departments are required to respond to a call within 7.59 seconds in cities and those who achieve a response time of 95% or greater are exempted from any response time liquidated damages incurred during that month. The San Jose Fire Department did not comply with the 90th percentile response time performance standard for eleven of the twelve months, however is working to improve response time performance. All other first responders met the response time requirements from January 2015 through December 2015 to calls by month and code of response (emergency light and siren/non-lights and siren). Several fire departments choose to respond Code 3 to all incidents.
Medical Volunteers for Disaster Response (MVDR)

The MVDR Program currently has 948 members, of those 106 are Level 4 (ready to be deployed individually), 259 are Level 3 (ready to deploy to augment operations as a units) and 583 (Level 2) are available for disaster response support. The membership continues to be diverse and spans a large range of medical capabilities and support functions including logistics personnel, physicians, pharmacist, nurses, paramedics, EMTs, dispatchers, and allied health personnel.

The MVDR Program’s current mission focuses on increasing the number of people trained to perform hands only CPR in the County. To date approximately 2,600 people have been trained by MVDR members and plans are in place to continue to increase these numbers over the next year. Recently the MVDR Program has transitioned to a new Program Manager who will oversee MVDR functions. The program continues to provide support to the EMS System; recent efforts include support of Super Bowl 50 operations, the Statewide Medical/Health Exercise and the annual three day Wildland Fire Exercise.

Countywide Multi-jurisdictional Multi-disciplinary Task Force (CMTF)

Three CMTF positions (fire, law enforcement and EMS) have been funded by the State Homeland Security Grant Program since 2003. These three positions serve as subject matter experts in their specific discipline and participate in all equipment purchased through the grant. They are responsible for maintaining central inventories and providing resources to all public safety partners within the County. In the past year, the EMS CMTF led medical/health planning and operational efforts related to Super Bowl 50, developed and submitted requests in response to State Homeland Security Grants Program, conducted equipment training and maintenance, facilitated the training of medical volunteers, led the weekly development and distribution of a EMS System Action plan that includes planned events occurring in each jurisdiction within the County, and participated in collaborative training.

In summary, the EMS Agency and its partners conducted a great deal of work in calendar year 2015. The EMS Agency is focused on continuing to make improvements to the system and patient outcomes to help further the SCVHHS vision of Better Health for All.
DATE: May 9, 2016
TO: Board of Supervisors
FROM: Rene G. Santiago, Deputy County Executive/Director, SCVHHS
SUBJECT: Emergency Medical Services Week

RECOMMENDED ACTION
Adopt Proclamation declaring May 15-21, 2016 as "Emergency Medical Services Week" in Santa Clara County. (Emergency Medical Services)

ATTACHMENTS:
- EMS Week 2016 Resolution (2) (PDF)
WHEREAS, emergency medical services is an essential service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of physicians, nurses, emergency medical technicians, paramedics, firefighters, law enforcement officers, dispatchers, medical volunteers, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the residents of Santa Clara County benefit daily from the knowledge and skills of these highly trained individuals; and,

WHEREAS, it is appropriate to recognize the value and accomplishments of emergency medical services providers by designating Emergency Medical Services Week and Emergency Medical Services for Children Day.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara that the week of May 15-21, 2016 is proclaimed

EMERGENCY MEDICAL SERVICES WEEK

including the designation of May 18, 2016 as "Emergency Medical Services for Children Day" in the County of Santa Clara.

PASSED AND ADOPTED by the Board of Supervisors, County of Santa Clara, State of California on this 10th Day of May, Two Thousand and Sixteen by unanimous vote.

APPROVED AS TO FORM AND LEGALITY:

[Signature]
JENNY S. LAM
Deputy County Counsel

Proclamation Declaring May 15-21, 2016 as "Emergency Medical Services Week"
DATE: May 24, 2016

TO: Board of Supervisors

FROM: Rene G. Santiago, Deputy County Executive/Director, SCVHHS

SUBJECT: Delegation of Authority Related to Agreements with Fire Departments and Districts

RECOMMENDED ACTION

Approve Delegation of Authority to Deputy County Executive/Director, Santa Clara Valley Health and Hospital System, or designee, to execute agreement amendments with city and district fire departments, authorizing operation in the Santa Clara County Exclusive Operating Area for Emergency Medical Services response to 911 calls for period July 1, 2016 through June 30, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 1, 2016. (Public Health Department)

FISCAL IMPLICATIONS

Approval of the recommended action will not require modification to the current Board-approved budget for EMS. Participating fire departments/districts are eligible to participate in an optional first responder funding program that is based on response time performance and meeting standards related to the use of Emergency Medical Dispatch as provided for in the Agreement between the County and Rural/Metro. Funding is provided directly by Rural/Metro to participating agencies after compliance is verified by the EMS Agency.

In cases where a participating fire department/district does not meet the requirements for receiving funding, the funds are deposited into the EMS Trust Fund which are then allocated on an annual basis by the Board of Supervisors.

CONTRACT HISTORY

Fire departments/districts have held written agreements with the County since July 2011 as required by the Health and Safety Code Section 1797.204 in order to provide emergency medical services in the County. The City of Palo Alto does not currently have an executed agreement authorizing emergency medical services with the County due to concerns related
to the protection of exclusivity rights within the City of Palo Alto and Stanford Lands Parcels.

The agreements contain annexes which provide the mechanism for the County contracted exclusive operating area paramedic/emergency ambulance provider to transfer funding to participating departments that choose to participate in optional incentive funding program for meeting response times and participating in emergency medical dispatching.

REASONS FOR RECOMMENDATION

The existing agreements expire on June 30, 2016. The expiration date had been established to synchronize with the expiration of the County’s first agreement with Rural/Metro which was also set to expire on June 30, 2016. The agreement with Rural/Metro has been extended for an additional three-year term which will conclude on June 30, 2019 unless extended by the Board for a final three year-term.

A time limited, 60-day delegation is being requested too allow for the execution of these agreements due to the complex logistics of working with multiple government organizations in order to properly execute the agreements before they expire on July 1. The requested delegation will expire on August 1, 2016 and will allow sufficient time to negotiate and execute each of the agreements.

There are no significant changes to the agreements.

Section 1797.204 of the Health and Safety Code states that the local EMS agency shall plan, implement, and evaluate an emergency medical services system in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures. The written agreement specifies the scope of services to be provided by the fire department provider to utilize paramedics and EMTs to deliver those services as part of an integrated countywide EMS System.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

Prior to 2011, fire departments/districts had agreements with the County selected 911 ambulance service provider rather than with the County directly. These agreements placed the fire departments/districts in a subordinate role to the 911 private ambulance services provider and primarily focused on the process related allocation of first responder revenue from the ambulance provider to the fire department.

CONSEQUENCES OF NEGATIVE ACTION
If approval is not authorized, the fire departments/districts may not have an executed agreement that authorizes their provision of paramedic and EMT services or affirms performance standards required for eligible departments to receiving funding through the County’s agreement with Rural/Metro.

**STEPS FOLLOWING APPROVAL**

Notify Jackie Lowther at jackie.lowther@ems.sccgov.org

**ATTACHMENTS:**

- City Template Amendment to Extend 911 EMS Agreement  (PDF)
- City of San Jose Amendment to Extend 911 EMS Agreement  (PDF)
FIRST AMENDMENT
TO THE 911 EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT BETWEEN THE CITY OF SANTA CLARA AND THE COUNTY OF SANTA CLARA

This First Amendment to the 911 Emergency Medical Services Provider Agreement ("First Amendment") is entered into by and between the City of Santa Clara ("Provider") and the County of Santa Clara ("County"), effective as of June 30, 2016 ("Effective Date").

RECITALS

A. The Provider and County entered into that certain 911 Emergency Medical Services Provider Agreement ("Agreement") on June 30, 2011, to provide paramedic-level services and/or emergency ambulance transportation within the Santa Clara County Exclusive Operating Area.

B. The Provider and County now desire to amend certain provisions of this Agreement concerning the term of the Agreement, response time performance, use of the Medical Priority Dispatch System, and other matters detailed herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider hereby agree that the Agreement is amended, as of the Effective Date, as follows:

1. **Term of Agreement.** Section 2.1 of the Agreement is amended and restated as follows:

   2.1 **Term of Agreement.** This Agreement shall be effective as of 12:00 a.m. on July 1, 2011 and shall be in force and effect for a period of eight (8) years thereafter, until 11:59 p.m. on June 30, 2019.

2. **Medical Priority Dispatch System Use.**

   Notwithstanding anything in the Agreement to the contrary, after Fiscal Year 2016, Provider shall continue to meet the MPDS use standard for Fiscal Year 2016.

3. The Agreement, as amended by this First Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Agreement. The Agreement may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

4. Except as modified by this First Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. Should any inconsistency arise between this First Amendment and the Agreement as to the specific matters which are the subject of this First Amendment, the terms and conditions of this First Amendment shall govern and prevail. IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.
COUNTY OF SANTA CLARA:  

René G. Santiago  
Deputy County Executive  

Approved as to Form and Legality:  

Jenny S. Lam  
Deputy County Counsel  

Approved:  

John Cookingham  
SCVHHS Chief Financial Officer
THIRD AMENDMENT
TO THE 911 EMERGENCY MEDICAL SERVICES PROVIDER AGREEMENT BETWEEN THE
CITY OF SAN JOSE AND THE COUNTY OF SANTA CLARA

This Third Amendment to the 911 Emergency Medical Services Provider Agreement ("Third Amendment") is entered into by and between the City of San Jose ("Provider") and the County of Santa Clara ("County"), effective as of June 30, 2016 ("Effective Date").

RECITALS

A. The Provider and County entered into that certain 911 Emergency Medical Services Provider Agreement on June 30, 2011, to provide paramedic-level services and/or emergency ambulance transportation within the Santa Clara County Exclusive Operating Area. This Agreement was amended, effective as of May 23, 2012, to include Annex C, which addresses additional funding for projects benefiting the Santa Clara County EMS System; and further amended, effective as of January 12, 2015, to allow Provider an opportunity to collect Annex B Category A funding and Annex B Category B funding notwithstanding Provider's material breach in failing to meet response time standards in Annex B Category B.

B. The Provider and County now desire to amend certain provisions of the 911 Emergency Medical Services Provider Agreement, as amended ("Agreement") concerning the term of the Agreement, response time performance, use of the Medical Priority Dispatch System, and other matters detailed herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Provider hereby agree that the Agreement is amended, as of the Effective Date, as follows:

1. Term of Agreement. Section 2.1 of the Agreement is amended and restated as follows:

2.1 Term of Agreement. This Agreement shall be effective as of 12:00 a.m. on July 1, 2011 and shall be in force and effect for a period of eight (8) years thereafter, until 11:59 p.m. on June 30, 2019.

2. Medical Priority Dispatch System Use.

Notwithstanding anything in the Agreement to the contrary, after Fiscal Year 2016, Provider shall continue to meet the MPDS use standard for Fiscal Year 2016.

3. Provider hereby fully releases and forever discharges the County from and against any and all claims, demands, debts, liabilities, obligations, costs, expenses, damages, actions or causes of action, of whatever kind or nature, whether known or unknown, suspected or unsuspected, arising out of Provider's services to the County prior to execution of this Third Amendment.

Provider specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

With a full understanding of Civil Code Section 1542 and the rights and benefits conferred thereunder, Provider agrees that the releases and agreements given herein shall remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of additional claims or facts relating thereto.

4. The Agreement, as amended by this Third Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings or agreements, if any, whether oral or written, concerning the subject matter contained in the Agreement. The Agreement may not be amended, waived or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

5. Except as modified by this Third Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. Should any inconsistency arise between this Third Amendment and the Agreement as to the specific matters which are the subject of this Third Amendment, the terms and conditions of this Third Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the Effective Date.

COUNTY OF SANTA CLARA:  CITY OF SAN JOSE

René G. Santiago       Date       Date
Deputy County Executive

Approved as to Form and Legality:

Jenny S. Lam           Date
Deputy County Counsel

Approved:

John Cookingham      Date
SCVHHS Chief Financial Officer

Third Amendment to City of San Jose – 911 Emergency Medical Services  Page 2 of 2
DATE: June 7, 2016
TO: Board of Supervisors
FROM: Rene G. Santiago, Deputy County Executive/Director, SCVHHS
SUBJECT: Delegation of Authority Related to Ambulance Service Agreements

RECOMMENDED ACTION
Consider recommendations related to Emergency Medical Services and Ambulance Service Provider agreements.

a. Approve standard form of Emergency Medical Services and Ambulance Service Provider Agreement relating to providing basic life support, advanced life support, and critical care transport for non-911 service in an amount not to exceed $0 for period from July 1, 2016 through June 30, 2019, that has been reviewed and approved by County Counsel as to form and legality.

b. Approve delegation of authority to Deputy County Executive/Director, Health and Hospital System, to execute Emergency Medical Services and Ambulance Service Provider Agreements, on the standard form approved by the Board, with ambulance providers relating to providing basic life support, advanced life support, and critical care transport for non-911 calls, in an amount not to exceed $0, and a contract term that starts no earlier than July 1, 2016 and ends no later than June 30, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on August 1, 2016.

FISCAL IMPLICATIONS
Approval of the recommended action will not require modification to the current Board-approved FY16 Budget or the FY17 Recommended Budget. Private ambulance service providers are required to pay annual fees to the County in order to provide various levels of service in the County. These fees are scheduled to increase on July 1, 2016 by five percent.

CONTRACT HISTORY
On June 26, 2001, the Board of Supervisors approved the first agreement for the provision of non-911 advanced life support ambulance services for Priority One Medical Services. Since
that time other ambulance services have been authorized to provide this service including Westmed Ambulance Service and Silicon Valley Ambulance Service.

On June 7, 2011, the Board of Supervisors approved agreements with the following ambulance services which terminate on June 30, 2016.

- Bayshore Ambulance Service (Critical Care Transport and Basic Life Support)
- Golden State Medical Services (Basic Life Support)
- Norcal Ambulance Service (Critical Care Transport)
- ProTransport-1 (Basic Life Support)
- Royal Ambulance (Critical Care Transport and Basic Life Support)
- Silicon Valley Ambulance (Advanced Life Support and Basic Life Support)
- Westmed Ambulance Service (Advanced Life Support, Critical Care Transport, & Basic Life Support)

On September 27, 2011, the Board approved an agreement adding the advanced life support service to ProTransport-1’s agreement which is scheduled to terminate on June 30, 2016.

On November 14, 2011, Rural/Metro entered into an agreement to provide critical care transport-nurse, paramedic, and basic life support services which expires on June 30, 2016. This agreement excludes Rural/Metro’s 911 obligations to the County which are authorized under a separate agreement.

On December 1, 2013, Falck Ambulance Services entered into an agreement to provide basic life support and critical care transport-nurse services which expires on June 30, 2016.

On December 1, 2013, United Ambulance Service enter into an agreement to provide basic life support services which expires on June 30, 2016.

**REASONS FOR RECOMMENDATION**

The Board of Supervisors adopted an ambulance ordinance in 1993 and designated the Emergency Medical Services (EMS) Agency as the entity responsible for enforcing the ordinance and issuing ambulance permits.

The Department is requesting a delegation of authority for the period of 60 days in order to execute the agreements prior to their expiration on June 30, 2016. The term of the agreements executed under this delegation will be for a three-year period. A template agreement has been attached for review.

The authority to execute agreements with EMS Service providers is provided in the California Code of Regulations, Title 22. Specifically, the Santa Clara County Ordinance Code, Section A18-262, requires that all permitted advanced life support providers have an executed agreement with the County for the purpose of operating Advanced Life Support level in response to non-911 codes.

Section 1797.204 of the Health and Safety Code states that the local EMS agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the
provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures. The written agreement specifies the scope of services to be provided by the ambulance provider, and authorizes the ambulance provider operate in accordance with local pre-hospital care policies to deliver those services.

CHILD IMPACT
The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
Non-911 ambulance services provide a critical service in facilitating the medically supervised movement of patients to and from healthcare facilities, physician’s offices and medical procedures. If non-911 ambulance services were not available to provide these services, the 911 EMS emergency ambulance services (County Ambulance operated by Rural/Metro and the Palo Alto Fire Department) would be taxed in delivering non-emergency care and inter-facility patient transfers causing a deficit in 911 ambulance availability.

BACKGROUND
Non-911 ambulance services are those services used to transfer patients between hospitals, hospitals and skilled nursing facilities, urgent and sub-acute care facilities, etc. These ambulance services also play a critical role in assisting the County during times of EMS system surge and disaster. In Calendar Year 2015, approximately 60,000 interfacility transfers occurred in the County in addition to approximately 126,000 911 EMS responses in the County Exclusive Operating Areas (including those managed by County Ambulance (operated by Rural/Metro) and the Palo Alto Fire Department). Non-911 ambulances may be permitted at the Basic Life Support (staffed with emergency medical technicians), Advanced Life Support (staffed with paramedics), or Critical Care level (staffed with specially trained nurses). There are approximately 130 non-911 ambulances and 67 911-ambulances permitted in the County.

CONSEQUENCES OF NEGATIVE ACTION
Failure to approve the recommended action will limit access to non-emergency ambulance services for health care providers and eliminate the ability to access non-911 ambulance providers when needed to augment 911 EMS response services in the County.

STEPS FOLLOWING APPROVAL
Notify Jackie Lowther, Interim EMS Director, for the EMS Agency.

ATTACHMENTS:
- Ambulance Service Provider Template Agreement (PDF)
EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE PROVIDER AGREEMENT BETWEEN XXX AMBULANCE SERVICE AND THE COUNTY OF SANTA CLARA EMERGENCY MEDICAL SERVICES AGENCY

This Emergency Medical Services and Ambulance Service Provider Agreement (the "Agreement") is made by and between XXX Ambulance Service ("Provider") and the County of Santa Clara ("County") (collectively, the "Parties," and each individually, a "Party"), with respect to the provision of emergency medical and ambulance services to support the needs of the County's Emergency Medical Services System ("EMS System"), patients, medical facilities, physicians, licensed healthcare providers, and insurance providers in Santa Clara County.

RECITALS

WHEREAS, pursuant to Health and Safety Code Sections 1797.204 and 1798, among others, the County is responsible for system coordination, medical oversight, and support of the delivery of Emergency Medical Services (EMS) by provider agencies such as those offered by Provider; and

WHEREAS, County is responsible for regulating Advanced Life Support (ALS); Critical Care Transport (CCT); and Basic Life Support (BLS) ambulance service and EMS service providers within Santa Clara County, and for authorizing the provision of ALS, CCT, and BLS ambulance response and transport within the County; and

WHEREAS, pursuant to the County of Santa Clara Ordinance Code Division A18, Chapter XVI, (known as the Ambulance Ordinance and associated Ambulance Permit Regulations), County is responsible for (1) enacting policies and regulations which are necessary for the public health and safety regarding the dispatching and operation of ambulances; (2) enacting policies and regulations for permitting and regulating ambulances, including EMS aircraft, which operate within or from any point within Santa Clara County; (3) regulation of ambulance personnel and protect the public from the unsafe and unsanitary operation of ambulances; (4) authorize adequate ambulance services in all areas of the county; and to (5) allow for the orderly and lawful operation of the emergency medical services system pursuant to the provision of Division 2.5 of the Health and Safety Code commencing with Section 1797.

WHEREAS, Health and Safety Code Section 1797.178 specifies that no person or organization shall provide Advanced Life Support (ALS) unless that person or organization is an authorized part of the emergency medical services system; and
WHEREAS, it is the desire and intention of the Parties to establish and define the roles and responsibilities of the EMS Agency and the Provider relative to the delivery of comprehensive emergency medical care within Santa Clara County.

WHEREAS, the County and Provider agree to cooperate with each other for the purpose of delivery, maintenance, and improvement of EMS and ambulance transport services within Santa Clara County and the areas served by the County of Santa Clara, in order to meet the needs of patients efficiently and appropriately; and

WHEREAS, this Agreement in accordance with the intentions of the Parties, will serve as a written agreement as required under Health and Safety Code Section 1797.204 and 1797.218 between County and Provider, for the purpose of developing and maintaining the working relationship between the Parties; and

WHEREAS, This Agreement in accordance with the intentions of the Parties, will serve as a written agreement as required under Title 22, California Code of Regulations, Sections 100167(b)(4) and 100300(b)(4), between the County and the Provider, for the purpose of developing and maintaining the working relationship between the Parties; and

WHEREAS, the County, by this Agreement, allows Provider to provide interfacility ambulance transportation within the Santa Clara County Emergency Medical Services System; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: DEFINITIONS

A. "Interfacility ambulance transportation" shall mean non-emergency medical care services that are (1) scheduled; (2) ordered in writing by a sending physician or prescribing health care practitioner; and (3) provided to a patient whom a receiving physician has agreed to accept prior to the start of transport.

B. The definitions included in California Code of Regulations, Title 22, Division 9, Chapters 1-9; and the California Health and Safety Code, Division 2.5, Chapters 2-11 shall apply to this Agreement unless the Agreement indicates otherwise.

SECTION II: TERM

A. Term of Agreement. This Agreement shall be effective as of 12:00 a.m. July 1, 2016 and shall be in force and effect until 11:59 p.m. June 30, 2019.
SECTION III: PROVIDER BREACH; TERMINATION

A. Material Breach. A material breach of this Agreement shall include, but not be limited to, the following:

(1) Failure of the Provider to operate in a manner which enables the County and/or the Provider to remain in compliance with federal, state, and local laws, rules, regulations, guidelines, and policies, including but not limited to requirements of the Santa Clara County Prehospital Care Manual and laws concerning confidentiality and disclosure of individuals' health information, narcotics control, and mandatory healthcare reporting.

(2) Falsification of information or data supplied by the Provider to the County's EMS Agency.

(3) Acceptance or payment by the Provider or Provider's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Provider or Provider's employees could be reasonably construed as a violation of federal, state or local law.

(4) Failure to meet the provisions identified in this Agreement.

(5) Repeated failure of Provider to provide one or more reports and/or data generated in the course of operations, including, but not limited to, dispatch data, patient report data, response time data or financial data, within the time periods specified in this Agreement.

(6) Failure of Provider to meet the EMS System's standard of care as established by the Medical Director, following reasonable notice and opportunity to address any such failure.

(7) Any failure of performance, clinical or other, required by this Agreement and which is determined by the EMS Agency to constitute an endangerment to public health and safety.

B. Declaration of Material Breach and County's Remedies. If Provider materially breaches this Agreement, the County shall have all rights and remedies available at law or in equity under this Agreement, including but not limited to the right to terminate this Agreement.

(1) In the event the County determines that Provider has materially breached this Agreement, the County shall provide notice of such breach to Provider. Provider shall have up to thirty (30) days from the date of the notice to either cure the breach or provide evidence that the breach does not exist. If County determines that Provider has failed to cure the breach or provide evidence that the breach does not exist within the thirty-day period, County may immediately terminate this Agreement.
(2) In the event the County determines that Provider's material breach of this Agreement endangers public health and safety, the County may, in its discretion, decide not to allow Provider to have a cure period and may immediately terminate this Agreement.

C. Termination for Convenience. Either Party may terminate this Agreement at any time, by giving at least one hundred eighty (180) calendar days' prior written notice to the other Party. The Parties may also terminate this Agreement immediately by mutual agreement.

SECTION IV: REPRESENTATIONS AND WARRANTIES

A. Provider Representations and Warranties. Provider represents and warrants that it, its employees, contractors, subcontractors or agents (collectively, for purposes of this paragraph only, “Provider”) have not been convicted of a criminal offense related to health care and are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Provider must within 30 calendar days advise the County if, during the term of this Agreement, Provider is convicted of a criminal offense related to health care or becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Provider will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, suspension, debarment, exclusion or ineligibility of the Provider.

SECTION V: SCOPE OF SERVICES

A. Authorization of Service. Provider, by this Agreement, is authorized to provide the following services:

(1) Basic Life Support Services for (a) interfacility ambulance transportation, (b) ambulance transportation needed immediately in the event of disaster, and (c) upon request by the EMS Agency, 911 calls for emergency ambulance transportation.

(2) Critical Care Transport-Nurse Services for (a) ambulance transportation needed immediately in the event of a disaster and (b) interfacility ambulance transportation.
(3) Basic Life Support Services and Advanced Life Support Services provided as part of non-911 event standby services; provided, however, that (a) Provider must immediately contact Santa Clara County Communications in the event that a patient requires transport or presents with an emergency condition and (b) Provider shall not transport such patient without the County's authorization.

Provider is not authorized to, and shall not, self-dispatch or respond to 911 system requests except when expressly authorized by the County.

B. Roles and Responsibilities of the EMS Agency. The County shall:

(1) Perform EMS Agency responsibilities in a spirit of cooperation and collaboration with the Provider;

(2) Establish and promulgate medical control policies and EMS System procedures consistent with Federal, State, and local laws, policies, and standards;

(3) In accordance with Health and Safety Code Division 2.5, administer and coordinate the EMS System;

(4) Engage in efforts at local, State, and federal levels related to the procurement of necessary funding for the purpose of maintaining the EMS System;

(5) Provide access to standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual;

(6) In accordance with Title 22 and as approved by the EMS Agency, implement an EMS Quality Improvement Plan (EQIP) as a means of evaluating clinical EMS services provided;

(7) Manage the hospital radio system or equivalent and provide access to the County Emergency Medical Services Communication System, provided that the provider shall be responsible for the cost of equipment used by the provider, including but not limited to programming, maintenance, and replacement of such equipment;

(8) Assess compliance with policies and procedures of the EMS System by means of scheduled reviews, which may include site visits of Provider's program;

(9) Assess the Provider's EMS program by observing, on a first-hand basis, through field observations and/or attendance at the Provider offered training, exercises, orientation, or other programs;

(10) Coordinate a comprehensive EMS data collection system, in consultation with various EMS System stakeholder committees and Provider, which includes required data elements, data analysis, report generation, and other details related to ensuring the quality of the EMS System;
(11) In accordance with Health and Safety Code Section 1797.153, coordinate and authorize medical health mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC);

(12) The EMS Agency/County EMS Medical Director shall establish and provide medical control by means of the following:

(a) The EMS Agency/County EMS Medical Director shall develop and approve medical protocols specific to state scope of practice and other policies pertaining to base hospitals, paramedic and EMT personnel, EMS service providers, and the EMS Agency.
(b) Whenever possible, significant system-wide changes will be adopted on an annual basis to ensure there is sufficient time for advance planning and the training of all personnel. This may include clinical protocols and orders, master plans, etc.
(c) The EMS Agency/County EMS Medical Director shall consult with the Provider’s Medical Advisor prior to developing written medical policies and procedures for the EMS System.

(13) County shall provide or arrange for base hospital support for Provider’s paramedics to the extent that County requires on-line medical control required by State Regulation. The cost of accessing this service is the responsibility of Provider.

C. Roles and Responsibilities of Provider. Provider shall:

(1) Respond to requests for assistance during times of unexpected 911 emergency medical services surge and when administering authorized medical health mutual aid to other operational areas.

(2) Perform responsibilities of Provider in a spirit of cooperation and collaboration with the EMS Agency and the exclusive provider of advanced life support first response and emergency ambulance services in the County’s Exclusive Operating Area.

(3) Implement and ensure adherence to the policies, guidelines and procedures of the EMS Agency as set forth in the Santa Clara County Prehospital Care Policy Manual and all other policies, procedures and guidelines related to emergency medical services providers.

(4) Comply with all applicable local, state, and federal laws, regulations, policies, procedures, and guidelines with respect to the provision of emergency medical services in Santa Clara County, including but not limited to the provisions of Chapter 5 of Division 2.5 of the Health and Safety Code (commencing with Section 1798) and all EMS System policies and procedures enacted by County.

(5) Comply with all training requirements established by federal, state, and local laws, rules, regulations, policies and procedures.

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(6) Maintain a recruitment, hiring and retention system that ensures a quality workforce of clinical care employees who are certified, licensed and/or accredited throughout the term of this Agreement in accordance with the County’s Prehospital Care Policy and Ordinance Code.

(7) Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities at all times.

(8) Have a designated physician or equivalent licensed health care practitioner approved by the EMS Medical Director to address quality improvement EMS issues and needs. This position is not authorized to provide medical direction, but is to assist in clinical assurance and continuous quality management activities. If a non-physician is designated above, a physician shall be retained to authorize narcotic procurement and control as required by law.

(9) Respond to routine County inquiries about service and/or complaints within five working days or, for matters of a critical nature, within sixty minutes of notification by County.

(10) Immediately notify County of all incidents in which Provider’s personnel fail to comply with applicable federal, state, and/or local laws, regulations, and policies.

(11) Implement and maintain a detailed quality improvement program that has been approved by County. Provider shall actively participate in the QI program developed by County and attend EMS System stakeholder meetings organized by County.

(12) Maintain and send electronically, in a format acceptable to County, any Prehospital Care Reports and/or key Performance Indicators developed through the EQIP process, including any required data elements.

(13) Place into service and operate only those units authorized by the EMS Agency.

(14) Adhere to Division A18, Chapter XVI, of the County’s Ordinance Code (known as the Ambulance Ordinance) and any Ambulance Permit Regulations issued pursuant to the Ambulance Ordinance, when operating within the County of Santa Clara or when serving as a provider of services on behalf of the County of Santa Clara (i.e., authorized out-of-County mutual aid services).

(15) Maintain, in accordance with applicable state law, licensing, certification, and accreditation of all ALS, BLS and CCT personnel.

(16) Ensure that EMResource (or other replacement system approved by the County) is online and available to dispatch center personnel at all times and/or available through a link to a computer aided dispatch system or transmitted from EMResource via electronic data transfer to field personnel as approved by the County at Provider’s cost.
(17) Actively participate in medical disaster and EMS surge planning and related drills, simulations, and exercises at least quarterly.

(18) When requested by County, respond to the best of Provider’s ability and to the extent necessary and appropriate to any disaster, EMS surge event, proclaimed or not, or other event within the County of Santa Clara.

(19) Respond to a call for service using emergency lights and siren only when (1) requested by County, (2) use of lights and siren is prescribed in writing by a physician (as evidenced in physician’s transfer order) or other authorized prescribing health care practitioner when a patient is in need of transfer from one facility to a higher level of care, or (3) indicated by County policy or procedure.

(20) Send required patient care data in near real-time (within minutes) after transfer of care. The required data must be sent to the County Data Hub so the server may integrate data from first responders and transport personnel. Provider shall reference Santa Clara County Prehospital Care Policy for system requirements.

(21) Obtain EMS Agency approval for the branding of all ambulances and vehicles covered under the County Ordinance Code prior to placing such vehicles into service. Ambulances must be free from advertising and marked to facilitate ambulance use in the 911 system during times of emergency, EMS System surge, or disaster.

SECTION VI: INDEMNIFICATION AND INSURANCE

A. Indemnification. Provider shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Provider and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible coverage for the County. Provider shall reimburse the County for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which Provider is obligated to indemnify, defend, and hold harmless the County under this Agreement.

B. Insurance. Provider shall comply with the insurance requirements attached as Exhibit A.
SECTION VII: COMPLIANCE WITH STATE STANDARDS AND COUNTY EOA

A. Compliance with State Standards. In addition to and notwithstanding the foregoing, the Parties agree to comply with the California Health & Safety Code, including, but not limited to, sections 1797.201; 1797.204; 1797.206; 1797.218; 1797.220; 1797.224, as they now exist or as they may be amended from time to time.

B. Compliance with County EOA. This Agreement may be revised from time to time and immediately if the County’s exclusive agreement for advanced life support first response and emergency ambulance services in the County’s Exclusive Operating Area is modified or terminated.

SECTION VIII: MISCELLANEOUS PROVISIONS

A. Entire Agreement. This document represents the entire agreement between the Parties. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of the agreement are merged into this Agreement.

B. Amendments. This Agreement may only be amended by a written instrument signed by the Parties.

C. Governing Law, Venue. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing and shall apply to the specific instance expressly stated.

E. Independent Provider Status. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between any Party to this Agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers’ Compensation liability, employees solely of the Provider and not of County.

F. Notices. Any notice required to be given by either Party, or which either Party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. Either Party may designate a different person and/or address for the receipt of notices by sending written notice to the other Party.
Notices to County shall be addressed as follows:

911 Provider Agreement Manager  
County of Santa Clara  
Emergency Medical Services Agency  
700 Empey Way  
San Jose, California 95128

Notices to Provider shall be addressed as follows:

G. Assignment and Delegation

(1) Provider shall not assign its rights nor delegate its duties under this Agreement, whether in whole or in part, without the prior written consent of County, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the Parties.

(2) Any assumption, assignment, delegation, or takeover of any of the Provider’s duties, responsibilities, obligations, or performance of same by any entity other than the Provider, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration, for any reason whatsoever without County’s express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against the new service provider as it could pursue in the event of default by Provider.

H. Dispute Resolution

(1) The Provider shall name specific individuals within the Provider’s agency, upon execution of this Agreement, who are authorized to assist the EMS Agency with dispute resolution under this Agreement.

(2) The Provider shall respond to written requests of the EMS Agency for information regarding any perceived dispute within five (5) business days, unless otherwise mutually agreed, following receipt of such request.

(3) The Provider is encouraged to resolve normal day-to-day operational concerns directly with involved Parties (other EMS System providers, hospitals, etc.). If a dispute is not resolved at this level, the Provider may refer it to the EMS Agency Contract Manager for further review and action.
(4) Disputes perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency.

I. No Third Party Rights. No provision in this Agreement shall be construed to confer any rights to any person or entity other than the Parties.

J. Partial Invalidity. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

K. County No-Smoking Policy. Provider and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. Budget Contingency. This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

M. Nondiscrimination. Parties shall comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Parties shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall the Parties discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

N. Relationship of Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither Party has the authority to make any statements, representations

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or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publications or advertisements, except with the written consent of the other Party or as is explicitly provided herein. Each Party will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

O. Wage Theft Prevention.

(1) Compliance with Wage and Hour Laws: Provider, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Provider and/or its Subcontractors: BY SIGNING THIS AGREEMENT, PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—that PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Provider or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Provider learns of such a judgment, decision, or order that was not previously disclosed, Provider must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Provider and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Provider to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Provider or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or
government agency, the County reserves the right to withhold payment to Provider until such judgment, decision, or order has been satisfied in full. 

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

P. **Contract Execution.** Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County. If Provider provides an electronic copy of a signed contract to the County, Provider shall provide the original signed contract to the County within 10 days of providing the electronic copy to the County in order to enforce its rights under the contract.

Q. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

County of Santa Clara: 

René G. Santiago 
Deputy County Executive 

Approved as to Form and Legality:

Jenny Lam 
Deputy County Counsel 

Approved:

John Cookinham 
SCVHHS Chief Financial Officer 

Exhibit: 
Exhibit A: Insurance
DATE: August 30, 2016
TO: Board of Supervisors
FROM: Jackie Lowther, Interim EMS Director
SUBJECT: Assignment of Professional Services Agreement

RECOMMENDED ACTION
Approve Assignment of Agreement with California Shock Trauma Air Rescue (CALSTAR) to CALSTAR Air Medical Services LLC, for air ambulance services.

FISCAL IMPLICATIONS
Approval of the recommended action would not require any modification to the current Board approved budget for the EMS Agency. This is a non-monetary agreement.

CONTRACT HISTORY
On April 9, 2013, the Board of Supervisors approved a non-monetary agreement with California Shock Trauma Air Rescue for air ambulance services for a five year term, from April 1, 2013 through March 31, 2018.

REASONS FOR RECOMMENDATION
The County has received notice that the California Shock Trauma Air Rescue recently merged with REACH Air Medical Services under the corporate umbrella of REACH Medical Holdings, LLC, and transferred its operations to a newly formed company named CALSTAR Air Medical Services LLC (CALSTAR Air). Pursuant to section 6.6 of the agreement, CALSTAR Air requested the County’s consent to assign the agreement to CALSTAR Air. The assignment does not alter or amend the terms of the agreement; the agreement remains in full force and effect.

The Board will need to approve the required consent form in order to confirm that the County allows the agreement to be assigned to the newly formed company. Failure to do so may result in ambiguity in contractual obligations between the County and the provider should this assignment not be approved.

CHILD IMPACT

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith
The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
The California Code of Regulations, Section 100300 requires that air ambulance providers enter into agreements with their permitting agency. Air ambulance provider agreements allow for the routine use of air ambulances within the 911 system by specifying role and responsibilities as a local provider of air ambulance services. The Santa Clara County Emergency Medical Services Agency is responsible for regulating Advanced Life Support (ALS), Critical Care Transport (CCT), and Basic Life Support (BLS) air ambulance service and EMS service providers within Santa Clara County, and for authorizing the provision of Advanced Life Support, Critical Care Transport, and BLS Basic Life Support air ambulance response and transport within the County.

The Air Ambulance Service Agreements are for the provision of emergency medical air ambulance services in support of prehospital incidents and the non-emergency needs of medical facilities, physicians, licensed healthcare providers, and insurance providers in Santa Clara County. CalSTAR and Stanford Hospital and Clinics (Life Flight) collectively complete approximately 200 transports within Santa Clara County each year.

**CONSEQUENCES OF NEGATIVE ACTION**
The agreement would not be assigned to the newly formed company and as a result there may be ambiguity in contractual obligations between the County and the provider should this assignment not be approved.

**STEPS FOLLOWING APPROVAL**
Upon approval, the EMS Agency requests the Clerk of the Board obtain the Board President’s and Clerk of the Board’s signatures on the acknowledgement, and forward a copy of the signed document to the EMS Agency, attention Patricia Natividad.

**ATTACHMENTS:**
- CALSTAR - Consent Letter to Santa Clara County (PDF)
June 29, 2016

Patricia Natividad
Manager, Finance/Administration
County of Santa Clara
976 Lenzen Ave, Suite 1200
San Jose, CA 95126

Re: Emergency Medical Services and Air Ambulance Service Provider Agreement, dated 4/9/2013, by and between California Shock Trauma Air Rescue and County of Santa Clara.

Dear Patricia Natividad:

California Shock Trauma Air Rescue ("CALSTAR") would like to share some exciting news about an upcoming transaction which will occur on or about July 31, 2016 (the "Closing Date"). CALSTAR will be joining REACH Air Medical Services, LLC ("REACH") under the corporate umbrella of REACH Medical Holdings, LLC (a wholly-owned subsidiary of Air Medical Group Holdings, Inc.). CALSTAR and REACH are two of the preeminent air medical ambulance providers in California and the west coast states, having operated with excellence for three decades. Through this transaction, we believe we will be even better positioned to serve the needs of our patients, healthcare customers and communities and we are expecting no disruption in our services during the transition. We view this opportunity as an exciting announcement for not only our organization, but for all of the communities we serve. We value the professional relationship that we have maintained with County of Santa Clara, and look forward to a bright future together.

Timing is critical for this transaction, so we need to make sure that we are coordinated with your organization, and that you have everything you need prior to our Closing Date. We appreciate your assistance with ensuring uninterrupted service to our patients.

Our transaction will involve the following actions:

1. CALSTAR will transfer its operations to a newly formed company named CALSTAR Air Medical Services LLC ("CALSTAR Air"). CALSTAR Air will be formed in Delaware and qualified to do business in your state. It will have its own separate federal tax identification number.

2. On the Closing Date, CALSTAR Air will take over all operations of CALSTAR, using CALSTAR's current management, medical direction, employees and certain assets. To ensure continuity, as part of this transition:
CALSTAR will transfer all of its employees and operating assets, including aircraft and medical equipment and supplies, to CALSTAR Air;

- CALSTAR Air will adopt all of CALSTAR’s policies, procedures and protocols, and will engage the same medical directors as currently used by CALSTAR; and
- CALSTAR Air will continue all certifications currently held by CALSTAR.

3. Also on the Closing Date, CALSTAR will transfer all ownership of CALSTAR Air to REACH Medical Holdings, LLC, and the current operational management team of CALSTAR will continue to be the management team for CALSTAR Air. However, as part of the agreement, after assisting with the transition over the coming months, Tad Henderson (our COO), Mark Vincenzini (our CFO), and I will step-down from our respective positions. No other changes are contemplated.

Again, we need to coordinate all of these actions with your organization, with State and County EMS agencies, and with various other third parties to make this happen on the same day without interruption of service to our patients, so this requires substantial pre-planning, communication and coordination.

We are reaching out to you because of the importance of our relationship with you and because, pursuant to the terms of the Contract, CALSTAR may need your consent to assign the Contract to CALSTAR Air in furtherance of the transaction. To indicate your consent to the assignment, kindly countersign and date this letter where indicated below, and email or fax a copy to my attention, consent@calstar.org or fax (916) 646-7110 at your earliest convenience, and by July 15th, if possible. We acknowledge that the consent does not in any way amend or alter the terms of the Contract, and you and we agree that the Contract remains in full force and effect.

If you would like to discuss the transaction with me, please contact me at 916-921-4072, or lmalstrom@calstar.org. Thank you in advance for your cooperation. We appreciate your assistance.

Sincerely,

California Shock Trauma Air Rescue

\[Signature\]

Lynn D. Malmstrom
President and CEO

[ Remainder of Page Intentionally Blank – Acknowledgement on Next Page ]
Re: Emergency Medical Services and Air Ambulance Service Provider Agreement, dated 4/9/2013, by and between California Shock Trauma Air Rescue and County of Santa Clara.

Acknowledged and Agreed:

County of Santa Clara:

Dave Cortese

AUG 30 2016
Date

Board President

Approved as to Form and Legality:

Jenny Pam

8/10/16
Date

Deputy County Counsel

Attest:

Megan Doyle

AUG 30 2016
Date

Clerk of the Board
DATE: September 27, 2016
TO: Board of Supervisors
FROM: Jackie Lowther, Interim EMS Director
SUBJECT: 911 Emergency Medical Systems (EMS) Receiving Center and Acute Care Hospital Specialty Agreements

RECOMMENDED ACTION
Adopt Resolution delegating authority to Deputy County Executive/Director, Santa Clara Valley Health and Hospital System, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to contracts and contract amendments with acute care hospitals authorizing designation of each such hospital as a 911 EMS Receiving Center and as one or more Specialty Centers for period January 1, 2017 through December 31, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2019.

FISCAL IMPLICATIONS
There is no negative impact on the General Fund as a result of this action. 911 Receiving Hospital and Specialty Center designation fees have been included in the FY17 EMS Agency budget. Hospitals are be charged an annual fee (initially $10,500 per facility for Receiving Center designation, in addition to the already established fees for Specialty Center designations -$105,000 for Trauma Center designation, $10,500 for Stroke Center designation and $10,500 per year for ST Elevation Myocardial Infarction (STEMI) Receiving Center designation) for costs associated with administration and evaluation of these agreements/services.

CONTRACT HISTORY
On April 8, 2008, the Board of Supervisors adopted a resolution delegating authority to the Director of Public Health, or designee, to negotiate and execute contracts and contract amendments with hospitals for the purpose of implementing the Comprehensive Cardiac
Care System and designating ST Elevation Myocardial Infarction (STEMI) Receiving Centers within Santa Clara County for period July 1, 2008 through June 30, 2013.

On August 26, 2008, the Board of Supervisors adopted a resolution delegating authority to Director of Public Health, or designee, to negotiate, execute, amend, extend, renew and terminate agreements with Stanford Hospital and Clinics and Santa Clara Valley Medical Center relating to designation as a Level I Adult and Level II Pediatric Trauma Center in an amount not to exceed $75,000 annually for period October 1, 2008 through September 30, 2012.

On February 24, 2009, the Board of Supervisors adopted a resolution delegating authority to the Public Health Director, or designee, to negotiate and execute contracts and contract amendments and take all related actions with hospitals relating to the comprehensive Stroke Management System and designation of stroke centers within Santa Clara County for period March 1, 2009 through February 28, 2012.

On October 26, 2010, the Board of Supervisors approved delegation of authority to the Public Health Director, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the Trauma Center Designation with Regional Medical Center of San Jose for period November 1, 2010 through November 30, 2013.

On December 13, 2011, the Board of Supervisors approved delegation of authority to the Public Health Director, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to the agreement with hospitals for (1) 9-1-1 EMS Receiving Facilities, (2) Trauma Centers, (3) Stroke Centers, and (4) Cardiac Centers through December 31, 2016.

The Emergency Medical Services Agency currently monitors specialty center agreements for the following services:

- 8 Cardiac Care Centers ("STEMI")
- 10 Stroke Care Centers
- 3 Trauma Centers (including 2 Pediatric Trauma Centers)

**REASONS FOR RECOMMENDATION**

The proposed Hospital Designation Agreements establish certain performance requirements that support the quality assurance and regulatory functions of the Emergency Medical Service Agency. The requested recommendation is made as the existing agreements are scheduled to expire on December 31, 2016.

Delegation is requested for the EMS Agency to perform its regulatory function to assure compliance with the performance requirements set forth. Hence, actions to execute, amend,
negotiate and terminate the agreements may be necessary enforcement actions to fulfill regulatory and compliance obligations. In order to process the significant number of agreements prior to the expiration of the current agreement, delegation will permit hospitals to execute the agreements over the next several months. It is likely that hospitals will request minor adjustments to the agreement and will work with County Counsel and the EMS Agency to finalize agreements without making substantive changes to the attached contract template.

**CHILD IMPACT**

Execution of these agreements will positively benefit children as data will continue be available to evaluate and improve the Santa Clara County Emergency Medical Services System. This data will better assist in assessing clinical care protocols and equipment that may benefit the pediatric population. The existing trauma agreements provide for specialized pediatric care provision in two of the three designated trauma centers.

**SENIOR IMPACT**

As with the pediatric population, this data will better assist in assessing clinical care protocols and equipment that may benefit the senior population.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

The California Health and Safety Code, Section 1797.204, requires Local Emergency Medical Services Agencies (LEMSA) to "...plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures." The development and execution of these Hospital Designation Agreements is part of this process.

Other sections of the Health and Safety Code that relate to these agreements are identified below:

Section 1798.100.

In administering the EMS system, the local EMS agency, with the approval of its medical director, may designate and contract with hospitals or other entities approved by the medical director of the local EMS agency pursuant to Section 1798.105 to provide medical direction of prehospital emergency medical care personnel, within its area of jurisdiction, as either base hospitals or alternative base stations, respectively. Hospitals or other entities so designated and contracted with as base hospitals or alternative base stations shall provide medical direction of prehospital emergency medical care provided for the area defined by the local EMS agency in accordance with policies and procedures established by the local EMS.
agency and approved by the medical director of the local EMS agency pursuant to Sections 1797.220 and 1798.

Section 1798.170.

A local EMS agency may develop triage and transfer protocols to facilitate prompt delivery of patients to appropriate designated facilities within and without its area of jurisdiction. Considerations in designating a facility shall include, but shall not be limited to, the following:

(a) A general acute care hospital's consistent ability to provide on-call physicians and services for all emergency patients regardless of ability to pay.

(b) The sufficiency of hospital procedures to ensure that all patients who come to the emergency department are examined and evaluated to determine whether or not an emergency condition exists.

(c) The hospital's compliance with local EMS protocols, guidelines, and transfer agreement requirements.

Section 1798.172.

(a) The local EMS agency shall establish guidelines and standards for completion and operation of formal transfer agreements between hospitals with varying levels of care in the area of jurisdiction of the local EMS agency consistent with Sections 1317 to 1317.9a, inclusive, and Chapter 5 (commencing with Section 1798). Each local EMS agency shall solicit and consider public comment in drafting guidelines and standards. These guidelines shall include provision for suggested written agreements for the type of patient, initial patient care treatments, requirements of inter-hospital care, and associated logistics for transfer, evaluation, and monitoring of the patient.

(b) Notwithstanding subdivision (a), and in addition to Section 1317, a general acute care hospital licensed under Chapter 2 (commencing with Section 1250) of Division 2 shall not transfer a person for non-medical reasons to another health facility unless that other facility receiving the person agrees in advance of the transfer to accept the transfer. [Amended by AB 214 (Ch. 1225) and SB 12 (Ch. 1240) 1987; and AB 3217 (Ch. 888) 1988.]

CONSEQUENCES OF NEGATIVE ACTION

If the recommendation is not approved, the consequences of negative action may include (1) the lack of compliance with Health and Safety Code provisions, (2) potential risk to patient safety and EMS quality standards, and (3) the inability to collect critical patient care data necessary for EMS System quality assurance and improvement.

STEPS FOLLOWING APPROVAL
Notify Jackie Lowther, Interim EMS Director, for the EMS Agency.

ATTACHMENTS:

- Hospital Designation Agreement Template  (PDF)
- Hospital Designation Agreement - Annex A - 911 Receiving Center  (PDF)
- Hospital Designation Agreement - Annex B - Stroke Center  (PDF)
- Hospital Designation Agreement - Annex C - STEMI Receiving Center  (PDF)
- Hospital Designation Agreement - Annex D - Trauma Center  (PDF)
- Hospital Delegation of Authority Resolution  (PDF)
HOSPITAL DESIGNATION AGREEMENT
BY AND BETWEEN THE COUNTY OF SANTA CLARA
AND “HOSPITAL NAME”

This Hospital Designation Agreement, effective as of January 1, 2016, together with any Annex(es) attached hereto (collectively, “Agreement”), is entered into by and between the County of Santa Clara (the “COUNTY”) and __________________________ (the “HOSPITAL”). HOSPITAL and COUNTY may be herein referred to individually as “party” and collectively as “parties.”

WHEREAS COUNTY wishes to assure the highest quality of care by directing acute patients to facilities committed to receiving and appropriately treating prehospital patients;

WHEREAS COUNTY has found that HOSPITAL meets COUNTY criteria for receiving and treating acute, prehospital patients;

WHEREAS HOSPITAL is willing to accept designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center (as described in the applicable Annex(es)); and

WHEREAS HOSPITAL, by virtue of the parties’ execution of this Hospital Designation Agreement and the attached Annex(es), shall be designated by COUNTY as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein and other good and valuable consideration, COUNTY and HOSPITAL do hereby expressly agree as follows:

1. DEFINITIONS

For purposes of this Agreement:

A. “Assignment” and “Delegation” mean any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

B. “Cause” includes, but is not limited to, the following:

(1) Failure of HOSPITAL to operate in a manner which enables the COUNTY or the HOSPITAL to remain in compliance with applicable laws, rules, regulations, or EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Manual;
(2) Failure of HOSPITAL to provide timely physician coverage for patients transported to HOSPITAL pursuant to this Agreement, causing unnecessary risk of mortality or morbidity, as determined by COUNTY;

(3) Any failure of performance, clinical or other, required in accordance with the Agreement and which is determined by the EMS Agency’s Medical Director to constitute an endangerment to public health and safety.

(4) Falsification of information or data supplied by HOSPITAL to COUNTY;

(5) Acceptance by the HOSPITAL or HOSPITAL’S employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the HOSPITAL or HOSPITAL’S employees could be reasonably construed as a violation of federal, state or local law.

(6) Failure by HOSPITAL to strictly observe any provision in this Agreement;

(7) Failure by HOSPITAL to remedy recurring malfunction, staff shortages, response delays or facility problems leading to diversion of ambulances; and

(8) The HOSPITAL is adjudged to be bankrupt or has a general assignment for the benefit of its creditors, or a receiver is appointed on account of HOSPITAL’s insolvency.

C. “EMS Agency” means the COUNTY’s Emergency Medical Services Agency.

D. “EMS System” means the emergency medical services system operated by the EMS Agency to provide personnel, facilities, and equipment for the effective and coordinated delivery of medical care services under emergency conditions in the COUNTY.

2. TERM

This Hospital Designation Agreement shall be valid for a period of five years, beginning on January 1, 2017 and continuing until December 31, 2019, unless earlier terminated pursuant to this Hospital Designation Agreement. Any Annex entered into pursuant to this Hospital Designation Agreement shall be valid from the date of mutual execution of the Annex until the earliest of (1) expiration of this Hospital Designation Agreement, (2) termination of this Hospital Designation Agreement, or (3) termination of the Annex.

3. DESIGNATION FEES

A. Amount of Fee(s)

In exchange for designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center, HOSPITAL shall pay COUNTY in accordance with the COUNTY Board of Supervisors’ approved fee schedule, as may be amended by the COUNTY from time to time, together with any fee(s) identified in the attached Annex(es). The fee(s) shall be used to pay the cost to the
EMS Agency of administering and evaluating the 9-1-1 EMS Receiving Center system, STEMI Receiving Center system, Stroke Center system, and/or Trauma Center system, as applicable.

B. Payment of Fee(s)

Fee(s) shall be paid in full within thirty (30) calendar days of receipt of an invoice from the COUNTY.

4. DISCLAIMER

HOSPITAL acknowledges that COUNTY makes no representation, and does not guarantee that any patients will be delivered, directed, or diverted to HOSPITAL for care pursuant to this Agreement and cannot assure that a minimum number of patients will be delivered to HOSPITAL during the term of this Agreement.

5. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall comply with all HOSPITAL obligations set forth in the attached Annex(es).

B. HOSPITAL shall comply with all standards criteria identified within this Agreement, as well as all applicable EMS Agency policies and procedures, as amended from time to time, including but not limited to the Santa Clara County Prehospital Care Policy Manual.

C. Any transfer of a patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd), the regulations promulgated thereunder, and applicable EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

D. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.

E. HOSPITAL shall provide, at HOSPITAL’s sole expense, all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement. All such services will be performed by HOSPITAL, or under HOSPITAL’s supervision by persons authorized by HOSPITAL to perform such services.

F. HOSPITAL shall immediately notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing the services described in this Agreement.

G. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet any standards identified in this Agreement, within the timeframes established by the EMS Agency.

H. Required Designation as a 9-1-1 EMS Receiving Center
As a condition of obtaining and maintaining designation as a STEMI Receiving Center, Stroke Center, Adult Trauma Center, or Pediatric Trauma Center, HOSPITAL shall obtain and maintain designation as a 9-1-1 EMS Receiving Center.

I. Licensing and Accreditation

(1) HOSPITAL shall possess a current California Department of Public Health license for basic or comprehensive emergency service.

(2) HOSPITAL shall maintain accreditation by the Joint Commission.

(3) HOSPITAL shall notify COUNTY within 24 hours any time that HOSPITAL becomes aware that HOSPITAL is not in compliance with any applicable federal, state, or local laws, rules, regulations, policies or procedures related to performance of services under this Agreement. Such notice shall indicate the reason(s), date(s), and time(s) for non-compliance and corrective actions that are being taken to resolve the violation. The COUNTY shall determine, in its sole and absolute discretion, whether the HOSPITAL may continue to receive patients pursuant to this Agreement during the period that corrective actions are underway.

J. Compliance With All Laws and Regulations

HOSPITAL shall comply with all laws, codes, regulations, rules and orders applicable to its performance under this Agreement, including but not limited to applicable EMS Agency policies and procedures such as the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

K. Data Collection/Records

(1) HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer of otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify patients served pursuant to each Annex to this Agreement.

(2) On a quarterly basis, HOSPITAL shall provide the EMS Agency with patient outcome information for patients transported to HOSPITAL pursuant to this Agreement. This information shall be in an electronic format reasonably acceptable to the COUNTY. This information shall be used for quality improvement activities for patients transported to the HOSPITAL for evaluation, treatment or as otherwise permitted by HIPAA, the California Confidentiality of Medical Information Act, and other applicable statutes, regulations, ordinances, or policies.

(3) HOSPITAL shall provide insurance/billing information on 9-1-1 EMS patients transported to the HOSPITAL, to the ambulance company that transported the patient to the facility at time of transport, if possible.
(4) HOSPITAL shall participate in data collection and evaluation studies conducted by the EMS Agency, including but not limited to clinical outcomes, upon request from the EMS Agency.

(5) HOSPITAL shall submit reports to EMS Agency quarterly or as requested.

(6) Specific to non-trauma center hospitals: If HOSPITAL is not designated by COUNTY as a Pediatric Trauma Center or Adult Trauma Center, HOSPITAL shall submit specific outcome data quarterly for all patients who are transported by ambulance to the HOSPITAL and then admitted to the HOSPITAL with an ICD-9 (or subsequent ICD-10) injury code between 800-959.9 if they meet COUNTY’s prehospital major trauma criteria. It is preferable for a non-trauma center hospital to transfer patients who meet major trauma criteria to a Pediatric Trauma Center or Adult Trauma Center, as applicable. If a non-trauma center hospital receives and admits patients who meet COUNTY’s prehospital major trauma criteria, the EMS Agency may require the hospital to submit additional outcome information. This information may include but is not limited to: nature and extent of injuries, diagnostic tests performed, treatment, surgical procedures, unplanned readmissions, complications, ED and hospital disposition data, mortality rates and length of stay. These reports shall be incorporated into the Santa Clara County Trauma Registry.

6. **OBLIGATIONS OF COUNTY**

A. COUNTY shall comply with all COUNTY obligations set forth in the attached Annex(es).

B. COUNTY shall provide or cause to be provided to HOSPITAL system data related to prehospital care that COUNTY determines shall contribute to continuous quality improvement, provided, however, that this subsection shall not confer any right to HOSPITAL to receive or demand system data from COUNTY.

C. COUNTY shall develop and promulgate medical control policies and EMS System procedures consistent with applicable federal and state statutes and regulations, and COUNTY ordinances.

D. COUNTY shall administer and coordinate the EMS System consistent with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, codified in California Health and Safety Code Division 2.5.

E. COUNTY shall use its best efforts to procure funding to maintain the EMS System, including actively seeking grant funding at the federal, state, and local levels.

F. COUNTY shall provide HOSPITAL with standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual, as may be amended from time to time.
G. COUNTY shall develop and coordinate a comprehensive EMS data collection system, in consultation with various EMS System stakeholder committees and HOSPITAL, which includes required data elements, data analysis, report generation, and other details related to evaluating and ensuring the quality of the EMS System.

H. COUNTY shall develop EMS policies and procedures, clinical protocols and other EMS plans based on the processes described in the EMS Policies and Procedures Manual, as may be revised from time to time by COUNTY. Whenever reasonably possible, COUNTY shall provide HOSPITAL with adequate time to plan, budget and train personnel affected by changes in EMS policies, procedures, clinical protocols or other EMS plans.

I. COUNTY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL’s responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to patients lacking the ability to pay for services.

7. MUTUAL COOPERATION

It is agreed that mutual non-competition among facilities that have entered into Hospital Designation Agreements with COUNTY, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS System. In furtherance of such cooperation, HOSPITAL agrees to provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport patients to HOSPITAL pursuant to this Agreement. HOSPITAL shall not charge helicopter services for such landing privileges.

8. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIALS

HOSPITAL agrees to meet with all other facilities that have entered into agreements with COUNTY to provide the services described in the attached Annex(es) in order to establish guidelines concerning the publication and use of data relating to the system for providing those services and any other such facility. By way of example, if HOSPITAL has executed an Annex for designation as an Adult Trauma Center or Pediatric Trauma Center, HOSPITAL shall meet with all other Trauma Centers designated by the COUNTY in order to establish guidelines concerning the publication and use of data relating to the trauma system and any other Trauma Center. COUNTY shall note HOSPITAL’s contribution of data to any materials, within such materials, that are published or issued as result of this Agreement. Each party shall note the other party’s contribution of data to any materials, within such materials, published or issued as a result of this Agreement.

9. ADVERTISING, MARKETING AND INFORMATION

Prior to publicly releasing any marketing materials primarily related to the provision of services covered under this Agreement, HOSPITAL shall provide COUNTY the opportunity to comment on and approve any such marketing materials. HOSPITAL shall not represent itself to be the EMS System, a 9-1-1 EMS Receiving Center, a Stroke Center, an Adult
10. PERFORMANCE MONITORING

The EMS Agency and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL’s performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL’s staff and patients. At any time during normal business hours, as often as the EMS Agency may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to the EMS Agency, upon the EMS Agency’s request, all of HOSPITAL’s records with respect to all matters covered by this Agreement.

11. DEBARMENT

HOSPITAL certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) HOSPITAL has performed an appropriate screen of these employees prior to making this certification; and (iii) it shall screen all new employees who provide services under this Agreement. HOSPITAL certifies that HOSPITAL has not been convicted of a criminal offense related to health care, nor is HOSPITAL listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs. HOSPITAL agrees that if any of its employees providing services under this Agreement are convicted of a crime related to health care or debarred, such employees shall be removed from any responsibility or involvement in the provision of services under this Agreement once the criminal conviction or debarment is final. HOSPITAL shall notify COUNTY of the pendency of such charges or proposed debarment or exclusion against it or against HOSPITAL’s employees. HOSPITAL shall indemnify, defend and hold harmless COUNTY for any loss or damage resulting from HOSPITAL’s or HOSPITAL’s employees’ criminal conviction, debarment or exclusion.

12. CONFLICTS OF INTEREST

HOSPITAL acknowledges that ambulances shall be directed by EMS Agency policies and procedures. Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the diversion of an ambulance in violation of EMS Agency policies and procedures. HOSPITAL and COUNTY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

13. CONFIDENTIALITY

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. COUNTY agrees that it is a “Health Oversight
Agency” under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital.

Nothing in this Agreement shall require HOSPITAL to provide or disclose to COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital (hereafter, “Medical Staff Committee Documents”). In the event that HOSPITAL in its discretion chooses to share Medical Staff Committee documents or the contents thereof with County, County acknowledges that such documents may be protected under California Evidence Code Section 1157 and agrees to strictly maintain the confidentiality of documents protected under Evidence Code Section 1157.

14. INDEMNIFICATION AND INSURANCE

HOSPITAL and COUNTY shall comply with the applicable indemnification and insurance provisions attached as Exhibit A.

15. DISPUTE RESOLUTION

A. HOSPITAL shall identify specific individuals and provide their contact information for those who are authorized to assist the EMS Agency with dispute resolution under this Agreement.

B. HOSPITAL shall respond to written requests of the EMS Agency for information regarding any perceived dispute within five (5) business days, unless otherwise mutually agreed, following receipt of such request.

C. HOSPITAL is encouraged to resolve normal day-to-day operational concerns directly with involved parties, such as other EMS System providers and hospitals. If a dispute is not resolved at this level, the HOSPITAL may refer the dispute to the Director of the EMS Agency for further review and action.

16. TERMINATION

A. Termination without Cause. Either party may terminate this Agreement, either in whole or in part, for convenience at any time without penalty or liability by giving 180 days prior written notice specifying the effective date and scope of such termination.

B. Termination for Cause.

(1) In the event of a condition or circumstance constituting Cause for termination, the COUNTY shall have all rights and remedies available at law or in equity under this Agreement, including the right to terminate this Agreement, either in whole or in part.
(2) If COUNTY determines that Cause exists for potential termination of this Agreement, either in whole or in part, the COUNTY shall provide reasonable notice to HOSPITAL of the Cause. HOSPITAL shall have up to thirty (30) days to either cure the default or provide evidence to the reasonable satisfaction of the COUNTY that Cause for termination does not exist. If HOSPITAL has not cured the default, or if the default cannot be reasonably cured, within the 30 day cure period, COUNTY may, at its option, decide whether to (a) give HOSPITAL additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for Cause.

(3) In the event that the COUNTY determines that the Cause for termination poses a danger to public health or safety, the COUNTY may, in its sole and absolute discretion, decide not to allow HOSPITAL to have a cure period and immediately terminate this Agreement, either in whole or in part, without penalty upon issuing either oral or written notice to HOSPITAL.

C. Consequences of Termination. In the event of COUNTY’s termination of this Agreement, either in whole or in part, the HOSPITAL shall be liable for costs, if any, incurred by the COUNTY because of HOSPITAL’s default. HOSPITAL shall promptly reimburse the COUNTY for the full amount of its liability, or, at COUNTY’s option, the COUNTY may offset such liability from any payment due to HOSPITAL under any contract with the COUNTY.

17. BUDGETARY CONTINGENCY

Performance and/or payment by the COUNTY pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the COUNTY for services covered by this Agreement. If funding is reduced or deleted by the COUNTY for services covered by this Agreement, the COUNTY may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

18. ASSIGNMENT AND DELEGATION

HOSPITAL shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the prior written consent of COUNTY. No Assignment or Delegation shall release HOSPITAL from any of its obligations or alter any of its obligations to be performed under the Agreement. This provision shall not be applicable to services agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

19. NON-DISCRIMINATION

A. HOSPITAL shall comply with all applicable federal, state, and local laws and regulations, including Santa Clara County’s policies, concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§§ 503 and 504); California Fair Employment and
Housing Act (Government Code §§ 12900 et seq.); and California Labor Code §§ 1101 and 1102. HOSPITAL shall not discriminate against any employee, subcontractor or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall HOSPITAL discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

B. HOSPITAL’s violation of this provision shall be deemed a material default by HOSPITAL giving COUNTY a right to terminate this Agreement for cause.

20. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed by the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, either oral or in writing, with respect to the subject matter hereof.

21. NO THIRD PARTY RIGHTS

No provision in this Agreement shall be construed to confer any rights to any third person or entity.

22. INDEPENDENT PROVIDER STATUS

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this Agreement. HOSPITAL understands and agrees that all HOSPITAL employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers’ Compensation liability, employees solely of the HOSPITAL and not of COUNTY.

23. SEVERABILITY

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

24. GOVERNING LAW; VENUE
This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

25. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

26. NOTICES

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named.

The EMS Agency Director shall have the authority to issue all notices which are required or permitted by COUNTY hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

Notices to COUNTY shall be addressed as follows:

EMS Agency Director
County of Santa Clara
Emergency Medical Services Agency
700 Empey Way
San Jose, CA 95128

Notices to HOSPITAL shall be addressed as follows:

Name
Address
Address
Address
Address

27. COUNTY NO-SMOKING POLICY

HOSPITAL and its employees, agents and subcontractors, shall comply with the COUNTY’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.
28. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties.

COUNTY OF SANTA CLARA

By: __________________________
Name: _______________________
Title: _______________________

[NAME OF HOSPITAL]

By: __________________________
Name: _______________________
Title: _______________________

ATTEST/APPROVED:

By: __________________________
Name: _______________________
Title: _______________________

APPROVED AS TO FORM AND LEGALITY:

By: __________________________
Name: Jenny S. Lam
Title: Deputy County Counsel

Attachments
Exhibit A: Indemnification and Insurance
Annex A: Designation as a 9-1-1 EMS Receiving Center
Annex B: Designation as a Stroke Center
Annex C: Designation as a STEMI Receiving Center
Annex D: Designation as a Trauma Center
ANNEX A
DESIGNATION OF HOSPITAL AS A 9-1-1 EMS RECEIVING CENTER

1. DESIGNATION AS A 9-1-1 EMS RECEIVING CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a 9-1-1 EMS Receiving Center, and HOSPITAL hereby accepts such designation.

2. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall provide acute, emergency care to any patient that comes to the emergency department of HOSPITAL by ambulance as the result of a 9-1-1 call to the COUNTY’s EMS system (“9-1-1 EMS patients”). HOSPITAL shall provide such care regardless of the patient’s ability to pay physician and/or hospital fees. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall provide the EMS Agency, on a regular and ongoing basis and upon request, with documents that demonstrate HOSPITAL’s compliance with EMS Agency policies and procedures and 9-1-1 EMS Receiving Center standards contained in this Annex.

D. HOSPITAL agrees to use EMSystem (EMResource) or other COUNTY-approved hospital status and alerting system to manage hospital diversion and receive alerts from the Santa Clara County Emergency Medical Services System (“EMS System”) at HOSPITAL’s cost. COUNTY shall seek grant funding opportunities to fund this hospital status and alerting system.

E. HOSPITAL shall be responsible for the cost of programming, maintaining, and replacing radio equipment used by the HOSPITAL to access the COUNTY EMS Communication System.

F. If COUNTY EMS radios can not communicate unaided with County Communications within HOSPITAL’s facility, HOSPITAL agrees to provide, at its own cost, COUNTY-approved radio that is bi-directional amplifier/passive antenna or other appropriate technologies to support the use of COUNTY EMS portable radios within the HOSPITAL’s ED, administrative offices, and command center (or back up location).

G. HOSPITAL shall endeavor, in good faith, to develop an agreement with COUNTY whereby HOSPITAL shall conduct Post Mortem CT Examinations for selected deceased trauma patients in order to provide COUNTY with continuous quality improvement information.
H. HOSPITAL shall participate in disaster and EMS surge planning and related drills, simulations, and exercises at least twice each calendar year. HOSPITAL may substitute a response to an actual event if HOSPITAL completes and submits an After Action Report to COUNTY. COUNTY may approve or reject such substitution in its sole and absolute discretion.

I. HOSPITAL agrees to execute and maintain multiple agreements with COUNTY-permitted ambulance service providers at the Basic Life Support (BLS)-EMT, Advanced Life Support (ALS)-Paramedic, and Critical Care Transport-Registered Nurse level to facilitate the immediate inter-facility transfer of patients when necessary;

2. MEDICAL PERSONNEL AND STAFFING

A. Emergency Department Medical Director

1. HOSPITAL shall employ and designate, either directly or through contract, an Emergency Department Medical Director (the “Medical Director”). The Medical Director shall possess the following minimum qualifications:
   a. Board certified in Emergency Medicine (EM) through the American Board of Emergency Medicine (ABEM) (preferred) or the American Osteopathic Association (AOA).
   b. Residency trained in Emergency Medicine, Internal Medicine, Pediatrics or Family Practice.
   c. Be a member in good standing on HOSPITAL’s Medical Staff.

2. The Medical Director shall have the following responsibilities:
   a. Oversee clinical care provided in the Emergency Department (“ED”).
   b. Implement policies and procedures, relative to caring for 9-1-1 EMS patients, in accordance with applicable federal, state and local law and applicable County policies and procedures.
   c. Be responsible for providing qualified physician staffing for emergency medical services, 24 hours per day, seven days per week.
   d. Attend at least 50% of the EMS Agency’s regularly scheduled Prehospital Care System Quality Improvement Committee meetings and Medical Control Advisory Committee meetings. The Medical Director shall send a representative to any such meeting that he/she can not attend.

B. EMS Liaison

1. HOSPITAL shall employ and designate an EMS Liaison. The EMS Liaison shall have the following minimum qualifications:
   a. Working knowledge of the EMS System.
   b. Working knowledge of COUNTY’s Prehospital Care Policy and clinical protocols.
   c. Ability to review and evaluate basic and advanced life support patient care provided by 9-1-1 EMS System.
2. The EMS Liaison shall have the following responsibilities:
   a. Attend annual meeting of the EMS Agency regarding countywide changes to the EMS System.
   b. Provide continuing education to hospital staff related to the COUNTY EMS System, including information from the EMS Agency’s annual meeting regarding countywide changes to the EMS System.
   c. Provide 9-1-1 EMS patient outcome information to the COUNTY EMS Agency and ad-hoc reports when requested.
   d. Serve as a liaison between the EMS Agency, other hospitals, and EMS service providers.
   e. Attend, or assign a representative to attend, regularly scheduled meetings of the EMS Agency’s Prehospital Care System Quality Improvement Committee, Prehospital Providers Advisory Committee, and Medical Control Advisory Committee.
   f. Assure that Emergency Department personnel are trained to integrate with the EMS System and provide quality care to 9-1-1 EMS patients.

C. HOSPITAL shall notify the EMS Agency within 10 working days of any staffing changes to the Medical Director or EMS Liaison positions.

3. OBLIGATIONS OF THE COUNTY

A. On behalf of COUNTY, the Director of the EMS Agency shall serve as a single point of contact for all matters relative to this Annex. In case of an emergency when the Director of the EMS Agency cannot be reached, the EMS Duty Officer shall act as the primary contact.

B. COUNTY shall provide and maintain a radio network for use by HOSPITAL and provide access to that network for HOSPITAL and EMS System communication.

C. COUNTY, in collaboration with the HOSPITAL, may participate in research endeavors and other programs, including, but not limited to, pilot studies with the customary Institutional Review Board (IRB) policies.

D. COUNTY, in accordance with Health and Safety Code section 1797.153, shall coordinate and authorize medical mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC), as such term is defined in Health and Safety Code section 1797.153, subdivision (a).

E. COUNTY shall develop and authorize EMS System policies and procedures and medical protocols consistent with California Code of Regulations, Title 22, Division 9. COUNTY shall prescribe standards for EMS System operations, structure, and processes consistent with applicable state and local laws and regulations, and local EMS System policies and procedures, as may be revised from time to time by COUNTY.
F. COUNTY shall develop and implement a system-wide EMS Quality Improvement Plan (EQIP), consistent with California Code of Regulations, Title 22 Division 9, Chapter 12.

This Annex is entered into this ____ day of ____________, 201_ by the parties.

COUNTY OF SANTA CLARA                      HOSPITAL

By: ________________________________  By: ________________________________
Name:                                                                                   
Title:                                                                                   

ATTEST/APPROVED:

By: ________________________________
Name:                                                                                   
Title:                                                                                   

APPROVED AS TO FORM AND LEGALITY:

By: ________________________________
Name:                                                                                   
Title:                                                                                  

Annex A: Designation as a 9-1-1 EMS Receiving Center

Page 4 of 4

Page 85
1. DEFINITIONS

For the purposes of this Annex:

A. “Acute Stroke Victim” means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require Stroke Services.

B. “Stroke Care System Quality Improvement Committee” means the multi-disciplinary peer-review committee which (1) is composed of representatives from Stroke Centers and other professionals designated by the EMS Agency, (2) audits the stroke care system, (3) makes recommendations for stroke care system improvements, and (3) functions in an advisory capacity on other stroke system issues. Committee members designated by the EMS Agency may include, but are not limited to, stroke medical directors, representatives from other local hospitals, radiologists, neurosurgeons, emergency medicine sub-specialists, stroke program managers, and representatives from ground and flight emergency services providers.

C. “Primary Stroke Center” or “Stroke Center” means a licensed general acute care facility which (1) meets Stroke Center Standards, (2) has been certified as a Primary and/or Comprehensive Stroke Center by the Joint Commission and (3) is designated by COUNTY as a Primary Stroke Center.

D. “Stroke Services” means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center Standards.

E. “Stroke Information System” means the computer information system maintained by each Stroke Center which captures the presentation, diagnostic, treatment and outcome data sets required by the Joint Commission and the Stroke Center Standards.

F. “Stroke Center Standards” means the standards applicable to stroke centers set forth in the EMS Agency’s stroke system plan and EMS Agency policies and procedures, as may be amended from time to time.
2. **DESIGNATION AS A STROKE CENTER**

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a Stroke Center, and HOSPITAL hereby accepts such designation.

3. **OBLIGATIONS OF HOSPITAL**

A. HOSPITAL shall provide Stroke Services to any Acute Stroke Victim that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke Victim’s ability to pay physician fees and/or hospital costs. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall comply with Stroke Center Standards and the Joint Commission Primary Stroke Center Standards. HOSPITAL shall monitor compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.

C. HOSPITAL shall continuously maintain current certification as a Primary and/or Comprehensive Stroke Center by the Joint Commission. HOSPITAL shall provide the EMS Agency with a copy of the certificate issued by Joint Commission within thirty (30) days of receipt of the certificate; and shall provide the EMS Agency with evidence of continuing Joint Commission certification as a Primary and/or Comprehensive Stroke Center not less than thirty (30) days prior to the expiration of the current certificate.

D. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet Stroke Center Standards, and take corrective action within a reasonable period of time to correct the failure.

E. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Acute Stroke Victims.

F. HOSPITAL shall actively and cooperatively participate as a member of the Stroke Care System Quality Improvement Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.

G. HOSPITAL shall maintain a Stroke Information System and submit Stroke Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. HOSPITAL shall collect and submit data points that have been adopted by the Stroke Care System Quality Improvement Committee.
4. **OBLIGATIONS OF THE EMS AGENCY**

A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Stroke Care System Quality Improvement Committee, prehospital system data related to stroke care.

B. The EMS Agency, in collaboration with the Stroke Care System Quality Improvement Committee, will strive to optimize the overall effectiveness of the Stroke Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this ___ day of ____________, 201___ by the parties.

**COUNTY OF SANTA CLARA**

By: __________________________
Name: _________________________
Title: __________________________

**HOSPITAL**

By: __________________________
Name: _________________________
Title: __________________________

**ATTEST/APPROVED:**

By: __________________________
Name: _________________________
Title: __________________________

**APPROVED AS TO FORM AND LEGALITY:**

By: __________________________
Name: _________________________
Title: __________________________
ANNEX C
DESIGNATION OF HOSPITAL AS AN
ST ELEVATION MYOCARDIAL INFARCTION RECEIVING CENTER

1. DEFINITIONS

For the purposes of this Annex:

A. "STEMI Patient" means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require STEMI Receiving Center Services.

B. "STEMI Care System" means an integrated prehospital and hospital program that is intended to direct patients with field identified ST Segment Elevation Myocardial Infarction directly to hospitals with specialized capabilities to promptly treat these patients.

C. "Cardiac Audit Committee" means the multi-disciplinary peer-review committee, composed of representatives from the STEMI Receiving Centers and other professionals designated by the EMS Agency, which audits the STEMI Care System makes recommendations for system improvements, and functions in an advisory capacity on other STEMI Care System issues. Committee members designated by the EMS Agency may include, but are not limited to, STEMI Receiving Center medical directors and program managers, representatives from other local hospitals, interventional and non-interventional cardiologists, emergency medicine sub-specialists, and representatives from ground and flight emergency services providers.

D. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility meeting STEMI Receiving Center Standards, which has been designated as a STEMI Receiving Center by COUNTY.

E. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet STEMI Receiving Center Standards.

F. "STEMI Information System" means the computer information system maintained by each STEMI Receiving Center which captures the presentation, diagnostic, treatment and outcome data sets required by COUNTY and the STEMI Receiving Center Standards.

G. "STEMI Receiving Center Standards" means the standards applicable to STEMI Receiving Centers set forth in Attachment A of this Annex, the EMS Agency’s Comprehensive Cardiac Care System plan, and EMS Agency policies and procedures, as may be amended from time to time. A copy of the plan and the EMS Agency polices and procedures will be provided to the SRC’s.
2. DESIGNATION AS A STEMI RECEIVING CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a STEMI Receiving Center, and HOSPITAL hereby accepts such designation.

3. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department of HOSPITAL, regardless of the STEMI Patient’s ability to pay physician fees and/or hospital costs. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall comply with STEMI Receiving Center Standards described in Attachment 1, which is attached and incorporated into this Annex. HOSPITAL shall monitor compliance with STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to the EMS Agency upon request.

C. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet STEMI Receiving Center Standards, and take corrective action within a reasonable period of time to correct the failure.

D. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of STEMI Patients.

E. HOSPITAL shall actively and cooperatively participate as a member of the Cardiac Audit Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.

F. HOSPITAL shall maintain a STEMI Information System and submit STEMI Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted by the Cardiac Audit Committee.

4. OBLIGATIONS OF THE EMS AGENCY

A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Cardiac Audit Committee, prehospital system data related to STEMI care.
B. The EMS Agency will strive to optimize the overall effectiveness of the Comprehensive Cardiac Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this ___ day of ____________, 201_ by the parties.

COUNTY OF SANTA CLARA

By: ________________________________
Name: ______________________________
Title: ______________________________

HOSPITAL

By: ________________________________
Name: ______________________________
Title: ______________________________

ATTEST/APPROVED:

By: ________________________________
Name: ______________________________
Title: ______________________________

APPROVED AS TO FORM AND LEGALITY:

By: ________________________________
Name: ______________________________
Title: ______________________________
INTRODUCTION

These standards were developed to ensure that patients transported by the 9-1-1 system in Santa Clara County who exhibit an ST Elevation Myocardial Infarction (STEMI) pattern on a Prehospital obtained 12-Lead electrocardiogram (EKG) are transported to a hospital appropriate to their needs. With the initiation of 12-Lead EKG by paramedics and rapid transport to a STEMI Receiving Center (SRC), patients with STEMI’s will receive an earlier definitive diagnosis and treatment resulting in improved outcomes.

ACKNOWLEDGEMENTS

The input of all the members of the Comprehensive Cardiac Care Task Force in Santa Clara County was essential for the development of these standards. The Task force consisted of cardiologists representing all of the hospitals in Santa Clara County, Nurse Management representation for all of the Emergency Departments, representation from the cardiac catheterization labs, representatives from the EMS Agency, representatives from the American Heart Association as well as representation from the Hospital Council of Northern and Central California.

DEFINITIONS

“STEMI” means a type of myocardial infarction, acute in nature, that generates an ST segment elevation on the 12-lead EKG.

“STEMI Receiving Center” or “SRC” means a licensed general acute care hospital with (1) a special permit for a cardiac catheterization laboratory and cardiovascular surgery from the California State Department of Health Services, (2) designation as an SRC by the County of Santa Clara, and (3) certification by the Joint Commission.

“Percutaneous Coronary Intervention” and “PCI” mean a broad group of techniques used for the diagnosis and treatment of patients with STEMI.

“TIMI Grade III Flow” means the Thrombolytics In Myocardial Ischemia (TIMI) Scale which defines flow rate through an opened artery-grade III is unimpeded flow.

GENERAL SRC REQUIREMENTS

A. Hospital Licenses

1. Currently recognized as a Santa Clara County Receiving Facility

2. Special permit for a Cardiac Catheterization Laboratory from the California State Department of Health Services (DHS)
3. Holds a special permit issued by DHS for Cardiovascular Surgery Service or has established current transfer agreements with a hospital or hospitals holding such a special permit.

B. Hospital Capabilities

1. An Intra Aortic Balloon Pump shall be available on site 24 hours per day/7 days per week with a person capable of operating this equipment.

2. Cardiac Catheterization Laboratory operable 24 hours/day, 7 days/week.

C. Personnel

1. SRC Medical Director

   The SRC shall designate a medical director for the STEMI program who shall be a physician certified by the American Board of Internal Medicine (ABIM) with current ABIM sub-specialty certification in Cardiovascular Disease and Interventional Cardiology, who will ensure compliance with these SRC standards and perform ongoing Quality Improvement (QI) as part of the hospital and system QI Program.

   The SRC Medical Director must be a credentialed member of the medical staff with PCI privileges.

2. SRC Program Manager

   The SRC shall designate a program manager for the STEMI program who shall be a registered nurse with experience in Emergency Medicine or Cardiovascular Care, who shall assist the SRC Medical Director to ensure compliance with these SRC standards and the QI program.

3. Cardiovascular Lab Coordinator

   The SRC shall have a Cardiovascular Lab Coordinator who shall assist the SRC Medical Director and the SRC Program Manager to ensure compliance with these SRC Standards and the QI Program.

4. Physician Consultants

   The SRC shall maintain a daily roster of the following on-call physicians who must be promptly available when a STEMI patient presents to the hospital:

   a. Interventional Cardiologists-with privileges for PCI and credentialed by the hospital in accordance with the American College of Cardiology/American Heart Association national standards.

   The SRC will submit a list of Cardiologists with Active PCI privileges to the EMS Agency annually.
D. Clinical Performance Standards

1. Cardiac Catheterization Laboratory Standards

The SRC Cardiac Catheterization Lab shall demonstrate evidence of performance of at least 200 PCI procedures annually.

2. Interventional Cardiologist Standards

Each interventional cardiologist shall perform a minimum average of 75 or more PCI procedures per year.

It is desirable but not required that each interventional cardiologist shall have an average of 11 STEMI cases per year.

There shall be a mentorship program available for those individual practitioners who do not meet the performance standard of 75 cases per year.

E. Clinical Process Performance Standard

Each SRC shall demonstrate Door to Balloon inflation time of 90 minutes or less in 75% of their cases.

The overall goal of the STEMI Care System in Santa Clara County is to achieve first medical contact (Performance of the prehospital 12 Lead EKG) to balloon inflation of <90 minutes in 75% of all cases.

F. Policies

Internal policies shall be developed for the following:

1. Criteria for patients to receive emergent angiography or emergent fibrinolysis based on physician decisions for individual patients.

2. Goals to Primary PCI (medical contact to balloon inflation time)

G. Data Collection

1. Each SRC shall maintain a STEMI Information System and submit STEMI Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. The SRC shall collect and submit data points that have been adopted by the Cardiac Care System Quality Improvement Committee.

H. Quality Improvement- Prehospital patients

1. An SRC QI program shall be established to review and collect outcome data to be reported to the County EMS Agency each month for 9-1-1 transported STEMI patients with the following criteria:

   a. In-Hospital mortality
   b. Emergency Coronary Artery Bypass rate
c. Vascular complications (PCI Access site complication, hematoma large enough to require transfusion, or operative intervention required).

d. Cerebrovascular accident rate (peri-procedure)

I. EMS Patient Outcome Data

1. The following outcome, data will be collected on each 9-1-1 transported STEMI patient on a monthly basis and provided to the Santa Clara County EMS Agency

   a. Interventions
      1. Door to balloon time
      2. Door to needle time
      3. No interventions

   b. Discharge status
      1. Home
      2. SNF
      3. Expired

DESIGNATION PROCESS

A. An SRC may be designated following satisfactory review of written documentation and a site survey when deemed necessary, by the Santa Clara County EMS Agency.

B. After the initial one (1) year designation, an SRC may be re-designated following a satisfactory Santa Clara County EMS Agency review may be re-designated for an additional three years (3). This review may include a site survey by an independent review team at any time during the term of the Annex.
ANNEX D
DESIGNATION OF HOSPITAL AS A TRAUMA CENTER

1. DEFINITIONS

For the purposes of this Annex:

A. “Adult Trauma Center” means a licensed general acute facility which (1) meets the Trauma Center Standards for an adult trauma center and (2) has been designated by COUNTY as an Adult Trauma Center.

B. “Major Trauma Victim” and “MTV” mean a person, adult or pediatric, deemed a major trauma victim under the trauma triage criteria set forth in the EMS Agency’s policies and procedures, as may be amended from time to time.

C. “Pediatric Trauma Center” means a licensed general acute facility which (1) meets the Trauma Center Standards for a pediatric trauma center and (2) has been designated by COUNTY as a Pediatric Trauma Center.

D. “Trauma Audit Committee” and “TAC” mean the multi-disciplinary peer-review committee, which (1) is comprised of representatives from Trauma Centers, representatives from non-trauma hospitals, surgeons, emergency medicine subspecialists, trauma program managers and/or representatives from ground and flight emergency service, (2) audits the trauma care system, (3) makes recommendations for trauma care system improvements, and (3) functions in an advisory capacity on other trauma system issues.

E. “Trauma Center” refers collectively to a facility’s Adult Trauma Center, if any, and Pediatric Trauma Center, if any.

F. “Trauma Center Medical and Physicians Services” means the customary and appropriate hospital and physician services provided by a Trauma Center to Major Trauma Victims following a trauma incident.

G. “Trauma Registry” means the computer information system which is maintained by the EMS Agency and the Trauma Centers and which captures pertinent injury, treatment and outcome data sets, defined by EMS Agency, for the trauma system.

H. “Trauma Center Standards” means the standards applicable to adult and/or pediatric Trauma Centers set forth in Article 2.5 of the California Health and Safety Code, Title 22 of the California Code of Regulations, the EMS Agency trauma system plan and EMS Agency policies and procedures in effect at any time during the term of this Annex.

2. DESIGNATION AS A TRAUMA CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement
entered into by and between the parties, COUNTY hereby designates HOSPITAL as (check all that apply):

☐ an Adult Trauma Center
☐ a Pediatric Trauma Center.

HOSPITAL hereby accepts such designation.

3. OBLIGATIONS OF HOSPITAL

A. HOSPITAL shall provide Trauma Center Medical and Physician Services to any adult or pediatric Major Trauma Victims that comes to HOSPITAL’s emergency department, throughout the full period of emergency department and inpatient hospital care, regardless of patients’ ability to pay physician fees and/or hospital costs, unless the Major Trauma Victim is transferred pursuant to Section 3.B below. To assure continuity of care, HOSPITAL shall also provide all medically necessary outpatient visit(s) related to the trauma incident, or arrange such visit(s) as may be required by a patient’s health plan or other applicable third-party payor; provided, however, that COUNTY may, in its sole and absolute discretion and on a case by case basis, waive HOSPITAL’s obligation to provide such outpatient visit(s) or arrange such visit(s). Nothing in this Agreement shall require HOSPITAL to provide outpatient visits to a Major Trauma Victim for more than sixty (60) days following the Major Trauma Victim’s discharge. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).

B. HOSPITAL shall transfer patients to other facilities only when medically appropriate or as may be requested by a patient or his or her health plan or other applicable third-party payor. A patient may not be transferred, or referred to another facility for outpatient services, due to the patient’s inability to pay physician fees and/or hospital costs. A patient may be transferred based on the requirements his or her health plan or other applicable third-party payor, but only if the patient’s medical condition so permits, as determined by the attending trauma physician. Any transfer of a patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd), the regulations promulgated thereunder, and applicable EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

C. HOSPITAL shall comply with Trauma Center Standards. HOSPITAL shall monitor compliance with Trauma Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.

D. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet Trauma Center Standards, and take corrective action within a reasonable period of time to correct the failure.

E. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any
identified failure to meet Trauma Center Standards, within the timeframes established by the EMS Agency.

F. HOSPITAL shall maintain a designated telephone to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care of Major Trauma Victims and coordination of interfacility transfers.

G. HOSPITAL shall actively and cooperatively participate as a member of the Trauma Audit Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency. HOSPITAL shall provide one recognized trauma expert, per year, for the Trauma Audit Committee visiting lecturer program at HOSPITAL’s expense.

H. HOSPITAL shall require HOSPITAL Trauma Registry staff to attend, at HOSPITAL’s expense, such education and training programs related to use of the Trauma Registry as may be reasonably requested by EMS Agency and recommended by the Trauma Audit Committee.

I. HOSPITAL shall participate in the Trauma Registry, and submit data to the Trauma Registry on a regular basis, as requested by EMS Agency.

J. HOSPITAL shall obtain EMS Agency’s written approval prior to entering into agreements for providing trauma services to out-of-county residents, including, but not limited to agreements with local emergency medical services agencies or other government entities, and pre-hospital care providers, including air ambulance service providers. Such approval shall not be unreasonably withheld. This Section 3(j) shall not apply to standard payment agreements with health plans or other third-party payors.

4. **OBLIGATIONS OF THE EMS AGENCY**

A. EMS Agency shall maintain a Trauma Registry for the purpose of data collection, compliance monitoring, and the evaluation of the trauma system. Data collected by the Trauma Registry will be made available, in an aggregate form to all Trauma Centers.

B. The EMS Agency shall meet and consult with HOSPITAL prior to the adoption of any policy or procedure that concerns the administration of the trauma system, or the triage, transport and treatment of Major Trauma Victims.

5. **ADDITIONAL FEES**

A. Site Reviews. HOSPITAL shall reimburse EMS Agency for the costs of any third party review conducted by trauma experts required under this Annex. This reimbursement shall not exceed Twenty-Five Thousand Dollars ($25,000) per review. Follow-up visits by third party reviewers, necessary as a result of HOSPITAL’s failure to satisfy the requirements of this Annex, will be at the sole cost of HOSPITAL. HOSPITAL shall reimburse EMS Agency for all such costs within forty-five (45) days of HOSPITAL’s receipt of EMS Agency’s invoice.
B. **Trauma Registry.** HOSPITAL shall reimburse EMS Agency for a portion of the third party vendor costs, as specified below, related to the implementation, operation, and maintenance of the Trauma Registry. Trauma Registry costs shall be divided equally among the Trauma Centers. For example, if there are three Trauma Centers, and the Trauma Registry costs are $18,000 annually, then each Trauma Center shall reimburse EMS Agency $6,000 per year.

This Annex is entered into this ___ day of ____________, 201_ by the parties.

COUNTY OF SANTA CLARA

By: ____________________________ By: ____________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________

ATTEST/APPROVED:

By: __________________________
Name: __________________________
Title: __________________________

APPROVED AS TO FORM AND LEGALITY:

By: __________________________
Name: __________________________
Title: __________________________
RESOLUTION NO. ______

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA DELEGATING AUTHORITY
TO EXECUTE AGREEMENTS WITH HOSPITALS TO DESIGNATE EACH SUCH
HOSPITAL AS A 911 EMERGENCY MEDICAL SERVICES RECEIVING CENTER AND AS
ONE OR MORE SPECIALITY CENTERS

WHEREAS Health and Safety Code Section 1797.204 states that the local EMS
agency shall plan, implement, and evaluate an emergency medical services system,
consisting of an organized pattern of readiness and response services based on public and
private agreements and operation procedures;

WHEREAS the Board of Supervisors has designated the EMS Agency as the
County’s local EMS agency pursuant to Section 1797.200 of the California Health and
Safety Code;

WHEREAS the County intends to enter into agreements with various acute care
hospitals to designate each such hospital as a 911 EMS Receiving Center and as one or
more specialty centers;

WHEREAS these agreements will establish certain performance requirements
that support the quality assurance and regulatory functions of the Emergency Medical
Services Agency;

WHEREAS the Board of Supervisors may delegate contracting authority to
County officials, and has done so from time to time as deemed necessary and in the
interest of the County;

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Resolution Delegating Signature Authority
For Hospital Designation Agreements

Page 1 of 2
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors delegates authority to the Deputy County Executive/Director, Santa Clara Valley Health and Hospital System, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to contracts and contract amendments with acute care hospitals authorizing designation as a 911 EMS Receiving Facility and applicable Specialty Center designations, for period January 1, 2017 through December 31, 2019, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2019.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara on _____________ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dave Cortese, President
Board of Supervisors

ATTEST:

MEGAN DOYLE
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:

JENNY LAM
Deputy County Counsel

Resolution Delegating Signature Authority
For Hospital Designation Agreements

Page 2 of 2
DATE: October 12, 2016
TO: Health and Hospital Committee
FROM: Jackie Lowther, Interim EMS Director
SUBJECT: Stroke System Plan and Patient Destination

RECOMMENDED ACTION
Receive report from Santa Clara Valley Health and Hospital System relating to amending Emergency Medical Services System policies and procedures to require that certain stroke patients are transported to the closest hospital with interventional stroke care capability. (Referral from December 15, 2015, Board of Supervisors’ meeting, Item No. 10)

FISCAL IMPLICATIONS
Approval of the recommended action will not require any modification to the current Board-approved budget for the EMS Agency. If directed to proceed with any or all of the proposed next steps, the EMS Agency would request any new appropriations or personnel actions supporting the implementation or changes of any policies or new initiatives through the Fiscal Year 2017-18 Recommended Budget process.

REASONS FOR RECOMMENDATION
During its December 15, 2015 meeting, the Board of Supervisors approved a referral from Supervisor Simitian directing Administration to study and report back to the Health and Hospital Committee on the desirability of amending EMS System policies and procedures to require that certain stroke patients be transported to the closest hospital with interventional stroke care capability.

The following elements were to be included in the report:

a) Explore ways in which the EMS Agency can optimize the outcomes of stroke patients.

b) EMS Agency to evaluate possible changes to the prehospital care manual.

c) Explore if further optimization can be achieved by directing certain stroke patients to those hospitals that are best equipped to provide effective treatment for advanced and complex cases (such as Comprehensive Stroke Centers of Primary Stroke Centers with
neurointerventional capability).

In order to respond to this referral, the EMS Agency convened a Task Force comprised of multiple stakeholders from the Santa Clara County area to discuss Emergency Medical Services System policies and procedures related to stroke care. The Task Force has met on five occasions to date and consists of 20 members including area hospital experts and the Stroke Awareness Foundation. It was agreed upon that the main purpose of this group is to ensure that all stroke patients receive the best care possible and are delivered to the right destination in the most expeditious time improving the health of the population of the entire county. It was agreed by the Task Force that one of the major challenges for hospitals is the ability to be able to transfer patients efficiently and rapidly when the need arises. As a result Reference #802 was developed, Stroke System Transfer Guidelines (attached), which expands the 911 system to provide inter-facility transfers from Primary Stroke Centers to Comprehensive Stroke Centers once the need for endovascular intervention has been determined.

In addition, it was determined that collecting and integrating prehospital data with hospital outcomes data is essential for the EMS Agency to formulate an informed path forward. During the rollout of the next generation electronic prehospital patient care record (ImageTrend Elite ePCR) over the summer and fall months of 2016, the EMS Agency will expand current data collection capability. The data elements will include:

- Hospital outcomes data of stroke-alert patients, stroke and no-stroke diagnoses,
- Thrombolytic (clot-dissolving) drug administered, neurointervention (clot extraction) performed, specific stroke location,
- Individual field stroke assessment criteria used to make a stroke-alert decision,
- Time ‘last known well’ (LKW), and
- Family/friend/companion contact phone number to facilitate further history gathering to make critical patient treatment decisions.

Education on the ePCR acute stroke data fields for field personnel will begin with the clinical protocol updates during January-March 2017, with implementation of those clinical protocols in the field on April 1, 2017. This will provide the EMS Agency with additional outcomes data on stroke-alert field assessment.

Going forward, the Task Force will monitor advancements in the national stroke system, which will be determined by the science of acute stroke management, the optimization of stroke care in primary and comprehensive stroke centers and the analysis of field and hospital outcomes data. The Task Force will be using this data to analyze the following:

- Destination determination for large-vessel stroke (if field clinical assessment can distinguish large-vessel strokes from more diffuse smaller-vessel strokes)
- Destination determination for stroke presentation between the maximum intravenous thrombolysis (clot dissolving) drug and maximum neurointervention (clot extraction) times (currently between 4.5 and 6 hours since symptom onset)
• Destination determination for ‘wakeup’ strokes (stroke symptoms only evident when a patient awakens from sleep and symptom duration is unknown)

The California Emergency Medical Services Authority stroke regulations are pending release, Title 22, Division 9, Chapter 7.3 which defines Local EMS Agency (LEMSA) stroke system requirements. These requirements include timelines of care and qualification of in-hospital teams as well as a Clinical Quality Improvement process. Paragraph 100270 and subsections stipulate both prehospital and hospital data reporting to the LEMSA.

The Task Force plans to resume in January of 2017 to examine available data and analyze the effectiveness of the impact of the implementation of the Stroke System Transfer Guidelines. It was determined that further optimization cannot yet be achieved by directing certain stroke patients away from Primary Stroke Centers to those hospitals that are equipped to provide treatment for advanced and complex cases at this time without further data collection.

**CHILD IMPACT**
The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**
The recommended action will have a positive impact on seniors in the community by assisting in facilitating transfer to the most appropriate hospital in an expeditious time frame.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
In 2004, The Joint Commission (the organization that accredits hospitals) initiated the Primary Stroke Center designation, which indicates the capability of a hospital to provide a certain standard of care for acute stroke patients, including: rapid evaluation, intravenous administration of tissue plasminogen activator (tPA), discharge planning, and other evidence based acute care. Around the same time, Santa Clara County adopted a Comprehensive Stroke System Plan, based on recommendations from a Stroke Task Force. The Stroke Plan amended the EMS System’s Prehospital Care Manual to require that stroke patients “are to be transported to the closest approved Primary Stroke Center…” At the time, some, but not all, hospitals in the County had earned the Primary Stroke Center designation. After this requirement was added to the EMS prehospital manual, the remaining hospitals made the necessary changes to earn the designation, thus strengthening the system of care for stroke patients across the region.

The County’s Stroke Plan, adopted in 2005, anticipated the “many advances in stroke care that [were] forthcoming,” including “a new array of interventional procedures that can extend the effective treatment windows for acute stroke.” In recognition of these medical advances, the Joint Commission initiated the Comprehensive Stroke Center designation in 2012 for complex stroke patients and those requiring advanced intervention. Required capabilities
include advanced neuroimaging, endovascular neurointervention, prehospital coordination, and dedicated neuro-intensive care beds.

**CONSEQUENCES OF NEGATIVE ACTION**

The Board would not receive the information that was requested at the December 15, 2015 Board of Supervisors meeting.

**LINKS:**
- Linked From: 83677: Receive report from the Health and Hospital Committee relating to the meeting of October 12, 2016. (Yeager)

**ATTACHMENTS:**
- Reference # 802_Stroke System Transfer Guide (PDF)
- Speaker Card Item No. 11 (PDF)
TRANSFER PROCEDURE

<table>
<thead>
<tr>
<th>STEP</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>STEP 1</td>
<td>Confirm the patient needs endovascular neuro-intervention</td>
</tr>
<tr>
<td>STEP 2</td>
<td>Contact the receiving Comprehensive Stroke Center and confirm that the receiving physician will accept the patient</td>
</tr>
</tbody>
</table>
| STEP 3 | Determine the appropriate Type Of Transport:  
  - Is the patient receiving any medications?  
  - Will a nurse be needed? |
| STEP 4 | Initiate the transfer process immediately with your contracted ambulance provider, transfers can always be cancelled.  
  - Request "Red Lights and Siren" as appropriate to patient's acuity.  
  - Evaluate the expected time of arrival for the transport ambulance with the acuity of the patient.  
  - If needed contact another ambulance provider, compare eta |
| STEP 5 | If the patient has no medications and is not in need of an RN and the acuity dictates rapid transfer:  
  - Contact County Communications via direct line 408-998-3438  
  - Expect a ten (10) minute response time  
  - Have all necessary paperwork and films ready prior to ambulance arrival |
| STEP 6 | Prepare patient and paperwork for immediate transport before ambulance arrives |

TYPE OF TRANSPORT

- **CCT-RN** (1 RN, at least 1 EMT): Critical Care Transport (CCT) Units are staffed with an RN and EMT (minimally). These teams are highly trained and skilled at providing care to critical ill patients during transport. CCT units can provide mechanical ventilation and administer most medications. Responses for these specialized units may be extended.

- **ALS** (Contracted provider): This utilizes an ALS paramedic ambulance that will have standard ACLS capabilities and medications. All Santa Clara County hospitals are required to have established contracts with private ambulance providers to provide interfacility transports. Expected response times are determined by the individual contracts. **Most IV medications utilized for stroke patients are not in the scope of practice for a paramedic, including thrombolitics.** Give bolus medication prior to arrival, complete the infusion or make plans to send an RN during the transport to complete the infusion. Thrombolytics cannot be running at the time of call, unless an RN or physician is in attendance.

- **911 System ALS** (Advanced Life Support using 911 resources): This utilizes an ALS paramedic ambulance from the 911 system. Given the value of this resource, it shall only be used with time urgent, critically ill patients. Expect an approximate 10 minute response, have the patients paperwork and films ready to go prior to their arrival. This will help ensure that the unit can return to the 911 system as quickly as possible. **Most IV medications used for stroke patients are not in the scope of practice for a paramedic, including thrombolitics.** Give bolus medication prior to arrival, complete the infusion or make plans to send an RN during the transport to complete the infusion. Thrombolytics cannot be running at the time of call, unless an RN or physician is in attendance.

Ambulance Provider Dispatch Phone Numbers:

- Bayshore 650.525.9700
- ProTransport-1 800.650.4003
- Silicon Valley 888.551.9437
- Falck 800.344.9955
- Royal 888.510.3687
- WestMed 888.331.1420
- NORCAL 866.755.3400
- Rural Metro IFT 408.708.9010

Santa Clara County Stroke Centers:

- El Camino Los Gatos 408.866.4040
- Kaiser Santa Clara 408.851.5132
- Regional Medical Center 408.729.2841
- El Camino Mountain View 650.940.7055
- Kaiser San Jose 408.477.3777
- Saint Louise Hospital 408.848.8680
- Valley Medical Center 888.880.2862
- Good Samaritan 408.599.2190
- O'Connor Hospital 408.947.3999
- Stanford Healthcare 800.800.1551
Date: October 20, 2016
To: Santa Clara County EMS Committee Members
From: Patricia Natividad
       Senior Management Analyst
Subject: EMS Trust Fund – Liquidated Damages for Calendar Year 2016

Monthly Liquidated Damages for Response Time
January 1, 2016 – December 31, 2016

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<th>Month / Year</th>
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<td>Average Monthly Total In Period</td>
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Santa Clara County
Emergency Medical Care Committee (EMCC)

Reference #807
Effective: TBD
I. COMMITTEE RESPONSIBILITIES

The purpose of the Emergency Medical Care Committee (EMCC) as specified in the California Health and Safety Code Section 1797.274 and 1797.276 is to review the operations of each of the following at least annually:

1. Ambulance services operating within the county.

2. Emergency medical care offered within the county, including programs for training large numbers of people in cardiopulmonary resuscitation and lifesaving first aid techniques.

3. First aid practices in the county.

The EMCC shall convene to provide the Santa Clara County EMS Agency with its observations and recommendations relative to its review of the items above in addition to providing feedback related to the EMS System Strategic Plan, policy, education and training, quality improvement, public access, and EMS system operations.

The EMCC will also make recommendations related to the use of EMS Trust Fund for the funding of Category C: Stakeholder Projects consistent with Santa Clara County Prehospital Care Policy EMS Reference #812Trust Fund Guide and Application.

Recommendations made by the EMCC, in the form of meeting minutes, will be provided to the Health Advisory Commission by the Chair and will be published to the EMS Agency website, and available for public review. The EMCC is advisory to the EMS Agency (EMS Agency). The EMS Agency reports to the Deputy County Executive of the Health and Hospital System (HHS). The Health and Hospital System (HHS) reports to the Board through the Health and Hospital Committee (HHC).

II. MEMBERSHIP

The 13 members of the EMS Committee shall be nominated by the bodies identified below and approved by the Board of Supervisors:

A. A practicing emergency department physician whose primary practice is in an acute care hospital in Santa Clara County, nominated by SBEMDA (South Bay Emergency Medical Directors Association). This position has a two-year term limit.
B. A practicing physician and surgeon whose primary practice is in EMS specialty care in Santa Clara County, nominated by the EMS Agency. This position has a two-year term limit.

C. A practicing field paramedic or EMT, nominated by the EMS Agency to represent private sector paramedics and EMTs. This position requires that the member routinely respond to calls for EMS service as the primary patient care provider. This position has a two-year term limit.

D. A practicing field paramedic or EMT, nominated by the Santa Clara County Fire Chiefs Association to represent public sector paramedics and EMTs. This position requires that the member routinely respond to calls for EMS service as the primary patient care provider. This position has a two-year term limit.

E. An executive officer of the emergency ambulance service provider for the Santa Clara County Exclusive Operating Area, nominated by that organization.

F. An executive fire officer of the emergency ambulance service provider for the Palo Alto Service Area, nominated by that organization.

G. An executive officer of a permitted ambulance service provider, other than the emergency ambulance service provider for the exclusive operating area, nominated by the EMS Agency. This position has a two-year term limit.

H. An executive fire officer of a fire department or fire district, nominated by the Santa Clara County Fire Chiefs’ Association. This position has a two-year term limit.

I. An executive officer of a law enforcement agency, nominated by the Santa Clara County Police Chiefs’ Association. This position has a two-year term limit.

J. A City Manager, nominated by the Santa Clara County City Managers’ Association. This position has a two-year term limit.

K. One Commissioner from the Health Advisory Commission, nominated by the Health Advisory Commission. This position has a two-year term limit.

L. An executive manager from Santa Clara County Communications, nominated by that organization.

M. An executive from the Hospital Council of Northern California, nominated by that organization.
Each nominating body should select one (1) primary and at least one (1) alternate member. The EMS Director, in consultation with the EMS Medical Director, shall review the nominees and make recommendations for appointments which are to be made by the Board of Supervisors.

III. ADVISERS

The following advisers to the EMCC shall be selected by the EMS Agency. Advisors are key EMS System Stakeholders that hold roles within the Santa Clara County EMS System that are core to the provision of emergency medical services in Santa Clara County.

Advisers may change from time to time and do not require appointment by the Board of Supervisors.

A. The designated Santa Clara County EMS Program Manager from each private ambulance service and fire department.

B. The designated Chair of the Santa Clara County Trauma, Cardiac Care, Stroke Care, and Prehospital Care System Quality Improvement Committees.

C. A representative of emergency management from a public entity in Santa Clara County.


E. A representative of a paramedic education or EMT training program authorized in Santa Clara County.

F. Santa Clara County designed hospital liaisons from each Santa Clara County hospital operating an emergency department.

G. An executive program manager from a Santa Clara County Permitted Air Ambulance Service.

H. A member of the Medical Volunteers for Disaster Response (MVDR) Program.

I. An executive member of the Santa Clara County Public Health Department knowledgeable in disease and infection control, prevention, and legal authorities related to public health in Santa Clara County.

J. An executive member of the Santa Clara County Behavioral Health Department knowledgeable in emergency psychiatric care, conflict de-escalation, and legal authorities.
K. A practicing pediatrician.

IV. COMMITTEE CHAIRPERSON

The Chair of the EMCC shall be a Health Advisory Commissioner.

In the absence of the Chair and the alternate Health Advisory Commissioner, the EMS Agency Director or his/her designee will Chair the EMCC. The EMS Agency Director or their designee may not place a vote when serving in the place of the Chair.

V. ATTENDANCE

Members and advisers are encouraged to attend all meetings. Members, in particular, shall attend at least fifty percent of the meetings held during any consecutive twelve month period. In the event a primary member cannot attend a committee meeting, the alternate member shall attend the meeting to assure continuity. Only members may vote.

In the event that a member does not attend at least fifty percent of the meetings, the EMS Director will notify the nominating authority and may request that the nominating authority recommend a replacement for the position.

VI. VOTING

Each of the 13 members shall have one vote, however the Chair shall only cast a vote when it is necessary to break a tie due to the absence of one more voting members. In the event of a voting tie, the record will reflect such and be provided to the EMS Director. The only exception shall be when the EMCC has convened to make recommendations related to Category C of the EMS Trust Fund.

EMCC Chair will seat a subcommittee to review the project packets which consists of five members that best represent the diversity of the Santa Clara County EMS System. The County Service Area EOA ambulance provider may not a member of this subcommittee. The Chair will cast one vote and be part of the five subcommittee members.

The Board appointed designated alternate shall vote in the place of the primary member in their absence. If a Board approved designated alternate is not present, no vote shall be cast for the position.
VII. QUORUM

A majority of the membership (fifty percent plus one) shall constitute a quorum. This is a total of seven members. A quorum of the EMCC must be present to take any action on items listed on the agenda.

VIII. MEETINGS

The Emergency Medical Care Committee shall conduct regularly scheduled quarterly meetings. Additional meetings may be called by the Chair.

IX. TERM LIMITS

Members’ term limits are for the period identified in Section II. Membership. However, an individual may serve multiple terms as a member so long as two years have passed between each term of EMCC membership. There are no overall term limits for members and no term limits for advisers.

X. PARLIMENTARY PRACTICE

Meetings of the EMCC shall be conducted consistent with Robert’s Rules of Order.

XI. COMPLIANCE WITH OPEN MEETING LAWS

The EMS Committee complies with the Brown Act, California’s open meeting law (Government Code 84 Sections 54950-54963). Among other things, this law requires that:

All Emergency Medical Care Committee meetings are open to the public.

Members of the public are afforded an opportunity to address the committee on items within its purview.

The EMCC Agenda must be posted by the EMS Agency and the Clerk of the Board no less than 72 hours before a meeting. The agenda will be posted on the EMS Agency’s website and in the public notice posting location at the County Government Center, at 70 West Hedding Street, San Jose, California.
Emergency Medical Care Committee Membership

Voting Members consist of the following 13 positions:

A. Karen Pike, MD; El Camino Hospital
   David Ghilarducci, MD; O’Connor Hospital (alternate)
   A practicing emergency department physician whose primary practice is in an acute care hospital in Santa Clara County, nominated by SBEMDA (South Bay Emergency Medical Directors Association). This position has a two-year term limit.

B. Richard Kline, MD; Regional Medical Center of San Jose
   Jai Cho, MD; Kaiser Santa Clara (alternate)
   A practicing physician and surgeon whose primary practice is in EMS specialty care in Santa Clara County. This position has a two-year term limit.

C. Joshua Sanders, Paramedic; County Ambulance
   Sean Carroll, Paramedic; County Ambulance (alternate)
   Brian Newton, EMT; County Ambulance (alternate)
   A practicing field paramedic or EMT, nominated by the EMS Agency to represent private sector paramedics and EMTs. This position requires that the member routinely respond to calls for EMS service as the primary patient care provider. This position has a two-year term limit.

D. Calogero “Cal” Monachino; Santa Clara City Fire Department
   Daniel Nunez; Santa Clara County Fire Department (alternate)
   A practicing field paramedic or EMT, nominated by the Santa Clara County Fire Chiefs Association to represent public sector paramedics and EMTs. This position requires that the member routinely respond to calls for EMS service as the primary patient care provider. This position has a two-year term limit.

E. Mr. Michael Esslinger, Regional Director; County Ambulance/Rural-Metro
   Tom Wagner, Chief Executive Officer; West Region, AMR (alternate)
   An executive officer of the emergency ambulance service provider for the Santa Clara County Exclusive Operating Area, nominated by that organization.

F. Eric Nickel, Fire Chief; Palo Alto Fire Department
   Catherine Capriles, Deputy Fire Chief; Palo Alto Fire Department (alternate)
   An executive fire officer of the emergency ambulance service provider for the Palo Alto Service Area, nominated by that organization.
G. **Randy Hooks, President; Silicon Valley Ambulance**  
**Dan Bobier, Operations Manager; NorCal Ambulance** (alternate)  
An executive officer of a permitted ambulance service provider, other than the  
emergency ambulance service provider for the exclusive operating area, nominated  
by the EMS Agency. This position has a two-year term limit.

H. **John Owen, Battalion Chief; Mountain View Fire**  
**Suwanna L. Kerdkaew, Battalion Chief; Santa Clara County Fire** (alternate)  
An executive fire officer of a fire department or fire district, nominated by the Santa  
Clara County Fire Chiefs’ Association. This position has a two-year term limit.

I. **Max Bosel, Police Chief; Mountain View Police Department**  
**Chris Hsiung, Captain; Mountain View Police Department** (alternate)  
An executive officer of a law enforcement agency, nominated by the Santa Clara  
County Police Chiefs’ Association. This position has a two-year term limit. Term  
Ends August 2018.

J. **David Sykes, Assistant City Manager; City of San Jose**  
A City Manager, nominated by the Santa Clara County City Managers’ Association.  
This position has a two-year term limit.

K. **Harry Hall, Health Advisory Commissioner; EMCC Chair**  
**Kenneth Horowtiz, Health Advisory Commissioner; EMCC Chair** (alternate)  
One Commissioner from the Health Advisory Commission, nominated by the Health  
Advisory Commission. This position has a two-year term limit. Term Ends August  
2018.

L. **Jason Bivens, Deputy Director; Santa Clara County Communications**  
**Trisha Adcock, Chief Communications Dispatcher; Santa Clara County  
Communications** (alternate)  
An executive manager from Santa Clara County Communications, nominated by that  
organization.

M. **Jo Coffaro, Vice President; Hospital Council of Northern California**  
**Irene Chavez, CEO Chair; Hospital Council of Northern California** (alternate)  
An executive from the Hospital Council of Northern California, nominated by that  
organization.
General (non-voting) Members consist of the following and are selected by the EMS Agency:

A. The designated Santa Clara County EMS Program Manager from each private ambulance service and fire department.

**Private Ambulance Services**

*Randy Hooks, President, Silicon Valley Ambulance*

*Matthew Lane, General Manager, Rural/Metro*

*Andy Smith, Operations Manager, County Ambulance (Operated by Rural/Metro)*

*Dave Bockholt, President/CEO, Bayshore Ambulance Service*

*Colleen Seymour, Operations Manager, Westmed Ambulance Service*

*Brian Hubbell, Operations Manager, Falck Ambulance Service*

*Sean Young, Operations Manager, Royal Ambulance Service*

*Alex Baker, Operations Manager, ProTransport 1*

*Dan Bobier, Operations Manager, NORCAL Ambulance*

**Public Safety**

*Kim Roderick, EMS Chief, Palo Alto Fire Department*

*John Owen, Battalion Chief, Mountain View Fire Department*

*Brian Stelling, Battalion Chief, Milpitas Fire Department*

*Suwanna Kerdkaew, Battalion Chief, Santa Clara County Fire Department*

*Jeff Hunter, Captain, Sunnyvale Department of Public Safety*

*David Rose, Battalion Chief, Santa Clara Fire Department*

*Manny Pereira, Deputy Fire Chief, San Jose Fire Department*

*David Hori, Captain; CALFIRE, South County Fire District, and Morgan Hill Fire*

*Cameron Gazway, EMS Coordinator, NASA/AMES*

*Mary Gutierrez, Deputy Fire Chief, Gilroy Fire Department*

*Mike Hacke, Fire Chief, Spring Valley Volunteer Fire Department*

B. The designated Chair of the Santa Clara County Trauma, Cardiac Care, Stroke Care, and Prehospital Care System Quality Improvement Committees.

*Adella Garland, MD; Santa Clara Valley Medical Center, Santa Clara County Trauma Care Improvement Committee*

*Dr. Brajesh Agrawal, MD; Santa Clara Valley Medical Center, Santa Clara County Stroke Care Improvement Committee*

*Gennie Yee, MD; Kaiser Santa Clara, Santa Clara County Cardiac Care Improvement Committee*
C. A representative of emergency management from a public entity in Santa Clara County.

Dana Reed, Director of Emergency Management, Santa Clara County OES
Christie Moore, Santa Clara County Fire Department (alternate)


Michael Spath, Communications Director, Sunnyvale Dept. of Public Safety
Michael Wodnick, Dispatch Supervisor, San Jose Fire Department (alternate)

E. A representative of a paramedic education or EMT training program authorized in Santa Clara County.

David Huseman, Program Director, Foothill College Paramedic Program
Vacant (alternate)

F. Santa Clara County designed hospital liaisons from each Santa Clara County hospital operating an emergency department.

Andrea Brollini, ED Manager, Santa Clara Valley Medical Center
Ginger Miramontes, ED Manager, Regional Medical Center of San Jose
Leigh Ann Periard, ED Manager, Good Samaritan Hospital
Lori Katterhagen, ED Manager, Saint Louise Regional Hospital
Lotta Alba, ED Manager, El Camino Hospital
Madeline Fornoles, ED Manager, O’Connor Hospital
Patrice Callagy, ED Manager, Stanford Hospital and Clinics
Steven Glomstad, ED Manager, El Camino Hospital
Susan Lin, ED Manager, Kaiser Santa Clara
Tony Garcia, ED Manager, Kaiser San Jose

G. An executive program manager from a Santa Clara County Permitted Air Ambulance Service.

Larissa Bradford, CalStar
Michael Baulch, Chief Flight Nurse, Stanford Lifeflight

H. A member of the Medical Volunteers for Disaster Response (MVDR) Program.

Liz Dietz, MVDR Member, Santa Clara County MVDR Program
Diane St. Denis, MVDR Member, Santa Clara County MVDR Program (alternate)
I. An executive member of the Santa Clara County Public Health Department knowledgeable in disease and infection control, prevention, and legal authorities related to public health in Santa Clara County.

*Vacant*

*Vacant (alternate)*

J. An executive member of the Santa Clara County Behavioral Health Department knowledgeable in emergency psychiatric care, conflict de-escalation, and legal authorities.

*Vacant*

*Vacant (alternate)*

K. A practicing pediatrician

*Vacant*

*Vacant (alternate)*
Date: November 17, 2016

To: Santa Clara County Emergency Medical Care Committee

From: John Blain, EMS Program Manager, EOA Contract Management

Subject: County EOA Service Area Response Time Performance Reports

History and Issue
The County has entered into agreements with private and public entities to provide emergency medical response and advanced life support ambulance transportation services. Periodic response time compliance reports have been provided to the Emergency Medical Care Committee for the purpose of providing public review of those entities’ performance and compliance with contractual response time requirements. The County has performance based contracts with the following entities:

1. County Ambulance (Rural/Metro of California)
2. Gilroy, City of
3. Milpitas, City of
4. Morgan Hill, City of
5. Mountain View, City of
6. San Jose, City of
7. Santa Clara, City of
8. Santa Clara County Central Fire Protection District
9. South Santa Clara County Fire District
10. Sunnyvale, City of

Context
Compliance is measured by several key performance indicators that include; response time requirements based on population density; designated response areas; type of response priority (red lights & siren or non-red lights & siren); total number of responses; total number of late responses; and total number of responses exempted (removed) from compliance calculations. Compliance is achieved when ninety (90.00%) percent or more of the responses meet the specified response time requirement in each response priority within each designated response area.
### County Ambulance: Code 3 Response

<table>
<thead>
<tr>
<th></th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
<th>Sep 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>93.26%</td>
<td>93.65%</td>
<td>94.08%</td>
<td>93.97%</td>
<td>93.63%</td>
<td>93.09%</td>
</tr>
<tr>
<td>Zone 1</td>
<td>92.45%</td>
<td>93.38%</td>
<td>92.90%</td>
<td>93.59%</td>
<td>92.33%</td>
<td>92.39%</td>
</tr>
<tr>
<td>Zone 2</td>
<td>93.27%</td>
<td>93.54%</td>
<td>94.17%</td>
<td>93.89%</td>
<td>93.50%</td>
<td>93.69%</td>
</tr>
<tr>
<td>Zone 3</td>
<td>93.75%</td>
<td>92.82%</td>
<td>95.26%</td>
<td>94.21%</td>
<td>93.82%</td>
<td>92.43%</td>
</tr>
<tr>
<td>Zone 4</td>
<td>93.14%</td>
<td>94.61%</td>
<td>93.47%</td>
<td>94.46%</td>
<td>93.90%</td>
<td>93.83%</td>
</tr>
<tr>
<td>Zone 5</td>
<td>93.53%</td>
<td>96.16%</td>
<td>94.10%</td>
<td>92.04%</td>
<td>94.89%</td>
<td>92.48%</td>
</tr>
</tbody>
</table>

### County Ambulance: Code 2 Response

<table>
<thead>
<tr>
<th></th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
<th>Sep 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>95.04%</td>
<td>94.84%</td>
<td>95.10%</td>
<td>95.67%</td>
<td>95.09%</td>
<td>94.09%</td>
</tr>
<tr>
<td>Zone 1</td>
<td>94.90%</td>
<td>97.89%</td>
<td>96.98%</td>
<td>96.50%</td>
<td>97.01%</td>
<td>94.35%</td>
</tr>
<tr>
<td>Zone 2</td>
<td>95.62%</td>
<td>94.68%</td>
<td>94.23%</td>
<td>95.33%</td>
<td>95.15%</td>
<td>92.94%</td>
</tr>
<tr>
<td>Zone 3</td>
<td>93.63%</td>
<td>95.04%</td>
<td>93.59%</td>
<td>95.06%</td>
<td>93.12%</td>
<td>93.32%</td>
</tr>
<tr>
<td>Zone 4</td>
<td>95.41%</td>
<td>92.70%</td>
<td>94.57%</td>
<td>95.14%</td>
<td>94.71%</td>
<td>94.49%</td>
</tr>
<tr>
<td>Zone 5</td>
<td>96.93%</td>
<td>94.15%</td>
<td>98.69%</td>
<td>97.87%</td>
<td>97.02%</td>
<td>97.25%</td>
</tr>
</tbody>
</table>
**County Ambulance Responses: Year-to-Year**

- **Code 3**
  - Jan 16: 283
  - Feb 16: 103,624
  - Mar 16: 299
  - Apr 16: 109,253
  - May 16: 306
  - Jun 16: 111,635
  - Jul 16: 324
  - Aug 16: 118,343
  - Sep 16: 91,096
  - Totals: 65,965

- **Code 2**
  - Jan 16: 7,421
  - Feb 16: 7,201
  - Mar 16: 7,573
  - Apr 16: 7,200
  - May 16: 7,608
  - Jun 16: 7,224
  - Jul 16: 7,208
  - Aug 16: 7,391
  - Sep 16: 7,139
  - Totals: 25,131

- **Totals**
  - Jan 16: 10,204
  - Feb 16: 9,964
  - Mar 16: 10,503
  - Apr 16: 10,025
  - May 16: 10,403
  - Jun 16: 9,936
  - Jul 16: 10,043
  - Aug 16: 10,014
  - Sep 16: 9,873
  - Totals: 91,096

---

**County Ambulance Transports: Year-to-Year**

- **Total Patients Transported**
  - Jan 16: 6,726
  - Feb 16: 6,650
  - Mar 16: 6,972
  - Apr 16: 6,582
  - May 16: 6,765
  - Jun 16: 6,497
  - Jul 16: 6,333
  - Aug 16: 6,575
  - Sep 16: 6,473
  - Oct 16: 6,785
  - Nov 16: 6,434
  - Dec 16: 6,329
  - Totals: 59,753
### Public Safety Providers: Code 3 Response

<table>
<thead>
<tr>
<th></th>
<th>Mar 16</th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gilroy</td>
<td>97.37%</td>
<td>96.52%</td>
<td>96.55%</td>
<td>97.21%</td>
<td>98.11%</td>
<td>96.83%</td>
</tr>
<tr>
<td>Milpitas</td>
<td>97.27%</td>
<td>97.46%</td>
<td>96.62%</td>
<td>96.08%</td>
<td>97.39%</td>
<td>97.54%</td>
</tr>
<tr>
<td>Morgan Hill</td>
<td>96.45%</td>
<td>97.35%</td>
<td>96.63%</td>
<td>98.71%</td>
<td>99.10%</td>
<td></td>
</tr>
<tr>
<td>Mt. View</td>
<td>96.89%</td>
<td>96.30%</td>
<td>97.15%</td>
<td>95.30%</td>
<td>96.44%</td>
<td>97.17%</td>
</tr>
<tr>
<td>San Jose</td>
<td>87.95%</td>
<td>88.47%</td>
<td>89.57%</td>
<td>90.05%</td>
<td>90.40%</td>
<td>89.53%</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>95.32%</td>
<td>95.85%</td>
<td>95.38%</td>
<td>95.30%</td>
<td>95.32%</td>
<td>95.29%</td>
</tr>
<tr>
<td>Santa Clara Co.</td>
<td>95.90%</td>
<td>95.00%</td>
<td>95.03%</td>
<td>96.46%</td>
<td>96.50%</td>
<td>96.84%</td>
</tr>
<tr>
<td>So. Santa Clara Co.</td>
<td>93.27%</td>
<td>97.46%</td>
<td>91.94%</td>
<td>96.94%</td>
<td>95.65%</td>
<td></td>
</tr>
<tr>
<td>Sunnyvale</td>
<td>98.19%</td>
<td>98.80%</td>
<td>97.86%</td>
<td>98.23%</td>
<td>97.51%</td>
<td>98.46%</td>
</tr>
</tbody>
</table>

### Public Safety Providers: Code 2 Response

<table>
<thead>
<tr>
<th></th>
<th>Mar 16</th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mt. View</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>San Jose</td>
<td>95.97%</td>
<td>97.58%</td>
<td>96.33%</td>
<td>97.14%</td>
<td>96.44%</td>
<td>96.18%</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>96.71%</td>
<td>97.93%</td>
<td>97.56%</td>
<td>95.21%</td>
<td>95.77%</td>
<td>97.37%</td>
</tr>
<tr>
<td>Santa Clara Co.</td>
<td>99.43%</td>
<td>98.43%</td>
<td>98.17%</td>
<td>98.29%</td>
<td>97.39%</td>
<td>99.42%</td>
</tr>
</tbody>
</table>

### Public Safety Providers: Code 2 Response

[Graph showing the response rates for each provider over the months.]
Non-County EOA 911 Ambulance Deployment in "Low Levels"

<table>
<thead>
<tr>
<th></th>
<th>Jan 16</th>
<th>Feb 16</th>
<th>Mar 16</th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
<th>Sep 16</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance &quot;Low Levels&quot; Queries</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>Ambulances (Private &amp; Public) Deployed in Query</td>
<td>7</td>
<td>6</td>
<td>3</td>
<td>5</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>27</td>
</tr>
<tr>
<td>Paramedic Ambulance (Public) Query Transports</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Paramedic Ambulance (Private) Query Transports</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>EMT Ambulance (Private) Query Transports</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Due to patient acuity (immediate transport warranted) 1112000005
During a "Low Levels" Query 2000010003
Combined 3112010008

Public Provider Ambulance Transports

<table>
<thead>
<tr>
<th></th>
<th>Jan 16</th>
<th>Feb 16</th>
<th>Mar 16</th>
<th>Apr 16</th>
<th>May 16</th>
<th>Jun 16</th>
<th>Jul 16</th>
<th>Aug 16</th>
<th>Sep 16</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due to patient acuity (immediate transport warranted)</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>During a &quot;Low Levels&quot; Query</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Combined</td>
<td>3</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>8</td>
</tr>
</tbody>
</table>

Due to patient acuity (immediate transport warranted) 1112000005
During a "Low Levels" Query 2000010003
Combined 3112010008
# EMS System Report

April 1, 2016 to June 30, 2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Score</td>
<td>94.46</td>
</tr>
<tr>
<td>Number of Your Patients in this Report</td>
<td>163</td>
</tr>
<tr>
<td>Number of Patients in this Report</td>
<td>18,138</td>
</tr>
<tr>
<td>Number of Transport Services in All EMS DB</td>
<td>121</td>
</tr>
</tbody>
</table>
Executive Summary

This report contains data from 163 City of Palo Alto patients who returned a questionnaire between 04/01/2016 and 06/30/2016.

The overall mean score for the standard questions was 94.46; this is a difference of 2.39 points from the overall EMS database score of 92.07.

The current score of 94.46 is a change of -1.06 points from last period's score of 95.52. This was the 13th highest overall score for all companies in the database.

You are ranked 3rd for comparably sized companies in the system.

81.88% of responses to standard questions had a rating of Very Good, the highest rating. 99.23% of all responses were positive.

5 Highest Scores

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>96.7</td>
<td>Degree to which the medics listened to you and/or your family</td>
</tr>
<tr>
<td>96.62</td>
<td>Degree to which the medics took your problem seriously</td>
</tr>
<tr>
<td>96.43</td>
<td>Care shown by the medics who arrived with the ambulance</td>
</tr>
<tr>
<td>96.22</td>
<td>Cleanliness of the ambulance</td>
</tr>
<tr>
<td>96.18</td>
<td>Overall rating of the care provided by our Emergency Medical Transportati...</td>
</tr>
</tbody>
</table>

5 Lowest Scores

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>86.26</td>
<td>Willingness of the staff in our billing office to address your needs</td>
</tr>
<tr>
<td>88.25</td>
<td>Professionalism of the staff in our ambulance service billing office</td>
</tr>
<tr>
<td>87.33</td>
<td>Extent to which the services received were worth the fees charged</td>
</tr>
<tr>
<td>86.93</td>
<td>Degree to which the medics relieved your pain or discomfort</td>
</tr>
<tr>
<td>90.61</td>
<td>Extent to which you were told what to do until the ambulance arrived</td>
</tr>
</tbody>
</table>
All Non-911 Private Ambulance Provider Agreements have been renewed except for United Ambulance.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Levels of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayshore Ambulance</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Falck North America</td>
<td>CCT, ALS, BLS</td>
</tr>
<tr>
<td>Norcal Ambulance</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Pro Transport-1</td>
<td>CCT, ALS, BLS</td>
</tr>
<tr>
<td>Royal Ambulance</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Rural Metro General Transport</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Silicon Valley Ambulance</td>
<td>ALS, BLS</td>
</tr>
<tr>
<td>Westmed Ambulance</td>
<td>CCT, ALS, BLS</td>
</tr>
</tbody>
</table>

Number of Non-911 Critical Care Transport, Advanced Life Support, and Basic Life Support resources:

<table>
<thead>
<tr>
<th>Levels of Service</th>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Care Transport</td>
<td>9</td>
</tr>
<tr>
<td>Dual Service Critical Care Transport/Basic Life Support</td>
<td>54</td>
</tr>
<tr>
<td>Advanced Life Support</td>
<td>13</td>
</tr>
<tr>
<td>Basic Life Support</td>
<td>69</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>145</strong></td>
</tr>
</tbody>
</table>

Number of newly permitted Non-911 ambulances since April 2016:

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Care Transport</td>
<td>4</td>
</tr>
<tr>
<td>Basic Life Support</td>
<td>6</td>
</tr>
</tbody>
</table>

Number of retired permitted non-911 ambulance resources since April 2016:

<table>
<thead>
<tr>
<th>Level of Service</th>
<th>Resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Care Transport</td>
<td>2</td>
</tr>
<tr>
<td>Basic Life Support</td>
<td>3</td>
</tr>
</tbody>
</table>
Number of field inspections of ambulances and fire apparatus since April 2016:

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Inspections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulances</td>
<td>25</td>
</tr>
<tr>
<td>Fire Apparatus</td>
<td>11</td>
</tr>
</tbody>
</table>

From the 36 total permitted resources inspected only 2 ambulances were put out of service for missing communications equipment or personal protective equipment and the EMS Program Managers were notified.
The Santa Clara County EMS Agency has formed a task force of stakeholders to examine and improve the transition of care times between the EMS system providers and the Emergency Department at Santa Clara Valley Medical Center (SCVMC). Current data demonstrates that SCVMC has a 42 minute transition of care time, 90% of the time. This is well above the State benchmark of 20 minutes and above other Santa Clara County facilities. With a high Emergency Department census and a limited amount of beds, SCVMC has unique infrastructure challenges not seen in the other facilities. This makes the corrective strategies difficult and challenging, but the hospital and the EMS Agency are exploring multiple options to address the issue.
# MEDICAL VOLUNTEERS FOR DISASTER RESPONSE

## (MVDR) MONTHLY MEMBERSHIP Report

### SEPTEMBER 2016

**Current Membership:**

<table>
<thead>
<tr>
<th>Type of License</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Total</th>
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<tbody>
<tr>
<td>Physician</td>
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<td></td>
<td>57</td>
<td>34</td>
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<td>Registered Nurse</td>
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<td></td>
<td>154</td>
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<td>Physician's Assistant</td>
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<td></td>
<td>16</td>
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<tr>
<td>Nurse Practitioner</td>
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<td></td>
<td>8</td>
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<td>1</td>
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</tr>
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<td>81</td>
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<td>Dentist</td>
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<td></td>
<td>3</td>
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<td>0</td>
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<tr>
<td>Veterinarian</td>
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<td>4</td>
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<td></td>
<td>8</td>
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<tr>
<td>Other (Medical)</td>
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<tr>
<td></td>
<td>128</td>
<td>31</td>
<td>10</td>
<td></td>
<td>169</td>
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<tr>
<td>Other (Non-Medical)</td>
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<tr>
<td></td>
<td>92</td>
<td>33</td>
<td>12</td>
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<td><strong>Total</strong></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>583</td>
<td>259</td>
<td>106</td>
<td></td>
<td>948</td>
</tr>
</tbody>
</table>
Membership by Level:

<table>
<thead>
<tr>
<th>Level</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>0</td>
<td>0</td>
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<td>583</td>
<td>583</td>
<td>583</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Level 3</td>
<td>259</td>
<td>259</td>
<td>259</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Level 4</td>
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<tr>
<td>Total</td>
<td>948</td>
<td>948</td>
<td>948</td>
<td>-</td>
<td>-</td>
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</table>

Withdrawals:

<table>
<thead>
<tr>
<th>Membership</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Withdrawn</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Reason</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Event Participation:

<table>
<thead>
<tr>
<th>MONTH</th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
<th>NOVEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>EVENT</td>
<td>3RD Quarter DHV Drill</td>
<td>Heart Safe 5k Run/Hands Only CPR</td>
<td>2016 Bay Area UASI Yellow Command</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Cupertino MRC Exercise</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PARTICIPANTS</td>
<td>101</td>
<td>5</td>
<td>170</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL MONTHLY PARTICIPANTS</td>
<td>102</td>
<td>5</td>
<td>170</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Event Summary:

The MVDR Program participated in the 2016 Bay Area UASI Yellow Command Exercise. The MVDR Program was activated in a simulated response to assist with the staffing of shelters being established throughout the County. The activation resulted in a response from 170 members responding that they were available for immediate deployment.

Membership Summary:

There was no documented increase in membership for the month of September 2016.
Membership Level Definitions:

**Level I:** the program has little or no advanced knowledge of member or prior training. Level I members require emergency credentialing and are last to be utilized to fill resource needs. Level I members and are ineligible to deploy unless sworn in as Disaster Service Workers (DSW)

**Level II:** Basic volunteers who have expressed some level of interest in the program prior to attendance. These members have registered with the DHV but have yet to participate in a new member orientation. These members are used to fill resource needs after Level III and Level IV volunteers. Level II members and are ineligible to deploy unless sworn in as Disaster Service Workers (DSW).

**Level III:** Intermediate volunteers are primarily called into service in disaster events and will be attached to existing infrastructure. These individuals regularly participate in training and exercises. They have completed the core competencies and have been issued an MVDR ID.

**Level IV:** Level 4 members are first call for deployments and are deployable with little or no advanced notice. They have completed advanced training classes in addition to frequent participation in training and exercises.
July

Overview

CE Opportunities

<table>
<thead>
<tr>
<th>Event</th>
<th>Attendance</th>
<th>Total CE's Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS System Orientation</td>
<td>86</td>
<td>602 hrs. of CE provided</td>
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</table>

Assessments

<table>
<thead>
<tr>
<th>Exam</th>
<th>Attendance</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic Accreditation Exam</td>
<td>12</td>
<td>11 Pass / 1 Fail</td>
</tr>
</tbody>
</table>

Hands Only CPR

<table>
<thead>
<tr>
<th>Number of Events</th>
<th>Total Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Social Media*

<table>
<thead>
<tr>
<th>Number of Followers</th>
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<tbody>
<tr>
<td>2,643</td>
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</tbody>
</table>

* Facebook has changed settings where data can no longer be exported.
August

Overview

CE Opportunities

<table>
<thead>
<tr>
<th>Event</th>
<th>Attendance</th>
<th>Total CE’s Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS System Orientation</td>
<td>74</td>
<td>518 hrs. of CE provided</td>
</tr>
<tr>
<td>Command and Control</td>
<td>25</td>
<td>62.5 hrs. of CE provided</td>
</tr>
<tr>
<td>DMSU Training</td>
<td>13</td>
<td>26 hrs. of CE provided</td>
</tr>
</tbody>
</table>

Assessments

<table>
<thead>
<tr>
<th>Exam</th>
<th>Attendance</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic Accreditation Exam</td>
<td>11</td>
<td>7 Pass / 4 Fail</td>
</tr>
</tbody>
</table>

Hands Only CPR

<table>
<thead>
<tr>
<th>Number of Events</th>
<th>Total Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>75</td>
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</table>

Social Media*

<table>
<thead>
<tr>
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<tbody>
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<td>2,647</td>
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* Facebook has changed settings where data can no longer be exported.
## September

### Overview

#### CE Opportunities

<table>
<thead>
<tr>
<th>Event</th>
<th>Attendance</th>
<th>Total CE’s Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMS System Orientation</td>
<td>65</td>
<td>390 hrs. of CE provided</td>
</tr>
</tbody>
</table>

#### Assessments

<table>
<thead>
<tr>
<th>Exam</th>
<th>Attendance</th>
<th>Pass/Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paramedic Accreditation Exam</td>
<td>15</td>
<td>15 Pass / 0 Fail</td>
</tr>
</tbody>
</table>

#### Hands Only CPR

<table>
<thead>
<tr>
<th>Number of Events</th>
<th>Total Trained</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
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</tbody>
</table>

#### Social Media

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<th>Number of Followers</th>
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<tbody>
<tr>
<td>2,658</td>
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</tbody>
</table>

![Bar Chart Image]
July 16, 2016

To: Santa Clara County EMS System Stakeholders

From: Josh Davies | MA, CEM
EMS Section Chief

Copy: Jackie Lowther | RN, MSN, MBA
Interim EMS Director

Ken Miller | MD, PhD
EMS Medical Director

Subject: EMS Trust Fund Project Solicitation – Fiscal Year 2018

The Santa Clara County EMS Agency announces the open solicitation period for new EMS Trust Fund Projects (Category C). Santa Clara County Prehospital Care Policy Reference #812: EMS Trust Fund Guide and Funding Application may be accessed at http://bit.ly/1q71ENf. This document identifies the process for submission of requests, applicant eligibility, the review process, and requirements related to the use of EMS Trust Fund allocations.

Pending Santa Clara County Board of Supervisors approval, funding for authorized projects will be available after July 1, 2017 with all project components needing to be completed by May 15, 2018. After review by the Emergency Medical Care Committee (EMCC), the Board of Supervisors will consider funding requests in the context of the annual County Budget process.

Projects that are consistent with the Santa Clara County EMS System Strategic Plan are strongly encouraged and must (1) provide an enhancement to the Santa Clara County EMS System and/or (2) have a countywide benefit to the EMS System. The Santa Clara County EMS System Strategic Plan may be accessed on the internet at www.sccemsagency.org

Completed applications must be received by email and send to Josh.Davies@ems.sccgov.org by September 30, 2016 at 5:00 pm. No late submissions will be accepted and the final due date will not be extended for the 2016 solicitation.

Thank you for your continued support of our Emergency Medical Services System. If you should have any questions, please feel free to contact me at the telephone number or email provided.
## 911 Agency Implementation

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Agency Setup within Licensure</th>
<th>Agency Setup within Elite Bridge</th>
<th>CAD Data Being Imported to Elite</th>
<th>Percent of PCR data within Elite</th>
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</thead>
<tbody>
<tr>
<td>Santa Clara County Ambulance</td>
<td>Completed</td>
<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>San Jose Fire</td>
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<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Santa Clara City Fire</td>
<td>Completed</td>
<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Sunnyvale Fire</td>
<td>Completed</td>
<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Santa Clara County Fire</td>
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<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>South County Fire District</td>
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<tr>
<td>Morgan Hill Fire</td>
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</tr>
<tr>
<td>Gilroy Fire</td>
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<td>100%</td>
</tr>
<tr>
<td>Mountain View Fire</td>
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<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Milpitas Fire</td>
<td>Completed</td>
<td>Completed</td>
<td>Completed</td>
<td>100%</td>
</tr>
<tr>
<td>Palo Alto Fire</td>
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<td>100% Import from ESO</td>
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## Non-911 Agency Implementation

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<tr>
<th>Provider</th>
<th>Solution Used</th>
<th>NEMSIS 2.x Data to XSC</th>
<th>Elite Service Established</th>
<th>NEMSIS 3.x Data to XSC</th>
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</thead>
<tbody>
<tr>
<td>Bayshore Ambulance</td>
<td>Zoll</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>CALSTAR</td>
<td>Golden Hour</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Norcal Ambulance</td>
<td>Zoll</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>ProTransport-1</td>
<td>ImageTrend</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
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<td>Royal Ambulance</td>
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<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Rural Metro Ambulance</td>
<td>ImageTrend</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
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<tr>
<td>Silicon Valley Ambulance</td>
<td>XSC State Bridge</td>
<td>Yes</td>
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<td>No</td>
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<td>Stanford Lifeflight</td>
<td>ImagTrend</td>
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<td>Westmed Ambulance</td>
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<td>Falck</td>
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<td>Palo Alto Fire</td>
<td>ESO</td>
<td>Yes</td>
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</table>
The following policies and protocols were released or updated by the County of Santa Clara EMS Agency during the months from April to September 2016.

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Policy Name and Changes</th>
<th>Effective Date</th>
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<tbody>
<tr>
<td>801</td>
<td>Trauma System Transfer Guidelines • The ambulance service providers contact information was updated.</td>
<td>4/22/2016</td>
</tr>
<tr>
<td>205</td>
<td>Paramedic Accreditation • The policy was updated due to changes to state regulations (Title 22, Chapter 4).</td>
<td>4/22/2016</td>
</tr>
<tr>
<td>309</td>
<td>Comprehensive EMS Patient Care Data System • The effective date was changed due to delays by the software vendor.</td>
<td>6/7/2016</td>
</tr>
<tr>
<td>700-M01</td>
<td>Airway Management • This policy was updated to include additional standards of practice.</td>
<td>7/12/2016</td>
</tr>
<tr>
<td>700-X01, X02, X03, X04</td>
<td>BLS Optional Scope Protocols • These protocols were written for the sole use of CAL Fire Optional Scope EMTs.</td>
<td>7/12/2016</td>
</tr>
<tr>
<td>301</td>
<td>Supplemental EMS System Resources • The changes were required to ensure that the policy coincides with Policy 700-M01: Airway Management and CAL Fire EMT Optional Scope Protocols</td>
<td>7/12/2016</td>
</tr>
<tr>
<td>600</td>
<td>Field Pronouncement of Death • The policy was updated due to the End of Life Option Act.</td>
<td>7/18/2016</td>
</tr>
<tr>
<td>619</td>
<td>End of Life Option • The policy was created as a result of the End of Life Option Act.</td>
<td>7/18/2016</td>
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</tbody>
</table>
Scheduled Future Policy Updates

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Policy Name and Changes</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• This new policy will provide the Santa Clara County EMS Medical Director’s approval to MPDS card sets found in all public safety answering points in Santa Clara County.</td>
<td></td>
</tr>
<tr>
<td>401</td>
<td>Interfacility Transfer – Ground Ambulance</td>
<td>12/13/2016</td>
</tr>
<tr>
<td></td>
<td>• This policy was updated after several forums on Stroke Care.</td>
<td></td>
</tr>
<tr>
<td>802</td>
<td>Stroke System Transfer Guidelines</td>
<td>12/13/2016</td>
</tr>
<tr>
<td></td>
<td>• This guide was created to assist facility staff in proper execution of Policy 401.</td>
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<tr>
<td>310</td>
<td>911 Emergency Ambulance Use</td>
<td>4/27/2017</td>
</tr>
<tr>
<td></td>
<td>• This new policy will take existing practices of resource allocation and use and codify them in one policy.</td>
<td></td>
</tr>
<tr>
<td>700 Series</td>
<td>Patient Care Protocols</td>
<td>4/27/2017</td>
</tr>
<tr>
<td></td>
<td>• A total of 38 protocols have been updated/reformatted. A total of 6 protocols have been deleted.</td>
<td></td>
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</table>