EMERGENCY MEDICAL CARE COMMITTEE (EMCC)

Thursday, November 15, 2018
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. ( 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
   Kenneth Horowitz, Chair and Health Advisory Commissioner

2. Introductions and Announcements
   Kenneth Horowitz, Chair and Health Advisory Commissioner

3. Public Comment
   Kenneth Horowitz, 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, Sr. Management Analyst

   Items 4-6 may be accepted as one motion. Item 4 – 6 is for informational purposes.

4. Approval of August 16, 2018 Meeting Minutes (Page 6)

5. Items Approved by the Board of Supervisors and/or Board Committees
   (Page 11)
   Copies of Board and Board Committee approved reports are provided for reference and information purposes.

6. EMS Trust Fund Status Report
   Accept written report on the financial status of the EMS Trust Fund (Page 60)

Regular Items

7. Health Advisory Commission and Items Referred by the Commission to the EMCC
   Receive verbal report from Kenneth Horowitz, Chair and Health Advisory Commissioner
8. EMS System Initiatives: Personnel
   A. Receive report on EMT Certification, Paramedic Accreditation, and Credentialing (Page 61)
      Daniel Peck, EMS Specialist
   B. Receive verbal report on EMS Investigations and Enforcement
      Daniel Peck, EMS Specialist
   C. Receive verbal report on Medical Volunteers for Disaster Response Program
      Michael Cabano, EMS Specialist

9. EMS System Initiatives: Equipment and Supplies
   A. Receive verbal report
      Jason Weed, EMS Specialist

10. EMS System Initiatives: Data Systems
    A. Receive verbal report
       Michael Clark, EMS Specialist
    B. Receive verbal report on HUB
       Christopher Duncan, EMS Specialist

11. EMS System Initiatives: Clinical Care and Patient Outcome
    A. Receive verbal report from EMS Agency Medical Director
       Dr. Ken Miller, EMS Medical Director
    B. Receive verbal report on Specialty Center Quality Improvement
       Linda Diaz, Specialty Programs Nurse Coordinator
    C. Receive verbal report on Prehospital Patient Care Quality Improvement
       John Sampson, EMS Specialist
    D. Receive report on Prehospital Care Policy Revision Activities (Page 62)
       David Sullivan, EMS Specialist
    E. Receive verbal report on EMD QI
       Christopher Duncan, EMS Specialist
12. **EMS System Initiatives: Skills Maintenance/Competency**
   
   A. Receive verbal report  
   *Daniel Franklin, EMS Specialist*

13. **EMS System Initiatives: Transportation/Facilities**
   
   A. Receive report on Santa Clara County Exclusive Operating Area  
   *John Blain, EMS Specialist*  
   (Page 63)

   B. Receive report on City of Palo Alto Exclusive Operating Area  
   *Eric Nickel, Fire Chief, Palo Alto Fire Department*  
   (Page 68)

   C. Receive report on Non-911 Ambulance Services  
   *David Sullivan, EMS Specialist*  
   (Page 97)

   D. Receive report on HHS Facilities  
   *David Sullivan, EMS Specialist*  
   (Page 98)

   E. Receive report on Transition of Care and Diversion  
   *Jackie Lowther, EMS Director*  
   (Page 99)

   F. Receive verbal report on EMS RFP  
   *Jackie Lowther, EMS Director*

14. **EMS System Initiatives: Public Education**
   
   A. Receive verbal report  
   *Daniel Franklin, EMS Specialist*

15. **EMS System Initiatives: Preparedness**
   
   A. Receive verbal report on Disaster and Significant events  
   *Michael Cabano, EMS Specialist*

16. **EMS Trust Fund, Category C Update**  
   *Jo Coffaro, Vice President; Hospital Council of Northern California*

17. **EMCC Member Requests for Future Agenda Items / Announcements**  
   *Kenneth Horowitz, 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.
18. **EMS Stakeholder Requests for Future Agenda Items / Announcements**  
*Kenneth Horowitz, 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.

19. **2019 Meetings**  
*Kenneth Horowitz, Chair and Health Advisory Commissioner*

February 21, 2019  
May 16, 2019  
August 15, 2019  
November 14, 2019  
Meetings will be from **2:00pm-4:00pm** and will be held at Valley Specialty Center, Room BQ160, 751 South Bascom Avenue, San Jose, CA 95128

20. **Adjourn in honor and memory of Harry Hall, EMCC Chair**  
*Kenneth Horowitz, Chair and Health Advisory Commissioner*
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<td><strong>1. Call to Order/Roll Call</strong></td>
<td>Jackie Lowther called the meeting to order at 1:00 p.m. A quorum was present.</td>
<td>Meeting called to order</td>
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<td><strong>2. Introductions and Announcements</strong></td>
<td>Thank you, Michael Esslinger and Max Boxel, for their time in the EMCC committee.</td>
<td>Voting members were requested to bring their own laptops for the next EMCC meeting, we are trying to go paperless.</td>
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<td><strong>3. Public Comment</strong></td>
<td>Danielle Johnstone from NORCAL Ambulance spoke on the following, “Trust Fund funds being used to provide High Performance stimulated manikins for privates”.</td>
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<td><strong>Consent Items</strong></td>
<td></td>
<td>Consent items approved by: Dan Bobier / Casey Potts</td>
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<td><strong>4. Approval of May 17, 2018 Meeting Minutes</strong></td>
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<td><strong>5. Summary of Items Present to BOS and HHC</strong></td>
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<td><strong>6. EMS Trust Fund</strong></td>
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<td><strong>7. Health Advisory Commission Updates</strong></td>
<td>HAC was not present.</td>
<td>Jackie will be presenting the EMS Annual Reports at the September HAC meeting.</td>
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<td><strong>8. Reports on EMS System Initiatives: Personnel.</strong></td>
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| A. EMT Certification, Paramedic Accreditation, and Credentialing (Daniel Peck) | A. Daniel Peck went over the pie graph provided on page 82 regarding the stats for certification and accreditations.  
- 800 accredited paramedics.  
- Fine tuning the new applications which will be available soon. | |
<p>| B. EMS Investigations and Enforcement (Daniel Peck) | B. Daniel Peck announced we have a few on probation and last quarter we did not have any denials. | |
| C. Medical Volunteers for Disaster Response Program (Michael Cabano) | C. Daniel Franklin presented the MVDR report which can be found on page 83. Some of the events that MVDR participated in where: | |</p>
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| - San Jose Mineta Airport MCI Exercise with 17 participants.  
- Morgan Hill Mushroom Mardi Grass.  
- DHV MRC User Group training. | - Private providers radios and non-medical providers will complete the training on August 31st.  
- $66K was spent on 20 radios to be replaced at the Hospital, County Communications will be programming them. | - Working on launching a new online application for EMTs.  
- Still pending is County finance and procurement departments to establish a contract with Authorized.net so that the EMS Agency may offer online payment options for certification applicants. |
| **9. Reports on EMS System Initiatives: Equipment and Supplies (Jason Weed)** | - Michael Clark key points:  
- Recently launched a new online application for EMS Provider Medical Advisors.  
- Ted Farr is working on CEMSIS data feeds and confirming ePCR, data is coming in from our non-911 private providers. | - Trial period while working with County Communications/Jail Transports. Deciding which services to send to the call, Elmwood and County Communications interfacility transfers, etc… |
| **10. EMS System Initiatives: Data Systems (Michael Clark)** | - Dr. Miller key points:  
- Review the 2018 Annual EMS Update  
- High Performance CPR: Initial emphasis on chest compressions, defibrillation and BLS airway management with specific crewmember functions.  
- Introduction of video laryngoscopy and the LMA-Supreme supraglottic airway.  
- Introduction of two new protocols: Traumatic cardiac arrest and extremity hemorrhage control.  
- Introduction of the Multi-casualty Incident Plan to replace the MPMP. | - Trial period while working with County Communications/Jail Transports. Deciding which services to send to the call, Elmwood and County Communications interfacility transfers, etc… |
<p>| <strong>11. EMS System Initiatives: Clinical Care and Patient Outcomes.</strong> | | |
| A. <strong>Receive Verbal Report from EMS Agency Medical Director (Dr. Miller)</strong> | | |</p>
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<td><strong>B. Receive report on Prehospital Care Policy Revision Activities (David Sullivan)</strong></td>
<td>- Santa Clara County Prehospital Care Policies are up for Public Comment. The Policies revision activities can be found on Page 86.</td>
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| **12. EMS System Initiative: Skills Maintenance/Competency (Daniel Franklin)** | A. Daniel Franklin reminded everyone that the “Action Plan” is sent out every week by Michael Cabano.  
- EMT’s recertification (skills checks) were implemented in July.  
- Offering 9 more trainings on High Performance CPR. | - Train-The-Trainer is scheduled for October 2nd.  
- Kaiser Santa Clara will be offering an Airway class on September 11th from 10am-3pm, CE’s will be provided. |
| **13. EMS System Initiatives: Transportation/Facilities** | A. Jackie Lowther provided an overview and a summary regarding the finding/variances for the current EOA ambulance and fire department compliance. Report can be found on Page 88.  
- South County has been struggling for the last 4 months, Jackie will be working with them. |                                                                                                |
<p>|                                                                 | B. Kevin McNally provided the Palo Alto Service Area 911 Ambulance report, it can be found on Page 92.                                                                                                           |                                                                                                |
|                                                                 | C. Daniel Franklin spoke on the report provided on Page 129.                                                                                                                                                 |                                                                                                |
|                                                                 | D. Daniel Franklin presented the HHS Facilities report which can be found on Page 130.                                                                                                                   |                                                                                                |
|                                                                 | E. Jackie Lowther presented the Transition of Care and Diversion report which can be on Page 131.                                                                                                           |                                                                                                |</p>
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| **14. EMS System Initiatives: Public Education** | A. Daniel Franklin announced that we have a few safety campaigns that will be released soon.  
- Materials can be found on our website.  
- Thirty thousand “Life Files” have been distributed. | - Public Education in our website is currently being translated in Spanish and Vietnamese. |
| A. Receive verbal report on Hands-Only CPR Training (Daniel Franklin) | | |
| **15. EMS System Initiatives: Preparedness** | A. Daniel Franklin spoke on the Urban Shield training that is coming up. | |
| A. Receive verbal report on Disaster and Significant events (Michael Cabano) | | |
- Submissions for Trust Fund dollars are due August 31st. Total dollar amount will be $350K.  
- RFP update: Jackie stated that she is nonconforming to the proposal that was put out. RFP will be released early September. Contract expires June 30, 2019. | - Sub-Committee that will be meeting to review the Trust Fund FY19 Category C submissions are the following voting members: Robert Jonsen Dan Bobier Heather Tannehill-Plamondon Jo Coffaro Harry Hall |
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<td>16. EMCC Member Request for Future Agenda Items</td>
<td>None</td>
<td>Jo Coffaro requested an update regarding the Sobering Center pilot project in Gilroy.</td>
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<td>17. EMS Stakeholder Request for Future Agenda Items</td>
<td>None</td>
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<td>18. Next Meeting</td>
<td>November 15, 2018 from 1:00-3:00pm at Valley Specialty Center, Room BQ160, 751 S. Bascom Ave, San Jose, CA 95128.</td>
<td>Meeting adjourned at 2:35pm.</td>
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**VOTING MEMBERS PRESENT:**
- David Ghilarducci, MD, Emergency Department Physician
- Richard Kline, MD, Specialty Care Physician
- Leif Juliussen, Public Sector Paramedic/EMT
- Douglas Petrick, County EOA Ambulance Provider
- Dan Bobier, Private Ambulance Service Executive Officer
- Casey Potts, Fire Service Executive Officer
- Robert Jonsen, Law Enforcement Executive Officer
- Kent Steffens, City Manager
- Heather Tannehill-Plamondon, County Communications
- Jo Coffaro, Hospital Council

**Voting Alternates PRESENT:**
- Jocelyn Paulson, Private Sector Paramedic/EMT
- Kevin McNally, Palo Alto EAO Ambulance Provider
- Jeff Horner, Private Ambulance Service Executive Officer
- Suwanna L. Kerdkaew, SCC County Communications

**EMS STAFF PRESENT:**
- Jackie Lowther, EMS Director
- Dr. Ken Miller, Medical Director
- Ramona Aguilar, Executive Assistant
- Michael Clark, EMS Specialist
- Christopher Duncan, EMS Specialist
- Daniel Franklin, EMS Specialist
- Aaron Herrera, EMS Specialist
- Patricia Natividad, Sr. Management Analyst
- Daniel Peck, EMS Specialist
- John Sampson, EMS Specialist
- Jason Weed, EMS Specialist

**Others in Attendance:**
- Josh Markowitz, Kaiser
- Susan O’Neal
- Michael Spath, PSCMA
- Danielle Johnstone, NORCAL
- Coleen Seymour, NORCAL
- Dave Rose, Sunnyvale
- Anastasia Pieda, NORCAL
- Karla Costa Cunningham, CNT SCCFD
- Michael Baulch, Stanford Life Flight
- Leslie Simmons, AMR-Sutter
- Maxwell Laurence, Royal

Attachments, presentations and documents can be found at: www.sccemsagency.org
Date: November 5, 2018

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:

**Stroke Patient Transport Update – August 8, 2018**

Receive report from Santa Clara Valley Health and Hospital System relating to Emergency Medical Services System policies and procedures for Comprehensive Stroke Centers.

During its February 15, 2017 meeting, the Health and Hospital Committee received a report from Santa Clara Valley Health & Hospital System relating to Emergency Medical Services System policies and procedures for Comprehensive Stroke Centers (Referral from October 12, 2016, Health and Hospital Committee meeting, Item No. 82528). At that time, the Committee requested an update on the number of patients who were directed to Comprehensive Stroke Centers, by-passing Primary Stroke Centers for acute stroke management. The Emergency Medical Services Agency has been collecting data on all stroke patients since the policy update on December 18, 2017 with the results provided in this report.

Between December 18, 2017 and July 17, 2018, a total of 838 patients with stroke-like symptoms (designated Stroke-Alert patients; 1.6% of EMS transports for that time-frame) were transported to Primary or Comprehensive Stroke Centers. Of those 838 stroke-alert patients, 79 (9.4%) were transported directly to a comprehensive stroke center having met the G.F.A.S.T. and time last known well triage criteria. The EMS Agency is closely analyzing all data from all stroke centers on a continual basis.

See attached legislative file and protocol.
Summary of Board of Supervisors Approved Items:

**Agreement with City of San Jose (Fire Department) – August 14, 2018**

Approve Agreement with City of San Jose relating to providing funding for the purchase of products or services that benefit the Santa Clara County Emergency Medical Services system in an amount not to exceed $472,706 for period August 14, 2018 through December 31, 2018, that has been reviewed and approved by County Counsel as to form and legality.

Funds provided to the City of San Jose (Fire Department) would allow the Fire Department to collect and input patient care data (chief complaint, demographics, treatment provided, etc.) into the EMS Database while still at the patient’s side. In the past, such information was collected at the site of the incident, but was then inputted at a later time, once the crew had returned to the fire station. Immediate reporting of fire department patient care data into the EMS Database will allow the fire department's data to be incorporated into the pre-hospital electronic patient care record, when the patient arrives at the emergency department or other destination. In addition, funding would be provided for the purchase of video laryngoscopes that would assist paramedics with better airway visualization.

See attached legislative file and contract.

**Agreement with Falcon Critical Care Transport – October 16, 2018**

Approve no-cost Agreement with Falcon Critical Care Transport relating to providing basic life support, advanced life support, and critical care transport for non-911 service for period October 16, 2018 through June 30, 2019, that has been reviewed and approved by County Counsel as to form and legality. An exemption to competitive procurement has been approved by the Office of Countywide Contracting Management pursuant to Board of Supervisors Policy 5.6.5.1(D)(1).

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.

See attached legislative file and contract.
DATE: August 8, 2018

TO: Health and Hospital Committee

FROM: Kenneth Miller, MD, PHD, EMS Medical Director

SUBJECT: Stroke Patient Transport Update

RECOMMENDED ACTION
Receive report from Santa Clara Valley Health and Hospital System relating to Emergency Medical Services System policies and procedures for Comprehensive Stroke Centers. (Referral from February 15, 2017, Health and Hospital Committee meeting, Item No. 8)

FISCAL IMPLICATIONS
Receipt of this report would not require any modification to the current Board-approved budget for the EMS Agency; it is an informational item.

REASONS FOR RECOMMENDATION
During its February 15, 2017 meeting, the Health and Hospital Committee received a report from Santa Clara Valley Health & Hospital System relating to Emergency Medical Services System policies and procedures for Comprehensive Stroke Centers (Referral from October 12, 2016, Health and Hospital Committee meeting, Item No. 82528). At that time, the Committee requested an update on the number of patients who were directed to Comprehensive Stroke Centers, by-passing Primary Stroke Centers for acute stroke management.

The Emergency Medical Services Agency has been collecting data on all stroke patients since the policy update on December 18, 2017 with the results provided in this report.

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

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.

In April 2017, the Stroke EMS Protocol 700-A13 was updated based upon prevailing scientific evidence and national guidelines to include timeframes of acute stroke symptom onset that would determine whether an EMS patient designated as a Stroke-Alert patient would be transported to the closest stroke center or directly to a Comprehensive Stroke Center. At the time, national guidelines and local stroke neurology consensus was to transport the patient directly to a comprehensive stroke center if the patient presented with stroke-like symptom onset between 3.5 and 5 hours (referred to as ‘time last known well’). That time window offered an opportunity for direct clot removal therapy (thrombectomy) available only at comprehensive stroke centers. Additionally, El Camino-Mountain View Hospital was added in Destination Policy 602 on a provisional basis as a fourth Comprehensive Stroke Center in Santa Clara County.

Based upon the developing science of acute stroke care, a multidisciplinary working group was convened in July 2017 to review the peer-reviewed medical literature on acute stroke severity scoring as an additional means of determining stroke patient triage directly to comprehensive stroke centers. The consensus of the group was to adopt an acute stroke scoring strategy called GFAST (gaze deviation, facial weakness, arm weakness, speech abnormality, and timeframe of symptom onset) and assign a threshold score. The available science and the group’s consensus was to triage EMS patients with acute stroke-like symptoms with a GFAST score of 4 and presenting within 6 hours of symptom onset directly to a comprehensive stroke center. EMS patients with stroke-like symptoms not meeting that criteria would be transported to the closest stroke center (primary or comprehensive). EMS
Protocol 700-A13 was updated, EMS system education conducted and the protocol was implemented in December 2017.

Between December 18, 2017 and July 17, 2018, a total of 838 patients with stroke-like symptoms (designated Stroke-Alert patients; 1.6% of EMS transports for that time-frame) were transported to Primary or Comprehensive Stroke Centers. Of those 838 stroke-alert patients, 79 (9.4%) were transported directly to a comprehensive stroke center having met the G.F.A.S.T. and time last known well triage criteria.

The EMS Agency is closely analyzing all data from all stroke centers on a continual basis.

**CONSEQUENCES OF NEGATIVE ACTION**

The Board would not receive the information that was requested at the February 15, 2017 Health and Hospital Committee.

**ATTACHMENTS:**

- Protocol No. 700-A13 Stroke (PDF)
- EMS Comprehensive Stroke System Plan
STROKE

Effective: December 18, 2017
Replaces: April 27, 2017
Review: November 2019

1. BLS Treatment
   1.1. Routine Medical Care – Adult (700-S04)
      1.1.1. Oxygen – titrate as appropriate
   1.2. Complete G.F.A.S.T. stroke screening:

   | G | Gaze Deviation | (0-1) |
   | F | Facial Droop   | (0-1) |
   | A | Arm Drift      | (0-1) |
   | S | Speech Abnormalities | (0-1) |
   | T | Time Last Seen Normal | (No points) |

   1.3. Confirm patient has not had a seizure during the duration of stroke symptoms. If patient has had a seizure during the duration of stroke symptoms or is actively seizing, see 700-A02 and transport to appropriate Emergency Department.
   1.4. Place patient in supine position with head elevated 30 degrees
   1.5. Do not delay transport for interventions and transport to the appropriate receiving facility (Sections 3 and 5)

2. ALS Treatment
   2.1. Vascular Access (IV), TKO
      2.1.1. With no smaller than a 20 gauge catheter
      2.1.2. Antecubital (AC) access site is preferred
      2.1.3. Make no more than one attempt at an AC access site
   2.2. Blood Glucose Level (BGL), if less than 80 mg/dl, administer:
      2.2.1. Dextrose 10% IV Piggyback or IV Drip, hang a 250ml bag of 10% dextrose either piggyback to the normal saline bag or directly to IV hub/saline lock. Administer 100-200ml bolus. Reassess between boluses for improvements in mental status and/or improved BGL. May repeat boluses as needed until the patient becomes alert or BGL greater than 80 mg/dl is achieved. (700-A03)
   2.3. Obtain 12 Lead ECG while en route, and treat dysrhythmia or cardiac symptoms, if present (700-A14)
3. **Stroke Center Transport Determination**

3.1. If patient has four (4) points on the G.F.A.S.T stroke screening and a last seen well time of six (6) hours or less, transport the patient to a Comprehensive Stroke Center *(Policy 602)*.

3.2. If patient has three (3) or less points on the G.F.A.S.T stroke screening and/or a last seen well time of greater than six (6) hours, transport the patient to the closest Stroke Center (Comprehensive or Primary) *(Policy 602)*.

3.3. Transporting crews shall notify the receiving hospital of a “Stroke Alert” when transporting a suspected stroke patient that meets Comprehensive or Primary Stroke Center Criteria.

4. **Special Considerations**

4.1. If there is a reliable historian on scene that can state the patient’s Last Time Seen Well, ensure that their contact number is collected for the physician.

5. **Stroke Center Transport Determination Flow Chart**

```
   G.F.A.S.T STROKE SCREENING
      
      4 POINTS
      
      >6 HOURS
      
      ≤6 HOURS
      
    ≤3 POINTS

   TRANSPORT TO CLOSEST STROKE CENTER
   (PRIMARY OR COMPREHENSIVE)

   TRANSPORT TO
   COMPREHENSIVE STROKE CENTER
```
DATE: August 14, 2018

TO: Board of Supervisors

FROM: Jackie Lowther, EMS Director

SUBJECT: Agreement with City of San Jose (Fire Department)

RECOMMENDED ACTION

Approve Agreement with City of San Jose relating to providing funding for the purchase of products or services that benefit the Santa Clara County Emergency Medical Services system in an amount not to exceed $472,706 for period August 14, 2018 through December 31, 2018, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS

Approval of the recommendation would have no net impact to the County General Fund. The agreement with the City of San Jose would be funded by the Emergency Medical Services ("EMS") Trust Fund. The use of the trust fund for this purpose was approved by the Board of Supervisors through the FY17-18 budget and the rollover process.

CONTRACT HISTORY

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 operational procedures.

The Board of Supervisors has designated the Emergency Medical Services Agency as the County's local EMS agency pursuant to Section 1797.200 of the California Health and Safety Code. The County currently contracts with various fire departments for the purpose of authorizing operation in the Santa Clara County Exclusive Operating Area for EMS response to 911 calls. The County currently has a non-monetary agreement with the City of San Jose for operation in the Santa Clara County Exclusive Operating Area for Emergency and Advanced Life Support response to 911 calls. This Exclusive Operating Area agreement stipulates that the City of San Jose may participate in First Responder funding that is provided in the Exclusive Operating Area if various performance standards are met.
The amount of funding allocated to each eligible fire department is based on total available funds divided by the 911 call volume for each city in the year of the request.

Funding has previously been provided to the City of San Jose for the initial phases of the EMS Data Project. In FY13, they were provided with $225,776.89. In FY 14, they were provided with $199,373.89. In FY16, they were provided with $186,159.63.

**REASONS FOR RECOMMENDATION**

Funds provided to the City of San Jose (Fire Department) would allow the Fire Department to collect and input patient care data (chief complaint, demographics, treatment provided, etc.) into the EMS Database while still at the patient's side. In the past, such information was collected at the site of the incident, but was then inputted at a later time, once the crew had returned to the fire station. Immediate reporting of fire department patient care data into the EMS Database will allow the fire department's data to be incorporated into the pre-hospital electronic patient care record, when the patient arrives at the emergency department or other destination.

In addition, funding would be provided for the purchase of video laryngoscopes that would assist paramedics with better airway visualization. This would increase the ability for paramedics to intubate.

<table>
<thead>
<tr>
<th>Project Area</th>
<th>Project Area Name</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Fire Department Hardware &amp; Field Capture</td>
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<td>Video Laryngoscopes</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$472,706.06</strong></td>
</tr>
</tbody>
</table>

**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**

The Santa Clara County EMS Agency has statutory responsibility for oversight and regulation of the delivery of emergency medical services within the County of Santa Clara. The EMS Agency is responsible for developing and coordinating an integrated emergency medical services delivery system, composed of medical communication centers, fire service-based first responders, the County ambulance provider, other non-emergency ambulance providers, helicopter medical providers, educational agencies, and hospitals.

The EMS Agency is responsible for system planning, approving training programs, designating ambulance providers and hospitals, establishing medical operations and quality
standards, monitoring and facilitating compliance with policies and procedures, and certifying, authorizing, and accrediting personnel. The EMS Agency is also responsible for disaster medical-health planning and response. This includes multiple patient management, emergency public health operations, and medical-health mutual aid coordination.

The County has a mix of permitted private and public EMS providers providing different levels of care, including basic life support (Emergency Medical Technician), Advanced Life Support (ALS) (Paramedic), and interfacility transport services via Critical Care Transport nurse or paramedic (Paramedic). The 9-1-1 EMS System Provider (County Ambulance) provides ALS level care on a daily basis and is responsible for treating and transporting ill and injured individuals. Fire departments and law enforcement ensure first responder and scene safety for the injured and crews.

The projects funded by the agreement with the City of San Jose would adhere to the requirements of the Santa Clara County EMS System Policy 309: Comprehensive EMS Patient Care Data System.

**CONSEQUENCES OF NEGATIVE ACTION**

Failure to approve the recommended action would impact the EMS Agency's ability to provide First Responder funding to the City of San Jose for projects that benefit Santa Clara County's EMS System.

**STEPS FOLLOWING APPROVAL**

Upon approval, the Clerk of the Board will send one signed copy of the agreement to SCVHHS - Contract Solutions Department, 2325 Enborg Lane, Suite 320, San Jose, CA 95128, Attn: Veronica Vargas Soliz.

**ATTACHMENTS:**

- Agreement - City of San Jose (PDF)
AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SAN JOSE

This is an Agreement by and between the County of Santa Clara ("County") and the City of San Jose ("Provider" and/or "Contractor") to provide funding for the purchase of products or services that benefit the Santa Clara County Emergency Medical Services ("EMS") system.

The parties agree to comply with the General Terms and Conditions contained in Sections 1-26 of this Agreement and provisions contained in Exhibit A: Scope of Service and Exhibit B: Insurance Requirements, which are attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate originals.

COUNTY

S. Joseph Simitian
President
Board of Supervisors

CITY OF SAN JOSE

Leland Wilcox
Chief of Staff
Office of the City Manager
City of San Jose

ATTEST

Megan Doyle
Clerk of the Board of Supervisors

APPROVED AS TO FORM

DEPUTY CITY ATTORNEY

Approved BY:

Rene Santiago
7/25/2018

Rene G. Santiago
Deputy County Executive
Santa Clara Valley Health & Hospital System

Approved BY:

John Cookingham
7/25/2018

John Cookingham
Chief Financial Officer
Santa Clara Valley Health & Hospital System

APPROVED AS TO FORM AND LEGALITY BY:

Jenny Lam
7/24/2018

Jenny S. Lam
Deputy County Counsel
THEREFORE, COUNTY and CONTRACTOR agree as follows;

1. **Background**
   To support the Santa Clara County EMS System, the County may provide funding to EMS First Responders for the purchase of products or services that provide a benefit to the Santa Clara County EMS System. All products or services must adhere to the requirements mandated by the Santa Clara County Prehospital Policy 309 – Comprehensive EMS Patient Care Data System ("Prehospital Policy 309").

2. **Term**
   This Agreement is effective as of the date it is fully executed through December 31, 2018 unless terminated earlier in accordance with Section 5.

3. **Compensation and Payment**
   a. The maximum financial obligation for all services provided under this Agreement shall not exceed $472,706.06 for the term of the Agreement. The County does not guarantee any minimum compensation payable under this Agreement.

   b. Contractor shall invoice County for the purchase of approved hardware and/or services under this Agreement to the satisfaction of County according to Exhibit A (Scope of Services). Contractor's invoices shall be in a form that is acceptable to County. Contractor must submit supporting data and documentation, such as third party receipts, as requested by the County.

   All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments found necessary as a result of auditing shall be reimbursed back to the County in full.

   c. County shall inform Contractor of any disputed invoice and the parties shall use their best efforts to resolve such disputes expeditiously. Any undisputed portion of the invoice shall be paid without delay as set forth above. County shall not pay any disputed portion of any invoice until Contractor has resolved the dispute to the satisfaction of the County. After disputed charges are substantiated and approved, County shall make payment to the Contractor accordingly.

   d. The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.
☐ 2.25% 10 Net 45 (provides 35 days of cash acceleration)
☐ 2.00% 15 Net 45 (provides 30 days of cash acceleration)
☐ 1.75% 20 Net 45 (provides 25 days of cash acceleration)
☐ 1.33% 25 Net 45 (provides 20 days of cash acceleration)
☐ 1.00% 30 Net 45 (provides 15 days of cash acceleration)
☐ Net 45 (full payment)

Note: Payment term will default to “Net 45 (full payment)”, if no other term was selected. Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network.

Contractor must have a registered account on the Ariba Network to utilize this functionality.

4. Indemnification & Insurance
   a. Indemnity: Contractor will indemnify County as set forth in Exhibit B (Insurance Requirements).

   b. Insurance: Without limiting the Contractor’s indemnification of the County, the Contractor will provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverages and provisions set forth in Exhibit B (Insurance Requirements). Contractor agrees that failure to provide evidence of such required insurance coverages and provisions will result in the County withholding payment until all such evidence is provided to the County.

5. Termination
   a. County may terminate this Agreement at any time, without cause, by providing thirty (30) days prior written notice in the manner described in Section 10. Termination shall take effect automatically upon the expiration of the thirty (30) day notice period.

   b. County may terminate this Agreement for cause upon 14 days written notice to Provider. For the purposes of this Agreement, “cause” includes, but is not limited to, any of the following: a) Assignment, delegation, or subcontracting by Provider of this Agreement without the prior written consent of the County, which County may withhold in its sole and absolute discretion, b) Violation by Provider of any applicable laws, rules, regulations, policies, or procedures, c) Failure to respond to requests for information as required by this Agreement,
and d) Any other material breach of this Agreement by Provider. Such notice shall specify the reason for termination and shall indicate the effective date of such termination.

c. This Agreement is contingent upon the existence of a current 911 Emergency Medical Services Provider Agreement ("EMS Agreement") between the County and the Provider. If the EMS Agreement is terminated or expires without a successor in place, this Agreement shall automatically terminate concurrent with the termination or expiration of the EMS Agreement.

6. Status of Parties
This is an Agreement by and between independent contractors and shall not be construed to create an employment, agency partnership, or joint venture relationship. Neither Contractor nor its employees or agents shall be considered County employees, and they shall not be entitled to any of the benefits enjoyed by County employees, including, but not limited to, salary, vacation pay, sick pay, retirement, or workers' compensation, unemployment benefits, or any other County employee benefits.

7. Assignment
This Agreement shall not be assigned, in whole or in part, without the prior written consent of the County.

8. Contracting Principles
Contractor agrees to comply with the County’s Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

9. Compliance With All Laws, Including Nondiscrimination, Equal Opportunity and Wage Theft Prevention

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage laws.

(4) Definitions: For purposes of this section, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section 9, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.
(9) Material Breach: Failure to comply with any part of this Section 9 shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

(i) Suspend or terminate any or all parts of this Agreement.
(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
(iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section 9 on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

10. Notices
All notices required by this Agreement shall be deemed given when in writing and delivered personally, or five (5) days after deposited in the United States mail, postage prepaid, return receipt request, addressed to the other party at the address set forth below or at such other address as the party may designate in writing in accordance with this section.

To COUNTY: 
Jackie Lowther, RN, EMS Director 
Santa Clara County EMS Agency 
700 Empey Way 
San Jose, California 95126

To CONTRACTOR: 
Robert Sapien Jr, Fire Chief 
City of San Jose 
1661 Senter Road, 3rd Floor 
San Jose, California 95112

11. Monitoring & Records

a. Monitoring
Provider shall permit the County and its authorized representatives to monitor Provider’s performance of this Agreement. To the extent permitted by law, such monitoring may include, but is not limited to, audits and review of records related to this Agreement. Upon County’s request, Provider shall provide the County with access, through representatives of the Provider, to facilities, financial and employee records that are related to the purpose of this Agreement, except where prohibited by federal or state laws, regulations or rules. Monitoring by the County shall be permitted at any time during Provider’s normal business hours upon no less than ten (10) business days advance written notice and may occur up to one year following termination of the Agreement. Provider shall also provide to the County copies of any financial audits that have been completed during the term of the contract within one week of the completion of such audit.

Agreement Between the County of Santa Clara and the City of San Jose — EMS Data System Support Services
Page 7 of 18
Provider shall designate a project coordinator responsible for overseeing the performance of this Agreement, and serving as County's primary contact for the purpose of monitoring this Agreement. Provider’s project coordinator shall cooperate with the County’s periodic review of Provider’s performance. Provider shall notify County in writing of the designation of the project coordinator and any change thereto.

b. **Maintenance and Availability of Records**
Provider shall maintain records including, but not limited to, service and financial records adequate to demonstrate that the project is achieving its purpose, that billing is accurate, that all applicable local, state, and federal laws, rules, regulations, policies and procedures are met, and that adequate internal fiscal controls are maintained. These records shall be made available to representatives of the County of State of California or federal government upon request. All records pursuant to this Agreement shall be maintained for the term of this Agreement and for a period of five (5) years from termination or expiration of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under the provisions of this Agreement.

12. **Equipment**
   a. **Purchases of Equipment**
   Provider must maintain a log of any equipment purchased with funds received pursuant to this Agreement that includes a detailed description of the equipment purchased, the brand name, model number, serial number, and location.

   b. **Equipment Maintenance**
   Provider is solely responsible for any storage, service, training, and maintenance costs associated with any equipment and supplies purchased as a result of this Agreement.

   c. **Ownership of and Responsibility for Equipment and Supplies**
   Any equipment and supplies purchased under this Agreement shall be considered the property of Provider. Provider shall maintain and administer a sound business program for ensuring the proper use, maintenance, protection, insurance, and preservation of equipment purchased under this Agreement. Provider may not sell, transfer, or otherwise dispose of any equipment or supplies purchased under this Agreement without prior written approval by County, which may be withheld in County’s sole and absolute discretion; provided, however, that Provider may dispose of equipment without County's approval at the end of the equipment’s useful life or if Provider can demonstrate that it will maintain the same capability provided by the equipment to be disposed. Provider shall take reasonable steps to ensure that all equipment and supplies purchased under this Agreement are made available for use pursuant to a bonafide request for mutual-aid or inter-agency disaster assistance.
13. **Entire Agreement**
   This Agreement, including all Exhibits, represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

14. **Amendments**
   This Agreement may only be amended by a written instrument signed by the parties.

15. **Governing Law**
   This Agreement shall be construed and enforced in accordance with the laws of the State of California without considering choice of law rules. The parties agree to submit to the jurisdiction of the federal and state courts located in the County of Santa Clara. The parties agree that venue shall be Santa Clara County for all purposes.

16. **Conflict of Interest**
   Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

   In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

   If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that
capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of Contractor’s service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

17. California Public Records Act

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

18. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute 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.
19. **Counterparts**
   This Agreement may be executed in one or more counterparts, each of which shall be deemed to be in original, but all of which together shall constitute one and the same instrument.

20. **Severability**
   If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

21. **County No-Smoking Policy**
   Contractor 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.

22. **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.

23. **Use of Names and Logos**
   Neither party to this Agreement shall be permitted to use the other’s name, logo or corporate identity for any purpose without prior written consent for the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days’ prior notice from the consenting party.

24. **Assignment of Clayton Act, Cartwright Act Claims**
   Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (14 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

25. **Survival**
   All representations and warranties contained in Section 16 of this Agreement and in any instrument, certificate, exhibit, or other writing attached hereto and incorporated
herein will survive the termination or expiration of this Agreement. In addition, Sections 3, 11, 12 and 15 shall survive termination or expiration of this Agreement.

26. **Contract Execution Policy**

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.
Exhibit A

SCOPE OF SERVICES

A. Background
For the benefit of the County EMS System, the County may provide EMS First Responders with funding to support certain projects described below.

1. Fire Department Hardware to Support Prehospital Policy 309 implementation

   a. Funds may be used to reimburse EMS First Responders for hardware or services that will support the Santa Clara County Comprehensive EMS Patient Care Data System.

   b. Purchases may consist of desktop and laptop computers, connectivity, peripherals, and/or services. Such purchases must be preapproved by the County.

2. Fire Department Field Capture
Funds may be used to reimburse EMS First Responders for costs associated with the purchase of devices and supporting hardware required to meet field capture requirements for patient care records, as set forth in Prehospital Policy 309. In order to receive reimbursement, EMS First Responders shall:

   a. Procure and place into service field capture hardware that will enable the collection of patient care data at the patient’s side. This may consist of tablets, laptops, or other remote data collection devices that support the ImageTrend-based EMS Data System, as approved in advance by the EMS Agency.

   b. Procure and place into service field capture hardware that will transmit patient care data electronically from the scene of an EMS response to the server identified by the EMS Agency.

3. Video Laryngoscopes
Funds may be used to reimburse EMS First Responders for the costs associated with the purchase of video laryngoscopes to be deployed on paramedic units operated by EMS First Responders. The funding provided is anticipated to cover approximately 50% of Providers permitted paramedic units.

   a. EMS First Responders may only purchase the EMS Agency approved KingVision Video Laryngoscope (Reusable Digital Display).

   b. EMS First Responders must place into service and use the equipment on approximately 50% of Providers permitted paramedic units.
Funding provided to EMS First Responders for any of the above-described projects is contingent upon compliance with the following requirements:

1. On or before November 1, 2018, EMS First Responders shall provide documentation sufficient to show proof of purchase of products or services, and that all purchases are in compliance with the requirements set forth in this Scope of Service. If an EMS First Responder has not expended the funds prior to November 1, 2018, the EMS First Responder must return all allocated funds.

2. On or before December 31, 2018, EMS First Responders shall provide documentation sufficient to show proof that 1) field capture devices and computers are effectively running the required data systems, and 2) that video laryngoscopes have been deployed and are in use.

3. Patient care data must be received by the Server consistent with Prehospital Policy 309.

B. Funds Allocation for Provider
The County’s maximum financial obligation under this Agreement shall not exceed $472,706.06 for the term of the Agreement. Subject to the requirements set forth above, Provider may be reimbursed for the following approved purchases:

<table>
<thead>
<tr>
<th>Project</th>
<th>Available Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project 1: Fire Dept. Hardware to support Prehospital Policy 309 implementation</td>
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</tr>
<tr>
<td>Project 2: Fire Dept. Field Capture</td>
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</table>
EXHIBIT B
INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE $100,000
(REvised 9/2016)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "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 Contractor 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 this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance**—for bodily injury (including death) and property damage which provides limits as follows:
   
   a. Each occurrence - $1,000,000
   
   b. General aggregate - $2,000,000
   
   c. Products/Complete Operations aggregate - $2,000,000
   
   d. Personal Injury - $1,000,000

2. **General liability coverage shall include:**
   
   a. Premises and Operations
   
   b. Products/Completed
   
   c. Personal Injury liability
   
   d. Severability of interest

3. **General Liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

**Additional Insured Endorsement**, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.
4. **Automobile Liability Insurance**

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement.)

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers’ Compensation and Employer’s Liability Insurance**

   a. Statutory California Workers’ Compensation coverage including broad-form all-states coverage.

   b. employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. **Special Provisions**

   The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
DATE: October 16, 2018
TO: Board of Supervisors
FROM: Jackie Lowther, EMS Director
SUBJECT: Agreement with Falcon Critical Care Transport

RECOMMENDED ACTION
Approve no-cost Agreement with Falcon Critical Care Transport relating to providing basic life support, advanced life support, and critical care transport for non-911 service for period October 16, 2018 through June 30, 2019, that has been reviewed and approved by County Counsel as to form and legality. An exemption to competitive procurement has been approved by the Office of Countywide Contracting Management pursuant to Board of Supervisors Policy 5.6.5.1(D)(1).

FISCAL IMPLICATIONS
Approval of the recommended action will not require modification to the Emergency Medical Services Department’s Adopted FY 2018-19 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. Annual fees have been included in the Department’s budget.

CONTRACT HISTORY
None. This is the first agreement with Falcon for this purpose.

REASONS FOR RECOMMENDATION
Pursuant to Board Policy 5.6.5.1 (D)(1), exemptions to competitive procurement must be approved by the Office of Countywide Contracting Management (OCCM). Attached to this Legislative File is a copy of OCCM’s approval of the exemption.

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 does not hold a current delegation of authority to execute agreements. The Department is requesting the approval of the agreement with Falcon. If approved, the
agreement will expire on June 30, 2019. All current agreements with ambulance providers for non-911 service expire on June 30, 2019. The agreement is attached for your 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 additional access to non-emergency ambulance services for health care providers and eliminate the ability to access additional non-911 ambulance providers when needed to augment 911 EMS response services in the County.

**STEPS FOLLOWING APPROVAL**

Upon approval, the Clerk of the Board will send one signed copy of the agreement to SCVHHS – Contract Solutions Department, 2325 Enborg Lane, Suite 320, San Jose, CA 95128, Attn: Veronica Vargas Soliz.

**ATTACHMENTS:**

- Approval Request for Exemption to Competitive Procurement - Falcon Critical Care Transport - with vvs edits - 8.30.18 - APPROVED (PDF)
- MOU - Falcon Critical Care Transport - Ambulance Provider Services (PDF)
EXEMPTIONS TO COMPETITIVE PROCUREMENT
(For Professional Services)

Date of Submission: 08/30/2018
Submit document via email to: PreApproval.PS@prc.sccgov.org

<table>
<thead>
<tr>
<th>Proposed Contractor/Consultant:</th>
<th>Falcon Critical Care Transport</th>
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<tbody>
<tr>
<td>Total Estimated Value of the Service Agreement:</td>
<td>$ 0.00</td>
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<tr>
<td>Description of Service:</td>
<td>Provide basic life support and critical transport for non-911 services</td>
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<tr>
<td>User Agency/Department(s):</td>
<td>Emergency Medical Services Agency</td>
</tr>
<tr>
<td>Requesting Agency/Department Contract Manager/Coordinator: Name:</td>
<td>Jason Weed, EMS Specialist</td>
</tr>
<tr>
<td>Phone:</td>
<td>408-794-0621</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:jason.weed@ems.sccgov.org">jason.weed@ems.sccgov.org</a></td>
</tr>
</tbody>
</table>

SECTION II
Mark appropriate box for Contract/Agreement Signature Authority

- Board of Supervisors (approval needed from OCCM) October 16, 2018
- Delegated to Department Head or designee (approval needed from OCCM)
- Director of Procurement (approval needed from Procurement)

SECTION III
Pursuant to Board Policy 5.6.5.1. (D) (1), the following are EXEMPTIONS to Competitive Procurement for Professional Services. Select the appropriate exemption.

- (b) Educational Services: Procurement of educational services from a nonprofit institution. “Educational services” are services for instruction or training to employees or clients; “educational services” do not include consulting services for evaluation or non-instructional activities.
- (g) Newspapers and Publication Services: Notices and publication services used to post notices required by law, or the purchase of newspapers or publications sold by one vendor.
- (h) No cost memoranda of understanding (MOUs) or revenue agreements that are “non-exclusive.” “Non-exclusive” means that County participation in the MOU or revenue agreement does not prevent the County from entering into similar agreements on similar terms and that sufficient County resources are available to meet demand from others who may be interested.
- (i) Limited Extensions During Pending Protest: Extension of existing contracts where the goods and/or services provided under the existing contract are the subject of an ongoing procurement and the results of that procurement have been protested in accordance with Board Policy Protest Procedures.
- (k) Contracts with law firms, expert witnesses, consultants and investigators hired by the County through its County Counsel's Office to assist in legal matters.
- (l) Contracts with (i) retirees or previous employees performing duties similar to those performed during the time the individual was a County employee, (ii) individuals to temporarily cover vacant positions, and (iii) individuals hired according to the merit system process, which is a competitive process, but is governed under County Ordinance Sec. A25-34, relating to the Personnel Department – Merit System Rules, as opposed to the Procurement process.
SECTION IV
Provide brief but concise details to validate the selected exemption.

The agreement with vendor Falcon Critical Care Transport is non-exclusive. The County currently has nine (9) other agreements with other ambulance companies for the same service. This agreement does not prevent the County from entering into similar agreements on similar terms. The agreements with all providers, including Falcon Critical Care Transport requires them be a back-up provider in the 911 system during high demand or disasters.

SECTION V

Requesting Agency/Department Contracts Manager: Veronica Vargas Soliz Sr. HCPM
Print Name: Veronica Vargas Soliz
Signature: 8/30/2018
Phone: 408.885.5712
Email: veronica.vargassoliz@hhs.sccgov.org

Requesting Agency/Department Director: Jackie Lowther, EMS Director
Print Name: Jackie Lowther
Signature: 8/30/2018

SECTION VI
Decision and Required Step Following Decision (to be completed by OCCM or Procurement )

- [x] Approved
- [x] Attach to Legislative File
- [ ] Attach to Delegation of Authority Coversheet
- [ ] Attach to Service Agreement Checklist
- [ ] Approved with Conditions
- [ ] Comments:
- [ ] Returned for Possible Reconsideration
- [ ] Comments:
- [ ] Denied
- [ ] Comments:

SECTION VII

<table>
<thead>
<tr>
<th>County Executive - OCCM</th>
<th>Procurement</th>
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<tr>
<td>Chief Procurement Officer</td>
<td>Date: 9/17/2018</td>
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DocuSign Envelope ID: EA540472-1779-4108-839B-D947016A8A88
9/17/2018
9/17/2018
Chief Procurement Officer
XX

Revision Date – January 2018
EMERGENCY MEDICAL SERVICES AND AMBULANCE SERVICE PROVIDER AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
EMERGENCY MEDICAL SERVICES AGENCY
AND
FALCON CRITICAL CARE TRANSPORT

This Emergency Medical Services and Ambulance Service Provider Agreement (the “Agreement”) is made by and between the County of Santa Clara (“County”) and Falcon Critical Care Transport (“Provider”) (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) regulating ambulance personnel and protecting the public from the unsafe and unsanitary operation of ambulances; (4) authorizing adequate ambulance services in all areas of the county; and (5) allowing 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; and

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; and

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

MOU: Ambulance Service Provider Agreement - Falcon Critical Care Transport  Page 1 of 15
WHEREAS, this Agreement 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, Section 100168(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 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. October 16, 2018 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 any of the provisions 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 or 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. In addition to any other indemnification provision in this Agreement, Provider will indemnify, defend and hold the County harmless for any loss or damage arising out of, or in connection with, 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, 7-digit or 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 7-digit or 911 emergency response calls 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.

(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 and Insurance. Provider shall comply with the indemnification and insurance requirements attached as Exhibit A (Indemnification and Insurance Requirements).

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. The County may revise this Agreement 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. **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:

Peter Squellati, Head of Operations  
Falcon Critical Care Transport  
3508 San Pablo Dam Rd.  
El Sobrante, CA 94803

F. **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.
G. **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.

H. **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.

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

J. **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.

K. **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.

L. **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.
M. **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 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.

N. **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.

O. **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

S. Joseph Simitian, President
Board of Supervisors

CONTRACTOR

Peter Squellati
Head of Operations
Falcon Critical Care Transport

OCT 16 2018

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST

Megan Doyle
Clerk of the Board of Supervisors

OCT 16 2018

Approved By:

DocuSign by:

Jackie Lowther, RN
EMS Director
Santa Clara County EMS Agency

Date

DocuSign by:

Rene G. Santiago
Deputy County Executive
Santa Clara Valley Health & Hospital System

Date

DocuSign by:

John Cookinham
Chief Financial Officer
Santa Clara Valley Health & Hospital System

Date

DocuSign by:

Jenny S. Lam
Deputy County Counsel

Date

MOU: Ambulance Service Provider Agreement - Falcon Critical Care Transport

Page 11 of 15
Exhibit A
INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
(Rev. 9/2016)

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "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 Contractor 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 this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of
such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. **Commercial General Liability Insurance** - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence -$1,000,000
   b. General aggregate -$2,000,000
   c. Personal Injury -$1,000,000

2. **General liability coverage shall include:**
   a. Premises and Operations
   b. Personal Injury liability
   c. Severability of interest

3. **General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:**

   **Additional Insured Endorsement, which shall read:**
   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. **Automobile Liability Insurance**
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers' Compensation and Employer's Liability Insurance**
   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer's Liability coverage for not less than one million dollars
(1,000,000) per occurrence.

6. **Professional Errors and Omissions Liability Insurance**
   a. Coverage shall be in an amount of not less than one million dollars (1,000,000) per occurrence/aggregate.
   b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (50,000) per occurrence/event.
   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. **Claims Made Coverage**
   If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
   a. Policy retroactive date coincides with or precedes the Contractor’s start of work (including subsequent policies purchased as renewals or replacements).
   b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. **Special Provisions**
   The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if contractor will be receiving advanced funds or payments)
   Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds
received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
## Monthly Liquidated Damages for Response Time

**January 1, 2018 – December 31, 2018**

<table>
<thead>
<tr>
<th>Month / Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January-18</td>
<td>$265,000.00</td>
</tr>
<tr>
<td>February-18</td>
<td>$64,500.00</td>
</tr>
<tr>
<td>March-18</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>April-18</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>May-18</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>June-18</td>
<td>$14,000.00</td>
</tr>
<tr>
<td>July-18</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>August-18</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>September-18</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>October-18</td>
<td></td>
</tr>
<tr>
<td>November-18</td>
<td></td>
</tr>
<tr>
<td>December-18</td>
<td></td>
</tr>
<tr>
<td><strong>Total for CY18</strong></td>
<td><strong>$555,500.00</strong></td>
</tr>
<tr>
<td><strong>Average Monthly Total In Period</strong></td>
<td><strong>$61,722.00</strong></td>
</tr>
</tbody>
</table>
Applications Approved
July 1, 2018 – September 30, 2018

- ID Badge - Initial, 166, 27%
- EMT Certification - Initial, 99, 16%
- EMT Certification - Renewal, 69, 11%
- Paramedic Accreditation - Initial, 18, 3%
- Paramedic Accreditation - Renewal, 61, 10%
- Paramedic Intern, 9, 1%
- EMS ID Badge Lost/Stolen, 0, 0%
- Supervisor Renewal, 2, 0%
- ID Badge - Renewal, 202, 32%
The following policies and protocols were released or updated by the County of Santa Clara EMS Agency in August, September, and October 2018.

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Policy Name and Changes</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>603</td>
<td>Hospital Bypass</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>620</td>
<td>Interfacility Transfer - Ground Ambulance</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>620A</td>
<td>Permitted Ambulance Providers</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>620B</td>
<td>Trauma System Transfer Guidelines</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>620C</td>
<td>Stroke System Transfer Guidelines</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>620D</td>
<td>STEMI System Transfer Guidelines</td>
<td>10/1/2018</td>
</tr>
<tr>
<td>622</td>
<td>Ambulance Patient Offload</td>
<td>10/1/2018</td>
</tr>
</tbody>
</table>

Scheduled Future Policy Updates (Final versions will post to the EMS Agency website 30 days prior to effective date)

<table>
<thead>
<tr>
<th>Policy #</th>
<th>Policy Name and Changes</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>207</td>
<td>Mobile Intensive Care Nurse (MICN) Accreditation</td>
<td>11/8/2018</td>
</tr>
<tr>
<td>313</td>
<td>Public Safety First Aid Providers Scope of Practice and Optional Skills</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>700-A17</td>
<td>Traumatic Cardiac Arrest</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>700-M17</td>
<td>Extremity Hemorrhage Control</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>700-S01</td>
<td>Continuous Cardiopulmonary Resuscitation</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>700-S13</td>
<td>Use of Physical Restraints</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>700-X06</td>
<td>Pain Management (ALS Optional Scope)</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>811</td>
<td>Multiple Casualty Incident Plan</td>
<td>2/12/2019</td>
</tr>
<tr>
<td>811A</td>
<td>MCI Documents/Tools</td>
<td>2/12/2019</td>
</tr>
</tbody>
</table>
Date: November 15, 2018

To: Santa Clara County Emergency Medical Care Committee

From: John Blain, EMS Specialist, 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-AMR)
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 Compliance

County EOA Emergency Ambulance Service Responses

County EOA Emergency Ambulance Service Transports
Summary Title: PAFD Biannual Performance Report FY18

Title: Palo Alto Fire Department Biannual Performance Report for the Second Half of Fiscal Year 2018

From: City Manager

Lead Department: Fire

Recommendation
Staff recommends the City Council review the Second Palo Alto Fire Department Biannual Performance Report for Fiscal Year 2018.

Background and Discussion
In Fiscal Year 2015 the Palo Alto Fire Department (PAFD) identified performance reporting as a key initiative, and began reporting on key performance measures quarterly. Beginning Fiscal Year 2018, the Department will be submitting reports twice each year.

The report provides overall calls for service information, as well as more detailed information on the key service areas, including Emergency Medical Services, Fire Suppression, Rescue and Hazardous Materials Response, and Fire Prevention. The report also provides information on mutual and automatic aid with our regional public safety partners and internal workforce planning efforts.

Performance measures include the following:

- Calls for Service: This data provides information on the final outcome of all emergency response calls. The data is tracked in the Fire Department’s Record Management System, and uses standardized call type codes, which are defined by the National Fire Incident Reporting System (NFIRS). The report includes overall call volume by primary category, and a detailed listing of call type in the service type sections.

  In Fiscal Year 2018 the Department will be structuring and reporting on calls for service based on the NFIRS category groups in order to maintain consistency.
amongst various City performance reports and statistics sent to State and National reporting centers.

- **Response Times:** This aspect measures the time it takes from an emergency call or request for response being created in the dispatch center to the arrival of resources to the scene of the emergency. This information is tracked in the Computer Aided Dispatch (CAD) System, and the performance goals, or service levels, are set by Council in accordance with county and national standards.

- **Ambulance Transports:** The report provides the number of ambulatory transports to hospitals or other medical care facilities, and the proportion of Emergency Medical Calls that included transports. This information is tracked in the Fire Department’s Emergency Medical Record Management System.

- **Fire Containment:** This measures the proportion of building and structure fires that are contained to the area or room of origin within Palo Alto and Stanford Campus.

- **Mutual and Automatic Aid:** This includes the number and proportion of all incidents in which the PAFD provided aid to neighboring communities, as well as the aid received from neighboring Fire Departments. This information is tracked in the CAD System.

- **Permits:** This provides the count of facility, electric vehicle, and solar permits issued by the Fire Prevention Bureau. This information is currently tracked in the Development Center’s Records Management System.

- **Inspections:** A count of the total number of Hazardous Materials and State Mandated inspections is provided. In addition, an estimated number of inspections to be completed for the year is also provided to assess overall workload performance to date.

- **Fire and Life Safety Plans Reviewed:** This provides a total count of all plans reviewed, as well as the proportion of plans that were reviewed within the time guidelines.

- **Vacancies and Off-Line Employees:** This section provides the total number of budgeted full-time equivalent line personnel, current vacancies, and employees that are off line from workers compensation or light duty. This information is obtained from the Fire Department’s Staffing and Scheduling System (TeleStaff), as well as the City’s Personnel Management System.

- **Succession Planning Metrics:** This provides the number and proportion of line personnel that are eligible to retire, or will be eligible within the next five years.
This information is tracked in the City’s Personnel Management System. This report also provides the total number of hours line personnel have spent in an acting capacity. Personnel serving in an acting capacity are a key component of the Department’s overall succession planning efforts. Acting capacity allows junior officers to learn the responsibilities of higher ranks with guidance from senior officers. This information is tracked in TeleStaff.

- Training hours: The total number of training hours completed by all line personnel is provided, as well as the average number of hours per each line personnel on staff. This information is tracked in the Fire Department’s Record Management System. Local, State and Federal mandates require fire personnel to train a minimum of 20 hours per month.

Attachments:
- ATTACHMENT A_Coverletter
- ATTACHMENT B_BiAnnual Performance Report FY18.2
- Attachment C_EMS Survey
- Attachment D_Thank You Notes
Honorable Councilmembers,

I am pleased to provide the enclosed performance report for the second half of Fiscal Year 2018. This period marks a significant change in our deployment, as the changes and staffing reductions approved by City Council in October 2017 took effect at the beginning of this period in January 2018.

These changes were the result of a lengthy meet and confer process with the IAFF Union, Local 1319. The deployment changes shifted resources in order to better meet the needs of the community, increase ambulance availability, and spread the workload of the system more equitably amongst crews.

The Department has been closely monitoring the performance of the new deployment internally, and the enclosed performance report shows that the system is continuing to perform well. Response times remain consistent with those from the same period of the prior fiscal year.

We have also seen that with cross staffing and dispatch changes that the workload generated by the system is much more equitable across all units. This has allowed are busiest units to have time for fire inspections, training and other daily required tasks, which was previously a challenge with their call volume.

I am also happy to report to you that the Department is nearing completion of the Accreditation Process. The Palo Alto Fire Department embarked on the process in 2013, beginning with the development of the Strategic Plan. Accreditation allows us to take a close assessment of the Department’s policies, procedures and programs and identify areas of strength and where we can continue to improve. I am grateful to our staff for the hard work and countless hours put into this intensive process. On August 9, 2018, the Commission on Fire Accreditation International awarded the Fire Department accreditation. The Palo Alto Fire Department becomes the tenth municipal fire department in California to achieve accreditation.

Sincerely,

Eric Nickel, EFO, CFC, CFO
Fire Chief
Calls for Service

The Palo Alto Fire Department (PAFD) responded to a total of 4,344 calls for service in the second period of Fiscal Year 2018. This includes responses within Palo Alto, Stanford, and neighboring cities to provide Auto and Mutual Aid. Approximately eighty-three percent (83%) of calls are generated from Palo Alto, fifteen percent (15%) from Stanford, and the remainder from neighboring cities or requests for regional fire deployment.

The majority of calls were for Rescue and Emergency Medical Services, making up sixty-three percent (63%) of the responses. Table 1 below shows the main categories of the calls to which PAFD responded. Calls are classified based on the actual event occurred, rather than the initial call request.

<table>
<thead>
<tr>
<th>Call Type</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rescue and Emergency Medical Services Incidents</td>
<td>2,908</td>
<td>2,729</td>
</tr>
<tr>
<td>Good Intent</td>
<td>708</td>
<td>671</td>
</tr>
<tr>
<td>False Alarm and False Call</td>
<td>615</td>
<td>553</td>
</tr>
<tr>
<td>Service Call</td>
<td>267</td>
<td>228</td>
</tr>
<tr>
<td>Fire</td>
<td>70</td>
<td>84</td>
</tr>
<tr>
<td>Hazardous Condition, No Fire</td>
<td>133</td>
<td>78</td>
</tr>
<tr>
<td>Overpressure Rupture, Explosion, Overheat, No Fire</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>4,703</strong></td>
<td><strong>4,344</strong></td>
</tr>
</tbody>
</table>

Good Intent and False Alarm calls make up the second largest types of responses. Most calls for service that may be a true threat of fire, gas or other emergency hazard are actually found to be something else after Firefighters investigate the situation. These calls are coded as Good Intent calls. As well, many fire alarm activations are from causes other than fire or emergency hazard. These situations are categorized as False Alarm calls.

Emergency Medical Services

Emergency Medical Service (EMS) is the primary service that the Palo Alto Fire Department provides to Palo Alto and Stanford. While this shift toward EMS is being seen across the region, the Palo Alto Fire Department is the only Fire Department in the County that provides ambulance and transport services.

This is especially valuable to our community. The most recent Report from the Council on Aging Silicon Valley from 2012 indicates that Palo Alto has the highest percentage of the oldest
Of the 2,729 Emergency Medical Service calls the PAFD responded to in the second period of Fiscal Year 2018, the overwhelming majority were for medical, trauma and cardiac calls that did not involve a vehicle accident.

<table>
<thead>
<tr>
<th>Rescue and EMS Performance Measures</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Medical Service Incident</td>
<td>2,849</td>
<td>2,687</td>
</tr>
<tr>
<td>Extrication, Rescue</td>
<td>39</td>
<td>23</td>
</tr>
<tr>
<td>Lock-In</td>
<td>17</td>
<td>10</td>
</tr>
<tr>
<td>Rescue or EMS Standby</td>
<td>3</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,908</strong></td>
<td><strong>2,729</strong></td>
</tr>
</tbody>
</table>

This period reflects a slight dip in the number of Rescue and EMS Incident calls. The number of EMS calls that resulted in an ambulance transport to a local hospital or care facility, accounted for sixty nine percent (69%) of all EMS calls.

The most common rescue calls involved the removal of victims from a stalled elevator totaling twenty-three (23) which is also a decrease in comparison to the same period of the previous fiscal year. Lock-Ins also depict a decrease this period accounting.

**Response Time Goal Met:** At least 90% of first responder arriving on scene to EMS calls within 8 minutes.

This period the PAFD first responder arrived on scene to EMS calls within 8 minutes ninety-two percent (92%) of the time.

**Response Time Goal Met:** At least 99% of paramedic responder arriving on scene to EMS calls within 12 minutes.

This quarter the PAFD paramedic responder arrived on scene to EMS calls within 12 minutes ninety-nine percent (99%) of the time.
Fire Suppression

Very few of the potential fire calls coming into dispatch turn out to be a real fire once PAFD investigates the scene and cause of the concerning elements. This period PAFD responded to eighty-four (84) calls where fire was present, with seventy-five (75) in Palo Alto or Stanford. There were seven building fires that the Department responded to, five of which were contained to the area of origin.

Here are the descriptions of the building fires that we had between Jan 01 and June 30:

January 15, 2018
This fire was at the Three Seasons Restaurant. When the first due engine arrived, they reported heavy fire on the roof of a 2 story commercial building. There was also fire in the kitchen of the restaurant, which was also determined to be where the fire originated. Based on the investigation, the kitchen exhaust flue caught on fire and ran through the vent and eventually, the roof. Unfortunately, the restaurant has closed and has gone under extensive remodeling to repair fire damage.

March 6, 2018
This was a fire in a single family residence. The source of this fire was discovered in the corner of the garage before it was extinguished. Smoke from the fire had charged the home as well as the attic. Based on the investigation, the cause may have been faulty wiring.

March 25, 2018
This fire was reported as a duplex with flames seen from the front porch and spreading laterally to the attached unit and along the eves. The fire was knocked down from the exterior with no extension into the structure. Based on the first-in captain’s investigation, the fire seemed to be caused by faulty wiring.

May 7, 2018
This fire was reported as a fire in a laboratory. It was reported that it was a small fire in a battery test room and was extinguished with a CO2 extinguisher.

June 12, 2018
This fire took place at a 2 story single family residence. The first-in engine was able to make access and quickly knock down the fire. It appeared that the fire was possibly caused by a malfunctioning power supply unit.

June 16, 2018
Engine 65 responded to a private fire alarm at an apartment complex. Upon arrival, they heard an audible alarm. When the crews made access to the involved room, they found that the fire was extinguished by the activated sprinkler head. The cause was determined to be a faulty light fixture.
## Fire Suppression Measures

<table>
<thead>
<tr>
<th>Measures</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structure Fire</td>
<td>36</td>
<td>42</td>
</tr>
<tr>
<td>Mobile property (vehicle) fire</td>
<td>6</td>
<td>13</td>
</tr>
<tr>
<td>Natural vegetation on fire</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Outside rubbish fire</td>
<td>5</td>
<td>22</td>
</tr>
<tr>
<td>Special outside fire</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>70</strong></td>
<td><strong>84</strong></td>
</tr>
</tbody>
</table>

### Percent of first responder arriving on scene to Fire calls within 8 minutes

<table>
<thead>
<tr>
<th>Measures</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>First responder arriving on scene to Fire calls within 8 minutes</td>
<td>86%</td>
<td>88%</td>
</tr>
<tr>
<td>Average response time for first responder arriving on scene to Fire calls</td>
<td>5:22</td>
<td>5:43</td>
</tr>
</tbody>
</table>

### Fire Containment

<table>
<thead>
<tr>
<th>Measures</th>
<th>FY17</th>
<th>FY18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of building and structure fires contained to the room or area of origin</td>
<td>90%</td>
<td>71%</td>
</tr>
</tbody>
</table>

### Response Time Goal Not Met

At least 90% of first responder arriving on scene to Fire calls within 8 minutes.

This period the PAFD first responder arrived on scene to Fire calls within 8 minutes eighty-eight percent (88%) of the time. This goal is consistently near eight-five percent, and we are seeing consistent small increases as the department continues to explore ways to improve on this measure.

### Fire Containment Goal Not Met

At least 90% of building and structure fires contained to the room or area of origin.

This period there were seven (7) building or structure fires within Palo Alto or Stanford, of which five were contained to the room or area of origin. The two fires that spread beyond the area of origin had grown beyond the original area before crews arrived on scene. In both bases first responders arrived under six minutes.
Hazardous Materials

The Fire Department responded to a total of 77 calls related to hazardous material (HazMat) incidents. The most common HazMat call is spills and leaks of either natural or liquid petroleum gas (LPG) which totaled 42. This number accounted for fifty-five (55%) percent of HazMat calls. The second highest HazMat calls were related to electrical wiring or equipment problems. Twenty-six (26) of these calls account for thirty-four (34%) percent of all HazMat calls.

<table>
<thead>
<tr>
<th>Hazardous Materials Response Measures</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combustible/Flammable spills and leaks</td>
<td>32</td>
<td>35</td>
</tr>
<tr>
<td>Electrical wiring/Equipment problem</td>
<td>26</td>
<td>26</td>
</tr>
<tr>
<td>Accident, potential accident</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>Chemical release, reaction, or toxic condition</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Biological hazard</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>76</strong></td>
<td><strong>78</strong></td>
</tr>
</tbody>
</table>

Response Times

Average response time for first responder arriving on scene to Rescue & Hazardous Materials calls

<table>
<thead>
<tr>
<th></th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average response time</td>
<td>6:17</td>
<td>7:00</td>
</tr>
</tbody>
</table>
Mutual and Automatic Aid

The Fire Department previously held automatic aid agreements with five regional Fire Departments, including Mountain View, Menlo Park, San Mateo County, and Santa Clara County Fire. At the request of the City of Mountain View, the automatic aid agreement was modified at the beginning of January this year resulting in a significant decrease in the number of calls compared to the prior fiscal year. The Palo Alto Fire Department continues to advocate for the closest unit response and collects objective data to support improved services to all of our communities under the previous automatic aid agreement. Of the other jurisdictions where mutual aid was provided Santa Clara County received the next highest aid from the department yet in comparison to the previous period, the data shows aid provided decreased about 42%. Three other agencies provided mutual or automatic aid for calls within Palo Alto or Stanford on a total of 66 incidents.

<table>
<thead>
<tr>
<th>Mutual Aid Performances</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mutual and Auto Aid Provided</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mountain View Fire</td>
<td>189</td>
<td>30</td>
</tr>
<tr>
<td>Santa Clara County Fire</td>
<td>53</td>
<td>31</td>
</tr>
<tr>
<td>Menlo Park Fire</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>San Mateo County</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>All Mutual and Auto Aid Provided</td>
<td>247</td>
<td>66</td>
</tr>
<tr>
<td><strong>Mutual and Auto Aid Received</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mountain View Fire</td>
<td>193</td>
<td>44</td>
</tr>
<tr>
<td>Menlo Park Fire</td>
<td>30</td>
<td>13</td>
</tr>
<tr>
<td>Santa Clara County Fire</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>Woodside Fire</td>
<td>7</td>
<td>5</td>
</tr>
<tr>
<td>Moffett Fire</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Santa Clara City Fire</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>All Mutual and Auto Aid Received</td>
<td>251</td>
<td>66</td>
</tr>
</tbody>
</table>
Fire Prevention

The Fire Prevention Bureau ensures compliance with the Fire Code for the safety of occupants and protection of property. Fire Inspectors perform fire sprinkler and fire alarm inspections, plan checks, permitting, and field fire safety inspections with the goal of ensuring all construction complies with local and national codes.

The number of plans to review slightly decreased by 1% compared to reviews in FY17 during the same period. The Bureau has kept up with reviewing the majority of plans on time despite the sizeable workload increase, with ninety-six percent (96%) of plans reviewed on time.

The percentage of facilities inspected at sixteen percent (16%) is below the goal of twenty-five percent (25%). This is due to a staffing shortage, as one of the hazardous materials inspectors was out on disability for the duration of the reporting period. This was in addition to a vacancy created by a retirement at the beginning of the fiscal year. In the coming Fiscal Year, the Bureau expects to be fully staffed by September, as those on disability are expected to return and hiring processes will be finalized to fill vacancies.

<table>
<thead>
<tr>
<th>Prevention Bureau Performance Measures</th>
<th>FY17 JAN-JUN</th>
<th>FY18 JAN-JUN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Permits</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Permits Issued</td>
<td>324</td>
<td>232</td>
</tr>
<tr>
<td>Sprinkler Permits Issued</td>
<td>131</td>
<td>140</td>
</tr>
<tr>
<td>Electric Vehicle Permits Issued</td>
<td>21</td>
<td>1</td>
</tr>
<tr>
<td>Solar Permits Issued</td>
<td>154</td>
<td>69</td>
</tr>
<tr>
<td><strong>Inspections</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Inspections</td>
<td>4,205</td>
<td>4,964</td>
</tr>
<tr>
<td>Hazardous Material Inspections Completed</td>
<td>170</td>
<td>87</td>
</tr>
<tr>
<td>Number of Hazardous Material Inspections for the year</td>
<td>584</td>
<td>563</td>
</tr>
<tr>
<td>Percent of Hazardous Material Facilities Inspections Complete</td>
<td>29%</td>
<td>16%</td>
</tr>
<tr>
<td>State Mandated Inspections Completed</td>
<td>169</td>
<td>397</td>
</tr>
<tr>
<td>Number of State Mandated Inspections for the year</td>
<td>397</td>
<td>397</td>
</tr>
<tr>
<td>Percent of State Mandated Facilities Inspections Complete</td>
<td>43%</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Fire and Life Safety Plan Review</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plans Reviewed</td>
<td>998</td>
<td>985</td>
</tr>
<tr>
<td>Percent of Reviews Completed On-Time</td>
<td>97%</td>
<td>96%</td>
</tr>
</tbody>
</table>
Workforce Planning

This period marks the beginning of Deployment changes and staffing reductions approved by City Council in October 2017. The Department operates daily emergency response operations with a revised total of 86.00 FTE line personnel. This includes three battalions of crews that staff six stations in the City and Stanford 24 hours each day. Over the last period, the department has operated with 8.0 positions vacant and 7.0 employees off-line creating a total of 15.00 FTE positions that require backfilling with overtime.

The permanent vacancies are mostly within the Firefighter and Apparatus Operator Classifications; one vacancy in the Captain rank due to a retirement, and one vacancy in the Battalion Chief rank due to a promotion. The Department is currently conducting an entry level hiring process for a fall academy.

The Battalion Chief position is a critical middle management role, and in order to build on the Department’s succession planning efforts is in the process of updating the Acting Battalion Chief policies, with the goal of selecting Acting Battalion Chiefs through a process by winter 2018.

Training hours reported for this period reflect a drop which is significantly caused by a change of training and reporting software now used by the department. The Department is in the process of change management with regard to utilizing a new system for tracking training hours on duty. The reduced number reflects the transitional period, as the majority of training has not been accurately captured in the system. The Training Battalion Chief is working with crews and management staff to increase accountability with proper reporting. We should see an improvement and data that more accurately reflects training hours in the coming fiscal year.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Budgeted FTE</th>
<th>Vacancies</th>
<th>Off-Line (Workers Comp/Light Duty)</th>
<th>Personnel On Line</th>
<th>Percent of Personnel On Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battalion Chief</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>75%</td>
</tr>
<tr>
<td>Fire Captain</td>
<td>22</td>
<td>1</td>
<td>1</td>
<td>20</td>
<td>91%</td>
</tr>
<tr>
<td>Fire Apparatus Operator &amp; Fire Fighters</td>
<td>60</td>
<td>6</td>
<td>6</td>
<td>48</td>
<td>80%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>86</strong></td>
<td><strong>8</strong></td>
<td><strong>7</strong></td>
<td><strong>71</strong></td>
<td><strong>82%</strong></td>
</tr>
</tbody>
</table>
### Succession Planning

<table>
<thead>
<tr>
<th></th>
<th>FY17 JUL-DEC</th>
<th>FY18 JUL-DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Line Personnel Currently Eligible to Retire</td>
<td>26</td>
<td>21</td>
</tr>
<tr>
<td>Number of Line Personnel Eligible to Retire in Five Years</td>
<td>19</td>
<td>22</td>
</tr>
<tr>
<td>Percent of all Line Personnel Eligible to Retire within Five Years</td>
<td>48%</td>
<td>51.2%</td>
</tr>
<tr>
<td>Number of Acting Battalion Chief Hours*</td>
<td>84</td>
<td>-</td>
</tr>
<tr>
<td>Number of Acting Captain Hours</td>
<td>5,453</td>
<td>5,201</td>
</tr>
<tr>
<td>Number of Acting Apparatus Operator Hours</td>
<td>13,362</td>
<td>12,437</td>
</tr>
</tbody>
</table>

### Training

<table>
<thead>
<tr>
<th></th>
<th>FY17 JUL-DEC</th>
<th>FY18 JUL-DEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hours of Training Completed</td>
<td>14,587</td>
<td>8,018</td>
</tr>
<tr>
<td>Average Hours Per Line Personnel</td>
<td>95</td>
<td>113</td>
</tr>
</tbody>
</table>

*In the most recent Memorandum of Agreement with the Fire Chief’s Association, Battalion Chief’s cover each other’s vacancies with straight time. Rarely, a Fire Captain will work overtime to temporarily fill the shift vacancy for a Battalion Chief, but this is not captured in our systems as working out of class.
PAFD
VITAL SIGNS REPORT

SURVEYS RECEIVED 1-1-2018 THROUGH 6-30-2018
FILTERS: SURVEY: 1
1.0 EXECUTIVE SUMMARY

PAFD received a total of 142 responses for this period. The highest rated section was Communication, with a total score of 96.5. The lowest rated section was Billing, with a total score of 88.93.

• The Communication section had a 97.6% increase in Degree ambulance staff took your condition seriously Grado en que el personal del ambulancia se tomó en serio su condición.
• The Billing section had a 88.2% increase in Helpfulness of billing personnel Amabilidad del personal de facturación. This may be a focus for further improvement.
• Percentile ranking this period is lower 31.25%.

Cumulative Score: 94.19

The benchmark is the mean average of all responses for all services in the Feedback Innovations database.
<table>
<thead>
<tr>
<th>Statement</th>
<th>Score</th>
<th>Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionalism of person on the phone</td>
<td>94.6%</td>
<td>95.91%</td>
</tr>
<tr>
<td>Ability of person on phone to meet your needs</td>
<td>95.2%</td>
<td>96.02%</td>
</tr>
<tr>
<td>Speed in which person on the phone dispatched help</td>
<td>97.0%</td>
<td></td>
</tr>
<tr>
<td>Information given prior to ambulance arrival</td>
<td>94.8%</td>
<td>95.25%</td>
</tr>
<tr>
<td>Ambulance staff's concern for your privacy: La preocupación del personal del ambulancia en cuanto a su privacidad</td>
<td>95.6%</td>
<td>96.22%</td>
</tr>
<tr>
<td>Degree ambulance staff took your condition seriously: Grado en que el personal del ambulancia se tomó en serio su condición</td>
<td>97.6%</td>
<td></td>
</tr>
<tr>
<td>Ambulance staff's efforts to inform you about treatment: Los esfuerzos del personal del ambulancia para informarte sobre el procedimiento</td>
<td>95.4%</td>
<td>95.23%</td>
</tr>
<tr>
<td>Degree to which the ambulance staff worked together to care for you: Grado en que el personal del ambulancia trabajó en equipo para cuidar de usted</td>
<td>97.4%</td>
<td>97.13%</td>
</tr>
<tr>
<td>Your confidence in skill of ambulance staff: Su confianza en la experiencia del personal del ambulancia</td>
<td>97.0%</td>
<td>96.71%</td>
</tr>
<tr>
<td>Ambulance staff cared for you as a person: Cuidados recibidos por personal del ambulancia</td>
<td>96.8%</td>
<td>97.03%</td>
</tr>
<tr>
<td>How well your pain was controlled: ¿En qué grado se ha controlado su dolor?</td>
<td>93.14%</td>
<td></td>
</tr>
<tr>
<td>Your comfort when moved by ambulance staff: Su comodidad cuando fue trasladado por el personal del ambulancia</td>
<td>95.6%</td>
<td>95.21%</td>
</tr>
<tr>
<td>Comfort of ambulance ride: Confort durante el viaje en ambulancia</td>
<td>92.61%</td>
<td></td>
</tr>
<tr>
<td>Helpfulness of billing personnel: Amabilidad del personal de facturación</td>
<td>88.2%</td>
<td>91.37%</td>
</tr>
<tr>
<td>Ability of billing personnel to meet your needs: Capacidad del personal de facturación para satisfacer sus necesidades</td>
<td>89.0%</td>
<td>91.3%</td>
</tr>
<tr>
<td>Responsiveness of billing personnel to billing issues: Capacidad de respuesta a los problemas de facturación</td>
<td>88.8%</td>
<td>91.63%</td>
</tr>
<tr>
<td>Cleanliness of ambulance: Limpieza de la ambulancia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wait time to get an ambulance: Tiempo de espera para conseguir una ambulancia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Degree to which service was worth the fees: Grado en que el servicio es digno de los honorarios</td>
<td>90.8%</td>
<td>92.94%</td>
</tr>
<tr>
<td>Likelihood of recommending ambulance service: Probabilidad de recomendar el servicio</td>
<td>93.0%</td>
<td>94.97%</td>
</tr>
<tr>
<td>Overall rating of experience: Valoración general de la experiencia</td>
<td>94.8%</td>
<td>96.17%</td>
</tr>
</tbody>
</table>
## 2.0 IMPROVEMENT PRIORITY RANKING

<table>
<thead>
<tr>
<th>Rank</th>
<th>Question</th>
<th>Question (Spanish)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Professionalism of person on the phone</td>
<td>Profesionalidad de la persona al teléfono</td>
</tr>
<tr>
<td>2</td>
<td>Ability of person on phone to meet your needs</td>
<td>Capacidad de la persona al teléfono para satisfacer sus necesidades</td>
</tr>
<tr>
<td>3</td>
<td>Speed in which person on the phone dispatched help</td>
<td>Velocidad en que la persona al teléfono envió la ayuda</td>
</tr>
<tr>
<td>4</td>
<td>Information given prior to ambulance arrival</td>
<td>Información ofrecida antes de la llegada de la ambulancia</td>
</tr>
<tr>
<td>5</td>
<td>Helpfulness of billing personnel</td>
<td>Amabilidad del personal de facturación</td>
</tr>
<tr>
<td>6</td>
<td>Ability of billing personnel to meet your needs</td>
<td>Capacidad del personal de facturación para satisfacer sus necesidades</td>
</tr>
<tr>
<td>7</td>
<td>Responsiveness of billing personnel to billing issues</td>
<td>Capacidad de respuesta a los problemas de facturación</td>
</tr>
<tr>
<td>8</td>
<td>Cleanliness of ambulance</td>
<td>Limpieza de la ambulancia</td>
</tr>
<tr>
<td>9</td>
<td>Wait time to get an ambulance</td>
<td>Tiempo de espera para conseguir una ambulancia</td>
</tr>
<tr>
<td>10</td>
<td>Degree to which service was worth the fees</td>
<td>Grado en que el servicio es digno de los honorarios</td>
</tr>
<tr>
<td>11</td>
<td>Likelihood of recommending ambulance service</td>
<td>Probabilidad de recomendar el servicio</td>
</tr>
<tr>
<td>12</td>
<td>Ambulance staff's concern for your privacy</td>
<td>La preocupación del personal del ambulancia en cuanto a su privacidad</td>
</tr>
<tr>
<td>13</td>
<td>Degree ambulance staff took your condition seriously</td>
<td>Grado en que el personal del ambulancia se tomó en serio su condición</td>
</tr>
<tr>
<td>14</td>
<td>Ambulance staff's efforts to inform you about treatment</td>
<td>Los esfuerzos del personal del ambulancia para informarle sobre el procedimiento</td>
</tr>
<tr>
<td>15</td>
<td>Degree to which the ambulance staff worked together to care for you</td>
<td>Grado en que el personal del ambulancia trabajó en equipo para cuidar de usted</td>
</tr>
<tr>
<td>16</td>
<td>Comfort of ambulance ride</td>
<td>Confort durante el viaje en ambulancia</td>
</tr>
<tr>
<td>17</td>
<td>Your confidence in skill of ambulance staff</td>
<td>Su confianza en la experiencia del personal del ambulancia</td>
</tr>
<tr>
<td>18</td>
<td>Ambulance staff cared for you as a person</td>
<td>Cuidados recibidos por personal del ambulancia</td>
</tr>
<tr>
<td>19</td>
<td>How well your pain was controlled</td>
<td>¿En qué grado se ha controlado su dolor?</td>
</tr>
<tr>
<td>20</td>
<td>Your comfort when moved by ambulance staff</td>
<td>Su comodidad cuando fue trasladado por el personal del ambulancia</td>
</tr>
</tbody>
</table>

The Improvement Priority Ranking uses a combination of score and correlation to overall satisfaction to determine the most important areas for improvement. The closer to 1 the more important it is to your patients that this aspect of your service be improved upon.
TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY ................................................................. 1
2.0 IMPROVEMENT PRIORITY RANKING ........................................ 3
TABLE OF CONTENTS ........................................................................... 4
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  4.2 Communication .......................................................................... 6
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3.0 DEMOGRAPHIC INFORMATION

Respondents (153 Total)

Respondents (153 Total)
4.0 SECTIONS

4.1 Dispatch

Percentile ranking this period is lower 36.17%.

The Dispatch section showed a 95.4% increase overall from Previous Period to Current Period, with a total score of **95.4**. Drilling down by question for the Dispatch section:

- There was a 94.6% increase for *Professionalism of person on the phone Profesionalidad de la persona al teléfono*, with a score of 94.6.
- There was a 95.2% increase for *Ability of person on phone to meet your needs Capacidad de la persona al teléfono para satisfacer sus necesidades*, with a score of 95.2.
- There was a 97.0% increase for *Speed in which person on the phone dispatched help Velocidad en que la persona al teléfono envió la ayuda*, with a score of 97.0.
- There was a 94.8% increase for *Information given prior to ambulance arrival Información ofrecida antes de la llegada de la ambulancia*, with a score of 94.8.

### RESULTS FOR QUESTIONS IN THE DISPATCH SECTION

<table>
<thead>
<tr>
<th></th>
<th>Previous Period</th>
<th>Current Period</th>
</tr>
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</tr>
<tr>
<td><strong>Benchmark</strong></td>
<td>95.39</td>
<td>95.82</td>
</tr>
</tbody>
</table>
4.2 Communication

Percentile ranking this period is lower 41.67%.

The Communication section showed a 96.5% increase overall from Previous Period to Current Period, with a total score of **96.5**. Drilling down by question for the Communication section:

- There was a 95.6% increase for *Ambulance staff's concern for your privacy* *La preocupación del personal del ambulancia en cuanto a su privacidad*, with a score of 95.6.
- There was a 97.6% increase for *Degree ambulance staff took your condition seriously* *Grado en que el personal del ambulancia se tomó en serio su condición*, with a score of 97.6.
- There was a 95.4% increase for *Ambulance staff’s efforts to inform you about treatment* *Los esfuerzos del personal del ambulancia para informarle sobre el procedimiento*, with a score of 95.4.
- There was a 97.4% increase for *Degree to which the ambulance staff worked together to care for you* *Grado en que el personal del ambulancia trabajó en equipo para cuidar de usted*, with a score of 97.4.
4.3 Medical Care

Percentile ranking this period is upper 47.92%.

The Medical Care section showed a 95.48% increase overall from Previous Period to Current Period, with a total score of 95.48. Drilling down by question for the Medical Care section:

- There was a 97.0% increase for Your confidence in skill of ambulance staff Su confianza en la experiencia del personal del ambulancia, with a score of 97.0.
- There was a 96.8% increase for Ambulance staff cared for you as a person Cuidados recibidos por personal del ambulancia, with a score of 96.8.
- There was a 94.4% increase for How well your pain was controlled ¿En qué grado se ha controlado su dolor?, with a score of 94.4.
- There was a 95.6% increase for Your comfort when moved by ambulance staff Su comodidad cuando fue trasladado por el personal del ambulancia, with a score of 95.6.
- There was a 93.6% increase for Comfort of ambulance ride Confort durante el viaje en ambulancia, with a score of 93.6.

<table>
<thead>
<tr>
<th></th>
<th>Previous Period</th>
<th>Current Period</th>
</tr>
</thead>
<tbody>
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<tr>
<td>Benchmark</td>
<td>94.28</td>
<td>94.94</td>
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</table>
4.4 Billing

Percentile ranking this period is lower 27.08%.

The Billing section showed a 88.93% increase overall from Previous Period to Current Period, with a total score of 88.93. Drilling down by question for the Billing section:

- There was a 88.2% increase for Helpfulness of billing personnel Amabilidad del personal de facturación, with a score of 88.2.
- There was a 89.8% increase for Ability of billing personnel to meet your needs Capacidad del personal de facturación para satisfacer sus necesidades, with a score of 89.8.
- There was a 88.8% increase for Responsiveness of billing personnel to billing issues Capacidad de respuesta a los problemas de facturación, with a score of 88.8.
4.5 Service Quality

Percentile ranking this period is lower 29.79%.

The Service Quality section showed a 94.05% increase overall from Previous Period to Current Period, with a total score of 94.05. Drilling down by question for the Service Quality section:

- There was a 96.0% increase for *Cleanliness of ambulance Limpieza de la ambulancia*, with a score of 96.0.
- There was a 95.6% increase for *Wait time to get an ambulance Tiempo de espera para conseguir una ambulancia*, with a score of 95.6.
- There was a 90.8% increase for *Degree to which service was worth the fees Grado en que el servicio es digno de los honorarios*, with a score of 90.8.
- There was a 93.8% increase for *Likelihood of recommending ambulance service Probabilidad de recomendar el servicio*, with a score of 93.8.
4.6 Overall

Percentile ranking this period is lower 22.92%.

The Overall section showed a 94.8% increase overall from Previous Period to Current Period, with a total score of **94.8**. Drilling down by question for the Overall section:

- There was a 94.8% increase for *Overall rating of experience* *Valoración general de la experiencia*, with a score of 94.8.

<table>
<thead>
<tr>
<th></th>
<th>Previous Period</th>
<th>Current Period</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Score</strong></td>
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<td>94.8</td>
</tr>
<tr>
<td><strong>Benchmark</strong></td>
<td>95.54</td>
<td>96.17</td>
</tr>
</tbody>
</table>
February 22, 2018

Police Chief Robert Jonsen  
Palo Alto Police Department  
275 Forest Avenue  
Palo Alto, CA  94301  

Re: Officer Hubbard, Badge#6986

Dear Police Chief Jonsen,

I am writing to commend one of your police officers, Officer Hubbard.

I was involved in an accident on the evening of February 3, 2018. I was driving on Fabian Way in South Palo Alto when an elderly couple walked in front of my vehicle. This resulted in a low speed collision. Fortunately, at the time, the couple did not appear to have sustained major injuries. We called 911 and the fire department/paramedics arrived promptly as did Officer Hubbard to assess the situation.

The paramedics assessed and treated both pedestrians involved in the accident. Both were brought to the hospital for further evaluation. Officer Hubbard assisted in securing the area, diverting the local traffic, assessing the scene of the accident and taking statements from myself and the other party regarding the accident.

I found Officer Hubbard to be very calm and professional throughout the entire incident. I have never been involved in an accident of this type and it was a very chaotic and stressful experience. He calmly explained the protocol in this type of situation and was very patient and thorough in answering any questions I had following the accident.

Obviously, nobody ever wishes to be involved in an accident but accidents do happen. I am grateful to the Palo Alto Fire Department/paramedics who assisted the injured pedestrians and to Officer Hubbard who assisted to control the site of the accident. Having only moved to Palo Alto a couple years ago, this was the first time I have needed the services of the Palo Alto Fire Department and Police Department. I was VERY impressed with the quality of service provided by both.

Please convey my gratitude to Officer Hubbard for his outstanding service.

Sincerely,

[Signature]

Daniel [Redacted]
Palo Alto, CA  94301
Jesus,

Thanks for making this little girl’s day! It looks like her fender is bent, and she couldn’t ride her bike unless you removed it. Add bike repair to our list of things we do for the community.

If you don’t mind, I’d like to share this with the City Manager’s Office and Council as another example of PAFD members fulfilling our mission. I will make sure we get this note in your personnel file.

Best,
Eric

From: Matt Elgin [mailto:mattelgin@gmail.com]
Sent: Thursday, May 10, 2018 6:12 PM
To: Fire
Subject: Thank you

Your kind fireman saved the day for my daughter, thanks! (Picture Included)
June 5, 2018

Fire Administration
250 Hamilton Avenue
Attn: Chief Eric Nickels
6th Floor
Palo Alto, CA 94301

On May 18, 2018 I was taken ill and had to go to the PAMF Urgent Care Dept. After being examined it was decided that I needed to go to the Stanford Hospital. This was approximately 7:00pm. The doctor felt it was urgent and had the staff call 911.

The ambulance was there immediately and a staff of I think 5 arrived and took over. From that moment I was in the care of the best EMTs anyone could ask for. They were reassuring, kind and knowledgeable. I don’t have enough words to convey to you how professionally your team treated me. They monitored my vital signs, calmed me down and got me into the hospital quickly. They even made me laugh. Three of their names are James, John and Brandt or Brent. I hope I am right on these names, but it was a stressful time they made bearable.

This note is to thank them very much and to let you know how well your staff cares for our citizens.
Sincerely

Margaret
Palo Alto CA
Sent: Friday, June 15, 2018 1:59 AM
To: Fire; Police
Cc: Keene, James; Hoyt, George
Subject: Appreciation Re: June 11, 2018 - Monday Evening Fire on Palo Alto Ave

Hello City of Palo Alto, Fire Department and Police Department;

I just want to put down in words, my appreciation for how the Fire and Police Department folks responded in our hour of need. You folks were unbelievably speedy getting to us within minutes, amazing in your teamwork and utterly awesome in your courtesy throughout the emergency. And it was noticed, the great care you took with precious computer equipment.

I am a resident of Palo Alto Ave. I woke from a nap around 10 pm to hear my upstairs neighbor say he saw smoke in his stairwell and was calling 911. In the two minutes it took me to grab the kitty and laptop, a policeman was already walking up to the door to guide us off the property. Just then, my next door neighbor rushed past into his apartment with the fire and I heard him say “Hurry, it’s still a small fire, you can put it out!” Looking around we saw the firemen had arrived and were approaching. You contained it and prevented a disaster. Within the hour you were back out to us, answering our anxious questions and helping us to retrieve our car keys and bare essentials as we figured out how to cope with housing for the night. The National Disaster coordinator as well as the Red Cross and our neighborhood residents present were all wonderful, offering help and a place to stay as we digested our situation.

Wednesday, on my way to clean up I met the building inspector on the street and he was most helpful in his efforts to make it possible for power to be re-established, so that we could get back into our living spaces. That day I also ran into the doctor two houses down. He stopped to ask how we were and then spoke of his admiration for the impressive teamwork shown by the fire fighters who responded, three fire engines worth! I don’t know what stations they came from but - Thank You! You made a tough time easier.

Today Thursday, I saw a team of police officers gathered at our place. I asked what they were up to - and they said “To learn from the situation”. The shock of the last few days is unravelling and with time to take a breath, I thought, its time to let you know what your efforts mean at this end. I cannot think of a better group of people for a community to rely on, you are much appreciated.

With admiration and gratitude,

Viviane
From: Lanie Wheeler [mailto:hswdw14@gmail.com]
Sent: Tuesday, June 19, 2018 3:43 PM
To: Nickel, Eric; Jonsen, Robert; Keene, James
Subject: Many thanks

Last Friday morning our family had the experience of needing to place a call to 911, resulting in a visit from the Palo Alto Fire Department paramedics and the Palo Alto Police Department and subsequent transport to the Stanford Hospital Emergency Room.

I just felt compelled to let you all know how professionally and caringly each of the responders from the initial 911 operator to the paramedics to the police officer who remained with me after the ambulance left our house treated both my husband and me.

I was too rattled to get any of their names except for Yolanda Clausen who left her card with me. The case number was [REDACTED] If you can tie that back to specific responders, please let them know how grateful I am to them. I just know their work played a huge part in the prognosis for my husband's eventual recovery.

Lanie Wheeler
Current Non-911 Private Ambulance Providers:

<table>
<thead>
<tr>
<th>Provider</th>
<th>Levels of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Medical Response - Sutter</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Bayshore Ambulance</td>
<td>CCT, BLS</td>
</tr>
<tr>
<td>Falck North America</td>
<td>CCT, ALS, BLS</td>
</tr>
<tr>
<td>Falcon Critical Care Transport</td>
<td>CCT, 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>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 resources (as of 10/29/18):

<table>
<thead>
<tr>
<th>Provider</th>
<th>Santa Clara County Resources</th>
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<tbody>
<tr>
<td>American Medical Response - Sutter</td>
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<tr>
<td>Bayshore Ambulance</td>
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<tr>
<td>Falck North America</td>
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<td>Falcon Critical Care Transport</td>
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<td>Norcal Ambulance</td>
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<td>Pro Transport-1</td>
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<td>Silicon Valley Ambulance</td>
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<tr>
<td>Westmed Ambulance</td>
<td>26</td>
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<tr>
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Number of field inspections of ambulances and fire apparatus during CY2018:

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<tr>
<th>Resource Type</th>
<th>Inspections</th>
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<td>Ambulances (Fire, EOA, and Non-911)</td>
<td>50</td>
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<tr>
<td>Fire Apparatus (Non-Transport)</td>
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911 Ambulance Responses to County Custody Facilities

911 Ambulance Responses to SCVMC Clinics
Transition of Care Time - 90th Percentile

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<td>Jun-18</td>
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<td>0:14:26</td>
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<td>Jul-18</td>
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<td>Sep-18</td>
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## APOT 2 - October 2018

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<th>61-120 minutes</th>
<th>121-180 minutes</th>
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<tr>
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<tr>
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<tr>
<td>LGH</td>
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<td>92</td>
</tr>
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<td></td>
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<tr>
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<td>0.7%</td>
<td>0.1%</td>
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<td></td>
</tr>
</tbody>
</table>
Report for Time Period: October 2018

Table 1: Number of Patients Transported to Hospital ED from 9-1-1 System*

<table>
<thead>
<tr>
<th>Hospital (Diversion Zone)</th>
<th>May-18</th>
<th>Jun-18</th>
<th>Jul-18</th>
<th>Aug-18</th>
<th>Sep-18</th>
<th>Oct-18</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanford (North)</td>
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<td>473</td>
<td>451</td>
<td>457</td>
<td>496</td>
<td>419</td>
<td>2,767</td>
</tr>
<tr>
<td>El Camino - Mt. View (North)</td>
<td>731</td>
<td>676</td>
<td>700</td>
<td>681</td>
<td>678</td>
<td>780</td>
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<tr>
<td>Kaiser - Santa Clara (North)</td>
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<td>677</td>
<td>659</td>
<td>720</td>
<td>696</td>
<td>699</td>
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<tr>
<td>Regional - San Jose (Central)</td>
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<td>1,201</td>
<td>1,333</td>
<td>1,339</td>
<td>1,265</td>
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</tr>
<tr>
<td>O'Connor (Central)</td>
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<td>496</td>
<td>516</td>
<td>423</td>
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<tr>
<td>VMC (Central)</td>
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<tr>
<td>Good Samaritan (South)</td>
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<td>704</td>
<td>722</td>
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<td>717</td>
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<tr>
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<td>289</td>
<td>1,712</td>
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<td>110</td>
<td>104</td>
<td>85</td>
<td>104</td>
<td>80</td>
<td>92</td>
<td>575</td>
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<tr>
<td>VA - Palo Alto (N/A)</td>
<td>86</td>
<td>88</td>
<td>85</td>
<td>87</td>
<td>82</td>
<td>91</td>
<td>519</td>
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<tr>
<td><strong>Total</strong></td>
<td>7,095</td>
<td>6,675</td>
<td>6,908</td>
<td>7,030</td>
<td>6,726</td>
<td>7,040</td>
<td>41,474</td>
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</table>

Source: Santa Clara County Communications & Palo Alto Fire Department

*Notes for Tables 1 and 2: These numbers only reflect patients that originated in Santa Clara County and were transported by the County's EOA Ambulance Provider and Palo Alto Fire Department. Data for Stanford does not include patients from San Mateo County. The data includes but, does not differentiate specialty center status (TRAUMA, STROKE, STEMI, BURN)

Table 2: Daily Average of 9-1-1 Patients Transported By Hospital*

<table>
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<tr>
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<td>23</td>
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<tr>
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<tr>
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<tr>
<td>O'Connor (Central)</td>
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<td>16</td>
<td>16</td>
<td>17</td>
<td>14</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>VMC (Central)</td>
<td>46</td>
<td>44</td>
<td>46</td>
<td>45</td>
<td>46</td>
<td>46</td>
<td>46</td>
</tr>
<tr>
<td>Good Samaritan (South)</td>
<td>23</td>
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<td>23</td>
<td>25</td>
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<tr>
<td>Kaiser - San Jose (South)</td>
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<td>22</td>
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<td>23</td>
<td>22</td>
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<tr>
<td>Saint Louise (South)</td>
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<td>9</td>
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<td>9</td>
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<tr>
<td>El Camino - Los Gatos (N/A)</td>
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<td>3</td>
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<tr>
<td>VA - Palo Alto (N/A)</td>
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<td>3</td>
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<td>231</td>
<td>223</td>
<td>223</td>
<td>227</td>
<td>224</td>
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</table>

Source: Santa Clara County Communications & Palo Alto Fire Department

*Notes for Tables 1 and 2: These numbers only reflect patients that originated in Santa Clara County and were transported by the County's EOA Ambulance Provider and Palo Alto Fire Department. Data for Stanford does not include patients from San Mateo County. The data includes but, does not differentiate specialty center status (TRAUMA, STROKE, STEMI, BURN)
Table 3: Total Monthly Hours of Emergency Department on "AMBULANCE" Bypass

<table>
<thead>
<tr>
<th>Hospital (Diversion Zone)</th>
<th>May-18</th>
<th>Jun-18</th>
<th>Jul-18</th>
<th>Aug-18</th>
<th>Sep-18</th>
<th>Oct-18</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Stanford (North)</td>
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<td>2.72</td>
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<td>4.51</td>
<td>1.29</td>
<td>0.00</td>
<td>10.12</td>
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<tr>
<td>El Camino - Mt. View (North)</td>
<td>12.74</td>
<td>9.04</td>
<td>10.55</td>
<td>2.67</td>
<td>1.50</td>
<td>6.05</td>
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<tr>
<td>Kaiser - Santa Clara (North)</td>
<td>9.67</td>
<td>10.56</td>
<td>3.02</td>
<td>13.55</td>
<td>4.53</td>
<td>4.04</td>
<td>45.37</td>
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<tr>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3.02</td>
</tr>
<tr>
<td>O'Connor (Central)</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>VMC (Central)</td>
<td>25.88</td>
<td>22.41</td>
<td>26.68</td>
<td>32.87</td>
<td>33.39</td>
<td>34.83</td>
<td>176.06</td>
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<tr>
<td>Good Samaritan (South)</td>
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<td>0.02</td>
<td>1.34</td>
<td>5.60</td>
<td>0.00</td>
<td>1.00</td>
<td>9.46</td>
</tr>
<tr>
<td>Kaiser - San Jose (South)</td>
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<td>6.04</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>9.07</td>
</tr>
<tr>
<td>Saint Louise (South)</td>
<td>2.38</td>
<td>3.13</td>
<td>4.81</td>
<td>14.54</td>
<td>1.51</td>
<td>1.01</td>
<td>27.38</td>
</tr>
<tr>
<td>El Camino - Los Gatos (N/A)</td>
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<td>1.51</td>
<td>0.16</td>
<td>1.51</td>
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<td>0.00</td>
<td>4.68</td>
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<tr>
<td>Total</td>
<td>61.32</td>
<td>55.43</td>
<td>46.56</td>
<td>75.25</td>
<td>42.22</td>
<td>46.93</td>
<td>327.71</td>
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</table>

Color Legend for ED Ambulance Bypass Only
- Above 37hrs
- Above 30hrs
- Below 30hrs

Table 4: Total Monthly Hours of Stroke Center on "STROKE" Bypass*

<table>
<thead>
<tr>
<th>Hospital (Diversion Zone)</th>
<th>May-18</th>
<th>Jun-18</th>
<th>Jul-18</th>
<th>Aug-18</th>
<th>Sep-18</th>
<th>Oct-18</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanford (North)</td>
<td>0.00</td>
<td>1.23</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
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<tr>
<td>Regional - San Jose (Central)</td>
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<td>0.00</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Good Samaritan (South)</td>
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<td>4.85</td>
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<td>0.00</td>
<td>4.87</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
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<td>5.79</td>
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<td>0.00</td>
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<td>15.20</td>
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<td>Total</td>
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<td>28.72</td>
<td>164.38</td>
<td>7.49</td>
<td>6.76</td>
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Table 5: Total Monthly Hours of STEMI Center on "STEMI" Bypass*

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<th>Hospital (Diversion Zone)</th>
<th>May-18</th>
<th>Jun-18</th>
<th>Jul-18</th>
<th>Aug-18</th>
<th>Sep-18</th>
<th>Oct-18</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stanford (North)</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>El Camino - Mt. View (North)</td>
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<td>0.21</td>
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<td>0.21</td>
</tr>
<tr>
<td>Kaiser - Santa Clara (North)</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
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<td>72.69</td>
<td>0.00</td>
<td>0.00</td>
<td>81.95</td>
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</tr>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>10.40</td>
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</tr>
<tr>
<td>VMC (Central)</td>
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</tr>
<tr>
<td>Good Samaritan (South)</td>
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<td>0.00</td>
<td>1.60</td>
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Table 6: Total Monthly Hours of Trauma Center on "TRAUMA" Bypass

<table>
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<th>May-18</th>
<th>Jun-18</th>
<th>Jul-18</th>
<th>Aug-18</th>
<th>Sep-18</th>
<th>Oct-18</th>
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