### MILLAGE PEAKS

October 26, 2009

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BOARD OF FIRE COMMISSIONERS
FILE NO. 09-123
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TO:

Board of Fire Commissioners

FROM:

Millage Peaks, Fire Chief www

SUBJECT:

MEASURE B FUNDED ENHANCEMENTS TO THE TRAUMA AIR TRANSPORT SERVICES

## Recommendations: That the Board

- 1. Subject to the approval of the Board, direct the Board's Executive Assistant II to forward this report to the Mayor and City Council for consideration and approval.
- 2. Request that the Mayor and Council approve and authorize the acceptance of Measure B Funds from the Los Angeles County per Exhibit 1 for the enhancement of the LAFD's Air Transport Services.
- 3. Request that the Mayor and Council approve and authorize the Controller to establish of a new account entitled – Measure B - Trauma Program, under Fund 335, LAFD Grant Fund, for the receipt of reimbursements from Los Angeles County
- 4. Request that the Mayor and Council approve and authorize four new resolution authorities until June 30, 2010 for the following positions:
  - 1 Trauma Care Coordinator (Assistant Fire Chief Class Code 2166) and
  - 3 Fire Helicopter Pilot Trainee (Pilot I Class Code 3563-I).
- 5. Request that the Mayor and Council approve and authorize the unfreeze of new resolution authorities for one Trauma Care Coordinator and three Fire Helicopter Pilot Trainee positions.

- Request that the Mayor and Council approve and authorize the Department to release a Request for Qualification (RFQ) for an aero medical Clinical Care Coordinator.
- 7. Request that the Mayor and Council approve and authorize the Fire Chief to execute the Medical Control Agreements (Exhibit 2) with the County of Los Angeles.
- 8. Request that the Mayor and Council authorize the CAO to make any necessary technical corrections and to revise any Controller instructions consistent with this action.

#### Summary:

Approval of the recommended actions will provide the Department the necessary funding, tools, personnel, and training to ensure aircraft safety and adequate capability of LAFD's aero medical transportation system for trauma patients. Also, it will ensure that LAFD's Air Transport System meets the standards set by the Commission of Accreditation of Medical Transport Systems (CAMTS). The CAMTS is an independent, non-profit agency which audits and accredits fixed-wing and rotary wing air medical transport services as well as ground inter-facility critical care services in the U.S. It is recommended that the Board approve and authorize the acceptance of the Measure B funds, the establishment of a new account for the Program under LAFD's Grant Fund to avoid commingling and provide accurate and clear accounting for the funds, approve receipts and disbursements of funds from the newly established account, and authorize the reimbursement of current and prior program expenses from the fund. It is also recommended that the Board approve and authorize for fiscal year 2009-2010 new resolution authorities for a Trauma Care Coordinator and three Pilot Trainees. It is further recommended that the Board approve and authorize the unfreeze of the positions, appropriate funds for the positions, and authorize an RFQ to contract out the services of a Medical Clinical Care Coordinator.

#### Findings:

On November 5, 2002, the voters of Los Angeles County approved Measure B - Preservation of Trauma Centers and Emergency Medical Services: Bioterrorism Response – with the assessment commencing in fiscal year 2003-2004. This measure authorized the County to levy a parcel tax of 3 cents per square foot on homes, office buildings, and other developed properties. The projected \$170 million raised would be earmarked for trauma medical services and bioterrorism preparedness. The voters overwhelmingly passed the measure by 73 to 27 percent.

The Los Angeles County Department of Health Services (DHS) was given the responsibility to develop an expenditure plan for the projected \$170 million generated annually from the Measure B special tax. On June 21, 2004, the Los Angeles County Board of Supervisors adopted the Chief Administrative Officer's recommendation to

allocate up to \$2.4 million in Measure B funds to be divided equally to reimburse the Los Angeles County Fire Department, the Los Angeles City Fire Department, and the Los Angeles County Sheriffs Department for air transportation of Trauma Center criteria patients in underserved trauma areas. The trauma areas identified were East San Gabriel Valley, Antelope Valley, Malibu, and pediatric trauma air transport in the San Fernando Valley.

On March 30, 2009, the Board of County Supervisors approved funds for the reimbursement to the LAFD of up to \$1.3 million for fiscal years 2008-2009 through 2011-2012, after which the County will continue to provide the City up to \$326,000 for subsequent years. The funding is based on actual expenses up to the allocated amount. The City has the option of renegotiating the fund amount to \$1.3 million based on funding needs after fiscal year 2012.

This proposal will ensure personnel and public safety, and enhance the capacity of LAFD's aero medical transportation services. The County requires that the proposed funding be used for staffing, direct operating costs, training, and one-time equipment costs as required by the CAMTS survey and the County's Emergency Medical Services (EMS) policies. It also requires that LAFD sign the Medical Control Agreements (Exhibit 2). The agreements, which are required by State regulations, specify the responsibilities of public paramedic providers and the EMS Agency in the delivery of Advanced Life Support Services. LAFD would like to implement the recommendations of the CAMTS survey and sign the Medical Control Agreements. The Medical Control Agreements, amongst other things, require that LAFD (1) provide DHS interfacility helicopter transports between county facilities when requested through the medical alert centers and (2) subject to availability, participate in local delivery of pharmaceutical and medical supplies, including the Strategic National Stockpile, via aircraft transport as necessary in the event of a terrorism incident or public health emergency.

In 2004 and 2007 at the request of DHS, CAMTS audited the Department's Air Transport Services. The purpose of the audit was to ensure that LAFD's air operations meet the established air medical standards/guidelines. The audit evaluated LAFD Air Ambulance Trauma Transport System and identified areas that were below the industry established standards. Four of the key deficiencies identified are as follows:

- (1) The Department does not have personnel with expertise in flight physiology and flight safety. The Medical Director is not actively involved in hiring, training of all medical personnel, and does not meet with the Clinical Care supervisor;
- (2) The Clinical Care supervisor is not current with the required certifications which include: Advance Cardiac Life Support (ACLS), Pediatric Advance Life Support (PALS), Basic Trauma Life Support (BTLS), and Prehospital Trauma Life Support (PHTLS) or Advance Trauma Life Support (ATLS). Also, the Clinical Care supervisor does not have instructor status for the certifications.

- (3) Aircraft does not have all necessary safety equipment; and
- (4) Medical and maintenance personnel have inadequate training and insufficient continuing education classes.

LAFD using Measure B funds will remedy these deficiencies by: (1) adding a Trauma Care Coordinator (TCC) position; (2) executing a contract for an Aero Medical Clinical Care Coordinator (AMCCC); (3) procuring additional safety equipment; and (4) training of three new pilots and providing continuing education to medical and maintenance personnel.

- (1) The County requires that the TCC to be an employee with sufficient authority to make decisions in emergency situations. Therefore, we are requesting that the TCC be at the level of Assistant Chief (Class Code 2166, see Exhibit 3 - Class Specification). The TCC is required to have (a) extensive emergency medical experience as an EMT- Paramedic; (b) knowledge of the policies and procedures relative to CAMTS; (c) knowledge of Federal, State, and local laws and regulations governing trauma and aero medical services/systems; and (d) knowledge of basic medical terminology and advanced patient care policies, practices, and procedures of the Fire Department and the County of Los Angeles. The TCC will provide oversight and leadership for the coordination, review, and development of activities related to all aspects of land based and aero medical operations within the Los Angeles County Trauma System. Working closely with the Department's Medical Director, the TCC will supervise the AMCCC. The TCC will provide specific guidance on aero medical continuing education, quality improvement, and operational management of the Department's air ambulance program.
- (2) The AMCCC is required to have expertise in flight physiology and safety, current certifications required of the medical crew, and instructor status for the certifications. The AMCCC will provide and/or oversee aero medical continuing education, quality improvement management to both the primary and back-up air ambulances. The AMCCC will also conduct training, audits, and review required reports and records related to patient care and aero medical activities. These functions and the required skills are so specialized that the City does not have a job classification that will fill this position (see Exhibit 4 for Class Specification). Therefore, it is requested that funds be appropriated to contract out the service. Also, it is recommended that the Board approve and authorize the release of an RFQ. Thereafter, the Department will recommend to the Board the contractor best suited for the position.
- (3) The 2007 CAMTS site survey identified safety equipment needed to enhance the safety and adequate capacity of the Department's aircrafts. The identified equipment is as follows:

- AW 139 Traffic Collision Avoidance System
- AW 139 Power Inverter
- Portable Satellite Aircraft Radios
- Portable Infusion Pump (Alaris IVAC)
- Ventilator (Polmonic Systems)
- Power Inverter

The Department procured and installed the equipment in fiscal year 2008-09 for approximately \$457,000. Reimbursement for the cost of the equipment will be billed to the County.

(4) The Department has 13 authorized pilot positions of which 10 are filled; and 3 authorized pilot trainee positions which are all currently filled. Additional vacancies are projected over the next three to four years due to the attrition of one tenured pilot per year. The Department has been unable to fill the pilot vacancies due to the unavailability of trained pilots. The Department's ability to train pilots has been limited due to the loss of the Department's training aircraft in 2005. Also, the average duration of the pilot certification program makes it difficult to fill the pilot positions. The Program takes three to four years to complete and not all candidates are successful. Measure B will provide funding for training additional pilots over a three year period and allow LAFD to develop a core of qualified pilots and address the critical need of training and certifying pilots to operate the Department's emergency helicopters. With the addition of the three new pilot trainee positions, the Department will be able to fill current pilot vacancies and future vacancies due to retirements. The training program will provide critical training such as "survival training" for new pilots as well as current flight crew and continuing education as noted in the CAMTS audit.

It is recommended that four new resolution authorities be approved and authorized by the Board to hire a new a Trauma Care Coordinator at the level of Assistant Chief, Class Code 2166 and three Pilot Trainees — Pilot I, Class Code 3563-I. Also, authorization and approval should be given to appropriate \$184,989 for the TCC and \$433,354 for the pilot trainee positions for fiscal year 2009-2010. The function of the AMCCC is so specialized that the City does not have any classification appropriate for the position. Therefore \$51,500 is required to be appropriated in fiscal year 2009-2010 so that the services will be provided by contract through an RFQ. The County will reimburse 100% direct salaries of the TCC and AMCCC and costs associated with training required to maintain the air ambulances to the CAMTS standards. LAFD will need resolution authority to fill the positions of the TCC and Pilot Trainees, and an authority for an RFQ to contract the services of an AMCCC.

The direct salary costs of the TCC and the Pilot Trainees are 100% reimbursable, it is therefore recommended that the Mayor and Council be requested to approve and authorize the unfreeze of these positions. A new account should be established under

Board of Fire Commissioners Page 6

Fund 335, LAFD Grant Fund to avoid commingling the monies with other funds and facilitate proper accounting of the receipts and disbursements.

Accepting the funding will provide resources to remedy the deficiencies reported in the CAMTS surveys and ensure that the Department's air ambulance operations meet or exceed industry standards. Reimbursements should be made from the newly established account to LAFD salary Accounts 1012 and 1098 to cover personnel costs incurred in fiscal year 2009-2010. Reimbursements of personnel costs billed in fiscal year 2008-2009 should be made to the General Fund.

#### **Conclusion:**

Approval of the recommended actions and subsequent implementation of the program will enhance the Department's Trauma Program, provide trained pilots, increase the safety of the Department members and the public, and improve patient care. These improvements will be achieved with minimal cost to the City using Measure B reimbursement.

Board report prepared by Ngozi Mbamalu, Senior Management Analyst I, Bureau of Administrative Services.

Attachments



Los Angeles County Board of Supervisors

March 31, 2009

Gloria Molina First District

Mark Ridley-Thomas Second District

> Zev Yaroslavsky Third District

> > Don Knabe Fourth District

Michael D. Antonovich

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.

Robert G. Splawn, M.D. Interim Chief Medical Officer MEASURE B FUNDING ALLOCATION FOR TRAUMA AIR TRANSPORT SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### SUBJECT

To request approval of a Measure B Trauma Property Assessment funding allocation to the Los Angeles City Fire Department (LAFD) for trauma air transport services.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Interim Director of Health Services (Director), or his designee, to provide Measure B funding, up to \$1.2 million for Fiscal Year (FY) 2008-09, up to \$1.3 million per year for FY's 2009-10 and 2010-11, up to \$1.1 million for FY 2011-12, and up to \$327,000 in future fiscal years, to the LAFD for the cost of providing trauma air transport in the underserved areas of the San Fernando Valley and surrounding communities and reimbursement of equipment costs associated with the Commission on Accreditation of Medical Transport System (CAMTS) survey.
- 2. Approve and delegate authority to the Interim Director, or his designee, to amend, execute and offer for signature to the LAFD, the Medical Control Agreement governing the provision of emergency medical services which was, previously approved by the Board on June 17, 2008 and pending execution, to designate Measure B funding, up to \$1.2 million for FY 2008-09, up to \$1.3 million for FY's 2009-10 and 2010-11, up to \$1.1 million for FY 2011-12 and up to \$327,000 for future fiscal years plus any additional funding approved by the Board for the cost of trauma air transport services provided by the LAFD.

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www.dhs.lacounty.gov

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The Honorable Board of Supervisors March 31, 2009 Page 2

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will provide funding to the LAFD to ensure safety and adequate capability of its aero medical transportation system for trauma patients in the underserved areas of the San Fernando Valley and surrounding communities. The funding provision, substantially similar to Exhibit I, will be added to the Additional Provisions in the Medical Control Agreement with the LAFD. Funding will be utilized for staffing, direct operating costs, training and one-time equipment costs as required by the CAMTS survey and Emergency Medical Services (EMS) Agency policy to enhance safety of patient care.

To enhance services within Los Angeles County, the LAFD recently replaced two of its older aircraft with the Agusta Westland 139 (AW 139) aircraft. Additionally, the LAFD plans on placing an order for their third AW 139 within the next couple of months. These state-of-the-art helicopters provide greater performance through increased air speed (i.e., shorter en route and shorter transport times) and allow for a greater margin of safety through twin-engine performance and enhanced crash worthiness within the aircraft's airframe. These AW 139, among the total of four air transport vehicles available for use, will be the primary means of transportation.

Currently, LAFD has an authorized pilot staff of 13 members, of which only 10 are filled, and three authorized pilot trainee positions, which are all filled. The destruction of their training aircraft in 2005 has limited the LAFD's ability to train new pilots. With the approval of the Measure B funds, three additional pilot trainees will be added to the program. The average duration in the pilot certification program is three to four years and not all candidates are successful. With a projected attrition of experienced pilots at a rate of one pilot per year for the next four to five years, LAFD will not be able to ensure that qualified pilots are available to operate the transport services without these additional trainees. As part of LAFD's aero medical operations, pilots are assigned to specific aircraft for a 24-hour period and then rotated to another aircraft within the fleet for another 24-hour period. This operation ensures the highest proficiency model for the pilots and has served the Department well for the past 40 years. In addition to the rotation of pilots, the aero medical transport aircraft is also rotated on a monthly basis; this ensures all the aircrafts share equally in total flight hours.

Measure B funding for training will cover a period of three (3) years from date of Board approval to allow the LAFD to develop a core of qualified pilots and address the critical need of training and certifying pilots to operate the Department's emergency helicopters for air ambulance missions. The requested funding is essential for the LAFD to enhance its pilot training program to ensure current and future goals of unparalleled aero medical trauma transport services. Without the approval of the requested funding,

The Honorable Board of Supervisors March 31, 2009
Page 3

it would be virtually impossible for the LAFD to ensure safety and capability of its aero medical transportation services for trauma patients.

The LAFD has also agreed to provide annually up to 20 free interfacility air ambulance transports of Olive View Medical Center patients.

#### Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

#### FISCAL IMPACT/FINANCING

For FY 2008-09 a total of up to \$1.2 million in Measure B funds is being requested for staffing, direct operating costs, training and associated one-time equipment costs to meet the CAMTS survey requirements. Funding is available within the existing annual allocation of \$4.4 million in the Measure B Special Tax Fund for trauma air transport enhancement.

The total amount requested for future FY's is \$1.3 million for FY's 2009-10 and 2010-11, \$1.1 million for FY 2011-12, and \$327,000 beginning in FY 2012-13. The funding is being reduced since Measure B funding is only provided to cover the training program for a three (3) year period. After that, LAFD will cover the cost to maintain the core group of trained pilots. Funding for future FY's will be available within the \$4.4 million annual Measure B allocation, and addressed in each fiscal years budget process.

Funding provided to LAFD will be based on actual costs, subject to review and approval by the Department of Health Services (DHS) and the Chief Executive Office (CEO). At the end of each fiscal year, any unused Measure B funds will remain in the Measure B Special Fund, pending additional uses recommended by DHS and approved by your Board.

LAFD has indicated that if additional funding needs are identified to continue providing the enhanced trauma air transport above the \$327,000 allocation, a detailed request will be submitted to DHS and the CEO for review and, if necessary, presented to your Board for approval.

Los Angeles (L.A.) County Sheriff, L.A County Fire, and LAFD all provide air transport services for patients in the underserved areas. Currently, only LAFD is not receiving Measure B funds for their services.

The Honorable Board of Supervisors March 31, 2009 Page 4

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Beginning in FY 2003-04, your Board approved an annual allocation of \$4.4 million in Measure B funding for expanded access to trauma services for patients in underserved areas (East San Gabriel Valley, Antelope Valley and Malibu), as well as pediatric trauma air transport in the San Fernando Valley, to ensure the infrastructure for trauma transports. The monies have been used to fund the L.A County Fire Department's helicopter lease/purchase costs relating to the expansion of air ambulance services in the Antelope Valley, and the L.A County's Fire Department and Sheriff's Department for the provision of expanded paramedic and air transport services to trauma center criteria patients in underserved areas.

On June 17, 2008, your Board approved and instructed the Director to execute Medical Control Agreements, following signature by authorized representatives of County-approved public paramedic providers, such as LAFD. These agreements, which are required by State regulations, specify the responsibilities of public paramedic providers and the EMS Agency in the delivery of Advanced Life Support services within their respective jurisdiction in accordance with State law and regulations. Pursuant to further negotiations between DHS and the LAFD regarding the subject Measure B funding proposal, the parties agreed to delay execution of LAFD's Medical Control Agreement until such time the Measure B funding, if approved by your Board, could be added to the additional provisions of that agreement.

County Counsel has reviewed and approved Exhibit I as to use and form.

#### CONTRACTING PROCESS

Not applicable.

#### IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this request will preserve and enhance the critical response capabilities of the LAFD with aircraft transport capabilities in the San Fernando Valley and surrounding communities. The Honorable Board of Supervisors March 31, 2009 Page 5

#### CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

For John F. Schunhoff, Ph.D. Interim Director

JFS:rg

Attachment

c: Chief Executive Officer County Counsel Executive Officer, Board of Supervisors

Measure B BL

# ADDITIONAL PROVISIONS NO. 2 (MEDICAL CONTROL AGREEMENT)

#### FUNDING

- A. Trauma patient services and transport via helicopter generates additional costs for the Provider which may be mitigated when other non-district funds are available and approved by the County's Board of Supervisors.
- B. Funds available through Measure B Trauma Property
  Assessment (TPA), passed by the voters in 2002, may be used to
  ensure trauma services throughout the County, including
  underserved trauma areas of the County as approved by the
  County's Board of Supervisors. Should the need for trauma
  transportation by air significantly decrease in the City of Los
  Angeles, the funding may be redirected from this program to
  support indigent care reimbursement at a newly designated trauma
  center(s) as determined by the County's Board of Supervisors.
- C. TERM: The funding component as specified in Paragraph B of this Exhibit requires annual approval by the County's Board of Supervisors. The Provider agrees that if for any reason this Agreement is cancelled by mutual consent, the last payment will be for services rendered prior to the official date of cancellation.

- D. FUNDING: Funding from the Measure B TPA to the Los Angeles City Fire Department shall be an ongoing annual allocation. The Fiscal Year 2008-09 annual maximum obligation approved by the Chief Executive Office (CEO) is up to One Million Two Hundred Thousand Dollars (\$1,200,000). The Fiscal Years' 2009-10 and 2010-11 annual maximum obligation approved by the CEO is up to One Million Three Hundred Thousand Dollars (\$1,300,000). The Fiscal Year 2011-12 maximum obligation approved by the CEO is up to One Million One Hundred Thousand Dollars (\$1,100,000). The annual maximum obligation approved by the CEO, beginning in Fiscal Year 2012-13, is up to Three Hundred Twenty Seven Thousand Dollars (\$327,000).
- E. Provider shall submit verification of expenditures to support and quantify Measure B TPA utilization as approved by the County's Board of Supervisors.
- F. EMS Agency shall work with the CEO to validate documentation of expenditures and forward to DHS Finance for transfer of Measure B TPA Funds to Provider.

F:\AMS\MEASURE B\L A CITY F D\2008 MEDICAL CONTROL AGREEMENT\EXHIBIT B



# MEDICAL CONTROL AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES

AND

CITY OF LOS ANGELES FIRE DEPARTMENT

**EFFECTIVE** 

JULY 1, 2008 - INDEFINITELY

#### MEDICAL CONTROL AGREEMENT

#### TABLE OF CONTENTS

	PARAGRAPH	PAGI
	RECITALS	1
1.	BASIS AND PURPOSE	3
2.	TERM	4
3.		
4.	CANCELLATION	
5.	RESPONSIBILITIES OF THE EMS AGENCY	
6.	RESPONSIBILITIES OF THE EMS AGENCY MEDICAL DIRECTOR	
7.	RESPONSIBILITIES OF THE PROVIDER	-
8.	INDEPENDENT PROVIDER STATUS	
9.	AGREEMENT REVIEW	
10.		
11.	ASSIGNMENT AND DELEGATION	
	PROBLEM RESOLUTION	
	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY	•
	AND ACCOUNTABILITY ACT OF 1996	
	ENTIRE AGREEMENT	
	NO THIRD PARTY RIGHTS	
	PARTIAL INVALIDITY	
17.	SEVERABILITY	. 25
18.	NOTICES	2 =

#### MEDICAL CONTROL AGREEMENT

#### TABLE OF CONTENTS

#### EXHIBITS

EXHIBIT I - ADDITIONAL PROVISIONS - AIR AMBULANCE REGULATIONS

EXHIBIT II - RECOMMENDED GUIDELINES FOR DISCIPLINARY ORDERS AND CONDITIONS OF PROBATION

EXHIBIT III - EMS REPORT FORM (WITH ADVANCED LIFE SUPPORT CONTINUATION FORM)

EXHIBIT IV - EMS REPORT FORM (WITH DELINEATED DATA FIELDS)

EXHIBIT V - CONDITIONS FOR PROVISION OF TEMIS SOFTWARE

EXHIBIT VI - TEMIS (LANCET) HARDWARE/SOFTWARE REQUIREMENTS

EXHIBIT VII - ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT VIII - MONTHLY RUN VOLUME REPORT

Contract	No.

#### MEDICAL CONTROL AGREEMENT

	THIS AGREEMENT is	made and entered into thisday	<i>,</i>
of _		, 2008,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),	
	and	CITY OF LOS ANGELES FIRE DEPARTMEN	ΙΤ

WHEREAS, pursuant to the authority granted under the

Emergency Medical Services and Prehospital Emergency Medical Care

Personnel Act (Health and Safety Code, sections 1797.218, et seq.,

hereinafter referred to as "Act"), County has established and

maintains, through the County's Department of Health Services'

(DHS) Emergency Medical Services Agency ("EMS Agency"), an

Advanced Life Support ("ALS") system providing paramedic services

for the delivery of emergency medical care to the sick and injured

at the scene of an emergency and during transport to a general

acute care or trauma hospital, until care responsibility is

assumed by the regular staff of that hospital, and during training

within the facilities of a participating general acute care

hospital; and

WHEREAS, pursuant to Sections 1797.204 and 1798, among others, of the Act, the EMS Agency is responsible for system

coordination, medical oversight, and support of the delivery of Emergency Medical Services ("EMS") by provider agencies such as the City of Los Angeles Fire Department ("Provider"); and

WHEREAS, the EMS Agency approves paramedic provider agencies to render through licensed and accredited paramedic personnel ALS level patient care in accordance with policies and procedures established by the EMS Agency and the State EMS Authority; and

WHEREAS, the Provider is an approved provider of prehospital emergency medical services within the City of Los Angeles, and desires to operate an ALS system in accordance with medical control policies and procedures established by the EMS Agency; and

WHEREAS, the EMS Agency is responsible for the designation and approval of EMS Aircraft used for EMS response in Los Angeles County, and that Title 22, California Code of Regulations, Section 100300(b)(4) requires the Provider to have a written agreement with its local EMS agency to participate in the EMS Aircraft program; and

WHEREAS, Provider seeks to operate EMS aircraft to be used for EMS response in the City of Los Angeles through an agreement with the EMS Agency; and

WHEREAS, the respective roles of the parties in delivering

EMS to the population of the City of Los Angeles require

significant detailed and cooperative efforts to ensure each party

continues to fulfill its respective obligations; and

WHEREAS, the EMS Agency and the Provider agree that timely and effective trauma care, including the location and staffing of trauma centers and the Provider helicopter transportation, are an integral component of prehospital care within Los Angeles County; and

WHEREAS, the EMS Agency and the Provider further agree to cooperate with each other for the purpose of identification and facilitation of the delivery, maintenance, and improvement of prehospital care within Los Angeles County in order to meet the needs of Los Angeles County 9-1-1 patients efficiently and appropriately; and

WHEREAS, this Agreement (hereafter referred to as "Agreement"), in accordance with the intentions of the parties, will serve as a written agreement as required under Title 22, California Code of Regulations, Sections 100167(b)(4) and 100300(b)(4), between the EMS Agency and the Provider, for the purpose of developing and maintaining the working relationship between the parties.

NOW, THEREFORE, the parties agree as follows:

1. <u>BASIS AND PURPOSE</u>: The basis of this Agreement 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 medical control in the delivery of prehospital care within Los Angeles County, other than specified herein, and

Provider does not waive or modify any present rights under any statute by its execution of this Agreement.

2. TERM: The term of this Agreement shall commence on the date the Agreement is executed on behalf of all parties, with such date reflected on the top of page 1 of this Agreement and shall continue in full force and effect until terminated in accordance with the terms set forth herein.

Notwithstanding any other provision of this Agreement, the EMS Agency Medical Director may immediately suspend this Agreement in writing if it is reasonably determined that the health and safety of prehospital patients is in jeopardy.

- 3. <u>ADMINISTRATION</u>: The EMS Agency Medical Director or designee shall have the authority to administer this Agreement on behalf of County. The Fire Chief or designee is authorized to administer this Agreement on behalf of City.
- 4. <u>CANCELLATION</u>: Parties agree that either party may cancel this Agreement at any time for any reason, whether with or without cause, by giving at least one hundred eighty (180) calendar days prior written notice thereof to the other.
- 5. RESPONSIBILITIES OF THE EMS AGENCY: The EMS Agency shall be responsible for the following:
  - A. Perform Medical Control responsibility in the spirit of collaboration and cooperation with the Provider.

- B. Establish and promulgate medical control policies and procedures consistent with State law and regulations, County ordinances, and Department policies and standards.

  EMS Agency shall distribute to newly approved Providers within sixty (60) calendar days of the execution of this Agreement, EMS Agency's Prehospital Care Policy Manual and Medical Guidelines, containing all EMS protocols and policies which the EMS Agency currently considers to be applicable to participants in the ALS system. Updates to the Prehospital Care Policy Manual will be distributed regularly.
- C. Administer and coordinate all portions of the Los Angeles County EMS system including, but not limited to, interfacility transport, paramedic training, receiving hospitals, base hospitals, specialty centers and trauma centers to: (1) encourage and support the creation of paramedic training capacities consistent with EMS needs within Los Angeles County, and (2) collaborate with the Provider to assure an efficient receiving hospital system.
- D. Coordinate, to the extent possible, the receiving hospital network to ensure the Provider's ability to deliver adequate service.
- E. Engage in efforts at local, State, and federal levels related to the procurement of necessary funding for

the purpose of maintaining the Los Angeles County EMS system, including the trauma network.

- F. Collaborate with the Provider on an ongoing basis to promote availability of paramedic training and continuing education opportunities.
- G. Maintain a base hospital network to ensure medical advice is available and delivered in a real-time, online (e.g., telephonic/radio) basis for EMS provider(s) by a licensed medical professional which may include hospital-based physicians and nurses or an alternate base station as needed.
- H. Approve and monitor EMT-I and paramedic continuing education providers in an effort to provide quality continuing education.
- I. Provide adequate, standardized training materials including the "Prehospital Care Policy Manual", guidelines, and updates.
- J. Maintain, in accordance with Title 22, Section 100404(a)(1) ongoing development of a Countywide CQI Plan as a means of evaluating paramedic services provided. EMS Agency shall maintain its records related to such Countywide Continuous Quality Improvement ("CQI") Plan confidential, subject to Section 1157 et seq. of the California Evidence Code, to the extent possible, and subject to disclosure upon

sole discretion of the County. Provider input shall be solicited and considered regarding performance indicators and system components.

- K. Manage the "ReddiNet" hospital radio system or equivalent for the Provider's system status management.
- L. Assess compliance with policies and procedures of the EMS system by means of scheduled annual reviews, which may include site visits of Provider's ALS program. Any deviation from the annual review schedule shall be based on agreement of both parties. Such site visits shall be scheduled no less than thirty (30) days prior to the actual visit to allow the Provider sufficient time to assemble required material. A copy of the results of these reviews will be provided within thirty (30) working days. The EMS Agency shall maintain such reviews and other reports as confidential, subject to Section 1157 et seq. of the California Evidence Code, to the extent possible, and subject to disclosure upon sole discretion of the County.
- M. Assess the ALS program by observing, on a first-hand basis, through prearranged field observations and/or attendance at the Provider's continuing education classes.
- N. Assign ALS Units of the Provider to a designated base hospital(s) after consultation with the base hospitals and the Provider. These assignments may be changed from time

to time by the EMS Agency Medical Director after consultation with the Provider and the affected base hospital(s). ALS

Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the prehospital care system, or when the Provider demonstrates that its ALS Unit would be better served by a different base hospital (e.g., communication problems). In the event reassignment occurs, the Provider, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written statements for consideration by the EMS Agency, with accompanying oral statements if desired, to the EMS Agency Medical Director in support of a different assignment.

- O. Assume the following committee responsibilities:
- (1) coordinate the Los Angeles County Emergency Medical
  Services Commission ("EMSC") and its subcommittees so that
  the EMSC may analyze, review, and comment upon the EMS Agency
  policies and give advice to the County's Board of
  Supervisors, Director of DHS, and Director of the EMS Agency
  regarding such policies; (2) coordinate and staff the EMS
  Agency's Provider Agency Advisory Committee ("PAAC") and Base
  Hospital Advisory Committee ("BHAC") in order to collaborate

with provider(s) in making recommendations to the EMSC regarding ALS continuing education programs, training programs, licensure, certification, and other issues affecting the delivery of prehospital care in Los Angeles County; and (3) coordinate and staff the EMS Agency's Medical Advisory Council to serve as a regularly scheduled meeting forum to provide specialized medical advice to the EMS Agency Medical Director.

- P. Maintain a comprehensive EMS data collection system, in consultation with the EMSC's Data Advisory Committee, which includes the following: (1) data collection file specifications; (2) data collection procedure manual; and (3) generation of quarterly summary reports and other reports requested by the Provider.
- Q. Maintain confidentiality regarding all EMS responses and disclose information only as required by law.
- R. Designate one or more individuals within its Agency with the primary responsibilities of communication and liaison with the Provider with respect to matters affecting the ALS delivery system under the jurisdiction of the EMS Agency. Responsibilities shall also include: (1) periodic prearranged field observations and attendance at meetings related to the EMS system; and (2) conducting inventory inspections of each newly approved ALS Unit.

- S. Provide paramedic training at its Paramedic

  Training Institute as long as the program is approved by the

  County's Board of Supervisors. Public provider agencies will

  be given priority for class registration within the limits of

  the community college system. Training spots are allocated

  on a "first come, first served" basis if more than one public

  provider is vying for a specific class. Provider may sponsor

  employees on a "space available" basis. Both public and

  private provider agencies are required to offset the cost of

  training at charges approved by the County's Board of

  Supervisors.
- T. In collaboration with the Provider, participate in research endeavors and other programs, including, but not limited to, pilot studies.
- U. In concert with the County's Internal Services

  Department, assume on-going responsibility for the design,

  development, timely implementation, and technical integrity

  of the Paramedic Communication System ("PCS"), including

  maintenance and repair of County-owned equipment and the

  development of PCS communication equipment specifications,

  operating procedures, and maintenance standards. EMS Agency

  shall also, with assistance from the Provider, develop and

  maintain primary and secondary means of communication (e.g.,

phone, wireless, web based, infra-red based, satellite based cell/web) that facilitate optimal patient care.

- V. Authorize, at its discretion, the use by a qualified Provider of Standing Field Treatment Protocols ("SFTPs") in the provision of ALS services in connection with emergency medical care in accordance with EMS Agency policy.
- 6. RESPONSIBILITIES OF THE EMS AGENCY MEDICAL DIRECTOR:
  The EMS Agency Medical Director shall establish and maintain
  medical control by means of the following:
  - A. After consultation with the Provider Agency Medical Director through the EMS Agency's Medical Advisory Council, and in accordance with established guidelines and standards of care, develop and approve medical protocols specific to state scope of practice and other policies pertaining to paramedic base hospitals, paramedic and EMT-I personnel, paramedic service providers, and the EMS Agency. (The "Base Hospital Treatment Guidelines" and "Medical Control Guidelines", as may be amended, are incorporated herein by reference.)
  - B. Ensure compliance with all applicable State and federal laws and regulations relating to confidentiality and disclosure and shall maintain the confidentiality of copies of records, run reports, audio recordings and logs submitted hereunder and shall disclose any such materials to third

parties only if required by law to do so and then only after prior notification of the Provider as permitted by law.

Incident reports and other risk management reports prepared by the Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the California Evidence Code, shall not be a subject of disclosure to the EMS Agency under this paragraph.

- C. Have the ability to consult with the Provider
  Agency Medical Director through the EMS Agency's Medical
  Advisory Council to develop written medical policies and
  procedures, to include at a minimum the following:
  - (1) Criteria for initiating specified emergency medical protocols.
  - (2) Criteria for initiating specified medical protocols and treatments prior to voice contact.
  - (3) Requirements to be followed by the Provider's paramedics and EMT-Is when it is determined that the patient will not require transportation to the hospital by ambulance.
  - (4) Requirements for the initiation, completion, review, evaluation, and retention of a patient care record.

- (5) Establish provisions for direct voice communication between a paramedic and base hospital physician or mobile intensive care nurse.
- (6) Provide for ongoing evaluation and continuing education for paramedic personnel.
- D. Ensure a mechanism exists for the Provider (as applicable, e.g., this provision would not apply to Providers who can resupply controlled substances through Provider's medical director) to obtain controlled drugs identified in REFERENCE NO. 702, CONTROLLED DRUGS CARRIED ON ALS UNITS, of the Prehospital Care-Policy Manual, effective upon execution of a written agreement between the Provider and hospital and by the County for the resupply of controlled drugs, within 120 days of presentation of a agreement by County hospital to Provider.
- E. Upon request of the Provider to utilize SFTPs, the EMS Agency Medical Director may permit the Provider to utilize SFTPs as currently approved by the County and incorporated herein by reference as Exhibit "I", ADDITIONAL PROVISIONS.
- 7. <u>RESPONSIBILITIES OF PROVIDER</u>: Responsibilities of the Provider shall include the following:
  - A. Perform responsibilities of Provider in a spirit of cooperation and collaboration with the EMS Agency.

- B. Implement the policies, guidelines and procedures of the EMS Agency as set forth in the Los Angeles County

  Prehospital Care Policy Manual and Medical Control

  Guidelines, and all other policies, procedures and guidelines for medical direction of prehospital care ALS personnel.

  (The Prehospital Care Policy Manual and Medical Control

  Guidelines, as may be amended, are incorporated herein by reference.)
- C. Comply with all applicable State regulations with respect to paramedic services.
- D: If approved by the EMS Agency as a designated EMS Air Rescue Service, Provider shall comply with all air ambulance regulations and local policies related to medical treatment and patient care as specified in Exhibit I, attached hereto and incorporated herein by reference.
- E. Initiate discussions regarding medical control policy change through established channels.
- F. In accordance with the EMS Agency's Prehospital Care Policy Manual, Section 600, et seq., provide written records, completing one EMS Agency approved EMS Report Form (H-1993) contained in Exhibit III, Page 1, attached hereto and incorporated herein by reference, for every EMS response and in addition completing one Advanced Life Support Continuation Form (H-1993-2) contained in Exhibit III, Page

- 2, attached hereto and incorporated herein by reference, for every advanced airway intervention, and submit the form(s) to the EMS Agency within thirty (30) calendar days of the response. If submitted electronically, the Provider shall enter the required data elements following the format specified in Exhibit IV, attached hereto and incorporated herein by reference, within forty-five (45) calendar days of the response, into the Trauma and Emergency Medicine Information System (TEMIS). For canceled calls, no patients found, and false alarms, the Provider shall exclusively perform one of the following actions: (1) complete an EMS Report Form for every occurrence of the above call types, or (2) submit a department volume quarterly report to the EMS Agency of the above call types.
- G. Submit copies of all records, audio recordings, run reports, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system within thirty (30) calendar days, unless otherwise mutually agreed upon, on receipt of written request from the EMS Agency Medical Director or their designee(s). All such records, audio recordings, run reports, and logs shall be retained by the Provider for the period of time required by law and by the EMS Agency's Prehospital Care Policy Manual, REFERENCE NO. 610, RETENTION OF PREHOSPITAL CARE RECORDS, of the

Prehospital Care Policy Manual. Copies of any such records, audio recordings, run reports, and logs submitted to the EMS Agency Medical Director, or their designee(s), hereunder may only be used for review, investigation, or statistical analysis purposes, and for other "health care operations" as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

- H. Permit, as specified herein, scheduled periodic site visits by representatives, authorized by the EMS Agency Medical Director, who are qualified to perform surveys and reviews, including field observations and document review, to ensure compliance with State laws and regulations, local ordinances and policies, and this Agreement. Provider shall maintain any review or other report generated by the EMS Agency as confidential, subject to Section 1157 et seq. of the California Evidence Code.
- I. Retain the original copy of the EMS Report Form or its equivalent, or an approved electronic image of such report (labeled "PROVIDER") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater, or as otherwise defined in the EMS Agency's Prehospital Care Policy Manual, whichever is greater.

- J. Request approval for each ALS Unit (which includes EMS Aircraft) and assessment unit it desires to put into service. The Provider shall advise the EMS Agency of any long term relocation of existing ALS staffed units and/or any reductions in the number of ALS staffed units.
- K. Staff each approved ALS Unit with a minimum of two

  (2) licensed and County-accredited paramedics, and shall

  comply with staffing requirements for assessment units as

  specified in the EMS Agency's Prehospital Care Policy Manual,

  except as authorized by the EMS Agency.
- are visibly identified as such, and wear on their uniforms standard paramedic insignia.
- M. Equip each approved ALS Unit with at least one portable radio capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements as specified by the EMS Agency.
- N. Maintain and develop, in collaboration with the EMS Agency, a "Continuous Quality Improvement" (CQI) Program in accordance with Title 22, Section 100402(a)(1). The Provider shall participate in the EMS Agency's Countywide CQI program and shall maintain all related records as confidential,

subject to Section 1157 et seq. of the California Evidence Code with any disclosure upon sole discretion of the County.

- O. Establish a policy which addresses "sentinel events" and incorporates the use of "root cause analysis" and event resolution which may include, but not be limited to, education, bulletins, and structural changes.
- P. Have a designated physician to address EMS issues and needs, and to serve as the "Provider Agency Medical Director".
- Q. If mutually agreed, participate in research endeavors and assist the EMS Agency with research, clinical study and other programs, including, but not limited to, pilot studies.
- R. Assist the EMS Agency as requested to present policy and/or procedure issues to the County's Board of Supervisors.
- S. Maintain an EMS Agency approved "Patient Care Record" for each patient treated or transported by the Provider's Emergency Medical Technician-Is ("EMT-Is") or paramedics.
- T. Maintain, in accordance with applicable State law, licensing, certification and accreditation of all ALS and basic life support personnel.

- 8. INDEPENDENT PROVIDER STATUS: This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this Agreement. The Provider understands and agrees that all Provider employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Provider and not of County.
- 9. AGREEMENT REVIEW: The parties, through the Fire Chief, or designee, and the Director of the EMS Agency, or designee, shall review the Agreement at least once every two (2) years to ensure adequate and proper adherence to all applicable local and State policies, procedures, protocols, and scope of practice.
- 10. <u>INDEMNIFICATION</u>: With respect to a Provider which is a duly incorporated City or other public entity: Pursuant to the provisions of sections 895.4 <u>et seq</u>. of the California Government Code, each party agrees to defend, indemnify, and hold the other harmless from all loss, including attorney fees, or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the indemnifying party's acts or omissions in the performance of this Agreement.

In the event of third-party loss caused by the negligence, wrongful act, or omission of both parties, each party hereto shall bear financial responsibility in proportion to its percentage of

fault as may be mutually agreed between them or judicially determined.

For all other providers: each party shall indemnify, defend, and hold harmless the other and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

#### - 11. ASSIGNMENT AND DELEGATION

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, 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 Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, 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 the Contract 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 Contractor as it could pursue in the event of default by Contractor.

#### 12. PROBLEM RESOLUTION:

- A. The Provider shall name specific individuals within the Provider's agency, upon execution of this Agreement, who are authorized to assist the EMS Agency Medical Director with problem resolution under this Agreement.
- B. The Provider shall respond to written requests of the EMS Agency Medical Director for information regarding any perceived problem within thirty (30) calendar days, unless otherwise mutually agreed, following receipt of such request.
- C. The Provider is encouraged to resolve normal dayto-day operational concerns directly with involved base
  hospitals, receiving hospitals, etc. If a problem is not
  resolved at this level, the Provider may refer it to the EMS
  Agency Medical Director for further review and action.
- D. Problems perceived by the Provider to have a system-wide impact should be referred directly to the EMS Agency.
- E. As soon as reasonably possible, the Provider shall report possible violations of the California Health and Safety Code Section 1798.200 by Provider paramedics and EMT-Is directly to the EMS Agency Medical Director, as outlined in REFERENCE NO. 214, BASE HOSPITAL AND PROVIDER AGENCY REPORTING RESPONSIBILITIES, of the EMS Agency's Prehospital Care Policy Manual. The EMS Agency Medical

Director is required to investigate any such allegations of violation.

- F. Medical control issues that cannot be resolved between the Provider and the EMS Agency will be referred to the EMSC for review and recommendations.
- ACCOUNTABILITY ACT OF 1996 ("HIPAA"): The parties acknowledge the existence of HIPPA and its implementing regulations. The Provider understands and agrees as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and such obligations relate to transactions and code sets, privacy, and security. Provider understands and agrees it is separately and independently responsible for compliance with HIPAA in all these areas and County has not undertaken any responsibility for compliance on Provider's behalf. Provider has not relied, and will not in any

way rely, on County for legal advice or other representations with respect to Provider's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Provider and County understand and agree each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

- 14. ENTIRE AGREEMENT: This Agreement, together with the Additional Provisions attached hereto, and incorporated herein by reference, contains the entire Agreement between the parties relating to the rights granted and the obligations assumed by the parties with respect to the subject matter thereof. This Agreement supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.
- 15. NO THIRD PARTY RIGHTS: No provision in this Agreement shall be construed to confer any rights to any third person or entity.

- 16. PARTIAL INVALIDITY: If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.
- 17. SEVERABILITY: The body of this Agreement, and any exhibits attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties. If for any reason, any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.
- desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. The EMS Agency Medical Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

- A. Notices to County shall be addressed as follows:
  - (1) Department of Health Services
    Emergency Medical Services Agency
    5555 Ferguson Drive, Suite 220
    Commerce, CA 90022

Attn.: Acting Director, EMS Agency

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor East
Los Angeles, CA 90012

Attn.: Division Chief

(3) Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street, room 525
Los Angeles, CA 90012

Attn.: Director

- B. Notices to City shall be addressed as follows:
  - (1) City of Los Angeles Fire Department 200 North Main Street Los Angeles, CA 90012

Attn.: Fire Chief

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

Interim Director of Health Services, and City has caused this

Agreement to be subscribed in its behalf by its duly authorized

officer, the day, month, and year first above written.

.

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

City Administrative Officer

By: John F

John F. Schunhoff, Ph.D.
Interim Director
Department of Health Services

APPROVED AS TO FORM: CITY ATTORNEY

APPROVED AS TO PROGRAM:
Department of Health Services

By: \_\_\_\_\_\_City Attorney

Cathy Chidester

Director

Emergency Medical Services Agency

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By:\_\_\_\_\_\_ Kathy Hanks, Director

Contract Administration and Monitoring

MCA/AGREECD4437.JA jca:05/30/08

#### ADDITIONAL PROVISIONS

#### AIR AMBULANCE REGULATIONS

(MEDICAL CONTROL AGREEMENT)

#### 1. EMS AIRCRAFT PROGRAM

- A. Under Title 22, California Code of Regulations, Section 100276-100306, the EMS Agency may designate and approve EMS aircraft and develop associated medical policies and procedures.
- B. <u>BASIS AND PURPOSE</u>: The basis of these Regulations is the desire and intention of the parties to establish and define, in a cooperative manner, the roles and responsibilities relating to EMS aircraft, relative to the delivery of prehospital care and transport of patients as specified in REFERENCE NO. 418, AUTHORIZATION AND CLASSIFICATION OF EMS AIRCRAFT of the Prehospital Care Policy Manual.

Although EMS aircraft (helicopter) transport is not always the optimal transport method, it can be the best alternative when trauma centers or other specialty centers are not available due to distance, traffic congestion, or absence of a designated center.

C. <u>TERM</u>: The term of these Regulations is subject to the term set forth in this Agreement, Paragraph 2., "TERM".

Termination of this Agreement will automatically terminate these

Regulations. Termination of these Regulations will not have an effect on the term of this Agreement.

#### D. RESPONSIBILITIES OF PROVIDER:

- (1) Provider shall implement and comply with the policies and procedures for medical direction of prehospital care advanced life support personnel, including REFERENCE NO. 418, AUTHORIZATION AND CLASSIFICATION OF EMS AIRCRAFT and REFERENCE NO. 706, ALS EMS AIRCRAFT INVENTORY, of the Prehospital Care Policy Manual.
- (2) Provider shall adhere to and be responsible for compliance with all applicable rules and regulations that are or may be established by State statute and regulation and any stipulations of the Federal Aeronautics

  Administration that may be applicable.
- (3) Provider shall integrate EMS air operation into the current CQI program approved by the EMS Agency to include a written plan.
- (4) Provider shall permit the EMS Agency or its agent (e.g., contractor) to perform scheduled annual reviews of the Provider's EMS Aircraft Program. Any deviation from the annual review schedule shall be based on agreement of both parties.
- (5) Provider shall request approval for each EMS aircraft put into service and notify the EMS Agency of

relocations or reallocations of existing ALS staffed EMS aircraft, while maintaining twenty-four (24)-hour operations.

- (6) Provider shall staff each EMS Aircraft with a minimum of two (2) licensed and County accredited paramedics as defined in REFERENCE NO. 418 (described in Paragraph 1.D.(1) of this Exhibit) and ensure that all paramedic personnel working on designated EMS aircraft are visibly identified as such.
- (7) Provider, as in-kind consideration for funding as set forth in this Agreement shall provide service to Los Angeles County Department of Health Services by interfacility helicopter transport between County facilities, when requested through the Medical Alert Center (MAC).
- (8) Provider shall identify a liaison with the EMS Agency for communication, problem resolution, and review of this Agreement.
- (9) Subject to availability, Provider shall participate in delivery of pharmaceuticals and medical supplies, including the Strategic National Stockpile, via aircraft\transport as necessary in the event of a terrorism incident or public health emergency. This may include transport of key EMS Agency disaster management personnel,

as needed.

### E. RESPONSIBILITIES OF THE EMS AGENCY:

- (1) EMS Agency shall coordinate and educate base hospitals, trauma centers, and the MAC with the capability of receiving or directing patient care by helicopter ambulance providers on the policies and operations pertinent to the EMS aircraft program.
- (2) EMS Agency shall maintain a communication system with 24-hour/7-day per week operations to ensure the coordination of aircraft destination and landing, e.g., the MAC.
- (3) EMS Agency shall collect and maintain data on all patients transported by designated EMS aircraft, which would include, but not be limited to, reports on patients transported that have met "Trauma Criteria" as defined in Los Angeles County Prehospital Care Policy Manual, REFERENCE NO. 506, TRAUMA TRIAGE.
- (4) EMS Agency shall designate one or more individuals within EMS Agency with the primary responsibilities of communication and liaison with the Provider on EMS aircraft issues.

## RECOMMENDED GUIDELINES FOR DISCIPLINARY ORDERS AND CONDITIONS OF PROBATION

Effective July 10, 2002



### **TABLE of CONTENTS**

Se	ection No. and Subject	Page
i.	Foreword	.1
11.	Disciplinary Consideration Factors	1
Ш.	Violations and Recommended Disciplinary Actions	2
	Fraud in the Procurement of Any License or Certificate	2
	Gross Negligence	2
	Repeated Negligent Acts	3
	Incompetence	3
	Commission of Any Fraudulent, Dishonest, or Corrupt Act	3
	Conviction of Any Crime	4
	Violating, Attempting to Violate, or Abetting Violation of this Statute	4
	Violating, Attempting to Violate, or Abetting Violation of Statutes Regulating Narcotics, Dangerous Drugs or Controlled Substances	4
	Addiction to, Excessive Use of, or Misuse of Alcoholic Beverages, Narcotics, Dangerous Drugs, or Controlled Substances	4
	Functioning Outside the Supervision of Medical Control	5
	Irrational Behavior or Physical/Mental Disability which Impairs the Paramedic's Abilities	5
	Unprofessional Conduct	5
iV.	Detoxification/Diversion Program Criteria	6
V.	Mitigating Evidence	. 7

VI.	Language for M	lodel Disciplinary Orders	8
	Standard Ro	evocation Orders	8
	Standard St	ay Order	9
	Standard St	uspension Orders	9
	Conditions of	of Probation	9
	Stand	#1- Probation Compliance #2- Personal Appearances #3- Quarterly Report Requirements #4- Pre-employment Notification #5- Notification of Termination #6- Functioning as a Paramedic #7- Obey All Related Laws #8- Completion of Probation #9- Violation of Probation	9 9 10 10 10 10
	Optio	nal Conditions #1- Abstinence from Drug Possession and Use #2- Abstinence from the Use of Alcoholic Beverages #3- Biological Fluid Testing #4- Drug/Detoxification/Diversion Program #5- Educational Course Work #6- Ethical Practice of EMS #7- Stress/Anger Management #8- Practical Skills Examination #9- Oral Skills Examination #10- Psychiatric/Medical Evaluation #11- Performance Improvement Plan	11 12 13 13 14 13 14 15 15
VII.	Review Board		16

#### Section I: FOREWORD

The following Model Disciplinary Orders have been developed by the Emergency Medical Services Authority (EMSA) in consultation with EMS (Emergency Medical Services) constituent groups from across the state. The purpose of the Model Disciplinary Orders is to provide a consistent and equitable discipline in cases dealing with violations of the Health and Safety Code, Division 2.5, Section 1798.200. The EMSA shall use this document as a standard in settling disciplinary matters when a respondent wishes to resolve the allegations through a negotiated settlement. However, the settlement may be on any terms the parties determine are appropriate pursuant to Section 11415.60 of the California Administrative Procedure Act.

Should the respondent invoke his/her privilege to contest the allegations through the Administrative Procedure Act, the administrative law judge shall use this document as a guide in making his/her recommendations for discipline (if needed) to the EMSA. The recommended discipline should be imposed in the absence of any aggravating or mitigating evidence. The administrative law judge may propose any discipline between the minimum discipline and maximum discipline for a particular violation. When the administrative law judge recommends discipline that is less than the minimum or which exceeds the maximum, a full explanation shall be included as to the nature of the act that warrants unusual consideration. The director of the EMSA has the final determination as to the discipline to be imposed.

The respondent shall be allowed representation of his/her choice through all processes of the investigation, filing of an accusation, negotiation of a settlement, and during an administrative hearing. Any such representation shall be at the respondent's expense.

#### Section II: DISCIPLINARY CONSIDERATION FACTORS

The following factors may be considered for determination of the discipline to be imposed on the respondent. Specifically, whether the discipline warranted is probation, suspension, or revocation. In determining an appropriate suspension period, the EMSA or an administrative law judge may give credit for a suspension term imposed by the respondent's employer.

- 1. Nature and severity of the act(s), offense(s), or crime(s) under consideration;
- Actual or potential harm to the public;
- 3. Actual or potential harm to any patient;
- Prior disciplinary record;
- 5. Prior warnings on record or prior remediation;

- 6. Number and/or variety of current violations;
- 7. Aggravating evidence;
- 8. Mitigating evidence:
- 9. Rehabilitation evidence:
- In case of a criminal conviction, compliance with terms of the sentence and/or court-ordered probation;
- 11. Overall criminal record:
- 12. Time that has elapsed since the act(s) or offense(s) occurred;
- 13. If applicable, evidence of expungement proceedings pursuant to Penal Code 1203.4.

Section III: VIOLATIONS and RECOMMENDED DISCIPLINARY ACTIONS
Health & Safety Code Section 1798.200 specifies the offenses for which the EMSA may take disciplinary action against a paramedic. When filing an accusation, the Office of the Attorney General may also cite additional related statutes and regulations.

When used below, the numbers following the "Minimum Conditions of Probation" refer to the Optional Conditions of Probation in Section VI, These conditions may vary according to the nature and circumstances of the offense.

- 1. Fraud in the procurement of any certificate or license under this division.
  - Maximum Discipline: Revocation or denial.
  - Recommended Discipline: Revocation or denial.
  - Minimum Discipline: Revocation stayed, 60 day suspension/denial.
- Gross negligence An extreme departure from the standard of care which, under similar circumstances would have ordinarily been exercised by a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties if confronted with a similar circumstance.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 60 day suspension, three years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.

- Repeated negligent acts A repeated failure to use such care as a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties would use if confronted with a similar circumstance.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 30 day suspension, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.
- 4. **Incompetence -** The lack of possession of that degree of knowledge, skill, and ability ordinarily possessed and exercised by a licensed and accredited paramedic.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 30 day suspension, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5, 8, 9 and 11.
- 5. The commission of any fraudulent, dishonest, or corrupt act which is substantially related to the qualifications, functions, and duties of prehospital personnel.
  - Maximum Discipline: Revocation.
  - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Condition: 6
- Conviction of any crime which is substantially related to the qualifications, functions, and duties of prehospital personnel. The record of conviction or certified copy of the record shall be conclusive evidence of such conviction.

- Maximum Discipline: Revocation.
- Recommended Discipline: Variable depending on the nature of the crime with terms and conditions.
- Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
- Minimum Conditions of Probation: All Standard Conditions.
- Violating or attempting to violate directly or indirectly, or assisting in or abetting the violation of, or conspiring to violate, any provision of this division or the regulations adopted by the authority pertaining to prehospital personnel.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Condition: 6.
- 8. Violating or attempting to violate any federal or state statute or regulation which regulates narcotics, dangerous drugs, or controlled substances.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 1, 2, 3, 4, and 10.
- 9. Addiction to the excessive use of, or the misuse of, alcoholic beverages, narcotics, dangerous drugs, or controlled substances.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, suspension until successful completion of drug/alcohol detoxification diversion program, 3 years probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 1, 2, 3, 4, and 10.

- Functioning outside the supervision of medical control in the field care system operating at the local level, except as authorized by any other license or certification.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, 15 day suspension, 1 year probation with terms and conditions.
  - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 5 and 8
- 11. Demonstration of irrational behavior or occurrence of a physical disability to the extent that a reasonable and prudent person would have reasonable cause to believe that the ability to perform the duties normally expected may be impaired.
  - Maximum Discipline: Revocation
  - Recommended Discipline: Revocation stayed, suspension until resolution of the physical or mental disability.
  - Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
  - Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 8, 9, and 10.

#### 12. Unprofessional Conduct-

- (A) The mistreatment or physical abuse of any patient resulting from force in excess of what a reasonable and prudent person trained and acting in a similar capacity while engaged in the performance of his or her duties would use if confronted with a similar circumstance. Nothing in this section shall be deemed to prohibit an EMT-I, EMT-II, or EMT-P from assisting a peace officer, or a peace officer who is acting in the dual capacity of peace officer and EMT-I, EMT-II, or EMT-P, from using that force that is reasonably necessary to effect a lawful arrest or detention.
- Maximum Discipline: Revocation/Denial
- Recommended Discipline: Revocation stayed, 60 day suspension, 3 years probation with terms and conditions.
- Minimum Discipline: Revocation stayed, 3 years probation with terms and conditions.
- Minimum Conditions of Probation: All Standard Conditions and Optional

Conditions: 7 and 10.

- (B) The failure to maintain confidentiality of patient medical information, except as disclosure is otherwise permitted or required by law in Sections 56 and 56.6, inclusive of the Civil Code.
- Maximum Discipline: Revocation/Denial
- Recommended Discipline: Revocation stayed, 30 day suspension, 1 year probation with terms and conditions.
- Minimum Discipline: Revocation stayed, 1 year probation with terms and conditions.
- Minimum Conditions of Probation: All Standard Conditions and Optional Conditions: 6 and 9.
- (C) The commission of any sexually related offense specified under Section 290 of the Penal Code.
- Maximum Discipline: Revocation/ Denial
- Recommended Discipline: Revocation/Denial
- Minimum Discipline: Revocation/Denial

### Section IV: DETOXIFICATION/DIVERSION PROGRAM CRITERIA

The criteria to be considered in determining rehabilitation for alcohol/drug abuse offenses include, but are not limited to:

- Successful completion of a drug/alcohol treatment program (a minimum of 6 months duration). The treatment program may be a combined in-patient/out-patient and aftercare program. The program shall include at least the following elements:
  - 1. Chemical-free treatment philosophy;
  - 2. Individual and/or group counseling;
  - 3. Random, documented biological fluid testing;
  - 4. Participation in support groups;
  - 5. Education about addictive disease;
  - 6. Adherence to a 12-step recovery program philosophy or equivalent;
  - 7. Written documentation of participation in a 12-step recovery group or equivalent.
- Employment with a pre-hospital care provider, for a minimum of six (6) months, with documentation from the employer that the employer was aware of the previous drug

or alcohol abuse problems. The documentation must substantiate that while employed, there was no evidence of continued alcohol or drug use and that the respondent performed paramedic functions in a safe and competent manner.

- If the respondent is seeking reinstatement of his/her license, employment for a minimum of six (6) months with documentation from the employer that while employed, there was no evidence of alcohol or drug use.
- A minimum of one (1) year must have elapsed between the time of the second offense and the effective date of the prior order.

#### Section V: MITIGATING EVIDENCE

The respondent is permitted to present mitigating circumstances at a hearing. The same opportunity is provided in the settlement process.

The following documents are examples of appropriate evidence the respondent may submit to demonstrate his/her rehabilitative efforts and competency:

- A. Dated written statements from persons in positions of authority who have onthe-job knowledge of the respondent's current paramedic competence. Each statement should include the period of time and capacity in which the person worked with the respondent and should contain the following sentence at the end: "I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct to the best of my knowledge." The statement should be signed and dated by the person making the statement;
- B. Dated letters from counselors regarding the respondent's participation in a rehabilitation or recovery program, where appropriate. The letters should include a description of the program, the number of sessions that the respondent has attended, the counselor's diagnosis of the respondent's condition, the respondent's prognosis for recovery, the respondent's current state of rehabilitation (or improvement), the counselor's basis for determining improvement, and the credentials of the counselor;
- C. Dated letters describing the respondent's participation in support groups;
- D. Dated laboratory analyses or drug screen reports, where appropriate;

- E. Dated performance evaluation(s) from the respondent's employer,
- F. Dated physical examination or assessment report by a licensed physician;
- G. Certificates or transcripts of courses related to paramedic duties that the respondent might have completed since the date of the violation. A paramedic whose license has been revoked does not possess a paramedic license. Therefore, the individual cannot use his/her former license number to obtain continuing education credit/hours or for any other purpose. However, he or she may take continuing education courses so long as a paramedic license is not used.

### Section VI: LANGUAGE FOR MODEL DISCIPLINARY ORDERS

#### Standard Revocation Orders

License Number revoked.	se: issued to the respondent,	, is
Revocation - Multiple Ca License Number revoked pursuant to Deter	uses: issued to the respondent, mination of Issues:, jointly and separ	, is ately.
Standard Stay Order		
	is stayed and the respondent is placed on proba e following terms and conditions:	ation
(List of terms and condition	ns.)	

#### Standard Suspension Orders

Suspension - Single Cause License Number is suspended for	issued to the respondent,	1 ·.
Suspension - Multiple Cau	ses: (Concurrent)	
License Number	issued to the respondent,	<u></u>
is suspended for	pursuant to determination of issues:	1
jointly and separately. All su	spensions shall run concurrently.	
Suspension - Multiple Cau	ses: (Consecutive)	٠.
	issued to the respondent,	
is suspended for		
iointly and separately. All sur	spensions shall run consecutively.	

#### Standard Conditions of Probation

1. Probation Compliance:

The respondent shall fully comply with all terms and conditions of the probationary order. The respondent shall fully cooperate with the EMSA in its monitoring, investigation, and evaluation of the respondent's compliance with the terms and conditions of his/her probationary order.

The respondent shall immediately execute and submit to the EMSA all Release of Information forms that the EMSA may require of the respondent.

2. Personal Appearances:

As directed by the EMSA, the respondent shall appear in person for interviews, meetings, and/or evaluations of the respondent's compliance with the terms and conditions of the probationary order. The respondent shall be responsible for all of his/her costs associated with this requirement.

3. Quarterly Report Requirements:

During the probationary period, the respondent shall submit quarterly reports covering each calendar quarter which shall certify, under penalty of perjury, and document compliance by the respondent with all the terms and conditions of his/her probation. If the respondent submits his/her quarterly reports by mail, it shall be sent as Certified Mail.

#### 4. Employment Notification:

During the probationary period, the respondent shall notify the EMSA in writing of any EMS employment. The respondent shall inform the EMSA in writing of the name and address of any prospective EMS employer prior to accepting employment.

Additionally, the respondent shall submit proof in writing to the EMSA of disclosure, by the respondent, to the current and any prospective EMS employer of the reasons for and terms and conditions of the respondent's probation.

The respondent authorizes any EMS employer to submit performance evaluations and other reports which the EMSA may request that relate to the qualifications, functions, and duties of prehospital personnel.

Any and all notifications to the EMSA shall be by certified mail.

#### 5. Notification of Termination:

The respondent shall notify the EMSA within seventy-two (72) hours after termination, for any reason, with his/her prehospital medical care employer. The respondent must provide a full, detailed written explanation of the reasons for and circumstances of his/her termination.

Any and all notifications to the EMSA shall be by certified mail.

#### 6. Functioning as a Paramedic:

The period of probation shall not run anytime that the respondent is not practicing as a paramedic within the jurisdiction of California.

If the respondent, during his/her probationary period, leaves the jurisdiction of California to practice as a paramedic, the respondent must immediately notify the EMSA, in writing, of the date of such departure and the date of return to California, if the respondent returns.

Any and all notifications to the EMSA shall be by certified mail.

#### 7. Obey All Related Laws:

The respondent shall obey all federal, state and local laws, statutes, regulations, written policies, protocols and rules governing the practice of medical care as a

paramedic. The respondent shall not engage in any conduct that is grounds for disciplinary action pursuant to Section 1798.200. To permit monitoring of compliance with this term, if the respondent has not submitted fingerprints to the EMSA in the past as a condition of licensure, then the respondent shall submit his/her fingerprints by Live Scan or by fingerprint cards and pay the appropriate fees within 45 days of the effective date of this decision.

Within 72 hours of being arrested, cited or criminally charged for any offense, the respondent shall submit to the EMSA a full and detailed account of the circumstances thereof. The EMSA shall determine the applicability of the offense(s) as to whether the respondent violated any federal, state and local laws, statutes, regulations, written policies, protocols and rules governing the practice of medical care as a paramedic.

Any and all notifications to the EMSA shall be by certified mail.

#### 8. Completion of Probation:

The respondent's license shall be fully restored upon successful completion of probation.

#### 9. Violation of Probation:

If during the period of probation the respondent fails to comply with any term of probation, the EMSA may initiate action to terminate probation and implement actual license suspension/revocation. Upon the initiation of such an action, or the giving of a notice to the respondent of the intent to initiate such an action, the period of probation shall remain in effect until such time as a decision on the matter has been adopted by the EMSA. An action to terminate probation and implement actual license suspension/revocation shall be initiated and conducted pursuant to the hearing provisions of the California Administrative Procedure Act.

The issues to be resolved at the hearing shall be limited to whether the respondent has violated any term of his/her probation sufficient to warrant termination of probation and implementation of actual suspension/revocation. At the hearing, the respondent and the EMSA shall be bound by the admissions contained in the terms of probation and neither party shall have a right to litigate the validity or invalidity of such admissions.

#### **Optional Conditions of Probation**

Abstinence from Drug Possession and Use:

The respondent shall abstain from the possession, injection or consumption by any route of all controlled substances, dangerous drugs, or any drugs requiring a prescription unless prescribed under federal or state law as part of a documented medical treatment. Within fourteen days of obtaining such a prescription, respondent shall ensure that the prescribing professional provides the EMSA a written report identifying the medication, dosage, the date the medication was prescribed, the respondent's diagnosis, and the date the medication will no longer be required. This report must be provided to the EMSA directly by the prescribing professional.

If the respondent has a lawful prescription when initially placed on probation, this same report must be provided within fourteen days of the commencement of probation.

Any and all notifications to the EMSA shall be by certified mail.

#### 2. Abstinence from the Use of Alcoholic Beverages:

The respondent shall abstain from the use of alcoholic beverages.

#### 3. Biological Fluid Testing:

The respondent shall submit to routine and random biological fluid testing or drug/alcohol screening as directed by the EMSA or its designee. Respondent may use a lab pre-approved by the EMSA or may provide to the EMSA the name and location of an independent laboratory or licensed drug/alcohol testing facility for approval by the EMSA. The EMSA shall have sole discretion for lab approval based on criteria regulating professional laboratories and drug/alcohol testing facilities. When the EMSA requests a random test, the respondent shall provide the required blood/urine sample by the time specified, or within 12 hours of the request if no time is specified. When the EMSA requests a random test, the respondent shall ensure that any positive test results are conveyed telephonically by the lab to the EMSA within 48 hours, and all written positive or negative results are provided directly by the lab to the EMSA within 10 days. The respondent shall be responsible for all costs associated with the drug/alcohol screening.

At the EMSA's sole discretion, the EMSA may allow the random drug testing to be conducted by the respondent's employer to meet the requirement of random drug testing as set forth above. The results of the employer's random drug testing shall be made available to the EMSA in the time frames described above.

4.	Drug/Detoxification/Diversion Program:
	Within days of the effective date of this decision, the respondent shall enroll
	and participate in a drug/detoxification/diversion program approved by the
	EMSA. The respondent shall participate in the program until appropriate medica
	supervision determines that further treatment and rehabilitation is no longer

If the respondent voluntarily withdraws from the drug/detoxification/diversion program or the respondent is expelled from the program, such withdrawal or expulsion shall constitute a violation of probation by the respondent. The respondent shall be responsible for all costs associated with such drug/detoxification/diversion program.

#### 5. Educational Course Work:

necessary.

Within \_\_\_\_ days of the effective date of this decision, the respondent shall submit to the EMSA proof of completion of \_\_\_\_ hours of education in areas substantially related to the offense as stated in the accusation and to the satisfaction of the EMSA.

Any educational program may include community service to reinforce the learning objectives of the educational program.

All courses must be approved by the EMSA. Within thirty-five days after completing the course work, the respondent shall submit evidence of competency in the required education. Submittal of a certificate or letter from the instructor attesting to the respondent's competency shall suffice.

Any and all notifications to the EMSA shall be by certified mail.

#### 6. Ethical Practice of EMS:

Within \_\_\_\_ days of the effective date of this decision, the respondent shall submit to the EMSA, for its prior approval, a course in Ethics. The respondent must complete this course during his/her probation period.

Upon completion by the respondent of the Ethics course, the respondent shall submit proof to the EMSA that he/she fulfilled all course requirements.

Any and all notifications to the EMSA shall be by certified mail.

#### 7. Stress/Anger Management:

Within \_\_\_\_ days of the effective date of this decision, the respondent shall enroll and participate in a local, court approved, stress/anger management program, which the respondent shall complete during his/her probation. Upon completion of the approved program, the respondent shall submit proof to the EMSA that he/she has fulfilled all course requirements.

Any and all notifications to the EMSA shall be by certified mail.

#### 8. Practical Skills Examination:

Within \_\_\_\_\_ days of the effective date of this decision, the respondent shall submit to and pass a skills examination in subjects substantially related to the accusation based upon the U. S. Department of Transportation (DOT) and/or the National Registry of Emergency Medical Technicians (NREMT) skills examination, when applicable. If not addressed in the DOT or NREMT, an approved local standard shall be identified and utilized. The skills examination shall be administered by a board selected by the EMSA using the preestablished criteria (See Section VII: Review Board for criteria).

If the respondent fails the examination, the respondent may function as a paramedic only while under the direct supervision of a preceptor. The respondent shall not be allowed to function as a sole paramedic until the respondent passes the examination. The respondent has the option and right to repeat the examination. There shall be at least a two-week period between examinations. No more than three attempts to pass the examination shall be allowed. If the respondent fails to pass the exam after three attempts, or chooses not to retake the examination, the respondent's license shall be revoked.

#### 9. Oral Skills Examination:

Within \_\_\_\_ days of the effective date of this decision, the respondent shall submit to and pass an oral exam in subjects substantially related to the accusation. The oral exam shall be administered by an examination board selected by the EMSA using pre-established criteria (See Section VII: Review Board for criteria).

If the respondent fails the examination, the respondent may function as a paramedic only while under the direct supervision of a preceptor. The respondent shall not be allowed to function as a sole paramedic until the respondent passes the examination. The respondent has the option and right to repeat the examination. There shall be at least a two-week period between

examinations. No more than three attempts to pass the examination shall be allowed. If the respondent fails to pass the exam after three attempts, or chooses not to retake the examination, the respondent's license shall be revoked.

	revoked.
10.	Psychiatric/Medical Evaluation:  Within days of the effective date of this decision, and on a periodic basis as specified by a psychiatrist certified by the American Board of Psychiatry and Neurology, the respondent shall submit to a psychiatric evaluation. The psychiatrist must be approved by the EMSA prior to the evaluation. The respondent shall be responsible for all costs associated with the evaluation.
	Within days of the effective date of this decision, and on a periodic basis as specified by a licensed physician, the respondent shall submit to a medical evaluation. The physician must be approved by the EMSA prior to the evaluation. The respondent shall be responsible for all costs associated with the evaluation.
	The EMSA shall have the sole discretion to determine if the respondent may continue to practice as a paramedic until such time that the psychiatrist or physician evaluates and determines that the respondent is mentally and/or physically fit to practice safely as a paramedic.
11.	Performance Improvement Plan: The respondent shall function as a practicing paramedic while on probation, except during the time when the respondent's license is suspended by a term or condition of the disciplinary order.
	The respondent shall submit to the EMSA periodic Performance Improvement Plan reports compiled by his/her employer, local EMS agency, or approved education provider. These reports shall document improvement as desired in the plan in order to satisfy this condition. The Performance Improvement Plan shall be developed by the EMSA in conjunction with the respondent's employer(s), and with input from the local EMS agency(les). Performance Improvement Plan reports shall be submitted to the EMSA every days for a period of
	A Performance Improvement Plan may include, but not be limited to, education and/or evaluation of the respondent in areas substantially related to the

accusation as follows:

#### **Board Member Qualifications**

#### Physician

- Must be certified by the California Medical Board.
- Must have five or more years of experience in EMS.
- Must not have had any discipline brought against him/her by the Medical Board of California.
- Must not have any criminal convictions.

#### Paramedic

- Must be currently licensed by the EMSA without any restrictions.
- Must not have been disciplined by the EMSA for violations of the Health and Safety Code, Division 2.5, Section 1798.200.
- Must qualify as a field preceptor as that term is defined by EMSA regulation (Section 100149(e)(1)-(4), Chapter 4, Division 9, Title 22, California Code of Regulations).
- · Must not have any criminal convictions.

#### Educator

- Must qualify as a course director or principal instructor for a Paramedic Training Program as that term is defined in California Code of Regulations, Title 22, Division 9, Chapter 4, Section 100149.
- Must have five or more years of experience in EMS with at least two years as an EMS educator in a primary paramedic training program.
- Must not have been disciplined by their Professional Licensing/Certification Board.
- Must not have any criminal convictions.

### EMS REPORT

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#### Los Angeles County Emergency Medical Services Agency EXHIBIT III ADVANCED LIFE SUPPORT CONTINUATION FORM (Page 2 of 2) Seq. # Provider Code: Unit: \_\_\_\_\_ Date: Sec. Seq. # \_\_\_\_\_ Patient Name: \_\_\_ (if applicable) incident #: Med / Defib | Dose | Route | Result EKG TM# Time | SBP / DBP | P SpO2 Pain 0-10 Time Additional Comments: REASON FOR ADVANCED AIRWAY ☐ Resp Arrest ☐ Cardiopulmonary Arrest ☐ HYpoventilation ☐ Profoundly Altered ☐ CTher: THE FOLLOWING SECTION MUST BE COMPLETED ON ALL PATIENTS REQUIRING ADVANCED AIRWAY INTERVENTION ETT Size: ☐ Flex Guide ENDOTRACHEAL TUBE/COMBITUBE Attempts: SUCCESS Y N Cric. Pressure ET/ETC ET/ETC ETC ET/ETC Tube Placement: Mark at teeth: PM # PM # \_\_\_\_ PM # PM# ETC ventilating: Tube # 1 (Blue) Tube #2 (Cles Time ET/ETC Start: Time ET/ETC Success: ☐ CLenching ☐ ANatomy ☐ Gag Reflex Complications During □ NOne □ Emesis/Secretions/Blood ☐ Gastric Dist. ☐ OTher: Tube insertion: Initial Advanced Airway Tube Placement Confirmation: ☐ Bilateral Breath Sounds ☐ Bilateral Chest Rise ☐ Absent Gastric Sounds ☐ EtCO2 Detector Colorimetric: ☐ Y ☐ T ☐ ☐ EID No Resistance ☐ Capnometry Measure: ONIGOING VEHIFICATION OF CORRECT ADVANCED AIRWAY PLACEMENT ☐ Continued correct placement ☐ Suspected dislodgement ☐ Reassessed after patient movement Time: ☐ Continued correct placement ☐ Suspected dislodgemer ☐ Reassessed after patient movement Time: % Spontaneous Resp: ☐ Y ☐ N Care Transferred to: : CO2: CARDIAC ARREST/RESUSCITATION ALS AIRWAY UNABLE (REASON) PUlses with CPR by EMS: ☐ Y ☐ N ☐ Positive Gag Reflex ☐ Anatomy BVM Ventilation ☐ Restoration of Pulse: \_\_\_\_\_\_ (Time) ☐ Resuscitation D/C by Base@ \_\_\_\_\_ (Time) (If AA Unable) ☐ Blood/Secretions ☐ Unable to Visualize Cords Bilateral: ☐ Unable to Visualize Epiglottis Pronounced By: ☐ Breath Sounds Rhythm when pronounced: ☐ Equipment Failure ☐ Chest Rise ☐ Logistical/Environmental Issues Comments: Existing Tracheostomy ☐ Describe issues: VERIFICATION OF TUBE PLACEMENT (attach waveform printout or obtain physician signature) Receiving Facility: Verification technique: Visualization Auscultation EtCO2 X-ray Patient Disposition: Expired in ED Admitted or transferred to another facility

Placement: Tracheal Esophageal Right Main Comments:

(Print Name)

Signature:

EMS REPORT

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### COUNTY OF LOS ANGELES EMS PROVIDER AGENCY CONDITIONS FOR PROVISION OF TEMIS SOFTWARE

### County, through its EMS Agency, will:

- 1. Give Provider a nonexclusive, nontransferable, single user license to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc. or until the Agreement is terminated. Such license entitles the Provider to copy TEMIS software and documentation for back-up or archive purposes only and does not give the Provider the right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software or documentation to any other person or entity.
- 2. In the event of errors in software, use reasonable efforts to promptly rectify the software. Whenever possible, County shall correct a problem in 24 hours or less. County shall have no such obligations if the problem(s) is a direct or indirect result of software modifications made without written approval from County.
  - In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information and the like), arising out of the use or inability to use the software, even if County has been advised of the possibility of such damages. The County does not warrant that operations of the software will be uninterrupted or error-free or that all errors will be corrected.
- Offer a minimum of 16 hours TEMIS basic software training (to include an EMS Data Collection and Form Training Manual) and 24 hours of advanced/refresher training per year, for at least two persons from Provider, to enable Provider personnel to perform data entry, database maintenance, and basic report generation functions.

#### Provider will:

1. Install in a reasonably secure area and provide maintenance of personal computer (PC) peripherals meeting specifications shown in Exhibit VI, attached hereto and incorporated herein by reference.

- 2. Should County remove all or any portion of TEMIS software required to submit Provider data to County, or fail to correct any software errors which prevent Provider from being able to perform data entry, Provider's obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.
- 3. Not modify the structure and/or function of the TEMIS application software. The software configuration provided shall be used exclusively for the purposes of EMS data collection.
- 4. Seek telephone assistance from County, whenever TEMIS operation failure occurs, to obtain County TEMIS software maintenance services.
- 5. Ensure that all software application modules and all material, documents, software programs and documentation, written training documentation and aids and other items provided by County are safeguarded and held in confidence. Such means shall include, but not be limited to requiring each Provider employee or agent given access to TEMIS software to enter into a written agreement in the same form identified as Exhibit VII, attached hereto and incorporated herein by reference.
- 6. If it is reasonably determined by Director that any repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Provider's negligence, Provider shall reimburse County for the repair, replacement, or recovery cost at a maximum labor rate of \$50 per hour.

In the event that the agreement is terminated for any reason, County shall promptly remove all TEMIS software and the Provider shall return to County all TEMIS documentation (and all copies hereof made by Provider) provided by County to Provider.

### Lancet Products (Standalone Version)

 3.2 GHz Intel Pentium 4 recommended. Pentium-II 450 MHz minimum supported.

(Note: Intel Celeron and AMD processors not supported.)

Windows 2000 or XP Professional recommended.
 Windows NT 4.0 (with Service Pack 6) minimum supported.

(Note: Windows 95, Windows 98, Millennium Edition (Me), XP Home Edition not supported.)

- 1 GB memory recommended.
   128 MB minimum supported.
- 1 gigabyte (GB) of available hard disk space minimum required.

(Note: Actual requirements will be based on your planned use of the software and the amount of data you will be entering or importing.)

High speed Internet connection recommended.
 Web access required. FTP access strongly recommended.

(Note: Internet access is needed for remote access using WebEx. Please visit <a href="https://www.webex.com">www.webex.com</a> for details.)

10/100 NIC card.

(Note: Needed for Internet-based remote support.)

- 17 inch LCD Monitor (1024 x 768) recommended.
   Super VGA (800 x 600) or higher-resolution monitor with 256 colors minimum supported.
- CD-ROM or DVD drive.
- 3 ½ inch Floppy Disk drive.
- Keyboard and Microsoft Mouse or compatible pointing device.
   (Note: Optical mouse recommended.)

### Additional Items Required to Use Product Features

For printing
 A printer suitable for the amount and type of printing that you will be doing.

 Hewlett-Packard's printers are strongly recommended.

#### Additional Recommendations

- · Anti-Virus Software
- · Backup Software and Media
- Universal Power Supply
- E-mail account

### ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT REGARDING PROVIDER AGENCY DATA COLLECTION OBLIGATIONS

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's EMS data obligations. I agree to forward all requests of the release of any data or information received by me to my employer's Trauma and Emergency Medicine Information System (TEMIS) supervisor.

I agree to keep all patient and/or agency identifiable TEMIS data confidential and (unless authorized by the patient or the appropriate agency) to protect these confidential materials against disclosure to other than my employer or County authorized employees who have a need to know the information.

I agree that all TEMIS software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation aids, and other items provided to Provider by County for purposes of TEMIS data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the Provider's EMS data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME:		DATE:	
<del></del>	(Signature)		
NAME:	,	DATE:	
	(Print)		
POSITION:			

		_ PROVIDER AGENCY
	MONTHLY RUN VOI	LUME
Date Sent:		
Month:		
Number of 9-1-1 response	es (hand count)	<del></del>
Entered in TEMIS:		
All		
Some (enter volume)		
None		

Please send to:

Emergency Medical Services Agency Attention: TEMIS Unit

5555 Ferguson Drive, Suite 220 Commerce, CA 90022



**CLASS SPECIFICATION** 

(Date) TRAUMA CARE COORDINATOR, (Class Code)

#### **Summary of Duties**

This position provides leadership for the coordination, review, monitoring and development of activities related to all aspects of land based and aeromedical operations within the Los Angeles County Trauma System. Working closely with the Department's Medical Director, this officer supervises all the Department's Aeromedical Clinical Care Coordinator's duties and responsibilities. Specific attention to aeromedical Continuing Education, Quality Improvement, and operational management of the Department's air ambulance program.

An example of Essential Responsibilities and Duties – This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbent(s) may be expected to perform job-related duties other than those contained in this document and may be required to have specific job-related knowledge and skills.

- Serves as the primary trauma and aeromedical oversight resource for the department.
- Implements the Los Angeles County Trauma System Plan and any forthcoming revisions.
- Provides preflight, in-flight, and dynamic and retrospective review of aeromedical activities.
- Conducts periodic reviews and makes recommendations for changes to the Los Angeles County Trauma System Plan.
- Coordinates activities related to the Los Angeles County Trauma System Plan.
- Assists in coordination and oversight of trauma and aeromedical data collection systems.
- Prepares and monitors the Trauma Center Service Agreements/Amendments to ensure compliance with all aspects of the agreement.
- Evaluates data and prepares periodic reports reflecting trauma system and aeromedical operations and patient outcome.
- Monitors pre-hospital care and triage patterns for consistency with established protocols.

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Trauma Care Coordinator Class Specification Page 2

- Serves as a liaison on trauma aeromedical related matters for EMS with all Trauma Program Coordinators, the State EMS Authority, and other County departments and any other organizations as required.
- Coordinates the Inter-facility patient transport of patients between hospitals managed by Los Angeles County via ground or air ambulance.
- · Assists with coordinating trauma prevention activities with trauma system hospitals.
- Assists in the development of other specialty care programs as needs are identified (e.g. pediatric care, burn care, etc.)
- Investigates and responds to questions or complaints regarding the trauma system and aeromedical operations.
- Implements and maintains a Quality Improvement Program in conjunction with area trauma hospitals.
- Participates in the Los Angeles County EMS Quality Improvement Program.
- Participates in Los Angeles County committees addressing surge capacity and disaster preparedness.
- Designs and generates trauma and aeromedical database reports.
- Develops and reviews trauma-related and aeromedical policies, practices, and procedures
- Monitors trauma triage criteria and trauma center catchment areas and ensures adherence to established trauma catchment policies.
- Participates as a member of the Trauma Hospital Advisory Committee.
- Develops and monitors and conducts analysis of trauma and aeromedical related legislation.
- Suggests and assists with trauma and aeromedical related research.
- Provide for inter-department and regional professional staff development participating in case review, standardizing practice guidelines, and directing community trauma education and prevention programs.
- Coordinates with the EMS agency to develop/ensure the aero transport of the Los Angeles County medical cache in case of disaster.
- Perform related duties and responsibilities as required.

#### Qualifications

### Knowledge of:

- Principles, methods and procedures of pre-hospital medical, trauma, and aeromedical care.
- Emergency Medical Services operations, organizations and procedures.
- Training methods, staff and program assessment.

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Trauma Care Coordinator Class Specification Page 3

- Federal, State and local laws and regulations governing trauma and aeromedical services/systems.
- Pertinent City personnel rules, Fire Department Rules and Regulations, Manual of Operation and Memoranda of Understanding provisions pertaining to subordinate employees.
- Department accident investigation procedures, complaint investigation protocol, and disciplinary policies and procedures.
- Department and City policies and procedures relative to the budget process and preparation.
- Medical terminology, basic and advanced patient care policies, practices, and procedures of the Fire Department, and County of Los Angeles.
- Policies and procedures relative to the Commission of Accreditation of Medical Transport System (CAMTS).

#### Ability to:

- Utilize effective interpersonal, written and verbal communication skills.
- Prepare comprehensive reports.
- Effectively interact with various individuals, private and public organizations.
- Promote standardization and compliance with trauma and aeromedical system policies, practices, and procedures.
- Make decisions and recommendations to promote problem solving.
- Deliver effective public presentations.
- Work cooperatively and effectively with professional and non-professional employees.
- Plan, develop, organize, coordinate, direct, implement and evaluate trauma and aeromedical related training and operational programs.
- Maintain confidential information in accordance with all legal standards.
- Establish, implement, and achieve goals and objectives.
- Analyze data, interpret policies, procedures and regulations, develop appropriate conclusions and prepare reports.

#### Requirements

- Status as a Fire Assistant Chief, or reachable on the Fire Assistant Chief Promotional List
- Two years emergency medical experience as an EMT-Paramedic
- Unrestricted field duty status

Trauma Care Coordinator Class Specification Page 4

#### **Conditions**

- All required licenses must be maintained in an active status without suspension or revocation throughout employment.
- This officer may be required to stay at or return to work during public health incidents and/or emergencies to perform duties specific to this classification or to perform other duties as requested in an assigned response position. This may require working a non-traditional work schedule or working outside normal assigned duties during the incident and/or emergency.



#### THE CITY OF LOS ANGELES

#### **CLASS SPECIFICATION**

### (date) AEROMEDICAL CLINICAL CARE COORDINATOR, (class code)

<u>Summary of Duties</u>: Provides, directs, and/or oversees aeromedical Continuing Education (CE) and Quality Improvement (QI) management to both the primary and back-up air ambulances.

<u>Distinguishing Features</u>: At the direction of the LAFD Medical Director, an Aeromedical Clinical Care Coordinator (ACCC) supplies state and local mandated continuing education and quality management for Fire Department personnel assigned to the air ambulance and back-up air ambulances. An ACCC assists interaction with peers, officers, hospital staff, public safety personnel, law enforcement personnel and the public while carrying out his/her assigned duties. An ACCC reviews required reports and records related to patient care and aeromedical activities.

Education of aeromedical personnel should include both on-going didactic and clinical experience corresponding to the scope of services provided.

### **Examples of Duties:** An Aeromedical Clinical Care Coordinator:

- Prepares and presents classroom lectures on aeromedical subjects in accordance with State and local continuing education requirements.
- Schedules classes and ensures that appropriate notifications are sent.
- Maintains records documenting the certifications and skills required by the County of Los Angeles Department of Health Services (LADHS).
- Prepares and submits documentation and reports as required by LADHS
- Maintains a database of continuing education classes scheduled, members attending, and hours completed to assure compliance with State mandated requirements.
- Represents the Fire Department at meetings and conferences relative to Aeromedical operations.
- Ensures compliance with LADHS policy and CAMTS (Commission of Accreditation of Medical Transport Systems) survey.
- Recommend continuing education topics based on Total Quality Improvement results.

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May occasionally be assigned to other duties for training purposes or to meet technological changes or emergencies.

**Qualifications:** Incumbents must have the following knowledge and abilities:

#### Knowledge of:

- Principles, practices, related equipment, and techniques of aeromedical care as mandated by the State of California.
- Classroom curriculum design and instruction.
- Methods of preparing educational material for purposes of conducting training.
- Use of training aids such as television/VCR combinations, overhead projectors, PowerPoint presentations or similar software, computers and the Internet, mannequins, etc.
- Computer software sufficient to maintain records of future training required and completed training.
- · Techniques of assessing learning needs; and
- Fire Department policies and practices that relate to aeromedical service.

#### The ability to:

- Make effective oral presentations to individuals and groups.
- Work cooperatively and effectively with professional and non-professional employees.
- Prepare clear and concise reports, memorandums, letters and other written materials.
- Organize and develop effective training programs.
- Keep records related to training activities.

Persons with disabilities may be able to perform the essential duties of this class with reasonable accommodation. Reasonable accommodation will be evaluated on an individual basis and depend, in part, on the specific requirements for the job, the limitations related to the disability, and the ability of the hiring department to accommodate the limitation.

### **Minimum Requirements:**

- 1) Possession of a valid license issued by the State of California as a Physician, Registered Nurse or Paramedic; and
- 2) Two years experience on an aeromedical unit responding to on-scene incidents; and
- Four years of critical care experience ER/ Trauma ICU (CEN, CCRN, CCEMT-P preferred); and
- 4) Current certification in flight medicine (CFRN, FP-C, CCT-P); and
- 5) Current certification in Advanced Trauma Life Support (ATLS) or current Transport Nurse Advanced Trauma Course (TNATC) certification; and

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- 6) Current certification in Neonatal Resuscitation Program (NRP); and
- 7) Current certification in Advance Cardiac Life Support (ACLS) or equivalent curriculum; and
- 8) Current certification in Pediatric Advance Life Support (PALS) or equivalent curriculum: and
- 9) Accreditation by the Los Angeles County Department of Health Services (MICN, PM); and
- 10) Familiar with local, county, state and federal regulations on air ambulance requirements (including Los Angeles County Department of Health Services Ref. 418, Ref. 514, Ref. 515, Ref. 518, Ref. 520, and Ref. 706; FAA, FCC and CAMTS)

License: A valid California driver's license may be required.

As provided in Civil Service Commission Rule 2.5 and Section 4.55 of the Administrative Code, this specification is descriptive, explanatory and not restrictive. It is not intended to declare what all of the duties, responsibilities, and required qualifications of any position shall be.

Los Angeles	County Department of Health Services-Prenospital Care Policy Maridan
Ref. 418	Authorization and Classification of EMS Aircraft
Ref. 514	Prehospital EMS Aircraft Operations
Ref. 515	Air Ambulance Trauma Transport
Ref. 518	Decompression Emergencies/Patient Destination
Ref. 520	Transport of Patients from Catalina Island
Ref. 706	ALS EMS Aircraft Inventory