



DATE: April 5, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

SUBJECT: **ADOPTION OF A BUDGET RESOLUTION ACCEPTING \$18,500 IN GRANT FUNDS FROM SAN DIEGO COUNTY EMERGENCY MEDICAL SERVICES BIOTERRORISM PREPAREDNESS GRANT AWARDED TO THE OCEANSIDE FIRE DEPARTMENT FOR ELECTRONIC PATIENT-DATA DEVICES AND TRANSFERRING THESE FUNDS TO THE FIRE DEPARTMENT**

SYNOPSIS

The San Diego County Emergency Medical Services (EMS) has awarded an \$18,500 Bioterrorism Preparedness Grant to the Oceanside Fire Department. The funds were awarded to facilitate acquisition of electronic patient-data devices to transmit patient data to San Diego County EMS, in part for surveillance purposes. Staff recommends that the City Council adopt a budget resolution accepting \$18,500 in grant funds from the San Diego County Emergency Medical Services.

BACKGROUND

San Diego County Emergency Medical Services made available grant funding to county prehospital agencies such as the Oceanside Fire Department for use toward acquiring electronic patient-data devices. Oceanside Fire Department applied for this funding, and signed, as part of the application, an Advanced Life Support and Bioterrorism Preparedness Activities Agreement between the County of San Diego and the Oceanside Fire Department (Attachment 1). The agreement included a statement of work to affect timelier and better quality data acquisition by agencies and the county to enhance surveillance activities. Oceanside Fire Department was awarded \$18,500 from the San Diego County Emergency Medical Services Bioterrorism Preparedness Grant.

ANALYSIS

The Oceanside Fire Department will use the funds to purchase software and hardware components of an electronic patient-data system. These funds will be used along with funding from a grant that was accepted in June 2005 by Council for \$345,583 from the 2004 Office of Domestic Preparedness/Department of Homeland Security Assistance to Firefighters Grant and \$148,107 in matching City funds. On September 7, 2005, Council approved a professional services agreement with ImageTrend as our software

vendor. Bizco Technologies won a competitive bid for the Panasonic Toughbook hardware utilized for this system for the City of Oceanside.

FISCAL IMPACT

The grant has no matching funds requirement.

COMMISSION OR COMMITTEE REPORT

On April 20, 2006, the Police and Fire Commission will be advised of these awarded funds.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council adopt a budget resolution accepting \$18,500 in grant funds from the San Diego County Bioterrorism Preparedness Grant for software and hardware components of an electronic patient-data system.

PREPARED BY:



Lynne M. Seabloom
Assistant Training Officer/Nurse Educator

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager
Robert J. Dunham, Interim Fire Chief
Nita McKay, Financial Services Director



Attachment 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE
AMENDING THE BUDGET FOR THE 2005-2006 FISCAL YEAR**

WHEREAS, Resolution No.04-R438-1 approving the operating budget for fiscal year 2005-2006 was adopted on June 16, 2004; and

WHEREAS, the City Manager has recommended and the City Council desires to approve certain amendments to said budget;

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows: that the Financial Services Director is authorized to amend the budget as requested and to record interfund cash transfers as required in accordance with this resolution and Resolution No. 04-R438-1 adopting the operating budget for fiscal year 2004-2006 is hereby amended as follows:

Reviewed by Financial Services 

PURPOSE

To authorize the expenditure of grant funds of \$18,500 from San Diego County Emergency Medical Services Bio-Terrorism Preparedness Grant for Electronic Patient-data devices.

IN ORDER TO ACCOMPLISH THIS PURPOSE, THE FOLLOWING ACCOUNTING ENTRY IS NEEDED

ADDITION	ACCOUNT NUMBER & NAME	AMOUNT
384556.5393	Non Capital Equip/Small Tools	\$ 18,500
SOURCE	ACCOUNT NUMBER & NAME	AMOUNT
384556.4457.04556	OFD-FEMA Asst to Firefighter	\$ 18,500
FUND: 274 - Federal Grants Special Revenue Fd		

PASSED AND ADOPTED by the City Council of the City of Oceanside this ___ day of _____, 2006, by the following vote:

AYES:
NAYS:
ABSENT:
ABSTAIN:

ATTEST:

MAYOR OF THE CITY OF OCEANSIDE

CITY CLERK

ADVANCED LIFE SUPPORT AND BIOTERRORISM PREPAREDNESS ACTIVITIES AGREEMENT
BETWEEN THE COUNTY OF SAN DIEGO
AND
OCEANSIDE FIRE DEPARTMENT

507939

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and the OCEANSIDE FIRE DEPARTMENT located at 300 N. Coast Highway, Oceanside, CA 92054 ("Agency"), with reference to the following facts:

RECITALS

- A. Whereas the County authorized the Purchasing and Contracting Director, pursuant to Article XXIII, Section 401 of the Administrative Code, to award an Agreement for Advanced Life Support services and Bioterrorism Preparedness,
- B. Whereas the County is the lead agency for the coordination of the local Advanced Life Support services and Bioterrorism Preparedness program,
- C. Whereas the Agency (Contractor) is specially trained and possesses certain skills, experience, education and competency to participate in the Advanced Life Support services and Bioterrorism Preparedness program,
- D. Whereas the County wishes to enter into this Agreement with the Agency to enhance local Advanced Life Support services and Bioterrorism Preparedness,
- E. Whereas the Chief Administrative Officer made a determination that Agency can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter,
- F. Whereas the Agreement shall consist of this pro forma Agreement and ~~Exhibit A, Statement of Work, and Exhibit B, Payment Schedule~~

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- I. **PURPOSE.** This Agreement is entered into by and between the County of San Diego, Health and Human Services Agency, Division of Emergency Medical Services, and OCEANSIDE FIRE DEPARTMENT for the purpose of participating in the Bioterrorism Preparedness program.
- II. **STATEMENT OF WORK.** Agency shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- III. **INSURANCE.** Within 10 working days prior to the inception of the Agreement Agency shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that the Agency has obtained for the period of the Agreement, at its sole expense insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII.
 - a. An occurrence policy of Commercial General Liability insuring Agency against liability for bodily injury, personal injury or property damage arising out of or in connection with the Agency's performance of work or service under this Agreement of not less than \$1,000,000 per occurrence and \$1,000,000 general aggregate.
 - b. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the County of San Diego.
 - c. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$2,000,000 each accident.
 - d. Professional Liability applies if professional services provided, providing \$1,000,000 per occurrence/\$1,000,000 aggregate.
 - e. Certificates of insurance provided by Agency must evidence that the insurer providing the policy will give County 30 days' written notice, at the address shown in the section of the Agreement entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

The County of San Diego shall retain the right to review the coverage, form and amount of insurance required herein and may require Agency to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County requirements shall be reasonable. County retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

Agency may, with prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Agency shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Agency's (i) net worth, and (ii) reserves for payment of claims of liability against Agency, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Agency's utilization of self-insurance shall not in any way limit liabilities assumed by Agency under the Agreement.

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IV. INDEMNITY

- A. Claims Arising from Sole Acts or Omissions of County. The County hereby agrees to defend and indemnify Agency, its agents, officers and employees, from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of County in the performance of the Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by the Agreement. Agency shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.
- B. Claims Arising From Sole Acts or Omissions of Agency. Agency hereby agrees to defend and indemnify County, its agents officers and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of Agency in the performance of the Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Agency of any obligation imposed by the Agreement. County shall notify Agency promptly of any claim, action or proceeding and cooperate fully in the defense.
- C. Claims Arising from Concurrent Acts or Omissions: County hereby agrees to defend itself, and Agency hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Agency. In such cases, County and Agency agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph IV.E of the Agreement.
- D. Joint Defense: Notwithstanding paragraph C above, in cases where County and Agency agree in writing to a joint defense, County and Agency may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Agency and County. Joint defense counsel shall be selected by mutual agreement of County and Agency. County and Agency agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph IV.E of the Agreement. County and Agency further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Agency.
- E. Reimbursement and/or Reallocation: Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Agency may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

V. TERM OF AGREEMENT

This Agreement shall be effective this Thirteenth day of May 2005 ("Effective Date") and end on August 30, 2005 ("Initial Term") and one year terms beginning August 31, 2005. The County has the option to extend this Agreement annually beyond the expiration of the Initial Term, pursuant to Exhibit A Statement of Work or adjustment factor identified. Unless County notifies Agency in writing, not less than 15 days prior to the expiration date that they do not intend to renew the Agreement, the Agreement will be automatically renewed for another year.

VI. AGREEMENT AMOUNT

The Payment Schedule and method of payment are included in Exhibit B. The County is precluded from making payments prior to receipt of services (advance payments). All invoices must be received no later than July 15, 2005.

VII. AGREEMENT REPRESENTATIVES

COTR. The County has designated the following individual as the Contracting Officer's Technical Representative ("COTR")

Patricia Murrin, Coordinator, EMS
Emergency Medical Services
6255 Mission Gorge Road
San Diego, CA 92120
(619) 285-6429; Fax: (619) 285-6531
patti.murrin@sdcounty.ca.gov

AGENCY'S REPRESENTATIVE. The Agency has designated the following individual as the Agency's Representative.

Robert E. Osby, Fire Chief
Occanside Fire Department
300 N. Coast Highway
Occanside, CA 92054
Phone: (760) 435-4101, FAX: (760) 435-4084
Email:

IN WITNESS WHEREOF, County and Agency have executed this Agreement effective as of the date first set forth above

Agency
Robert Osby
ROBERT E. OSBY, Fire Chief
Occanside Fire Department

Recommend Award
Patricia A Murrin
PATRICIA MURRIN, Coordinator, EMS
Emergency Medical Services
Health & Human Services Agency

County Of San Diego
Winston F. McColl
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

0-14-05
Date

Date

6/20/05
Date

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**County of San Diego, Health & Human Services
Division of Emergency Medical Services
Agreement With Oceanside Fire Department For
Advanced Life Support Services And Bioterrorism Preparedness
Exhibit A – Statement of Work**

1. Scope of Work/Purpose

Contractor will provide the County of San Diego, Health & Human Services Agency, Emergency Medical Services (EMS) with prehospital patient data through access to the Quality Assurance Network Collector System (QCS). This proposed project seeks to facilitate the agency's ability to acquire portable electronic devices as a means of providing more timely and better quality data for surveillance.

2. Background Information

County of San Diego EMS is the coordinating agency for countywide prehospital matters. The County of San Diego has had an electronic data collection system in place since 1993, currently called the Quality Assurance Network Collector System (QCS). Information from this system is used to manage prehospital patients, route paramedics to available hospitals and collect data for surveillance and system management.

Effective July 1, 2005, EMS prehospital protocol changes will include increasing instances of paramedics working on standing orders, thus decreasing the number of paramedic calls to Base Hospitals. Currently the mobile intensive care nurse (MICN) receiving the call completes the MICN portion of the prehospital patient record in the County's Quality Assurance Network Collector System (QCS). Public Health receives data to support countywide bioterrorism surveillance and detection efforts from these calls via the MICN record. To continue to utilize this data source to its fullest, we will need the paramedics to enter their data into the QCS electronically either at point of contact or shortly thereafter.

Many of the paramedic agencies are not currently on the QCS, but, rather, complete optically read "bubble" forms. This paper process has a lag time of at least one month. To facilitate timely data collection, the paramedic agencies have voiced an interest in supplying their paramedics with portable (handheld/tablet PC) electronic devices.

3. Goal

This project will result in more timely and better quality data for our local prehospital system. It will also provide some critical infrastructure for paramedic agencies to permit them to efficiently document hospital transports and collect data useful for ongoing syndromic surveillance activities.

4. Objectives

- 4.1 Assist all advanced life support (ALS) transport agencies to purchase two (2) portable devices and software that is compatible with the QCS program per ALS ambulance.
- 4.2 Enable the continuous collection of syndromic surveillance data from prehospital transports.
- 4.3 Provide some critical infrastructure for paramedic agencies to permit them to efficiently document prehospital transports

5. Target Population

The target population is comprised of all ALS transport agencies in the County of San Diego.

6. Contractor Experience/General Requirements

- 8.1 The contractor will be an ALS agency that transports patients to the hospital.
- 8.2 The contractor will ensure that there is at least one paramedic in the transport vehicle.
- 8.3 The contractor will purchase a portable electronic patient documentation system with compatible hardware, software and technical support that interfaces with the County of San Diego's QCS environment.
- 8.4 The contractor will use only vendors with whom there is an existing interface with the QCS environment. If the contractor elects to use a different vendor, the contractor will be responsible for paying for the creation of an interface.
- 8.5 The contractor will implement policies to protect privacy of patient data compliant with the Health Insurance Portability and Accountability Act (HIPAA) requirements. The parties agree to comply with all applicable state and federal laws and regulations relating to the confidentiality, ownership and

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County of San Diego, Health & Human Services
Division of Emergency Medical Services
Agreement With Oceanside Fire Department For
Advanced Life Support Services And Bioterrorism Preparedness
Exhibit A – Statement of Work

treatment of medical records and information, and that they will safeguard the confidentiality of all confidential information.

- 8.6 The contractor will submit an invoice to the County of San Diego for the purchase of the handheld device, the compatible software and the technical support no later than July 15, 2005.
- 8.7 For federal and state audit purposes, the contractor will provide County of San Diego EMS with purchase invoices as documentation of cost for the devices, the software and the technical support contracts, prior to being reimbursed for said purchases.

7. Requirements of County of San Diego EMS

- 8.1 Disburse all funds to contracted agencies after purchasing portable electronic data collection devices/system and invoicing County.
- 8.2 Maintain the QCS environment.
- 8.3 Provide technical support to the agencies.
- 8.4 Provide appropriate printers and/or docking stations at the receiving facilities to allow transfer of Prehospital Patient Record (PPR) to receiving facility and QCS.

8. Data Collection and Reporting Requirements

- 8.1 The contractor will use best efforts to leave a copy of the prchospital patient record at the receiving hospital when the patient is delivered there.
- 8.2 The contractor will ensure that all electronic patient care documentation is uploaded to the QCS within 24 hours of the actual transport.

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COUNTY OF SAN DIEGO, HEALTH AND HUMAN SERVICES AGENCY
AGREEMENT WITH OCEANSIDE FIRE DEPARTMENT
FOR ADVANCED LIFE SUPPORT SERVICES AND BIOTERRORISM PREPAREDNESS
EXHIBIT B - PAYMENT SCHEDULE

A. AGREEMENT AMOUNT

County agrees to pay Contractors collectively a sum not to exceed (Proportionate Share of Available Pool of Funds Based on Number of Handheld Electronic Input Devices) One Hundred Eighty Five Thousand Dollars (\$185,000.00) For the Total Program for the collection of syndromic surveillance data during the term of this Agreement in accordance with the methods of reimbursement.

B. METHOD OF REIMBURSEMENT

Each participating agency seeking payment shall submit to the COTR a claim for payment no later than July 15, 2005. Statistics from all invoices submitted on a timely basis shall be compiled to determine the total number of handheld electronic input devices purchased. Each agency shall be compensated a proportionate share of the handheld device pool of funds available for that particular fiscal year, based on its proportionate share of handheld devices purchased. The level of funding for this program is subject to appropriation authorized by the Board of Supervisors during that fiscal year.

C. INVOICING

1. The invoice shall be submitted to:

Patrician Murrin, EMS Coordinator
 Emergency Medical Services
 6255 Mission Gorge Road
 San Diego, CA 92120

2. Each invoice shall include the required documentation. County agrees to pay Agency in arrears only after receipt and approval by COTR of properly detailed and itemized invoice referencing the Contract number, number of devices, device technical specifications such as serial numbers, and total amount invoiced.
3. Each invoice so approved and paid shall constitute full and complete compensation to Contractor for the work completed. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.
4. Invoice must contain the following certifications:

I certify, under penalty of perjury under the laws of the State of California, that no employee providing services under the terms and conditions of this contract is currently listed on the GSA Excluded Parties Listing or the OIG List of Excluded Individuals/Entities.

I also certify that the above services were performed in accordance with the agreement.

Authorized Representative

Printed Name & Signature

Date Signed

Telephone & Fax Number