

Cooperative Service Agreement

"Tactical Medic Program"

Between the County of El Dorado, the El Dorado County Sheriff's Office and the El Dorado County Fire Protection District

I. INTRODUCTION

Recognizing the dangerous conditions and potential for injury during tactical law enforcement deployments and trainings, this Agreement for the provision of on-scene medical care is approved and adopted by the **El Dorado County Fire Protection District (County Fire)**, the **El Dorado County Sheriff's Office (EDSO)** and the **County of El Dorado**.

II. OVERVIEW

It is agreed that County Fire will provide medical support for the EDSO "SWAT Team" by providing Tactical Medics (TMs) during the Contract Period.

TMs are paramedics who are specially trained and qualified to provide medical support to the EDSO SWAT Team during call-outs/missions and trainings. The paramedics involved in this program shall be full-time employees of County Fire who volunteer for the program and who are recommended for the program by County Fire.

EDSO will approve paramedics for the TM Program from the group of paramedics recommended by County Fire. EDSO will incorporate the paramedics as TMs in an unarmed and limited SWAT team member capacity. EDSO will provide tactical training, all necessary equipment including body armor, uniforms, and required medical supplies.

TMs will receive communications, weapons & tactics familiarization training from the EDSO SWAT Team at regularly scheduled training sessions. EDSO requires that the TM regularly train with the SWAT Team at least twelve (12) times per year. TMs will be required to demonstrate proficiency in tactics and are subject to the same rules as SWAT Team members regarding selection and training, with the exception of rules pertaining to marksmanship.

TMs will maintain California Paramedic Licensure and El Dorado County Accreditation during the Contract Period. TMs will be required to complete a POST certified Basic and Advanced Tactical Paramedic course within their first year of selection. Once initial training is completed, paramedics will be designated "Tactical Medics."

III. EMPLOYMENT STATUS AND COMPENSATION

The TMs shall remain employees of County Fire and will be compensated by County Fire during call-outs and training. The total not to exceed contract amount is \$40,000. The EDSO shall pay each invoice within thirty days. County Fire will invoice EDSO on a quarterly basis at the rate up to \$27.87 top step regular, and \$41.81 for overtime for the services of each County Fire Paramedic deployed as a TM on scene or during training. County Fire will provide supporting documentation with its billing to the EDSO. This rate shall remain in effect through the Contract Period and shall not exceed up to top step \$27.87 regular, and \$41.81 for overtime per TM.

County Fire authorizes incident related deployment of TMs by the EDSO subject to availability. Emergency deployment(s) of TMs will be made by EDSO placing a request through the County Fire Duty Chief. The Duty Chief will fill the request if TMs are available. Non-Emergency or planned need deployment requests shall also be made by EDSO contacting the Duty Chief directly. EDSO may request TMs on all SWAT Team call-outs/missions.

El Dorado County Fire reserves the right to refuse to deploy TMs on any mission.

IV. RELEASES AND INDEMNIFICATION

County Fire agrees to obtain releases from all paramedics who volunteer and are recommended by County Fire for the TM Program permitting the EDSO to review their personnel records for the sole purpose of investigating and evaluating their qualifications and suitability for the TM Program.

County Fire and the EDSO agree to indemnify and defend each other against and to hold each other harmless from any and all claims, loss, damage, and liability for damages, including attorneys' fees and other costs of defense incurred, whether for damages to or loss of property, or injury to or death of person, which are claimed to or in any way arise out of or are directly or indirectly connected with the other party's services, operations or performance of this agreement regardless of the existence or degree of fault, except for the sole or active negligence of the other party.

V. RESPONSIBILITY OF MEMBERS OF THE TACTICAL MEDIC PROGRAM

The TM refers to the qualified and trained Paramedics assigned to the team. "Team member" refers to a member of the EDSO SWAT team or SWAT commanding officer.

The TM Program Chain of Command (COC) is as follows:

1. Tactical Medic Commander (TMC)
2. Tactical Medic Team Leader (TMTL)
3. Tactical Medic(s) (TM)

The Tactical Medic Commander (TMC) has the following duties:

- Development of medical policy
- Development of response policy
- May be used as an adviser in the Tactical Command Post for capabilities and utilization of TMs
- Liaison between EDSO and TMs
- Point of contact during all emergency call outs
- Ensure annual Physical Fitness Test (PFT) is administered to all TMs
- Ensure minimum qualifications are maintained by all TMs
- Ensure Paramedic licensure and County accreditation are maintained by all TMs

The Tactical Medic Team Leader (TMTL) has the following duties:

- Implementing medical policy
- Disseminating the training schedule
- Alternate point of contact during emergency call outs
- Acting in the TMC's place in his absence

The TM(s) functions include:

A. Acquiring and maintaining important medical history, immunization status and current health status of each SWAT team member as needed for treatment of members during trainings and deployments. The TM will complete routine medical documentation consistent with EDSO'S current injury and illness prevention program specified in the EDSO Department Manual, section 205, during missions and training activities. The TM also ensures the transfer of information to appropriate medical personnel, to save valuable time, during the treatment of injury or illness. The TM ensures the confidentiality of all health or medical information acquired, maintained or created by the TM, and TM agrees to comply with the requirements of HIPAA and any regulations promulgated therein. Except in incidents when necessary for treatment purposes, TM agrees not to disclose health information about any SWAT team member to any person or entity without that team member's prior written authorization. All health or medical records created and/or maintained by TM shall be the property of EDSO and shall be returned to EDSO upon termination of this Agreement.

B. Monitoring the medical effects of environmental conditions on individuals and team performance. The TM immediately brings any problems to the attention of his COC and to the SWAT Team Tactical Operations Commander (TOC).

C. Providing field medical treatment to team members injured or taken ill while engaged in mission or training activities. The TM ensures that team members are afforded the best possible treatment and are transferred in a timely manner to an appropriate facility for the level of care required to treat an injured or ill team member. The TM provides humanitarian medical assistance to non-law enforcement personnel injured or taken ill during an operation until appropriate transfer to the Emergency Medical Services (EMS) system can be safely effected. The TM elects when and where ambulances should be located in a stand-by mode during operations.

D. Serving as the patient advocate for team members who are treated by other medical providers. The TM establishes good working relationships with local EMS systems and with receiving medical institutions and assures appropriate integration of the team's medical program with local health care delivery system. The TM also reports his findings about the local health care delivery system and receiving medical institutions to his COC and the TOC. The TM recommends actions which should be taken to insure optimum outcomes for team members and the team following injury or illness.

E. Conducting Medical Threat Assessments to determine the potential impact of medical/health factors on a mission. The TM serves as the Medical Intelligence Officer. He serves as a health information resource for team members. The TM is the TOC's advisor on matters relating to the health of the team.

F. Providing medical care in compliance with El Dorado County Emergency Medical Services Paramedic protocols and procedures as established by the El Dorado County Medical Director. The TM provides medical and operational documentation to the Director for review when necessary for the purpose of monitoring health care operations.

G. Making him/her self-available on an on-call basis to respond to SWAT call- outs/missions. The on-call Tactical Medic(s) shall carry a pager at all times while on-call. He will also carry a VHF radio during responses to assure communications with the Emergency Command Center.

VI. RESPONSIBILITY OF THE SWAT TOC

The TM serves as an advisor to the TOC. The TOC's functions include:

A. Providing command level support to the TM for matters relating to health and safety. The TOC should demonstrate through intent and action a true interest and concern in the physical and psychological welfare of team members.

B. Ensuring appropriate safety measures for and by the TM are maintained during an operation, such as:

1. Positioning the TM at the scene of operation in a safe zone, but near the inner perimeter of the operation.
2. Ensuring that the scene is safe and secure, as so far as is practical, prior to calling the TM into the inner perimeter of an operation.
3. Ensuring that victims needing medical care are brought out of an unsafe or unsecured location and taken to a safe zone for treatment by the TM.

C. Ensuring appropriate medical coverage for all team activities.

D. Ensuring that adequate safety equipment, supplies and other resources are provided for the TM to carry out his mission.

E. Facilitating implementation of the TM recommendations when determined to be in the best interest of the team.

VII. GOALS OF TACTICAL MEDICAL SUPPORT ACTIVITY

Implementation of an effective tactical medical support program is directed at achieving these important goals:

- A. Provide for a safer environment in which the TM performs his duties at the scene of a tactical operation.
- B. Enhance mission accomplishment.
- C. Reduce death, injury and illness, and related effects, among officers, TMs, innocents, and perpetrators.
- D. Reduce line of duty injury and disability cost to both agencies.
- E. Reduce lost work time for specially trained, hard-to-replace TMs and officers.
- F. Maintain good team morale showing true concern for the members' good health.

VIII. TRAINING AND QUALIFICATIONS

Certain basic principles guide the development of a sound medical support program. These include:

- A. TM will be trained to at least the PARAMEDIC level and will be required to maintain current State Paramedic Licensure and Local Accreditation.
- B. TM must be familiar with, and able to effectively coordinate with the entire EMS System, from the area of operation to the receiving medical facility.
- C. TM must work with the SWAT Team on a regular basis and attend at least twelve (12) trainings per year. The TM must also be trained to understand mission objectives, tactics used, weapons, pyrotechnics and other devices likely to be employed, and communication policies and procedures. In order to function effectively in support of a tactical team, the TM must have a working knowledge of the team, its tools and tactics.
- D. All TMs must maintain their clinical skills by actively participating in patient care activities on a regular basis.
- E. TMs shall complete specialized training, which teaches the skills necessary to operate in the austere environment.

F. Within one year of joining the TM Program, paramedics will attend a certified Basic and Advanced Tactical Paramedic course. EDSO will pay for the tuition for the approved course. Paramedics will be designated "Tactical Medics" upon completion of the certified Basic and Advanced Tactical Paramedic course.

IX. PHYSICAL FITNESS STANDARDS

All TMs must pass the EDSO SWAT PFT prior to being admitted to the team. TMs will be required to take this PFT annually to ensure they are maintaining the required physical fitness standard. This will be jointly administered/monitored by the TMC and or TMTL and EDSO.

X. EQUIPMENT

EDSO will provide all necessary personal protective equipment including but not limited to body armor, uniforms, medical back packs, required medical supplies. Hearing protection, eye protection, and other minor required safety equipment will be provided by EDSO to each TM as basic protection for training as well as call-outs/missions.

This equipment will be issued to the TM and will be the TM's responsibility to keep and maintain. Should a TM who has been issued equipment leave the program, the equipment will be returned to EDSO SWAT Team. EDSO is the owner of all assigned equipment and it is on loan to the TM.

XI. INSURANCE/SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

XII. TERMINATION

This is a limited binding agreement and may be terminated by either party to the agreement, with or without cause, with thirty days written notice to the other party.

XIII. ADMINISTRATION

The County Administrator for this agreement will be Lt. Jeff Dreher, Patrol Services Division Commander, of the Sheriff's Department, or successor.

XIV. GOVERNING LAW AND VENUE

This Agreement shall be interpreted and governed by the laws of the State of California. Any action arising out of this Agreement shall be brought in El Dorado County, California, regardless of where else the venue may lie.

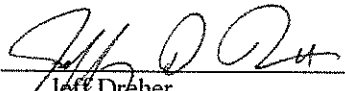
XV. AMENDMENTS

This Agreement may only be amended in writing and any amendments must be signed by all Parties.

XVI. CONTRACT TERM AND RENEWAL

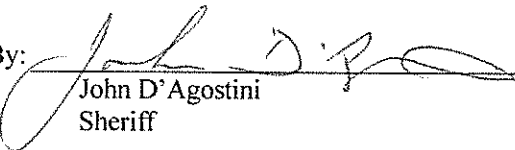
This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of September 23, 2017 through September 22, 2019.

Requesting Contract Administrator Concurrence:

By: 
Jeff Dreher
Lieutenant
Sheriff's Office

Dated: 1/29/18

Requesting Department Head Concurrence:

By: 
John D'Agostini
Sheriff

Dated: 1/25/18

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

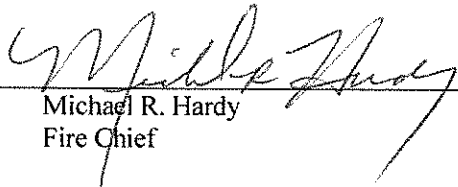
Shiva Frentzen, Chair
Board of Supervisors

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

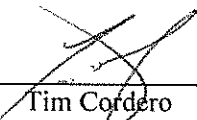
By: _____
Deputy Clerk

Dated: _____

-- El Dorado County Fire Protection District --

By:  _____
Michael R. Hardy
Fire Chief

Dated: 01/18/2018.

By:  _____
Tim Cordero
Division Chief

Dated: 1/18/18