



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ¹⁷⁵

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061

(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

April 6, 1999

AGENDA: April 27, 1999

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: APPROVAL OF AGREEMENT WITH MARC YELLIN, M.D., FOR SERVICES AS
MEDICAL CONSULTANT FOR THE EMERGENCY MEDICAL SERVICES PROGRAM

Dear Board Members:

The County's Emergency Medical Services (EMS) program is required by the State Health and Safety Code to have a Medical Director with substantial experience in the practice of emergency medicine. The County meets this requirement through a contract with Kent Benedict, M.D. Dr. Benedict will be out of the country for the next several months.

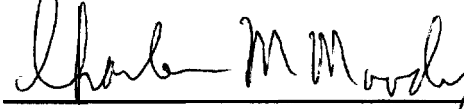
County Health Officer, Dr. George Wolfe, will be serving as EMS Medical Director in Dr. Benedict's absence. Dr. Wolfe is not a specialist in emergency medicine, however, and it is necessary to have available the consultative services of an emergency physician. The Health Services Agency is requesting approval of the attached agreement with Marc Yellin, M.D., to serve as EMS medical consultant through August 1999.

Dr. Yellin is Board-certified in Emergency Medicine and has been an emergency room physician in this area for many years. He also has extensive involvement with the local EMS community, including service as Chair of the Ambulance Provider Subcommittee of the Emergency Medical Care Commission. The attached agreement provides for approximately 10 hours per week of medical consultant activities over the next four months at a total estimated cost of \$6,000. The consultant duties and hourly compensation are the same as those in Dr. Benedict's agreement and will be funded by savings realized due to Dr. Benedict's absence.

It is therefore RECOMMENDED that your Board:

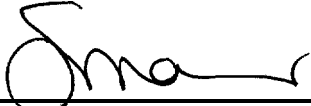
1. Approve the attached agreement with Marc Yellin, M.D., for services as Emergency Medical Services (EMS) program medical consultant and authorize the Health Services Agency Administrator to sign said agreement.

Sincerely,



Charles M. Moody, HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
EMCC

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

177

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: **HEALTH SERVICES AGENCY**

(Dept.)

C. Mord...

(Signature)

4/6/99

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Health Services Agency) (Agency)
and Marc Yellin, MD, 4447 Porter Gulch Road, Aptos, CA 95003 (Name & Address)
2. The agreement will provide for services as medical consultant to the County's Emergency Medical Services (EMS) program
3. The agreement is needed to provide for the above services.
4. Period of the agreement is from May 3, 1999 to August 20, 1999
5. Anticipated cost is \$ 6,000 (~~Fixed amount; Monthly rate; Not to exceed~~)
6. Remarks: Encumber \$3,000 for FY 1998-99; and \$3,000 for FY 1999-00.
7. Appropriations are budgeted in 365002 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriation available and ~~have been~~ encumbered.
~~are not~~ ~~will be~~

Contract No. CO81825
91025*

Date 4/16/1999

* PROVIDED APPROPRIATIONS WILL BE AVAILABLE
FOR FY 1999 - 2000

GARY A. KNUTSON, Auditor - Controller

By Kimberly A. Lohr

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HSA Administrator to execute the same on behalf of the County of Santa Cruz

Health Services Agency (Agency).

County Administrative Officer

Remarks:

ES

(Analyst)

By Eric Schapiro

Date 4/17/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

By _____

Deputy Clerk

Contract No. **80XXX**
Index No. 365002
Subobject No. 3665

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
PERSONAL SERVICE AGREEMENT
PHYSICIAN SERVICES

EMS MEDICAL DIRECTOR TEMPORARY COVERAGE AGREEMENT

THIS AGREEMENT is entered into this 1st day of May 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Mark Yellin, M.D., hereinafter called CONTRACTOR. The parties agree as follows.

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: to perform the duties of Medical Director of the Emergency Medical Services Program under the general direction of the County Health Officer. Health and Safety Code Division 2.5 requires the EMS Medical Director to provide medical control and to assume medical accountability throughout the planning, implementation, and evaluation of the EMS system. Duties, therefore, will include, at a minimum:

- A. Issue certificates to individuals who satisfactorily complete training and prove competence as an EMD, EMT-D, EMT- 1, EMT-P, or MICN.
- B. Establish policies and medical protocols assuring medical control throughout the EMS system for all levels of EMS providers including EMD, EMT-D, EMT-1, EMT-P, and MICN.
- C. Provide medical supervision of any new EMS scientific or trial studies as might be authorized by the County Health Officer.
- D. Provide medical supervision of the EMD, EMT-D, and EMT-P programs.
- E. Evaluate and implement necessary EMS specialty care hospital designations as may be approved by the County Health Officer.
- F. Assist the Health Officer in the designation of appropriate base station hospitals.
- G. Provide direction and support in disciplinary actions that may be required of EMS personnel as stipulated in Health and Safety Code Division 2.5, Section 1798.200 and Title 22 of California Administrative Code of Regulations, Division 9, Chapter 6 et al.

H. Assist in the developing, implementing, and monitoring of a County EMS Quality Assurance Program.

I. Assist the County Health Officer and EMS Program Manager in the management of the County's EMS Program.

J. Provide liaison between the County and the County Medical Society, Emergency Medical Care Commission, Prehospital Advisory Committee, and any other related group as might be directed by the Health Officer.

2. COMPENSATION: In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a rate of \$50 per hour. Hours worked shall be computed to the nearest quarter (1/4 hour). Hours worked shall be reported by CONTRACTOR on the form and in the manner specified by COUNTY. Hours worked by CONTRACTOR under this agreement shall not exceed ten (10) per week and total compensation shall not exceed \$6,000.00.

3. TRAVEL REIMBURSEMENT: COUNTY agrees to reimburse CONTRACTOR for necessary expenses incurred for out-of-County travel while in performance of duties required by this Agreement. Reimbursement shall be made at the current rate established by the Board of Supervisors. All out-of-County travel must be approved in advance by COUNTY'S EMS Program Manager.

4. TERM: The term of this contract shall be from May 3, 1999, until August 20, 1999.

5. EARLY TERMINATION: Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

6. INDEMNIFICATION FOR DAMAGES, TAXES. AND CONTRIBUTIONS: CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which maybe imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the County, if such performance is carried out in a fraudulent, criminal, malicious, or knowingly wrongful manner. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE: CONTRACTOR, at his sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s). Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits.

(1) Workers Compensation in the minimum statutorily required coverage amounts.

(2) Automobile Liability insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

(3) It is hereby acknowledged that CONTRACTOR is covered under the definition of insured under COUNTY'S Comprehensive Hospital Liability Insurance policy and is, consequently, covered for legal liability arising out of his/her duties under this Agreement, subject to the terms, conditions, and provisions of that policy. This insurance will provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this Agreement, and within the scope of the insuring agreement. Therefore, COUNTY waives any and all requirements relating to Comprehensive or Commercial General Liability and Professional Liability Insurance coverage for legal liability arising out of the performance of duties under this Agreement.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: County of Santa Cruz, Health Services Agency, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.”

C. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: County of Santa Cruz, Purchasing/Claims, 1080 Emeline Avenue, Santa Cruz, CA 95060.

8. COMPLIANCE WITH INFECTION CONTROL POLICIES AND PROCEDURES:

CONTRACTOR must comply with all aspects of COUNTY’S policy and procedures governing infection control. CONTRACTOR further must furnish, at CONTRACTOR’S own cost and expense, proof of immunity to measles and to rubella, and documentation of the absence of tuberculosis diseases to the extent that is satisfactory to COUNTY’S Health Officer.

9. **FINAL APPROVAL:** CONTRACTOR agrees that all reports, manuals, statistics, and any other documentation required under the terms of this Agreement are subject to final approval by COUNTY’S EMS Office before project goals and objectives will be considered completed.

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, natural origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. CONTRACTOR agrees to post

in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

11. NONASSIGNMENT OF AGREEMENT: CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.

12. CONFIDENTIALITY OF RECORDS: CONTRACTOR agrees that all patient-related information and records obtained or reviewed in the course of providing services under the terms of this Agreement shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

13. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

14. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of Santa Cruz County Code, which by this reference is incorporated herein.

15. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools, and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of

CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR

By:_____

Charles M. Moody
HSA Administrator

By:_____

Mark Yellin, MD
4147 Porter Gulch Road
Aptos, CA 95003

Approved as to Form

Approved as to Insurances:

County Counsel

Risk Management