



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

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

February 1, 2000

AGENDA: February 15, 2000

BOARD OF SUPERVISORS

Santa Cruz County
701 Ocean Street
Santa Cruz, CA 95061

RE: APPROVAL OF MEDICAL DIRECTOR AGREEMENT FOR THE EMERGENCY
MEDICAL SERVICES PROGRAM

Dear Board Members:

The Health Services Agency is requesting approval of the attached master agreement for medical director services in the Emergency Medical Services (EMS) program. This agreement will allow HSA to obtain qualified physician services as required by State law and regulations.

The California Health and Safety Code (Division 2.5, Section 1797.202 et seq.) requires that every local EMS agency have a physician with substantial experience in the practice of emergency medicine to provide medical control and to assure medical accountability throughout the EMS system.

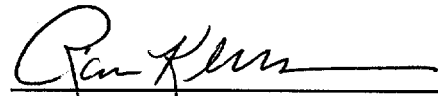
Specific responsibilities include: establishing and implementing protocols for treatment, triage, communications, and transport, as well as standing orders; establishing medical standards for base station hospitals, physicians, and all classes of emergency medical technicians (EMTs); establishing medical standards for on-going system review and quality assurance, training and continuing education; and providing related consultation.

The proposed master agreement includes an hourly rate of \$80, which is comparable to medical director compensation in other local EMS jurisdictions. The present Santa Cruz County rate of \$50 has been in effect since 1991 via an agreement with the current EMS medical director, Kent Benedict, MD. Dr. Benedict will continue to provide these services under the new agreement, effective March 1, 2000. The total annual contract amount is approximately \$35,000 and is already included in the EMS budget.

It is therefore RECOMMENDED that your Board:

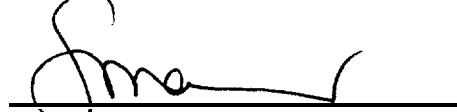
1. Approve the attached Master Agreement for EMS Medical Director, effective March 1, 2000, and authorize the Health Services Agency Administrator to sign.

Sincerely,



Rama Khalsa, Ph.D., HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration
EMS Program

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0201

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

FROM: HEALTH SERVICES AGENCY

Ramakhalas/ag (Signature) 2/1/00 (Date)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the _____ (Agency)
MEDICAL DIRECTOR: EMERGENCY MEDICAL SERVICES PROGRAM (Master Agreement)
and, _____ (Name & Address)

2. The agreement will provide medical direction for the County's Emergency Medical Services (EMS)
program in accordance with State laws and regulations.

3. The agreement is needed to provide for the above services.

4. Period of the agreement is from March 1, 2000 to June 30, 2000 (continuous)

5. Anticipated cost is \$ 80 per hour XXX(XXXXXXX)XXXXXXX; Not to exceed

Encumber \$10,453 for FY 1999-2000.

6. Remarks: _____

7. Appropriations are budgeted in x 3 0 0 2 (Index#) 3547 (Subobject)

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

Appropriations are available and 2/2/00 encumbered. Contract No. C092026 Date _____

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Aiken 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: CS (Analyst) By Eh Schuy Date 2/2/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green. *
Co. Admin. Officer • Conory
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 _____ County Administrative Officer

BY _____ Deputy Clerk

Contract No.
index: **365002**
Subobject: **3647**

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

Medical Director: Emergency Medical Services Program (Master Agreement)

THIS CONTRACT is entered into this ____day of _____, 20__, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide medical director services to the COUNTY's Emergency Medical Services (EMS) program as defined in the California Health and Safety Code, Division 2.5, Section 1797.202 et seq. and in the California Code of Regulations, Title 22, Division 9.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **a rate of \$80.00 per hour.** CONTRACTOR will report hours and invoice on the form and in the manner required by COUNTY.
3. TERM. The term of this contract shall be: From Date of Execution until terminated by either party in accordance with Paragraph #4.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party, except under circumstances where CONTRACTOR is deemed to have performed a flagrant act of medical misjudgment or malpractice, upon which this contract may be immediately terminated
5. CONTRACTOR ASSERTIONS. CONTRACTOR asserts possession of a Physicians and Surgeons License in good standing with the Medical Board of California. CONTRACTOR asserts that there is no investigation pending regarding CONTRACTOR'S license to practice medicine in the State of California. CONTRACTOR asserts eligibility to participate in Medical or Medicare activities as applicable. CONTRACTOR asserts possession of U.S. Drug Enforcement Administration (DEA) License. CONTRACTOR agrees to notify COUNTY immediately should the status of any of the assertions in this paragraph change or come into question.
6. FELONY CHARGES. CONTRACTOR asserts that there are no current felony charges under investigation regarding conduct of CONTRACTOR and further agrees to provide immediate full disclosure to COUNTY of any criminal charges brought against CONTRACTOR during the period this contract is in effect.
7. MALPRACTICE CLAIMS. CONTRACTOR will notify COUNTY of any and all past negative medical malpractice judgments, awards, and/or settlements, and of any and all current or pending medical malpractice actions within fifteen (15) days of receipt of notice of such actions.
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 disease to the extent that is satisfactory to COUNTY's Health Officer.
9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY, its officers, agents, employees and volunteers from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be 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 contract, 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 contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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

A. Types of Insurance and Minimum Limits

(1) CONTRACTOR hereby represents that it does not own, operate, or utilize a business vehicle; but rather that a personal vehicle will be used only incidentally in traveling to and from the CONTRACTOR'S place of residence, business, or one principal COUNTY facility in accomplishing the result required under this Contract. In reliance on said representation, COUNTY hereby waives any and all requirements herein relating to Automobile Liability Coverage.

(2) It is hereby acknowledged that CONTRACTOR is covered as an additional insured under COUNTY'S Comprehensive Hospital Liability Insurance and is, consequently, covered for legal liability arising out of his/her duties under this Agreement. This insurance will provide a defense and indemnify CONTRACTOR for his/her actions that are within the scope of this 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) CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.

(2) CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Contract, with a copy of the face page of any required insurance coverage in force on the effective date of this Contract and any new or renewal policies effective during the term of the Contract.

(3) Any required notifications or copies of documents shall be sent to: Health Services Agency Administration, P.O. Box 962, Santa Cruz, CA 95061.

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 information and records obtained in the course of providing services to COUNTY patients under 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 the 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 Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract 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

By: _____
Health Services Agency Administrator

CONTRACTOR

By: _____

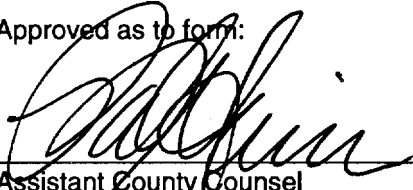
Address: _____

Telephone: _____

Professional Lic.# _____

Expiration Date _____

Approved as to form:


Assistant County Counsel

Approved as to insurances:


Chief, Risk Management Division

Distribution:

County Administrative Officer
County Counsel
Auditor-Controller
Contractor
Risk Management
Health Services Agency