



0055

County of Santa Cruz

HEALTH SERVICES AGENCY

POST OFFICE BOX 962, 1080 EMELINE AVENUE, SANTA CRUZ, CA 95061-0962
(831) 454-4011 FAX: (831) 454-4488 TDD: (831) 454-4123

ADMINISTRATION

March 15, 2000

Agenda: April 4, 2000

Board of Supervisors
701 Ocean Street
Santa Cruz, CA 95006

RE: Approve Training Agreement with Emergency Medical Services Manager

Dear Members of the Board:

The EMS Manager position was filled in November after being vacant for almost sixteen months. The successful candidate brought strong administrative and analytical experience to the position but did not have an extensive clinical background with regard to quality assurance and technical oversight of current prehospital medical practice. The incumbent's predecessor was a registered nurse with clinical skills that benefited the County in many ways in the past. Though there has not been a clinical component to the job requirements of the EMS Manager position, the HSA Administrator and the incumbent agree that enhancing her clinical knowledge will strengthen the County's EMS Program in the future.

To that end, HSA believes that by completing a paramedic training program, the incumbent can acquire the additional skills that will allow her to maximize her job performance and strengthen the County's capability to provide leadership in the emergency medical services community. It is not unusual for the County to invest in additional training of employees where a direct benefit is foreseen. The County makes an extensive investment in each new deputy sheriff that is hired. HSA is proposing that, like the Sheriffs Department, the County enter into an employment agreement with the incumbent to assure a return on the County's training investment. Should the incumbent voluntarily end her employment with the County for similar employment elsewhere before a specified period of time, the County would be in a position to recoup a prorated portion of its training investment. The attached agreement is modeled on the employment agreement utilized by the Sheriffs Department. The training will be structured to not interfere with fulfilling essential functions of the job.

The cost of the proposed training is approximately \$7,500. Funds are available in the EMS budget as a result of salary savings from the EMS Manager position being vacant for the first four months of this fiscal year. The employment agreement calls for the recoupment of \$2,500 for each year the incumbent fails to meet the three-year employment commitment following the completion of training.

Board of Supervisors
April 4, 2000
Page 2

It is, therefore, RECOMMENDED that your Board:

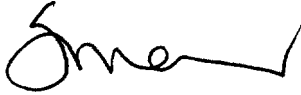
- 1) Authorize the expenditure of \$7,500 to Emergency Training Services for paramedic training for the EMS Manager;
- 2) Approve the transfer of funds in the amount of \$7,500 from Salary and Benefits to Services and Supplies to cover the cost of such training; and,
- 3) Authorize the Health Services Agency Administrator to sign the attached Training Agreement with the EMS Manager

Sincerely,



Rama Khalsa, Ph.D., Administrator
Health Services Agency

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

RK/RV

CC: CAO
Auditor Controller
County Counsel
HSA Administration
EMS Manager

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0057

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

FROM: Health Services Agency (Dept.)
Ramakrishna (ag) (Signature) 3/21/00 (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 Health Services (Agency)
and Vol Ranger (Name & Address)
- 2. The agreement will provide reimbursement for training expenses should the employee take another similar position outside of the County within a specified period of time.
- 3. The agreement is needed to assure the County benefits from the training provided to the employee.
- 4. Period of the agreement is from April 4, 2000 to 3 years following end of training.
- 5. Anticipated cost is \$ _____ (Fixed amount; Monthly rate; Not to exceed)
- 6. Remarks: Reimbursement agreement
- 7. Appropriations are budgeted in n/a (Index#) _____ (Subject)

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

Appropriations are available and have been encumbered. Contract No. _____ Date 3/23/00
are not will be
N/A
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Wilson Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: GH (Analyst) By Ed Schuy County Administrative Officer Date 3/27/00

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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

EMS MANAGER PARAMEDIC TRAINING
REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this 4th day of April, 2000, by and between the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Vol Ranger, Emergency Medical Services Manager, hereinafter referred to as "EMPLOYEE": and is entered into with reference to the following recitals.

WHEREAS, County's Health Services Agency, through its Emergency Medical Services Agency, provides regulatory oversight and administration of the emergency medical response system serving the residents of Santa Cruz County; and,

WHEREAS, the duties Emergency Medical Services Manager involves understanding of the clinical aspects of prehospital medical services rendered by paramedics and other first responders with respect to evaluating the qualitative aspects of the care provided, from both the standpoint of the individual provider and the system as a whole: and,

WHEREAS, the job specifications of the EMS Manager position do not specifically call for the incumbent to possess clinical training or education in the provision of emergency medical care; and,

WHEREAS, by developing the EMS Manager's clinical knowledge in the area of prehospital care, the County will be better able to evaluate the quality of care being provided to residents; improve compliance with regulations, policies, procedures and protocols; better understand system issues as they pertain to field workers; and, enhance the leadership capabilities of the County's EMS Agency.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties do hereby agree as follows:

1. EMPLOYEE acknowledges and understands that the County of Santa Cruz desires to realize the benefits of the optional paramedic training being provided EMPLOYEE at COUNTY expense through a commitment to remain employed by COUNTY for a minimum period of time.
2. In consideration for being provided valuable paramedic training by County to enable EMPLOYEE to better perform the duties of the Emergency Medical Services Manager, EMPLOYEE agrees to remain in the employ of the County for a minimum of thirty-six (36) months following the completion of the paramedic training program, unless rejected on probation or terminated for cause.
3. EMPLOYEE agrees to use sufficient effort to successfully complete the paramedic training program within the normal time period and obtain an Emergency Medical Technician – Paramedic (EMT-P) license from the State of California.

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4. Should EMPLOYEE resign from the Santa Cruz County Health Services Agency within thirty-six months of completion of the paramedic training program to obtain employment with another Emergency Medical Services Agency, or fails to successfully complete the training program without good cause as determined by the Health Services Agency Administrator, EMPLOYEE will reimburse COUNTY for the direct costs incurred in the provision of the paramedic training.
5. EMPLOYEE shall reimburse COUNTY per the Reimbursement Schedule, attached hereto as Exhibit “A” and incorporated herein by reference. The Reimbursement Schedule sets forth the amounts which EMPLOYEE shall be required to reimburse COUNTY on a prorated basis, based on the number of years of employment with COUNTY calculated from the date of completion of the paramedic training program to the effective date of resignation.
6. Should it become necessary for COUNTY to file suit in order to enforce EMPLOYEE’S reimbursement obligation under this Agreement, EMPLOYEE further agrees to pay all costs of said suit incurred by COUNTY as determined by a court of competent jurisdiction, as well as interest at a legal rate on the amount of reimbursement owed by EMPLOYEE from the date it is due.
7. The obligation to reimburse COUNTY under this Agreement shall not apply in the event that EMPLOYEE is released during probation or discharged from the position of Emergency Medical Services Manager or takes another position within the Health Services Agency.
8. EMPLOYEE understands that all terms and conditions of employment remain unchanged by this Agreement, and that this Agreement in no way guarantees EMPLOYEE any right to continued employment. This Agreement does not alter, delete or change any County Civil Service rules and procedures, memoranda of Understanding or Santa Cruz County Health Services Agency provisions and regulations.
9. EMPLOYEE acknowledges that a probationary period of six (6) months must be served in accordance with the County Personnel rules and regulations. EMPLOYEE acknowledges that this Agreement has no effect on the authority of the Health Services Agency to carry out disciplinary actions.
10. EMPLOYEE also acknowledges that she has had at least seven (7) days to examine this agreement, and that she has been advised by the Santa Cruz County Health Services Agency that she should consult with an advisor or attorney prior to entering into this Agreement, and that she has read all provisions of this Agreement and fully understands its content and meaning.
11. The parties hereto represent that this instrument constitutes the entire agreement between them for the specific subject herein referenced, and that this Agreement supersedes and takes

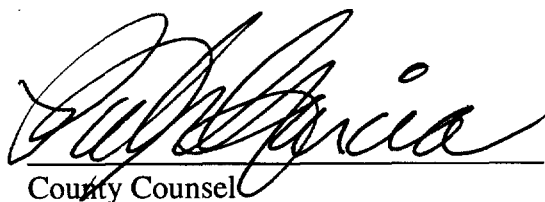
precedence over any verbal or oral representation of the parties or anyone else contrary hereto, and that this Agreement may not be amended or modified except by a written instrument signed by both parties.

TN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above, at Santa **Cruz**, California

Rama Khalsa, Ph.D.
Health Services Agency Administrator

Vol Ranger
EMS Manager

Approved as to form:



County Counsel

EXHIBIT A
REIMBURSEMENT SCHEDULE

<u>Term of Employment from completion of paramedic training:</u>	<u>Amount Owed</u>
Less than one year	\$7,500.00
Greater than one year but less than two years	\$5,000.00
Greater than two years but less than three years	\$2,500.00
Greater than three years	\$ 0.00
Failure to complete paramedic training	\$7,500.00

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0062

Department: Health Services Agency

Date: March 16, 2000

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June ~~30, 19~~ 30, 2000.

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
0,2,1	3,6,5,0,0	2 4,1,5,4	1 1 1 1 1	7 5 1 0,0,0,0	Education & Training
0,2,2	3,6,5,0,0,2	3,1,0,0		7 5 0, 0,0,0	Regular Pay - per-

Explanation: To cover paramedic training costs for the Emergency Medical Services Manager

Name Rama Khalsa *Rama Khalsa* 3/21/00 Title HSA Administrator

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.
 Auditor-Controller, by *Ronald J. Aiken*, Deputy Date 3/22/00

County Administrative Officer's Action: Recommended to Board Approved Not Recommended or Approved
 County Administrative Officer *Sh. Sub* Date 3/27/00

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
 County of Santa Cruz } duly entered in the minutes of said Board on _____, 19____ BY _____, Deputy Clerk