



County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY ADMINISTRATION

June 5, 2002

AGENDA: June 11, 2002

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Re: Santa Cruz County Trauma Plan Funding

Dear Members of the Board:

On November 6, 2001, your Board authorized submission of a funding proposal to the State Emergency Medical Services Authority (EMSA) to prepare and implement a Santa Cruz County Trauma Plan. The Health Services Agency (HSA) is pleased to announce that EMSA recently awarded the County funding in the amount of \$281,717 for this project (Attachment A). The project was awarded funds under AB 430 (Cardenas, et al.) for the time period of April 1, 2002 through December 31, 2003. Attached is a resolution to accept and appropriate \$25,228 in unanticipated revenue in FY 2001/02 for the Trauma Plan Project (Attachment B).

The AB 430 legislation provides one-time funding to local Emergency Medical Services (EMS) agencies that do not have an approved trauma plan. The funding will be used to develop and implement a Santa Cruz County Trauma Plan, including data collection/trauma registry activities, quality improvement, personnel, training, and trauma research. The funding will provide Santa Cruz County with the ability to generate hospital outcome data in a confidential, coordinated trauma data system, and allow for the full implementation, evaluation, and improvement of a trauma plan. Preparation of the Santa Cruz County Trauma Plan will involve an extensive public participation process that includes stakeholder and regional meetings as well as public hearings. Once this process is complete and your Board has approved the Trauma Plan, it will be submitted to EMSA for State approval. It is anticipated that the implementation of the Trauma Plan Project will be completed in December 2003.

The immediate task of HSA is to initiate the planning for the development of a trauma care system including public input through stakeholder and regional meetings. HSA has negotiated an agreement with an EMS consultant, Diane Akers, to assist HSA staff in the preparation and implementation of the Santa Cruz County Trauma Plan. Ms. Akers is the former EMS Administrator in Alameda County. She enjoys a very good reputation as an EMS consultant, and has the focus of the county clearly in mind. The term of the consultant agreement is consistent with the State funding time period of April 1, 2002 through December 31, 2003. The total amount of the agreement is \$85,000 with a FY 2001/02 amount of \$20,438 (Attachment C). Also included in the FY2001/02 appropriations are meeting supplies and \$3,600 purchase of two EMS System software licenses to be sited at Dominican and Watsonville Hospitals. This


system is necessary for the data collection and trauma registry elements of this project. There are no net County costs associated with the Trauma Plan Project.

The Trauma Plan Project will assist our community in the realization of its goal for a State-approved Santa Cruz County Trauma Plan and trauma registry. These expanded components of our program will enhance on-going efforts to establish a trauma system that will ensure that the medical needs of the trauma patient are matched to the appropriate resources both outside and within Santa Cruz County.

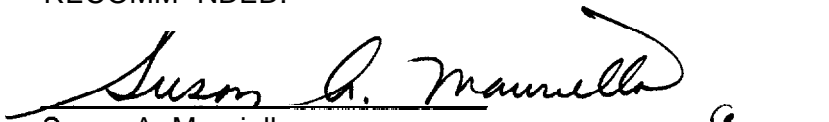
It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating \$25,228 in unanticipated revenue for the Santa Cruz County Trauma Plan Project; and
2. Approve the attached agreement with Diane Akers in the amount of \$85,000 with an effective date of April 1, 2002 for Trauma Plan consultant services and authorize the Health Services Agency Administrator or, as the designee, the Director of Administration, to sign the contract.

Sincerely,


 Rama Khalsa, Ph.D.,
 Health Services Administrator

RECOMMENDED:


 Susan A. Mauriello
 County Administrative Officer

Attachments: Attachment A – Award Letter
 Attachment **B** – AUD-60
 Attachment C – ADM-29 and Agreement

cc: County Administrative Office
 Auditor-Controller
 County Counsel
 HSA Administration
 Public Health Administration

EMERGENCY MEDICAL SERVICES AUTHORITY

1530 9TH STREET
SACRAMENTO, CALIFORNIA 95814-7043
(916) 322-4336 FAX: (916) 324-2875



April 10, 2002

Vol Ranger, EMS Administrator
Santa Cruz County EMS Agency
1080 Emeline Avenue
Santa Cruz, CA 95061

Dear Ms. Ranger:

We are pleased to inform you that your proposal for Trauma Care Systems Plan Preparation and Implementation Funding has been approved for funding in the amount of **\$281,717.00**.

A team of trauma experts reviewed all of the proposals to ensure necessary goals and objectives were included and funds were being adequately used to achieve those goals. After the team reviewed the proposals and made its recommendations, the Director's AB 430 Advisory Committee reviewed and approved the recommendations. All applicants are strongly recommended to institute the following:

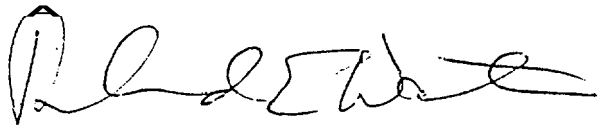
- Although consultants are allowed, agency staff involvement is required to ensure ongoing system maintenance.
- All counties that have not established a Maddy Fund should do so to help offset costs for continuance of the system.
- Applicants must develop a trauma plan prior to receiving funds for additional phases of implementation.
- Applicants should work with neighboring agencies to ensure system coordination.
- Applicants must ensure implementation, as well as design, of the trauma system.
- When developing a trauma registry system, it is recommended that agencies consider selection of one of the already trauma specific data systems such as Collector, Cales, Lancet, or TRACS (*these are given only as examples and are not an endorsement*).
- **All** data systems must comply with the state mandated minimum data elements (when developed).

Just for your information, the review committee provided the following comments specific to your proposal:

- o Great regional approach to trauma system development
- Great local support
- No site visit information is included.

We are very pleased with your participation in this project and look forward to working with you on implementation of your trauma care system. Staff is available to you throughout the process to assist you in any way possible. Please do not hesitate to contact Donna Nicolaus at (916) 322-4336 if you have any questions or need assistance.

Sincerely,



Richard E. Watson
Interim Director

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from California State
Emerg. Med. Svcs Authority for HSA Emergency Medical Services _____ program: and

WHEREAS, the County is recipient of funds in the amount of \$ 25,228
which are either in excess of those anticipated or are not specifically set
forth in the current fiscal year budget of the County: and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$25,228 into

Department Health Services Agency

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
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see attached

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
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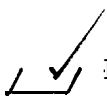
see attached

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been
researched and that the Revenue(s) (has been) (will be) received within the
current fiscal year.

By 
Department Head

Date 4/23/2

COUNTY ADMINISTRATIVE OFFICER



Recommended to Board



Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19____ by the following vote (requires four-fifths vote for approval):

- AYES : SUPERVISORS
- NOES : SUPERVISORS
- ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST :

Clerk of the Board

APPROVED AS TO FORM:

[Signature]

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

[Signature] 04/23/02

Auditor-Controller

- Distribution:
- Auditor-Controller
 - County Council
 - County Administrative Officer
 - Originating Department

HEALTH SERVICES AGENCY
 AUD-60 ATTACHMENT
 PUBLIC HEALTH- EMS TRAUMA PLAN GRANT

FISCAL YEAR 2001-2002

REVENUES:

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	362010	0756	STATE-EMERGENCY SERVICES	\$ 25,228
Total				\$ 25,228

APPROPRIATIONS:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	362010	3484		DUPLICATING	\$ 190
021	362010	3493		SUPPLIES	1,000
021	362010	3665		PROF & SPECIAL	20,438
021	362010	3975		SPECIAL DEPTL EXPENSE	3,600
Total					\$ 25,228

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: HEALTH SERVICES AGENCY (Department)
BY: [Signature] (Signature) 4/23/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the HEALTH SERVICES AGENCY - PUBLIC HEALTH (Department/Agency)
and DIANE AKERS, 716 Curtis Street, Albany, California 94706 (Name/Address)

2. The agreement will provide consultant services for the preparation and implementation of the
Santa Cruz County Trauma Plan.

3. Period of the agreement is from April 1, 2002 to December 31, 2003

4. Anticipated Cost is \$ 20,438 in FY 2001/02 for a total Fixed Monthly Rate Annual Rate Not to Exceed
of \$85,000 over a 21-month period
Remarks: Section I Agreement for FY 2002/03 & 2003/04

5. Detail: On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362010 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 12756
are not available and will be encumbered. By: [Signature] Date: 04/23/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Health Services Administrator (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)
Date: 4/25/02 By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC1:0	\$				
Auditor Description	Amount	Index	Sub object	User Code	

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY - ADMINISTRATION
1080 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

hereinafter called COUNTY and:

DIANE AKERS
716 Curtis Street
Albany, California 94706

hereinafter called CONTRACTOR for.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized to enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

<u>EXHIBIT</u>	<u>TITLE</u>
A	Standard County / Agency Provisions
B	Standard (Division) Provisions
C	scope of Services
D	Budget, Fiscal and Payment Provisions
X	Revisions


Said exhibits attached hereto are incorporated into this Agreement by this reference.

IN WITNESS THEREOF, COUNTY AND CONTRACTOR have executed this Agreement to be effective:

April 1, 2002 through December 31, 2003

CONTRACTOR

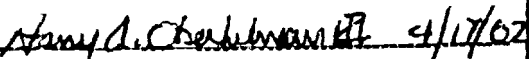
COUNTY



Diane Akers

HEALTH SERVICES AGENCY

Approved as to Form:


County Counsel

Approved as to Insurances:


Risk Management Division

Suffix: 01
Index: 362010
Subobject: 3865
Amount: \$85,000
Total Contract Amount: \$85,000

Distribution:
Clerk of the Board
Auditor-Controller
Health Services Agency
HSA Division
Contractor

EXHIBIT A - STANDARD COUNTY/AGENCY PROVISIONS

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1. TERM. The term of this contract shall be from April 1, 2002 until December 31, 2003 unless terminated by either party in accordance with Paragraph 2 of this Exhibit.

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

3. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 3 and 4 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 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 agreement, excepting any liability arising out of the sole negligence of the COUNTY. 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).

4. INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage(s) and requirements. 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement.

a. Types of Insurance and Minimum Limits

1. Worker's Compensation in the minimum statutorily required coverage amounts.

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

3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of \$1,000,000.00.

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 reasonable 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.

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EXHIBIT A - STANDARD COUNTY/AGENCY PROVISIONS

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.

5. 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, national origin, ancestry, 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 be 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.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

1. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, 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. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business enterprises in CONTRACTOR's solicitations of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Divisions.

2. CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office, information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

3. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further Agreements with the COUNTY.

4. CONTRACTOR shall cause the foregoing provisions of Subparagraph 6 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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EXHIBIT A - STANDARD COUNTY/AGENCY PROVISIONS

6. 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.

7. SUBCONTRACTS. All subcontracts of CONTRACTOR for provisions of services covered under this Agreement shall be notified of CONTRACTOR's relationship to COUNTY. Any subcontract which is in excess of one-thousand dollars (\$1,000.00), other than those expressly identified in Exhibit C ("Scope of Work or Services Provided"), shall have prior written approval of COUNTY's Administrator. CONTRACTOR shall provide, upon request of COUNTY, copies of all subcontracts relating to this Agreement entered into by CONTRACTOR. As primary contractor under this Agreement, CONTRACTOR has legal responsibility for performance of all contract terms, including those services provided by subcontractors.

8. 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.

9. 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.

10. DISALLOWANCE AND RESPONSIBILITY FOR AUDIT EXCEPTIONS. CONTRACTOR is responsible for knowledge of, and compliance with, all COUNTY, State and Federal regulations applicable to expenditure of funds under the terms of this Agreement. In the event CONTRACTOR claims and receives payment from COUNTY which is later disallowed based on an audit performed by the COUNTY, the State of California or the United States government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request, or at COUNTY'S sole option, COUNTY may offset the amount disallowed from any payment due or to become due to CONTRACTOR under this Agreement. CONTRACTOR also agrees to assume all responsibility for receiving, replying to, and complying with any audit exceptions by the COUNTY, State or Federal audit agency.

11. INDEPENDENT CONTRACTOR STATUS FACTORS. 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 (worker's 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: (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 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.

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EXHIBIT A - STANDARD COUNTY/AGENCY PROVISIONS

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

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

13. INTEREST OF CONTRACTOR. CONTRACTOR covenants that is presently has no interest, including but not limited to, other projects or independent contractors, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this agreement no person having any such interest shall be employed or retained by it under this Agreement.

14. POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. CONTRACTOR shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the contract nor any funds provided thereunder shall be utilized in support of any partisan political activities for or against the election of candidates for an elected office.

15. LOBBYING. None of the funds provided under this contract shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State or Federal legislatures or the Board of Supervisors of the COUNTY to an extent other than allowed under applicable federal tax regulations for tax exempt corporations pursuant to 26 C.F.R. Section 501(c)(3)-(ib)(3).

16. CONFORMANCE TO REGULATIONS. CONTRACTOR shall perform this Agreement in conformance with applicable Federal, State and local rules and regulations, including applicable facility and professional licensure and/or certification laws.

17. CONFORMANCE TO LAW. This Agreement shall be construed and interpreted according to the laws of the State of California, the United States of American and the ordinances of the County of Santa Cruz.

EXHIBIT B - STANDARD (DIVISION) PROVISIONS

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EXHIBIT C - SCOPE OF SERVICES

If

Agreement Number: 2756

1. DUTIES OR SERVICES PROVIDED.

CONTRACTOR agrees to exercise special skill to accomplish the following result(s) pursuant to Exhibit C-1 (Goals & Objectives, Implementation Schedule, and Project Evaluation) and in coordination with COUNTY Health Services Agency staff for Emergency Medical Services: **Result (A-1)** provide services to collaboratively develop and produce a State-Approved Santa Cruz County Trauma Plan that includes incorporation of an extensive Stakeholder input process which addresses the concerns of all participants and ensures quality care within the trauma system through: presentation of successful trauma system models; identification of fiscal implications of trauma care in the region and funding strategies; provision of appropriate public input and review; incorporation of hospital participation, formal agreements with higher levels of care, a quality improvement process, and regional initiatives; and submission to the State Emergency Medical Services Authority for review; **Result (A-2)** approval by the State Emergency Medical Services Authority. Upon approval and acceptance of the Santa Cruz County Trauma Plan by the COUNTY and the State Emergency Medical Services Authority, COUNTY will authorize CONTRACTOR to proceed with **Result (B)** provide services to implement the Santa Cruz County Trauma Plan including development and implementation of formal written agreements with regional facilities and Trauma Centers for destinations, repatriation and outreach, and establishment of Regional Trauma Audit Committee with quarterly meetings.

All work performed under this agreement shall be accomplished in accordance with the State Emergency Medical Services Authority grant agreement for Trauma Care Systems Plan Preparation and Implementation program covering April 2002 through December 2003. By this reference said grant agreement is incorporated herein and made part of this agreement.

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GOALS & OBJECTIVES, IMPLEMENTATION SCHEDULE, AND PROJECT EVALUATION:

Goals	Objectives	Schedule	Evaluation Criteria
1. Establish stakeholder committee.	1.1 Identify membership	April 2002	Commit to trauma plan implementation.
	1.2 Schedule meetings		
2. Plan for development of trauma care system	2.1 Assess existing resources	April 2002- June 2002	Gain public and political support. Study fiscal impact of trauma system.
	2.1.1 Financial-Administrative		
	2.1.2 Operational-Clinical		
	2.2 Assess stakeholder willingness to participate		
3. Develop trauma care system	3.1 Identify plan options	June 2002- Aug. 2002	Monthly stakeholder meetings
	3.1.1 Identify regional initiatives		
	3.1.2 Review model plans		Quarterly regional meetings
	3.1.3 Develop funding sources for Trauma system maintenance		
	3.2 Bring options back to Stakeholders		
	3.3 Choose plan		Plan outline
4. Draft trauma plan	4.1 Conduct input sessions with Stakeholders	Sept. 2002- Nov. 2002	Draft plan for public comment, Board approval, EMSA submittal
	4.2 Complete draft plan		
5. Provide for public comment	5.1 Conduct public hearings	Nov. 2002	Public hearings
	5.1.1 Three public hearings		
	5.1.2 Review and comment by EMCC		
	5.1.3 Review and comment by PAC		
	5.2 Complete final draft plan		Final draft plan
6. Obtain local approval	6.1 Submit to Board of Supervisors	Dec. 10, 2002	Board Approval
	6.2		
7. Submit trauma plan to EMSA	7.1 Submit Trauma Plan	Dec. 2002	EMSA Review
	7.2 Revise as requested		

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8. Implement trauma care system	8.1 Develop MOUs	Jan. 2003- Dec. 2003	MOUs
	8.2 Develop formal agreements		Approved agreement with Trauma Centers
	8.3 Develop Quality Improvement Process/Data system		Purchase and install trauma registry
	8.3.1 Establish Regional Trauma Audit Committee		Regional TAC meetings

EXHIBIT D – BUDGET, FISCAL AND PAYMENT PROVISIONS

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Agreement Number: 2756

1. COMPENSATION. In consideration for CONTRACTOR accomplishing said result(s) described in Exhibit C (Scope of Work), COUNTY agrees to pay as follows: **an amount not to exceed \$85,000** to be paid as detailed below. CONTRACTOR will invoice in the form and in the manner required by COUNTY. Compensation includes mileage, room and board, materials, overhead expenses, telephones, copies, and postage. Total contract amount is based on and limited to the availability of funding from the State Emergency Medical Services Authority grant funding for Trauma Care Systems Plan Preparation and Implementation program. If this state funding is reduced or eliminated, the amount available for services provided under this agreement will likewise be reduced or eliminated. No COUNTY funds will be used to fund services under this agreement.

2. BUDGET DETAIL.

Result A -- State-Approved Santa County Trauma Plan

(A-1.1) Establish a Stakeholder committee and schedule meetings. Stakeholder meetings will be scheduled monthly throughout the development phase of the trauma plan (nine months). Meeting materials will be prepared for Stakeholder review, a presentation will be given, the meeting will be professionally facilitated, and meeting summaries will be recorded and distributed. Fee per meeting \$1,300. Total fees for Stakeholder meetings shall not exceed \$11,700.

(A-1.2) Assess existing resources by documenting local and regional resources, trauma system access methodologies, pre-hospital ground and air services, hospital and physical services, and rehabilitation services. Payment in the amount of \$3,375 upon completion of Existing Resources Assessment Study that serves as basis for draft Trauma Plan.

(A-1.3) Gain public support by informational meetings with Stakeholders and the public. Solicit political and public support for the trauma project locally and regionally. Payment in the amount of \$1,125 upon completion of Stakeholder Assessment Study that serves as basis for draft Trauma Plan.

(A-1.4) Study the fiscal impact of trauma system and prepare fiscal impact study report. Review model plans, funding resources, and reimbursement strategies, including implementation and trauma plan maintenance. Assess Stakeholder willingness to participate. Identify Trauma Plan options. Payment in the amount of \$31,500 upon completion of Fiscal Impact Study.

(A-1.5) Conduct input sessions on Plan options with Stakeholders and draft the Trauma Plan for public comment, Board of Supervisors approval, and submission to the State Emergency Medical Services Authority (EMSA). Payment of \$1,250 upon completion of the Draft Trauma Plan.

(A-1.6) Conduct three public hearings on draft Trauma Plan. Review draft Trauma Plan with Emergency Medical Care Commission. Review draft Trauma Plan with Pre-hospital Advisory Committee. Payment in the amount of \$1,350 upon completion of three public hearings.

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EXHIBIT D – BUDGET, FISCAL AND PAYMENT PROVISIONS

(A-1.7) Payment in the amount of \$500 upon submission of draft Trauma Plan to Board of Supervisors for approval including informational meetings, document preparation, attendance at Board meetings as required for presentation and informational comments and to respond to Board Member questions.

(A-1.8) Payment in the amount of \$500 upon submission of County-approved Santa Cruz County Trauma Plan to State EMSA including informational meetings, document preparation, response to State EMSA questions.

(A-2) Payment in the amount of \$6,825 upon approval and acceptance by COUNTY and approval by the State Emergency Medical Services Authority of the Santa Cruz County Trauma Plan.

Result B -- Implementation of State-Approved Santa Cruz County Trauma Plan

(B-1) Develop Memoranda of Understanding (MOU) and formal agreements with Trauma Centers during implementation phase (twelve months). MOU negotiation, preparation, and approval **\$11,125**.

(B-2) Develop Quality Improvement Process and integrate with data system during implementation phase; establish regional Trauma Audit Committee and facilitate four quarterly meetings in implementation phase. Fee per meeting \$1,437.50. Total fees for quarterly Trauma Audit Committee meetings shall not exceed \$5,750.

3. PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, CONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by COUNTY'S Administrator.

4. BUDGET CONTROL. With prior written approval of COUNTY, CONTRACTOR may adjust cost among budget line items or add/delete line items as long as the total amount of the contract is not exceeded.