

**Advanced Life Support Agreement  
Between  
County of Santa Barbara  
and the  
Regents of University of California**

This Agreement is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, herein referred to as “COUNTY”, and the Regents University of California, Santa Barbara herein referred to as “UCSB”.

**Recitals**

**A.** UCSB has applied through this agreement for approval to provide primary advanced life support (ALS) transport services for emergencies.

**B.** Division 2.5, Section 1797.218, of the Health and Safety Code, gives the local County Emergency Medical Services Agency, the authority to authorize an advanced life support program which provides services, utilizing EMT-P personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, transport to a Santa Barbara County receiving hospital, and during training within the facilities of a participating general acute care hospital. The Santa Barbara County Emergency Medical Services Agency is a division of the Santa Barbara County Public Health Department.

**C.** California State law requires that all advanced life support providers shall have a written agreement with the local emergency medical services system. UCSB has been providing services since 1972.

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions as attached and set forth in this document.

**1. ADMINISTRATION:**

The County’s Director of Emergency Medical Services (EMS) Agency at phone number (805) 681-5274 shall represent COUNTY in all matters pertaining to the performance under this Agreement and shall administer this Agreement on behalf of COUNTY. The University of California, Santa Barbara (UCSB) Police Chief, at phone number (805) 893-4151, shall represent UCSB and shall administer this Agreement in accordance with the terms and conditions on behalf of the UCSB. All reports, letters, notices, and/or other correspondence shall be sent to the attention of the designated representatives at their respective addresses.

**2. SCOPE OF WORK:**

UCSB agrees to provide services in accordance with Exhibit A attached hereto incorporated herein by reference.

**3. RESPONSE TIME REQUIREMENTS:**

Response times under this Agreement are measured from the time the unit is dispatched from UCSB dispatch center, until the responding unit wheels stop on scene.

**a. Code 3 Calls**

Each month, within response areas described in Exhibit B, UCSB shall have a response time to Code 3 calls within 8 minutes and 00 seconds or less, a minimum of ninety percent (90%).

**b. Code 2 Calls**

Each month, within response areas described in Exhibit B, on Code 2 calls, UCSB shall have a response time of 15 minutes and 00 seconds or less, ninety percent (90%) of the time.

**c. Response Time Guidelines**

UCSB shall adhere to the following response time guidelines. Exceptions are as follows:

- Instances where paramedics are requested to remain on scene by a physician or EMS Agency official.
- Reduction of response from Code 3 to Code 2 prior to arrival on scene.
- A representative from the COUNTY EMS Agency will determine good cause for exemption. The burden of proof that there is good cause for an exemption shall rest with the UCSB. Good cause for an exemption may include, but is not limited to:
  - Dispatch errors.
  - Incorrect or inaccurate dispatch information received from a calling party.
  - Inability to locate address due to non-existent address.
  - Unavoidable delay caused by traffic congestion as the result of a vehicular accident where there is no alternate route of travel.
  - In the case of a declared disaster.

**d. Delayed Response**

Any delayed response times for Code 3 and Code 2 calls by UCSB shall be audited for cause and explained in a written report to the Emergency Medical Services Agency.

**e. CAD Reporting**

Until such time UCSB can provide response time data that includes seconds, County will accept the upper limit of 8:00 and 15:00 as acceptable response time compliance. If there are any exemptions requested UCSB shall provide documentation based upon their review of recorded voice data call transmission.

**4. TERM OF THE AGREEMENT:**

The term of the Agreement shall commence when executed by both parties after approval by the County Board of Supervisors and Regents of University of California and shall terminate at midnight on December 31, 2011, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement. Either party may terminate this contract, at any time, upon thirty (30) days written notice to the other party. Upon termination of this contract, UCSB shall cease the provision of advanced life support.

This Agreement may be extended for two (2) subsequent three-year terms. County and UCSB agree that UCSB'S and County's mutual performance under the existing terms and conditions of the Agreement at the time the contract extension is being considered, shall be the predominant determinant on granting the contract extension.

**5. NOTICE:**

Any notice or notices required, pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the Representative at the following address:

**To COUNTY:** Director  
Emergency Medical Services Agency  
300 N. San Antonio Road  
Santa Barbara, CA 93110-1316

**To UCSB:** Police Chief  
1200, Public Safety Bldg.  
University of California, Santa Barbara  
Santa Barbara, CA 93106-1010

**6. TERMINATION FOR CAUSE:**

COUNTY shall have the option to terminate this Agreement for cause, by giving written notice specifying the reason and the effective date of termination. The effective date of termination shall be at least 15 days after the delivery of the written notice. UCSB shall have the right to respond in writing to the Notice of Termination. The response shall address the COUNTY'S basis for terminating this Agreement and indicate whether UCSB intends to attempt to cure the deficiency. The response shall be submitted to COUNTY at least five days before the effective date of termination under this agreement.

Before the effective date of termination, COUNTY shall review UCSB response. If COUNTY determines that UCSB breach can be and has been cured, the notice of termination shall be withdrawn and, if applicable, the suspension shall be lifted. UCSB shall continue the provision of primary advanced life support services under the Agreement. At the COUNTY'S discretion, the date of termination may be extended to allow UCSB additional time to cure the breach. Otherwise, this Agreement shall terminate on the effective date specified in the notice of termination.

**7. CHANGES AND AMENDMENTS:**

This document and the exhibits and references incorporated herein fully express all understanding of the parties concerning this Agreement. No addition to or alteration of the terms and conditions of this Agreement, and no verbal understandings of the parties, or their officers, agents, or employees, shall be valid unless made by formal written amendment to this Agreement.

**8. INDEPENDENT CONTRACTOR:**

UCSB is, for all purposes arising out of the Agreement, an independent contractor and shall not be deemed an employee or agent of Santa Barbara County. It is expressly understood and agreed that UCSB employees shall in no event be entitled to any benefits from COUNTY, including but not limited to, overtime, retirement, worker's compensation and leave benefits.

**9. ADMINISATIVE REQUIREMENTS:**

UCSB shall secure or furnish all services and supplies including, but not limited to, medical supplies, drug inventory necessary to comply with County ALS protocols, equipment, furniture, insurance, utilities, telephones and facilities, necessary for the provision of services pursuant to this Agreement.

**10. CONFLICT OF INTEREST:**

UCSB covenants that UCSB presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. UCSB further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by UCSB.

**11. CONFIDENTIALITY:**

UCSB shall maintain the confidentiality of its records, including billings, in accordance with all applicable State and Federal laws relating to confidentiality and ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). UCSB shall inform all its officers, employees and agents, and others providing services thereunder of said confidentiality provision. COUNTY shall maintain the confidentiality of all records made available thereunder during and after the terms of this Agreement.

**12. RECORDS, AUDIT, AND REVIEW:**

UCSB shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of UCSB's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents upon reasonable notice. Medical care report records and or medical reports specific to UCSB's provision of medical care shall be made available to the COUNTY at any time during UCSB's regular business hours or upon reasonable notice and COUNTY shall coordinate all such audits and inspections through the UCSB Rescue Unit Manager.

**13. NONDISCRIMINATION:**

COUNTY hereby notifies UCSB that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and UCSB agrees to comply with said ordinance.

**14. INDEMNIFICATION:**

**A. INDEMNIFICATION BY REGENTS OF THE UNIVERSITY OF CALIFORNIA**

REGENTS OF THE UNIVERSITY OF CALIFORNIA shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA's officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

**B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA**

COUNTY OF SANTA BARBARA shall indemnify, defend and hold REGENTS OF THE UNIVERSITY OF CALIFORNIA, and REGENTS OF THE UNIVERSITY OF CALIFORNIA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's officers, agents and employees.

#### C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, REGENTS OF THE UNIVERSITY OF CALIFORNIA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be REGENTS OF THE UNIVERSITY OF CALIFORNIA's agent.

#### D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

#### E. CONTINUING OBLIGATION

To the extent that REGENTS OF THE UNIVERSITY OF CALIFORNIA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

#### F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

#### **15. DELEGATION AND ASSIGNMENT:**

UCSB shall not delegate its duties and responsibilities or assign its rights thereunder, or both, either in whole or in part, without the prior written consent of COUNTY. UCSB may enter into a written agreement with American Medical Response (AMR) as a subcontractor to AMR for the purpose of providing the primary response for AMR to AMR's response Zone 52 W, with prior written approval from the EMS Agency.

#### **16. RESPONSIBILITY FOR COSTS:**

COUNTY shall not be liable for any costs or expenses incurred by UCSB by reason of this Agreement, including costs or expenses related to the provision of service under this Agreement.

**17. COMPENSATION OF UCSB:**

UCSB shall have the right to bill, all private parties and/or responsible third parties, for allowable charges for services as a way to collect for services provided by UCSB. COUNTY is not responsible for any costs associated in providing services. Payment for services shall be based on rates indicated in the Schedule of Fees in Exhibit B, attached hereto and incorporated herein by reference. The rates shown in Exhibit B shall remain in force and effect through January 31, 2008. Thereafter the rates shown in Exhibit B shall be subject to an annual increase effective February 1, of each year calendar year during the term of this Agreement. The EMS Agency shall establish the ambulance rates and provide an annual rate adjustment for inflation. The percentage increase to adjust for inflation shall be calculated using the following indices;

The percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group of the Consumers Price Index for All Urban Users, Los Angeles, Orange and Riverside counties index, as compiled and reported by the Bureau of Labor Statistic for the previous 12-month period last for which published figures are then available:

- 50 percent of the CPI – Medical Care Index
- 50 percent of the CPI – All Urban General Consumers (CPI-U)

Any rate adjustment made under this provision shall not exceed 5%. The COUNTY will notify UCSB of the ambulance rate adjustments by January 15, of each year. The COUNTY may increase the allowable rate with Board of Supervisor approval at any time during the calendar year, in addition to the rate increases identified above.

**18. CALIFORNIA LAW:**

The laws of the State of California shall govern this Agreement. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County.

IN WITNESS THEREOF, COUNTY and CONTRACTOR have executed this agreement to be effective upon the date authorized by the Santa Barbara County Board of Supervisors.

COUNTY OF SANTA BARBARA  
JONI GRAY  
CHAIR, BOARD OF SUPERVISORS

UCSB  
Bill BEAN  
CHIEF OF POLICE

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
APPROVED AS TO FORM

The Regents of the University of California  
UCSB

MICHAEL F. BROWN  
CLERK OF THE BOARD

DIRECTOR OF BUSINESS SERVICES

By: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM  
STEPHEN SHANE STARK  
COUNTY COUNSEL  
DIRECTOR/HEALTH OFFICER

APPROVED AS TO ACCOUNTING  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
County Counsel

By: \_\_\_\_\_  
Auditor-Controller

APPROVED AS TO FORM  
NANCY LAPOLLA, MPH  
DIRECTOR, EMS AGENCY

APPROVED AS TO FORM  
ELLIOT SCHULMAN, MD. MPH  
PUBLIC HEALTH DEPARTMENT  
DIRECTOR/HEALTH OFFICER

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
PHD Director

RAY AROMATORIO, ARM, AIC  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**EXHIBIT A**  
**Statement of Work**  
**Roles and Responsibilities**

**UCSB agrees as follows:**

1. Provide prehospital emergency medical care and transport services in response to emergency medical 9-1-1 calls twenty-four (24) hours each day, seven days a week, 365 days per year without regard to the patient's financial status within Zone 52 of Service Area 1 and as requested through mutual aid, (See Exhibit C for coverage area).
2. Provide ambulances, as well as other vehicles, equipment, facilities, medical and other supplies (including all fuel, lubricants, maintenance, insurance, appropriate vehicle permits, and repairs/replacement) that are used by UCSB as necessary for the provision of services required as part of this agreement.
3. Actively participate in the EMS Performance Improvement process, provide special training and support to employees found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to the Santa Barbara County EMS Agency.
4. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited.
5. Comply with all training requirements established by the State of California, and all applicable policies and provisions established by the Santa Barbara County EMS Agency.
6. Provide and/or contract for employee in-services training, which allow field personnel to meet and maintain state and local certification, accreditation, and licensure standards. Such in-service programs shall include training on local EMS Agency policies and procedures, field care audits, grief support training, peer support, critical incident stress management, driver training, Incident Command and multi-casualty/disaster training, and training in weapons (chemical, biological, radiological, nuclear and explosive, "CBRNE") of mass destruction.
7. Maintain neat, clean, and professional appearance of all personnel, facilities and equipment.
8. Maintain good working relationships with law enforcement agencies, first responder agencies, hospitals, healthcare providers and other system participants. This shall include participation in the Incident Command System (ICS) when implemented on any scene.
9. Maintain a good reputation through ensuring courteous and professional conduct of office and field personnel, participation in published research and industry affairs.



10. Respond to County inquiries about service and/or complaints in accordance with EMS Policy #116.
11. Submit data and records requested including financial reports, which are supported by documentation or other verifiable information, as required by the Santa Barbara County EMS Agency.
12. Notify the Santa Barbara County EMS Agency as soon as possible, of all incidents in which UCSB personnel fail to comply with protocols and/or contractual requirements.
13. Abide by all State Statues, Regulation and local EMS Agency Policy and Procedures.
14. To utilize only Santa Barbara County accredited paramedics to provide the services and to assure that these personnel maintain their accreditation as outlined in the Santa Barbara County EMS Policy and Procedures Manual. UCSB shall adhere to EMS Agency policies and procedures, as amended from time to time.
15. To provide medical control by a Medical Director who has experience in emergency medicine and approved by the EMS Medical Director to oversee and coordinate UCSB'S clinical performance. The Medical Director shall work with the EMS Agency Medical Director and the physicians of the EMS base hospital system to ensure compliance by UCSB with the clinical standards established for the Santa Barbara County EMS system. The Santa Barbara County EMS Agency Medical Director has the final authority on all EMS medical issues and/or policies.
16. To maintain communication radio equipment to enable communication with EMS system base hospitals for transfer of medical information and medical direction.
17. To assign a "liaison" to work with the EMS Agency on administrative matters and to participate in the following EMS meetings; Continuous Quality Improvement (CQI) Committee and the Contract Compliance Committee (CCC). Participate as requested and as available in the Emergency Medical Advisory Committee (EMAC), Disaster Preparedness Advisory Committee or other ad hoc committees on EMS. The Director of the EMS Agency may grant exemptions for participation.
18. Participate in studies as requested by EMS Agency as available.
20. To develop a Continuous Quality Improvement (CQI) program approved by the EMS Agency that interfaces with the EMS Agency's CQI plan and to provide reports and participate in meetings as specified by the EMS Agency.
21. To furnish the EMS Agency with required data, patient care reports, response times, and other information in a mutually agreed upon format. Any additional cost of providing information electronically will be mutually agreed upon.
22. To agree to periodic, unannounced visits by EMS Agency staff to ensure compliance with State and local, laws, policies and procedures, to ensure medical standards are being met.

23. To provide and restock medications, equipment and supplies as inventory for each ALS unit at UCSB expense.
24. To respond to requests for mutual aid (i.e. multicasualty incidents, disasters) when requested and as available.
25. To participate as available in disaster drills and in disaster preparedness activities requested by the EMS Agency.
26. Provide Emergency Medical Dispatch to all presumed critical sequence (cardiac arrest, choking and childbirth) emergency 911 calls or transfer caller to the Santa Barbara County Public Safety Dispatch Center.

**COUNTY agrees as follows:**

The County seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To assist in accomplishing this purpose, the County will:

1. Oversee and enforce UCSB's rights as a provider of ALS prehospital emergency medical care transport services within the contracted services area.
2. Provide medical direction and control of the EMS system.
3. Oversee, monitor and evaluate contract performance and compliance.
4. Implement and utilize an electronic Patient Care Report (PCR) database, in order to assess the quality of prehospital care being provided and ensure UCSB has access to this patient care reporting system.
5. Provide access to Emergency Medical Dispatch (EMD) services through the Santa Barbara County Public Safety Communications Center for presumed critical sequence calls (cardiac arrest, choking, childbirth).