

SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

Board of Directors

Birgitta Corsello
Solano County Administrator
Chair, SEMSC

Josh Chadwick, Fire Chief
Benicia Fire Department
Fire Chief Representative

Caesar Djavaherian, MD
Emergency Department
NorthBay Medical Center
Physicians' Forum Rep.

Thea Giboney, MHA
Medical Group Administrator
Kaiser Permanente
Medical Professional Rep.

Satjiv Kohli, MD, MS
Emergency Department
Sutter Solano Med. Center
Medical Professional Rep.

Richard Watson
Health Care Consumer Rep.

David White, City Manager
City of Fairfield
City Manager Representative

EMS Agency Staff

Bryn E. Mumma, MD, MAS
EMS Agency
Medical Director

Ted Selby
Agency Administrator

Counsel

Azniv Darbinian
Assistant County Counsel

Board of Directors

Thursday, July 12, 2018

9:00 – 10:00 AM

Suisun City Council Chambers

AGENDA

CALL TO ORDER - 9:00 a.m.

ROLL CALL

APPROVAL OF THE AGENDA

APPROVAL OF THE MINUTES OF APRIL 12, 2018 REGULAR MEETING

APPROVAL OF THE MINUTES OF MAY 24, 2018 SPECIAL MEETING

ITEMS FROM THE PUBLIC

*This portion of the meeting is reserved for persons wishing to address the Board on any matter **not** included on the agenda.*

I. REPORTS

- a. SEMSC Medical Director's Report
- b. EMS Administrator's Report
 - Receive Update from Consultant on RFP Outreach Efforts
- c. Medic Ambulance Operator's Report

II. REGULAR CALENDAR

- a. Review and Approve a Three-Year Agreement with the Regents of the University of California for \$103,236 for the Period of September 2, 2018 to September 1, 2021 to Provide EMS Medical Director Services

BOARD MEMBER COMMENTS

- a. Chair
- b. Directors

ADJOURN

To the next regularly scheduled meeting of October 11, 2018 at 9:00AM in the Suisun City Council Chambers, 701 Civic Center Blvd., Suisun City CA 94585.

Solano Emergency Medical Services Cooperative (SEMSC)

Meeting Minutes

April 12, 2018; 9:00AM – 11:30AM

Suisun City Hall

BOARD MEMBERS

- Birgitta Corsello, Chair, SEMSC Board
- Caesar Djavaherian, Physicians' Forum Representative
- Satjiv Kohli, Medical Professional Representative
- Jack McArthur, Fire Chief Representative
- Sandra Rusch, Medical Professional Representative
- Richard Watson, Healthcare Consumer Representative
- David White, City Manager Representative

STAFF

- Bryn Mumma, EMS Medical Director
- Ted Selby, EMS Administrator
- Michael Stacey, Deputy Director, Medical Services
- Hermie Zulueta, EMS Operations Manager
- Keith Erickson, EMS Coordinator
- Rachelle Canones, Administrative Secretary
- Colleen Hogan, Health Education Specialist

AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<u>Call to Order/Roll Call</u>	Meeting called to order with a quorum present. Board Member Watson was absent. Board Member White was late	(none)	
<u>Introduction of New Board Members</u>	New Board Member Thea Giboney, Medical Group Administrator at Kaiser Napa/Solano was introduced as new hospital representative.		
<u>Approval of Agenda</u>	Board Member Djavaherian moved to approve the agenda. Board Member McArthur seconded. AYES: 5; NAYS: 0; ABSENT: 2; ABSTAIN: 0		
<u>Approval of Minutes January 12, 2018</u>	Board Member McArthur moved to approve the minutes of the meeting; Board Member Djavaherian seconded. AYES: 5; NAYS: 0; ABSENT: 2; ABSTAIN: 0.		
<u>Public Comments</u>	(None)		
<u>Reports</u> a. Medical Director's Report	a. Dr. Bryn Mumma, EMS Medical Director provided various reports: 1. Discipline Actions – Dr. Mumma stated that there are two pending		

<p>b. EMS Administrator's Report</p>	<p>discipline cases.</p> <p>a. Policy and Protocol Changes – Dr. Mumma stated that the policy and protocol changes are included in the meeting packets. It was added that these changes had to do with standardized dosing for opioids in all the protocols; there is now a set dose for traumatic injuries and a set dose for medical complaints. The benzodiazepine doses were also standardized, and added epinephrine drip as a standard to replace dopamine. This helps field crews who now must carry one less medication. An option for amiodarone was also added, based on evidence and ongoing drug shortages, to get ahead of the curve in case lidocaine also goes on shortage, an alternative medication is already in the protocols.</p> <p>Updated Protocols:</p> <ul style="list-style-type: none"> • B-1 – Behavioral Emergencies • C-1 Shock • C-5 Wide Complex Tachycardia • C-6 Bradycardia • C-8 Narrow Complex Tachycardia • C-10 Chest Pain ACS • C-14 STEMI • E-4 Burns • M-1 Abdominal Pain • M-5 Allergic Reaction/Anaphylaxis • P-7 Pediatric Allergic Reaction/Anaphylaxis General Trauma • T-5 Abdominal Trauma • T-6 and T-6-A and B Extremity Trauma • S-12 Intranasal Medication Administration • m-5 Allergic Reaction/Anaphylaxis • n-1 Altered Level of Consciousness (BLS n-2 merged into new BLS n-1) <p>b. Ted Selby, EMS Administrator, provided an update on the following items:</p> <ol style="list-style-type: none"> 1. General Update –Mr. Selby mentioned that at the January SEMSC Board Meeting, Sandra Rusch announced that she would be giving up 		
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her position on the Board due to her new regional assignment. Ms. Rusch had been on the SEMSC Board for over five years, helping accomplish many things during her tenure. She was sent a recognition plaque, thanking her for her service, since she is unable to be at the meeting today. Mr. Selby was pleased to announce that Thea Giboney was named as the successor, not only on the Board, but also as the new Medical Group Administrator. Board Member Giboney has been involved in EMS planning and projects for some time as the Assistant Medical Group Administrator for the Napa Solano Permanente Medical Group. It was added that Ms. Giboney has a strong background in compliance, which will be helpful in her new role with the SEMSC Board, which functions as a regulatory agency.

Mr. Selby observed that some major events happened since the last Board Meeting in January. One of these was the active shooter at the Yountville Veterans' Home where Medic Ambulance responded with an ambulance strike team, and received press coverage for their presence. The other major occurrence was the participation of Kaiser Vacaville in the Department of Homeland Security's (DHS) disaster drill. DHS coordinated Black Hawk landings, mock patient air transports, among others. The drill went well.

2. System Update – Mr. Selby stated that the prehospital EMS partners – Medic Ambulance and the Public Private Partnership (PPP) Fire Departments – have continued providing exceptional service to the citizens and residents of Solano County. Response time statistics for the second quarter of Fiscal Year 2017/2018 for Medic Ambulance are at an average of 99%. With regard to the Public Private Partnership (PPP) Fire Departments, it was stated that each one continues to provide strong support as evidenced by response time averages:

	<u>2nd quarter FY 17/18</u>
• Benicia –	94%
• Dixon –	96%
• Fairfield –	92%

	<ul style="list-style-type: none">• Vallejo – 93% <p>3. Trauma System Update – Mr. Selby recalled that during the January SEMSC Board Meeting, there was discussion about John Muir Medical Center's (JMMC) decision to let their trauma designation as an out-of-county Level II Trauma Center with Solano County lapse. It was reiterated that JMMC made it clear that they will be happy to continue to receive trauma patients from Solano, but no longer wish to be a part of the system and pay the annual designation fee. Hence, in the past month, EMS staff hosted a meeting with Benicia and Vallejo Fire Departments, Kaiser, NorthBay, and Medic Ambulance to discuss this matter and how to move forward. The overarching theme at this meeting was that patients need to go to the appropriate facility that is accessible in the shortest period of time. In other words, they need to go the facility they can reach quickest. It was agreed that moving forward, paramedics will check which appropriately designated trauma center can be reached quickest, and will respond as warranted. Mr. Selby added that previously, all trauma calls in Benicia were routed to JMMC even if NorthBay was equidistant or perhaps even slightly closer. It was likewise noted that most of these involve Level III trauma patients. Now field crews are checking the estimated transport time, and if NorthBay is equidistant or closer, the patient will be taken to NorthBay. This is the change that is occurring now.</p> <p>4. Announcements – Mr. Selby stated that the Annual Emergency Medical Response Summit, which has taken place the last few years at the Solano County Fairgrounds. Two years ago, the theme was "I Will Survive." Last year, the theme was "Through the Years." This year's theme is "We are Family." It was added that this year's Summit is focusing on family reunification, healthcare facility evacuation, and general emergency preparedness. The EMS Agency will be hosting the event on June 5, 2018 from 8:00 am to 4:00 pm at the Joseph Nelson Community Center in Suisun.</p>	
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<p>c. Contractor's Report</p>	<p>Mr. Selby added that as mentioned at the last Board Meeting, the American College of Emergency Physicians (ACEP) has proclaimed May 20-26, 2018 as National EMS Week. As in past years, the EMS Agency is partnering with Medic Ambulance to host both a public outreach and awareness Cardiopulmonary Resuscitation (CPR) training, and an EMS professionals' recognition and awards event. The awards dinner, where the new Jason Comer Memorial Award will be given for the first time, is currently being planned. The award is designed to recognize an individual for his or her outstanding commitment and contributions to improving emergency medical services for the people living in Solano County, in much the same way that Jason did. Nominations are open, and Mr. Selby urged everyone to go to the EMS website to nominate a deserving individual to receive this honor.</p> <p>5. Advanced Life Support (ALS) Master Services Agreement (MSA) Request for Proposal (RFP) Planning Update – Mr. Selby noted that this matter is an agenda item under the regular calendar that will be taken up later in the meeting. A more detailed update will be provided at that time.</p> <p>c. Kristi Kendall, Vice President of Finance for Medic Ambulance, provided some highlights around what is happening in the company.</p> <ol style="list-style-type: none">1. Medic Ambulance is involved in the "Every 15 Minutes" program at Jesse Bethel High School in Vallejo today, which is where most of their management, staff and resources are currently.2. Ms. Kendall added that as mentioned by the EMS Administrator, Medic Ambulance responded as a mutual aid resource request to the Yountville Veteran's Home active shooter situation. Medic deployed five ambulances, a strike team leader, and the Disaster Medical Support Unit (DMSU) within 20 minutes of being called. They were subsequently informed that this was the fastest response times for this kind of situation. It was noted that Medic received a lot of press, and	
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	<p>were featured on national news</p> <p>3. Medic announced that on April 30, 2018, the California Ambulance Association (CAA) will host the Annual Stars of Life Celebration and Legislative. It was noted that many of Medic participates in this program, and many of their Emergency Medical Technicians (EMTs), paramedics and other employees will get recognized at the Capitol, and they will also get to meet legislators and assembly members to discuss EMS issues, and see the legislative process. This year, nine of their employees will be recognized as Stars. Gordon Tsang and Dominic Romero will be recognized as Paramedic and EMT of Year for Medic Ambulance, due to many contributions, but mostly because they were key in Medic's response during the Napa-Sonoma fires, being part of three different strike teams, and assisted in the evacuation of 65 patients from a Santa Rosa facility. Michelle Catterton will be recognized as Dispatcher of the Year, Christopher Knopp as Logistics Employee of the Year, while Christopher Elton and Ryan Silva are being honored for providing extraordinary care to patients in cardiac arrest in Solano County, specifically for six patients cardiac arrest cases where they were able to achieve Return of Spontaneous Circulation (ROSC). Three of these patients had such positive outcomes that these people were discharged home. Paramedic Chris Kirkland and EMT Sean Miller will be recognized for the critical treatment of a patient also in cardiac arrest in a very rural area of Rio Vista where they performed cardiopulmonary resuscitation (CPR), defibrillation, and other life-saving techniques. This patient had an extremely positive outcome, has been discharged, and at this time is now recovered at home. Lastly, Carlos Navarette, a paramedic is being honored for his role in the Napa-Sonoma</p>	
<p><u>Regular Calendar Items:</u></p> <p>a. Selection of Vice</p>	<p>a. Board Chair Corsello stated that the Board drafted Board Member</p>	

<p>Chair for 2018</p> <p>b. Review and Consider Approval of Annual SEMSC Budget/Revenue Allocation Plan for FY 2018/2019 and Adoption of Resolution 18-001</p>	<p>Watson, who is not present today, to be Vice Chair the last few years. It has not yet been determined if Board Member Watson is interested in continuing as Vice Chair. Board Chair Corsello suggested possibly deferring action on this item until it is determined if Board Member Watson will continue as Vice Chair. Board Member McArthur concurred.</p> <p>b. Board Chair Corsello requested Mr. Selby to give an explanation on this agenda item. Mr. Selby stated that the bylaws of the Joint Powers Authority (JPA) require the Board to annually adopt a Revenue Allocation Plan for the Agency. Included in the packet is the recommended budget, or Revenue Allocation Plan as the Auditor Controller refers to it. Mr. Selby noted that Personnel costs are the bulk of the Agency's expenses. The pass-through revenue associated with the Public Private Partnership (PPP) between Medic Ambulance and the four city Fire Departments is the largest expenditure, as well as the largest source of revenue. It was emphasized that the Revenue Allocation Plan is essentially a zero-based budget, which closely resembles last year's budget.</p> <p>Board Member White requested information on the difference between the previous fiscal year and this fiscal year's budget, if any. Mr. Selby stated that the two budgets are very similar. However, projected expenditure for Salaries and Benefits increased slightly this year, as the Agency filled a vacancy with the hiring of Colleen Hogan. Services and Supplies remain virtually unchanged, and the PPP pass-through amount remains exactly the same.</p> <p>Board Member White moved to approve the Budget & Revenue Allocation Plan for FY 18/19 and the adoption of Resolution 18-001. Board Member McArthur seconded. AYES: 4; NAYS: 0; ABSENT: 3; ABSTAIN: 0</p>	
<p>c. Review and Consider Approval of Revision for Clarification</p>	<p>c. The Medical Director presented this item as it is medical in nature. Dr. Mumma stated that this Resolution was initially passed in 2012, and became effective in 2013. Since then there has been some confusion and discussion with hospital partners about which patient should receive CCT</p>	

<p>Purposes to Resolution 12-001 – Critical Care Transport (CCT)/Specialty Care Transport (SCT)</p>	<p>and which patient should be able to go Advance Life Support – Registered Nurse (ALS-RN). The goal of revising the Resolution is to bring it in line with both current practice and the County's current Interfacility Transfer (IFT) Form. It was pointed out that there are some things that were mandated by the existing Resolution to be sent by CCT that did not need to be sent by CCT, and are not typically sent CCT. In the process of updating the IFT Form to reflect current accepted practice, it was discovered that it conflicted with the Resolution that was passed in 2012. For example, as the Resolution is currently written, any patient receiving intravenous (IV) antibiotic infusion or blood products needs to go by CCT. It was clarified that if these patients are critically ill or injured, they need CCT. However, there are patients who are admitted to a non-monitored floor bed who are receiving IV antibiotics and blood products, but are not receiving critical care at the transferring or receiving facility; thus, they will likely not need critical care during transport either.</p> <p>It was emphasized that the proposed changes to this Resolution is limited to section 2.B. on page 14, and the goal is to bring the Resolution into alignment with current practice. In addition, section 2.A of the Resolution gives the final determination regarding the need for CCT to the transferring physician. Therefore, there is always room for clinical judgement to ensure that the needs of the patients are met. The proposed revision helps ensure that patients are being transported in a way that optimizes patient care and optimizes resource utilization to make sure that patients get the most appropriate care in the fastest manner possible.</p> <p>Board Chair Corsello requested the Medical Director discuss briefly the process that was used to make sure that this proposed change was vetted before being brought before the SEMSC Board. Dr. Mumma explained that when the changes were drafted, the document was sent out for a comment period. The EMS Agency received some initial comments and extended the comment period to ensure that anyone who needed additional time to respond to the revisions would have that time. Dr. Mumma added that the Agency received very few pertinent comments, and those that were received are already reflected in the draft presented to the Board.</p>	
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	<p>Board Member McArthur moved to approve the revision and clarification to Resolution 12-001. Board Member White seconded. AYES: 4; NAYS: 0; ABSENT: 3; ABSTAIN: 0</p>		
<p><u>Board Comments:</u></p> <p>a. Chairperson</p> <p>b. Directors</p>	<p>a. Board Chair Corsello welcomed the two new Members to the Board, and expressed appreciation that both volunteered to represent their respective organizations. The new Board Members were encouraged to reach out to the EMS Administrator, County Counsel, and/or the EMS Agency staff should they have questions or need information.</p> <p>b. Board Member White thanked the Board Chair, the EMS Administrator, and the EMS Agency staff for the background materials on the SEMSC Board which helped tremendously in preparing for this meeting.</p>		
<p><u>Adjournment</u></p>	<p>Meeting adjourned to the next regularly scheduled meeting of April 12, 2018.</p>	<p>(none)</p>	

**Solano Emergency Medical Services Cooperative (SEMSC)
Special Meeting
May 24, 2018; 9:00AM – 11:30AM
Suisun City Hall**

BOARD MEMBERS

- Birgitta Corsello, Chair, SEMSC Board
- Caesar Djavaherian, Physicians' Forum Representative
- Satjiv Kohli, Medical Professional Representative
- Jack McArthur, Fire Chief Representative
- Sandra Rusch, Medical Professional Representative
- Richard Watson, Healthcare Consumer Representative
- David White, City Manager Representative

STAFF

- Bryn Mumma, EMS Medical Director
- Ted Selby, EMS Administrator
- Michael Stacey, Deputy Director, Medical Services
- Keith Erickson, EMS Coordinator
- Rachelle Canones, Administrative Secretary
- Colleen Hogan, Health Education Specialist

AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<u>Call to Order/Roll Call</u>	Meeting called to order with a quorum present. Board Member Watson and Board Member Kohli absent.	(none)	
<u>Public Comments</u>	(None)		
<u>Special Meeting Item:</u> a. Review and Approve Contract for a Three-Phase Project with Page, Wolfberg & Wirth to Provide Consulting Services for the Request for Proposals (RFP) Development Project for the New Solano County Exclusive Operating Area (EOA) Master Services Agreement	a. Board Chair Corsello requested the EMS Administrator to introduce the proposed consultant, Doug Wolfberg. Mr. Selby stated the meeting packet includes Mr. Wolfberg's curriculum vitae (CV), and this would be helpful in evaluating the contractor's qualifications for this project, noting Mr. Wolfberg's impressive background. Mr. Selby reiterated that having worked with several consultants in EMS over the years, has found none as knowledgeable or experienced as Page, Wolfberg and Wirth. Mr. Wolfberg has helped Solano EMS with several projects, specifically the Critical Care Transport (CCT)/Specialty Care Transport (SCT) permit process, as well as with the Specialty Center designation project. Mr. Selby added that what is most impressive about Mr. Wolfberg is his ability to facilitate meetings, synthesize information, and incorporate the suggestions from stakeholders in an expeditious manner.		

<p>(MSA); Authorize the SEMSC Board Chair to Execute Agreement with Consultant</p>	<p>Before introducing the consultant, Mr. Selby noted two errors on the draft agreement before the Board, in the County of Solano standard contract cover page. The term of the contract states June 1, 2018 to July 30, 2019. It was explained that when the timelines were reviewed, the term was adjusted, and should instead say June 1, 2018 to September 30, 2019. Additionally, the cover page should state Solano Emergency Medical Services Cooperative Standard Contract instead of "County of Solano." It was noted that these two items will be corrected by staff before the contract is processed.</p> <p>Mr. Wolfberg was invited to address the Board to speak about the project, and respond to questions that might arise. Mr. Wolfberg thanked the Board for the invitation to attend the Special Meeting, and gave a summary of the contract before the Board. It was added that they propose this project be broken down into three phases, essentially summarized into (1) planning, (2) writing, and (3) implementing. It was noted that the great thing about writing the proposal to redo the RFP process for Solano County, is that the system is functioning well, and the next step is to find ways to elevate it to the next level, and find ways to serve the community more effectively.</p> <p>Mr. Wolfberg explained that they propose to do in Phase 1 is a combined assessment and blueprint where there will be a facilitated stakeholder process where all County stakeholder groups meet, and discuss the aspects of the system that are high functioning, what are some needs of the system that they want the system to be able to fulfill. More importantly, there is a planning horizon to consider, since this RFP could go to ten years, and get the stakeholders thinking about where the system will take us in the next ten years, during this planning cycle. Things such as community paramedicine, integrated healthcare, evidence-based medicine, etc. that are on the horizon. Mr. Wolfberg reiterated that it is not his job to foist his vision of an EMS system on to this County but it is to guide the stakeholders to a shared vision of a clinically driven and evidence based system.</p>	<p>Make corrections to standard contract cover page</p>	<p>EMS staff</p>
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	<p>It was mentioned that EMS tends to do many things, including clinical practice, because they have always been done that way, whether it may be using backboards, measuring things that may not necessarily be good predictors of patient outcome. Stepping up the integration of clinical best practice and evidence based findings into design of the system is a vision that they believe Solano County is ready for, and the stakeholders are ready and willing to embrace at this point. Mr. Wolfberg explained that he based this observation from his personal experience in working with the County's stakeholders over the past few projects in a forward-thinking way. It was reiterated that the key part of the goal is to facilitate a stakeholder process to come up with a shared vision.</p> <p>The second phase is to develop that vision into an RFP, help with the design of a scoring and evaluation process so that stakeholders can make the best and most defensible decision they can make, bringing the State EMS Authority into the approval process, and disseminating the RFP.</p> <p>Phase 3 is the implementation and negotiation of a contract. Mr. Wolfberg noted that his firm has developed an effective working relationship in past projects with County Counsel, and will provide insight and guidance in this step of the RFP project.</p> <p>Mr. Wolfberg summarized that those are in essence, the phases of the project, but there will be a lot of details in each of these phases.</p> <p>Board Member White inquired as to the process that was utilized in the selection of the consultant, including other firms that may have been contacted for this project, and financial proposals that may have been received by EMS Agency. Mr. Selby replied that he met only with one other firm, Bill Bullard of the Abaris Group, Mike William's firm in Southern California, a local firm. The EMS Agency did not receive any financial proposals from the Abaris Group.</p>	
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In speaking with the firm, it was apparent they had many relationships with the organizations and players in this area, not only with ambulance providers, but also with the systems they've been involved in, such as in Contra Costa County, Alameda County, and Sonoma County among others. Mr. Selby observed that in his experience, sometimes bringing in consultants and subject matter experts who are not as implanted in the community helps avoid the appearance of bias. This rang true during the Trauma Center RFP process. Having worked with the firm Page, Wolfberg & Wirth in the past, the expertise they bring to the table, especially with the legal background they have, provides valuable assistance particularly in working with the California EMS Authority in ensuring that legal issues are avoided, as seen with the recent back and forth some other consultants have had to do with the State.

Mr. Selby added that Mr. Wolfberg also worked with him on the Yolo County RFP project for ambulance services, and is familiar with how the consultant interacted with the State and the stakeholders, having seen it firsthand. The EMS Administrator further explained that in discussions with counterparts from other counties, it was evident that they too have great respect for Mr. Wolfberg and his firm.

Board Member McArthur stated that the term stakeholders is problematic, as these entities, including the fire departments, ambulance transport, hospital emergency departments, etc. are medical providers. It was observed that stakeholders are usually people who care about something. These providers who bring in a lot of resources and spend a lot of money on the system, should be considered and included in the process than just having stakeholder meetings. It was also pointed out that the system is interconnected, and one part of the system affects other parts of the system. For instance, if something is missed, others have to bring in resources to fill the gaps. Board Member McArthur further added that the cost needs to spread, and the things that are brought into the system to make it work, should involve some kind of assessment. Furthermore, depending on what is decided, the system will do what it needs to do to fill in the gaps.

Mr. Wolfberg explained that the term stakeholder is used in the broadest possible sense, which is why the term providers was not used. EMS has several components to it, not just transport, even though essentially the systems are paid for transporting patients, which is the unit of reimbursement. However, EMS is much broader and does much more than that, as it has a healthcare component, and not just a transport commodity. Mr. Wolfberg added that the term stakeholder was intended to be all-encompassing. It must include EMS, fire, ambulance, public agencies, cities, towns, because these entities are answerable to their constituents. It should also include the hospitals, receiving facilities, medical oversight, etc. It was also agreed that when one part of the system has to do something that affects another part of the system. One concrete example cited is the issue of hospital offload in other counties in California have been experiencing. It was observed that the more time spent offloading patients can be viewed as a negative subsidy to the system because unit hours are tied up waiting at the hospital.

Mr. Wolfberg added that he believes that getting all the stakeholders together was done effectively, and valuable input was obtained during the specialty care center regulation and the CCT/SCT resolution. In ensuring at all stakeholders are present, we ensure that we get the broadest possible representation, and although not everybody will get everything they want, all perspectives are heard and considered. Furthermore, for the system is designed for the maximum benefit of all stakeholders, then the goal is achieved. It was reiterated that stakeholders might not get everything they want, as long as they know they have been heard, and the process reflects those views, is when we will receive the maximum investment of these stakeholders into the system.

Board Member McArthur asserted that it is one thing to gather and hear the stakeholders, and another thing to model, discuss finances and actual impacts on those providers with the way the system will be built. For instance, during this process, if a decision is made to reduce response time to four minutes, will there be a model created to show the impact to the city fire department and the resources it will take for this to happen?

	<p>Mr. Wolfberg responded that he is acutely aware of the impact that every minute of response time has on deployment and the cost of deployment. The unit hours required to reduce response times by one minute is a substantial marginal cost for an EMS system. Furthermore, since response times were cited as an example, it was reiterated that this has always been, and likely always will be a key component of what EMS systems measure. However, part of the reason to move to an evidence based system is response times are extremely expensive, and clinically the studies and research are showing that systems are not getting a lot of benefit out of just getting on scene quickly. If speed is used solely as a proxy for quality, Mr. Wolfberg observed that the system is not really serving the public well as it could be. Lights and sirens responses cause more accidents, and if EMS wants to keep their workforce and the public safe, Code 3 responses has been shown to be the leading cause of injury or death, to first responders especially. The benefits of this type of response, except for a few types of clinical cases have not been shown to exist. Mr. Wolfberg asserted that this is one hard question that needs to be asked as Solano EMS moves into this next phase of this process. A question was raised as to whether I would be more prudent to perhaps spend the money it costs to put another unit hour on the street one minute quicker by doing things that have proven clinical benefits for emergency patients instead. It was noted that response times was used as an example as it was raised by Board Member McArthur.</p> <p>Mr. Wolfberg reiterated that there are certain parameters that each EMS system must operate within, and that neither he nor the stakeholders can change. For example, State EMS Authority must approve the plan, agencies may have 201 rights, etc. It was mentioned that he has had stakeholders come to meetings asking for certain things which sometimes are not permissible under the law.</p> <p>Mr. Wolfberg summarized that the idea is to bring the stakeholders together and determine where these changes make the most sense. It was added that their track record of working with the stakeholders and</p>	
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	<p>integrating their feedback to the absolute maximum extent possible is something they have always done in Solano because it is these stakeholders that have to live with the system created.</p> <p>Board Chair Corsello inquired as to where in the scope of work for the first phase is the information the Fire Chief Representative is referring to captured, in terms of the cost of fire support in the EMS system specifically, as they are the ones looking for a cut of the funding. It was further asked if this is captured in any of the steps in the scope of work presented to the Board, or whether this needs to be added as a cost calculation as part of an efficient system review.</p> <p>The consultant affirmed that in Phase 1, there are work items that include looking at all the data sources and system metrics, including time, as well as doing a system financial review which would look at available revenues. What is not included in the scope of work is doing a cost analysis of what each fire department spends to provide first response for example. However, the cities can provide that data. It was noted that doing a detailed cost review can multiply the scope and expense of this project by three to four times. What is generally analyzed with a system financial review are the revenues the system has available to be able to work with because the system has to be financially feasible, while at the same time providing great service to the community. Finding the right balance would be key and the system revenues is what would allow that to happen. It was reiterated that while fire was not specifically mentioned in the scope of work, it is encompassed by it.</p>		
<p><u>Board Comments:</u></p> <ul style="list-style-type: none"> a. Chairperson b. Directors 	<p>(None)</p>		

<u>Adjournment</u>	Meeting adjourned to the next regularly scheduled meeting of July 12, 2018.	(none)	
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Solano Emergency Medical Services Cooperative
Board of Directors Meeting

Meeting Date: 7/12/2018

I. REPORTS

a. SEMSC Medical Director's Report (verbal update, no action)

Copies of policies enacted since the last Board Meeting are attached for reference, as requested by the SEMSC Board.

Solano EMS policies and protocols are available on the internet at
<http://www.co.solano.ca.us/depts/ems/>

Solano Emergency Medical Services Cooperative

Board of Directors Meeting

Meeting Date: 7/12/2018

I. REPORTS

b. EMS Administrator's Report (verbal update, no action)

- a. General Update
- b. System Performance
 - Response time Percentages (EOA Provider)
 - Response time Percentages (PPP Providers)
- c. System Updates
 - Receive Update from Consultant on ALS Master Services Agreement Request for Proposals Project and Outreach Efforts
- d. Announcements

Solano Emergency Medical Services Cooperative
Board of Directors Meeting

Meeting Date: 7/12/2018

I. REPORTS

- c. Medic Ambulance Operator Report (verbal update, no action)**
 - a. Community Paramedicine Data

Solano Emergency Medical Services Cooperative
Board of Directors Meeting

Meeting Date: 7/12/2018

**II. REGULAR CALENDAR
RECOMMENDATION:**

- a. **Approve a three-year agreement with the Regents of the University of California for a total amount of \$103,236, for the period of September 2, 2018 to September 1, 2021, to provide EMS Medical Director Services.**

BACKGROUND:

The State of California Health and Safety Code Division 2.5 Section 1797.202 (a) states that “every local EMS agency shall have a full- or part-time licensed physician and surgeon as medical director, who has substantial experience in the practice of emergency medicine, as designated by the county or by the joint powers agreement, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the EMS system.” In accordance with the State of California Health and Safety Code Division 2.5 Section 1797.202, staff is presenting to the Board for approval and adoption the Regents of the University of California Contract to provide the services of a licensed physician to serve as the Solano EMS Agency Medical Director.

The contract is attached for review and approval (Attachment I). The Regents of the University of California Contract term is for the period of September 2, 2018 to September 1, 2021 for the budgeted amount of \$103,236, broken down as follows: \$33,400 for 2018/19, \$34,402 for 2019/20, and \$35,434 for 2020/21. The current contract expires on September 1, 2018.

LEGAL SUFFICIENCY: This item has been reviewed by County Counsel.

BOARD ACTION:

Motion:

By: _____ 2nd: _____

AYES:

NAYS:

ABSENT

ABSTAIN

AGREEMENT TO PROVIDE PROFESSIONAL MEDICAL SERVICES

THIS AGREEMENT (“Agreement”) is entered by and between The Regents of the University of California, a corporation described in California Constitution Article IX, Section 9, on behalf of University of California Davis Health (“University”), and Solano Emergency Medical Services Cooperative (“SEMSC”).

RECITALS

WHEREAS, SEMSC wishes to obtain from University professional medical director services (“Services”); and,

WHEREAS, University desires to provide and is fully qualified to provide such Services to SEMSC; and,

WHEREAS, University has determined that provision of such Services to SEMSC fulfills University's mission of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

I. University’s Performance

- A. University, specifically its employee, Bryn Mumma, M.D., M.A.S. (“Medical Director”), shall provide medical director services (“Services”) in accordance with the rates in Exhibit A, Scope of Work and Budget, attached and made a part hereof.
- B. University hereby certifies that any physician providing Services under this Agreement shall:
 1. Perform his or her professional duties to the best of his or her ability, in accordance with the highest scientific, professional and ethical standards of his or her profession, and in accordance with currently approved methods and practices in his or her field.
 2. Comply with all applicable Federal, State, County and other government agency laws, rules or regulations, including University policy.
 3. Comply with the requirements of all appropriate accrediting bodies, such as The Joint Commission and the American Medical Association.
 4. Maintain licensure in good standing to practice in the State of California and act within the scope of practice of such licensure in performing Services under this Agreement.
 5. If applicable, maintain medical staff privileges without restriction at SEMSC in accordance with the Medical Staff Bylaws of SEMSC.
 6. Be board-certified or board-eligible in his or her medical specialty.
 7. Not be excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or TRICARE programs and the System for Award Management

8. Not have been convicted of a criminal offense related to healthcare.
9. Cooperate with quality review and improvement activities pertaining to provision of Services under this Agreement.

II. SEMSC's Performance

- A. SEMSC shall remit payment for Services within thirty (30) days of receipt of University's monthly invoices. Payment shall be by check made payable to "**The Regents of the University of California**" and mailed to the address specified on the invoices.
- B. SEMSC shall provide access without charge to SEMSC facilities and SEMSC personnel as may be necessary for performance of Services.
- C. If applicable, SEMSC shall maintain adequate patient records on each patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal and State record maintenance requirements.
 1. At reasonable times during normal business hours, University, the California Department of Health and Human Services, the United States Department of Health and Human Services, and the California Department of Managed Health Care, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of Services performed and to audit and inspect any books and records of SEMSC which pertain to Services performed under this Agreement.
 2. All patient records shall be kept for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than ten (10) years from the date of discharge. Service and financial records shall be retained by SEMSC for a minimum period of ten (10) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

III. Priority of University Work

University work always has priority over work to be performed for SEMSC.

IV. Disclaimer of Warranty

University makes no warranty as to results to be obtained by SEMSC from the use of any services and/or facilities provided by University under this Agreement, and there are no express or implied warranties including, but not limited to, the implied warranties of Merchantability and fitness for a particular purpose.

V. Non-liability of University

University shall not be liable, by reason of its performance under this Agreement, for any loss of profits, claims against SEMSC by any third party, or consequential damages even if University is advised of the possibility of such loss, claims, or damages. SEMSC agrees that University's liability hereunder for damages, regardless of the form of action, shall not exceed the total of all charges paid

by SEMSC for the particular services rendered.

VI. General

A. Indemnification

University shall defend, indemnify and hold SEMSC, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

SEMSC shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from the negligent or intentional acts or omissions of SEMSC, its officers, agents or employees.

B. Insurance

1. University, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure during the term hereof as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of

placement prior to or coinciding with the effective date of the Agreement.

- c. Workers' Compensation Insurance as required under California state law.
- d. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of University as per the terms and conditions of the Indemnification provision included herein.
- e. Upon SEMSC's request, University shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

2. SEMSC, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self insure, as follows:

a. Professional Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverages shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

* (\$1,000,000 for comprehensive form)

However, if such insurance is written on a claims made form following termination of the Agreement, coverage shall survive for a period of not less than three (3) years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

- c. Workers' Compensation Insurance as required under California state law.
- d. Insurance for Administrative Services:

With respect to administrative services provided under this Agreement, Medical Director shall be included in SEMSC's standard policy of insurance or self-insurance in amounts of One Million Dollars (\$1,000,000) per claim/Three Million dollars (\$3,000,000) annual aggregate. This insurance

shall be applicable only to Medical Director's administrative services and not to professional services provided to Medical Director's patients.

- d. Coverages provided for above shall in no way limit the liability of SEMSC as per the terms and conditions of the Indemnification provision included herein.
- e. Upon University's request, SEMSC shall supply a certificate or certificates of insurance or self-insurance to University, evidencing coverages in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured under (a) and (b), above, obligate the insurer to notify University at least thirty (30) days prior to cancellation of or changes in any of the required insurance and include a provision that the coverage will be primary and will not participate with nor be excess to any valid and collectible insurance program of self-insurance carried or maintained by University. Premiums on all insurance policies shall be paid directly by the SEMSC.

C. Term and Termination

This Agreement shall be effective beginning on September 2, 2018 and ending on September 1, 2021. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day.

D. Effect of Termination

Termination or expiration of this Agreement shall not affect any rights or obligations of the parties accrued or incurred prior to the date of termination.

E. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

F. Health Insurance Portability and Accountability Act

The Parties shall comply with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws and regulations.

G. Participation in Alternative Arrangements

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with the other persons or entities on a limited or general basis.

H. Modification

No waiver, modification, or addition to this Agreement shall be binding unless expressed in writing and signed by both parties.

I. Notice

All notices, requests, or other communications required under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery; by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested; or by a reputable overnight express delivery service. Notices shall be deemed delivered on the date of personal delivery, on the date indicated on the United States Postal Service return receipt, or on the date indicated by express mail receipt, as applicable. Notices shall be addressed to the parties at the addresses set forth below:

To University: UC Davis Health Contracts
University of California Davis Health
Sherman Building, Suite 2300
2315 Stockton Boulevard
Sacramento, CA 95817
(Reference Agreement No. S18-00169V)

To SEMSC: Solano Emergency Medical Services Cooperative
355 Tuolumne Street, MS 20-240
Vallejo, CA 94590

J. Assignment

No party to this Agreement may assign the Agreement, assign rights under the Agreement, or delegate duties under the Agreement without the prior written consent of the other party hereto. Except as specifically provided in this Agreement, any attempted assignment or delegation of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

K. Discrimination

Both parties agree not to discriminate in their performance under this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veterans' status, medical condition (cancer-related) as defined in section 12926 of the California Government Code, ancestry, marital status or citizenship, within the limits imposed by law or University policy.

L. No Third Party Beneficiaries

The parties do not intend the benefits of this contract to inure to any third person or entity not a party to this Agreement. This Agreement shall not be construed to create any right or claim for any person or entity not a party to this Agreement.

M. Attorneys' Fees

If any action at law or equity is brought to enforce the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

N. No Requirement for Referrals

Nothing in this Agreement or in any other related written or oral agreement requires the admission or referral of patients or business by either party to the other. This Agreement is not intended to influence the decision of either party in choosing the hospital or health care facility deemed by such party as the best qualified to deliver goods or services to any particular patient. The rights of neither party under this Agreement depend in any way on the referral of patients or business to the other.

O. Representations and Warranties of SEMSC

SEMSC represents and warrants to University that:

1. This Agreement covers all of the services to be provided by University during the term;
2. SEMSC has determined that it has a *bona fide* need for the Services set forth in this Agreement;
3. SEMSC has determined that the Services set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the commercially reasonable business purpose of the Services;
4. SEMSC has determined that the compensation to be paid under this Agreement is consistent with fair market value in arms-length transactions;
5. The compensation to be paid under this Agreement has not been determined in a manner that takes into account the volume or value of any past or future referrals or business otherwise generated or to be generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care programs;
6. The Services set forth in this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any State or Federal law;
7. The Services set forth in this Agreement are primarily active, and not passive, in nature; and
8. SEMSC has engaged only a small number of eminently qualified physicians to perform the type of services that are set forth in this Agreement.

P. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. SEMSC agrees to resort solely to the courts of the State of California for any relief under this Agreement.

Q. University Name

No form of University's name shall be used in any form or manner in advertisements, reports or

other information released to the public without the prior written approval of University.

R. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA ON BEHALF OF UNIVERSITY
OF CALIFORNIA DAVIS HEALTH

By: _____
Birgitta Corsello
Board Chair

By: _____
Annie Wong, Director
UC Davis Health Contracts

Date: _____

Date: _____

APPROVED AS TO FORM

By _____
COUNTY COUNSEL

EXHIBIT A
SCOPE OF WORK AND BUDGET

I. UNIVERSITY OBLIGATIONS:

1. University, specifically its employee, Bryn Mumma, M.D., M.A.S. (“Medical Director”), shall provide medical director services (“Services”) to Solano County EMS Cooperative (“SEMSC”) in accordance with State of California regulations.
2. Medical Director shall:
 - a. Monitor the medical performance of the SEMSC system and advise the SEMSC Administrator on the status of the system relative to the requirements of The Emergency Medical Services System and Pre-hospital Emergency Care Personnel Act (“EMS Act”), Health and Safety Code Division 2.5, Section 1797.200 et seq.
 - b. Monitor the medical care and performance of advanced life support personnel accredited by SEMSC and recommend appropriate action to the Emergency Medical Services (“EMS”) Administrator to correct deficiencies.
 - c. Assist in the development, implementation and evaluation of medical standards for emergency pre-hospital personnel.
 - d. Participate via phone, internet, or in person with:
 - Pre-Hospital Care Committee and Continuous Quality Improvement Committee
 - SEMSC Board of Directors meeting
 - Physician’s Forum Committee
 - Pre-hospital Trauma Advisory Committee
 - Countywide Trauma Advisory Committee
 - ST Elevation Myocardial Infarction (STEMI) Review Committee
 - EMS Agency Staff Meetings
 - e. Develop and oversee the medical treatment protocols used by pre-hospital and inter-facility transport personnel in Solano County.
 - f. Assist with other projects associated with quality improvement as directed by the EMS Administrator.
 - g. Prepare reports as requested by the EMS Administrator or the SEMSC Board of Directors, reflecting activities performed by the EMS Medical Director.
 - h. Oversee disciplinary procedures involving pre-hospital and inter-facility transport personnel who are certified in Solano County.

II. COMPENSATION

1. During the term of this Agreement, University shall submit invoices to SEMSC in the amount indicated in the following table:

Years	Rate Per Month	Not-to-Exceed Amount Per Year
2018-2019	\$2,783.00	\$33,400.00
2019-2020	\$2,867.00	\$34,402.00
2020-2021	\$2,953.00	\$35,434.00

2. SEMSC shall remit payment within thirty (30) days of receipt of the University invoices. Payment shall be by check made payable to “**The Regents of the University of California**” and mailed to the address specified on the invoice(s).