

# 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 Djavaheerian, MD  
Emergency Department  
NorthBay Medical Center  
Physicians' Forum Rep.

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

Lillian Pan, DO  
Emergency Department  
Sutter Solano Med. Center  
Medical Professional Rep.

VACANT  
Health Care Consumer Rep.

David White, City Manager  
City of Fairfield  
City Manager Representative

## EMS Agency Staff

Bela Matyas, MD, MPH  
Public Health Officer

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

Ted Selby  
Agency Administrator

## Counsel

Azniv Darbinian  
Assistant County Counsel

## SEMSC Board of Directors

Thursday, April 11, 2019

9:00 AM – 10:30 AM

Suisun City Council Chambers

## AGENDA

### CALL TO ORDER - 9:00 a.m.

### ROLL CALL

### APPROVAL OF THE AGENDA

### APPROVAL OF THE MINUTES OF October 11, 2018 and January 10, 2019

### 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. Each speaker shall have 2 minutes to address the Board*

### I. REPORTS

- a. SEMSC Medical Director's Report
- b. EMS Administrator's Report
- c. Medic Ambulance Operator's Report

### II. REGULAR CALENDAR

- a. Receive Ad-Hoc Committee Recommendation and Consider Appointment of Healthcare Consumer Representative
- b. Receive Presentation on Emergency Medical Dispatch and Pre-Arrival Instructions associated with Emergency Ambulance Services
- c. Discuss and Consider Approval of Annual SEMSC Budget/Revenue Allocation Plan for FY 2019/2020 and Adoption of Resolution 19-001
- d. Review and Consider Comments on Draft RFQ for Consultant Services for Emergency Ambulance Services System Reviews and RFP Development
- e. Receive from EMS staff Map Clarifying Operational Zones for Emergency Ambulance Services (No Action)

### BOARD MEMBER COMMENTS

- a. Chair
- b. Directors

### ADJOURN

To the next specially scheduled meeting, date to be determined, in the Suisun City Council Chambers, 701 Civic Center Blvd., Suisun City CA 94585.

**Solano Emergency Medical Services Cooperative (SEMSC)  
Meeting Minutes  
October 11, 2018; 9:00 a.m. – 12:00 p.m.  
Suisun City Hall**

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**BOARD MEMBERS**

- Birgitta Corsello, Chair, SEMSC Board
- Josh Chadwick, Fire Chief Representative
- Caesar Djavaherian, Physicians' Forum Representative
- Thea Giboney, Medical Professional Representative
- Lillian Pan, Medical Professional Representative
- Richard Watson, Health Care Consumer Representative
- David White, City Manager Representative

**STAFF**

- Bryn Mumma, EMS Medical Director
- Ted Selby, EMS Administrator
- Michael Stacey, HSS Deputy Director, Medical Services
- Azniv Darbinian, Assistant County Counsel
- Hermie Zulueta, EMS Operations Manager
- Keith Erickson, EMS Coordinator
- Colleen Hogan, Health Education Specialist
- Patricia Zuñiga, Administrative Secretary (for Rachelle)

AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<b><u>Call to Order/ Roll Call</u></b> 9:00 a.m.	Meeting called to order with a quorum present. <b>Board Member Watson was absent.</b>	(none)	
<b><u>Closed Session</u></b> 9:02 a.m.	Conference with Legal Counsel – Potential Litigation: One Case • There was nothing to report.	(none)	
<b><u>Introduction of New Board Members</u></b>	New Board Member, Dr. Lillian Pan. She replaced Dr. Satjiv Kholi on the board.		
<b><u>Approval of Agenda</u></b> 9:40 a.m.	<b>Board Member White moved to approve the agenda. Board Member Djavaherian seconded. AYES: 6; NAYS: 0; ABSENT: 1; ABSTAIN: 0 The Agenda was approved.</b>		
<b><u>Approval of Minutes July 12, 2018</u></b>	<b>Board Member Chadwick moved to approve the minutes of the July 12, 2018, meeting; Board Member Djavaherian seconded. AYES: 6; NAYS: 0; ABSENT: 1; ABSTAIN: 0. The Minutes were approved.</b>	No comments	
<b><u>Public Comments</u></b>	(None)		

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AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<p><b><u>I. Reports</u></b>            9:45 a.m.            a. SEMSC Medical Director's Report</p>	<p>a. Dr. Mumma, EMS Medical Director stated there were a few policy and protocol updates:</p> <ol style="list-style-type: none"> <li>1. Policy and Protocol Revisions – She stated that there are two policy revisions:               <ul style="list-style-type: none"> <li>• Policy 6105 – Solano County Pre-hospital Triage Plan and Trauma Triage Algorithm – Updated based on feedback from quarterly focus group meeting and July stakeholders meeting on the algorithm. Minor changes were made.</li> <li>• Policy 6180 – Multi-Casualty Incident Response Plan – Updated with minor changes.</li> <li>• ALS Protocol S1 – Plural Decompression – Updated with minor changes.</li> </ul> </li> <li>2. EMT Discipline – They have 1 new probation.</li> <li>3. Other news:               <ul style="list-style-type: none"> <li>• They joined CARES (Cardiac Arrest Registry to Enhance Survival), through the efforts of, all the participating institutions as well as Colleen, and our local CARES support and representatives.</li> <li>• Medic Ambulance successfully entered complete, 2017 data, which will serve as their baseline, performance to gauge for future QI efforts. All the numbers, are in terms of outcomes and treatments, were comparable, to the national benchmarks, with the exception, of the bystander CPR rates, which were half of the national data. This represents one area of improvement. Good news for their first year is, they are no worse and no better than the national average. They want to be better than average and are off to a good starting point. They know where they stand and are working in making efforts to improve in those areas, where there is room for improvement.</li> </ul> </li> </ol>	<p>(none)</p>	

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<p>b. EMS Administrator's Report</p>	<p>b. <del>Ted</del> Mr. Selby, EMS Administrator, provided an update on the following items:</p> <ol style="list-style-type: none"> <li>Recent Changes – Ted introduced a new board member, Dr. Lillian Pan. She has worked at Sutter Solano, in the Emergency Department for nearly 10 years, serving Solano residents. She replaces Satjiv Kohli, who served on the board, for nearly 2 years. She was welcomed to the board.</li> </ol> <p>Mr. Selby made the administrator's report brief, as there was closed session earlier. The quarter has been quite busy, with stakeholder meetings and work group sessions. The focus has been on stakeholders' engagement and data collection as it pertains to EMS system and ambulance service. He notified the board that, their consultant, Mr. Wolfberg, would be providing a presentation.</p> <ol style="list-style-type: none"> <li>System Performance &amp; Updates:  <u>Performance response time statistics – 4<sup>th</sup> quarter FY 17/18</u> <ul style="list-style-type: none"> <li>Medic Ambulance – 99%</li> <li>Benicia – 96%</li> <li>Dixon – 97%</li> <li>Fairfield – 94%</li> <li>Vallejo – % (data not yet received)</li> </ul> </li> <li>Announcement – There will be a state-wide medical and health exercise, that will be held in November. There will be a cross sector - table-top exercise November 8<sup>th</sup>, followed by a functional exercise November 15<sup>th</sup>. The scenario will be an infectious outbreak, and all system hospitals will be participating, in the exercise.</li> </ol>	<p>(none)</p>	
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<p>c. Medic Ambulance Operator's Report</p>	<p>c. Helen Pearson, Chief Financial Officer and one of the owners of Medic Ambulance Service, gave the report.</p> <ul style="list-style-type: none"> <li>• In August and September, Medic Ambulance was awarded three California Ambulance Association Service Excellence awards in three categories: Clinical Outcome for the AED Donation, Community Impact Program for their community, paramedicine program, and their Community Public Relation Program - Robbin Mackbee Firefighter EMS Youth Academy. Medic Ambulance was also awarded three AMBI Awards, awarded by the American Ambulance Association every year. Medic Ambulance received it for Clinical Outcome Project, again, for their AED Donation Program, and for the third year in a row, Medic Ambulance awarded the only member to get back-to-back awards, which were exciting accomplishments for them and Solano County.</li> <li>• Medic Ambulance has two new ambulances put into service, as part of their normal ambulance replacement program.</li> <li>• Great news! As of yesterday, the Community Paramedic Program was extended by OSHPD (Office of Statewide Health Planning and Development), until November 2019, working with EMZI, and the California Health Care Foundation on continued process. This is amazing news for their program and the patients that are benefitting from this award-winning program.</li> <li>• A multi-year program with Solano County dispatch is operational creating a CAD link from Solano dispatch to Medic Ambulance. Call transfers are done without a call and the data goes from Solano County dispatch directly into the Medic CAD system. It has cut down call receipts and time on task, by over 60% average. They have seen amazing results for both sides. "Thanks" goes out to Sandy Whaley, Robin Raines, Don Ryan, Ted Selby for assistance in this program.</li> <li>• Another year of the Robbin Mackbee Firefighter EMS Youth Academy is nearing completion, with over 25 amazing, at-risk Vallejo youth, who have committed the last 9 months to this program. They have learned many firefighting skills and techniques, while also receiving American Heart Association, First Aid and CPR cards. They are truly, amazing youth and "Thanks" to them and the City of Vallejo and</li> </ul>		
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	<p>Byron Berhel, founder of the Students for At-Risk Youth and retired Battalion Chief.</p> <ul style="list-style-type: none"> <li>In September, a medic team consisting of Brandon Klug, Brian Meader, Jimmy Pearson and their Medical Director, Paul Kivela, traveled to Glasgow, Scotland, to present a Community Paramedic program and its success. The presentation was well-received, and they are proud and honored to have this program and be able to use it in Solano County.</li> </ul> <p>There were no questions.</p>		
<p><b><u>Public Comments</u></b></p>	<p>(None)</p>		
<p><b><u>II. Regular Calendar Items:</u></b>            9:55 a.m.            a. Presentation by consultant, Doug Wolfberg, on Emergency Ambulance Request for Proposals (RFP).</p>	<p>a. Mr. Wolfberg stated he was glad to be back, and he appreciated the cooperation from the staff and the stakeholders. He explained the stakeholder process later in his presentation. He was pleased to work with Ted and Dr. Mumma, an outstanding core team, who have a great vision of how good the EMS system is and how it can be better. He prepared a PowerPoint presentation, which was a summary of the blueprint report, which was distributed to everyone. The presentation was a summary of the main points of the blueprint. The project involved a couple of phases. There is the blueprint of the model of what is recommended to be in the RFP. The feedback they get from the blueprint will determine what goes in the RFP. The RFP has been drafted, in detail. Due to the timeline, he has under the contract, the presentation, shown, was an overview of the RFP. The actual RFP is much more detailed. The focus was on a higher level of EMS structural issues, and again, there is more detail in the report, distributed that the attendees could read on their own, concerning these issues.</p> <ul style="list-style-type: none"> <li>Summary of the project – the timeline – high level findings of their review of the system. He discussed how the new RFP fits in with the oversight that the Board must exercise over the system, and finally a summary of their recommendations for the major issues in</li> </ul>		

	<p>the next 10-year planning. He notified everyone in the room that this presents their recommendations only and the Board will make the final decisions. What ends up in the final RFP may be different than what is shown in the presentation, and may also, be different than their recommendations. He made it clear that he is presenting only recommendations. This is not the final decision for SEMSC.</p> <ul style="list-style-type: none"> <li>• The EMS System Review and Blueprint Report presentation covered the below topics:             <ul style="list-style-type: none"> <li>▲ Project Summary and Timeline</li> <li>▲ EMS System Review</li> <li>▲ Revenues, Costs, and Oversight</li> <li>▲ EMS System Blueprint                 <ul style="list-style-type: none"> <li>▪ Their recommendations for 2020-2030</li> </ul> </li> </ul> </li> </ul> <p>This SEMSC Blueprint RFP Report, in its entirety, is posted on the Solano County, EMS Department – 2020 RFP Project website. To access the presentation, type the following link in your Internet browser: <a href="http://www.solanocounty.com/depts/ems/2020_rfp_project.asp">http://www.solanocounty.com/depts/ems/2020_rfp_project.asp</a>. Select “Solano County – 2020 RFP Project”. In the section titled, “Background Information”, select “SEMSC Blueprint RFP Presentation”.</p> <p>Questions from the Board</p> <ul style="list-style-type: none"> <li>• Dr. Djavaherian:             <ul style="list-style-type: none"> <li>▲ He <del>appropriated</del> <u>appreciated</u> the evidence-based approach in the recommendations. On the EMD, would that require oversight from the Board? <i>Yes.</i></li> <li>▲ Would it be like an audit? <i>Yes. There would be performance standards for their EMD processing, protocol compliance, call processing times, just as there are for their deployment. It would be required to have a QA process in place, specifically for their dispatch and to report required metrics to the Board.</i></li> </ul> </li> <li>• Dr. Pan:             <ul style="list-style-type: none"> <li>▲ About the ED Re-Triage Process, and how it is recommended a 15-minute contractor write a first refusal. Does that mean that if a patient comes in and you feel they need to be</li> </ul> </li> </ul>		
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	<p>transported to a higher level of care, the hospital would call the contractor, and would they have 15 minutes to get back to them so would there be a lag time of the patient arriving in the ED? <i>No. They would be required to assure they could place an ambulance in the Emergency Department within 15 minutes.</i></p> <ul style="list-style-type: none"> <li>• Mr. Chadwick:             <ul style="list-style-type: none"> <li>▲ A slide was shown, that there would of approval of the RFP, at the Special meeting in December, but the Board hasn't seen it yet, so how would they approve it? <i>The RFP is substantially written and will be submitted to the Board for review prior to the December meeting. They wanted to do the blueprint first to get the critical feedback in finalizing the RFP, then submit it electronically to the Board, and hopefully there will be ample time to review it before the December meeting. If the Board feels that it will be appropriate to approve it in December, then that would keep to the timeline. When the RFP is given in advance of the December meeting, the Board would have an opportunity to submit any direction for change(s) of the RFP directly to the consultant and he would make the changes before it is issued, prior to the December meeting.</i></li> </ul> </li> <li>• Mr. White:             <ul style="list-style-type: none"> <li>▲ Asked Mr. Wolfberg to review the data, shown on the Current Solano County EMS System Configuration and Proposed System slide. <i>Due to lack of data, they are unable to answer both questions. They recommend EHR linkage to the hospitals, then outcomes can be measured.</i></li> </ul> </li> <li>• <del>Dr. Djavaherian</del>Mr. White:             <ul style="list-style-type: none"> <li>▲ <del>Asked a</del>Asked about the charts on the Current Solano County EMS System Configuration and the Proposed Solano County EMS System Configuration. Would like to get a concrete understanding of the terms used, for example, evidenced-based, patient outcomes and sustainability. Would like to understand the patient outcomes that are experienced under the current system and the financial sustainability experienced under the current system. And with the proposed system,</li> </ul> </li> </ul>		
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	<p>would like to understand what is expected to be changed in the concept of patient outcomes and what is expected to be changed in the context of financial sustainability? What is the before and after in these items, the current and proposed system? <i>Great questions, but on the current system, it is unknown. For the future system, there would be in place, a process in place to provide the data needed, of both, to the Board. It is unknown if the current contractor is solvent. Currently the Board does not have the ability to know if the current contractor is financially solvent, unless they have asked for millions of dollars for subsidies, which they have not. So, the board currently does not have the ability to monitor whether the contractor is financially solvent, how to look for troubling trends or issues of concern that might presage financial unsustainability or collapse of the contractor, because of the lack of financial reporting. <del>Currently sustainability looks like the contractor has not asked for a subsidy.</del> Beyond that there are no metrics available, other than they are still here and answering calls. Going forward, there are recommendations for financial reporting in the blueprint report and the RFP. They recommend the contractor give the Board prescribed financial information and reporting a couple times a year, then thereafter there would be a baseline to make those determinations. As to patient outcomes, it is the same answer. There is not a lot of good data that links the pre-hospital care with length of stay or ultimate mortality of patients once they are in the hospital course. They recommend the inclusion of an EHR linkage, that would require the contractor to link its pre-hospital data with the patient's electronic health record (EHR). There are different providers of EHR services, so this is a unified patient medical record. If we can get to that, that is the golden standard by which any EMS system would be measured. This is elusive for any EMS system.</i></p> <p>▲ When we look at these two systems, how do we know based on the lack of patient outcome data and financial data that</p>		
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	<p>what you are proposing will be a.) more efficacious for the patient in Solano County and the cities that participate in the JPA and b.) that the system proposed will be as robust financially as it is today? <i>They know it, because right now the system and those two things are intertwined. It costs a lot of money to send an ALS response to every 911 call in 9 minutes. It stands to reason, even without data, it costs less to send BLS ambulances, required to respond in a longer time-period. If you have response time requirements that are based on the acuity of the call and the right level of service deployed, it will result in more appropriate allocation of costs. As to the outcomes, the only way to know the answer to the question, is if we took baseline outcome data now, which we don't have, and compare it to baseline outcome data, after implementation of the system. By incorporating evidenced based practices and incentivizing the contractor to do more than just get there quickly is not enough data. He used a made-up example: The medics, may have gotten to the destination quickly, but the medics didn't do a 12-lead and failed to recognize a STEMI and the patient had a <del>ete</del> cardiac arrest. If the wrong things are incentivized, then we don't know that the focus is on quality. If we look at patient outcome metrics, that are based in data, even though there is not a before and after shot for Solano County, it is known that these practices would be incorporated, and therefore improving patient outcomes for particularly critical incidents, such as, strokes, STEMI, trauma, cardiac arrest. That is where those performance standards are made to adhere to those evidenced-based practices. He wants to give the Board the ability to establish a baseline of those metrics and in 10 years the Board can ask those same questions to the person in his place, and they can offer better answers.</i></p> <ul style="list-style-type: none"> <li>• Dr. Mumma added a comment to the same topic:             <ul style="list-style-type: none"> <li>▲ In the last 2 years, since she has been here, they have started to develop databases and develop a system for collecting</li> </ul> </li> </ul>		
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	<p>baseline data on STEMI, on trauma, and on cardiac arrest. She mentioned earlier that Medic Ambulance had their first complete year of collected data on the CARES Registry. Since she has taken over, they have been making a concerted effort to collect that baseline data and assess patient outcomes. It has been a lot of work for the current EOA provider, because they are still doing their response time calculations to meet the current standards in the contract and they are also being asked to submit all this patient outcome data, for us to review at the quarterly meetings. We should have some baseline data available soon.</p> <ul style="list-style-type: none"> <li>• Dr. Djavaherian:             <ul style="list-style-type: none"> <li>▲ About that baseline data. Are you observing and are there lessons, that you have learned from the baseline data that you can share with us? How are we doing? <i>They received the first, 2017 report, a few weeks ago, for the Medic Ambulance service area. For Solano County – for the cardiac arrest report, they were within a couple percentage points, <a href="#">when you put a competence interval around that, it which when you put a conference center around that it is no different than the national average, on almost all metrics, with the exception, of bystander CPR rate. It was about half of what it is in the national database. One reason is that dispatch assisted-CPR, results in higher rates of bystander CPR and better patient outcome. So that is one area they can focus their efforts. They have also discussed doing more public outreach and public education in CPR, so hopefully if someone happens to be a bystander, they are more comfortable doing that. Mr. Wolfberg also stated that one of the recommendations in the RFP is that the contractor's central secondary PCAT have capabilities for auto-geo-location of AEDs (automated external defibrillators), that may be at private businesses or other places. Anyone who owns an AED, can submit that to this registry and when it is linked with the PCAT, they can automatically notify the office, with the AED, that someone nearby is experiencing a</a></i></li> </ul> </li> </ul>		
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	<p><i>cardiac arrest. It's called Pulse Point and there are other commercial applications that do the same. This is another proposal they have, in their recommendations.</i></p> <ul style="list-style-type: none"> <li>• Mr. Chadwick:             <ul style="list-style-type: none"> <li>▲ Asked Mr. Wolfberg to clarify the Zone C slide. You recommended to add Zone C to the EOA. Please clarify. <i>Yes. Currently Zone C and the city of Vacaville are serviced by the City of Vacaville Fire Department. There are 201 rights that that provider has in the City of Vacaville, but as to the other surrounding area outside the city of Vacaville, historically referred to and bordered as Zone C, in the County's approved EMS Plan, if that zone was included, not the city, but that surrounding zone, was included in the RFP, that would be subject to the contract and it would give the contractor performance standards and give the Board and the Agency staff oversight, which it does not have, because there is no current contract in place for accountability of those services within that zone.</i></li> <li>▲ Asked to confirm would, that would be part of the bid process for a new provider as well? <i>Yes, as recommended. It is up to the Board. And it would also be recommended that there be an experienced component of 300,000, to the bidders. Is that correct? Yes. Mr. Chadwick responded by stating that – It would be essentially taking it away from Vacaville, because they don't serve 300,000. Mr. Wolfberg stated that if they are not, or any entity qualified to submit a bid, is one of the pre-qualifications, they would be excluded from consideration.</i></li> </ul> </li> <li>• Mr. Chadwick's comment: He was disappointed. The presentation seemed like a repeat of the same as what was presented at the July 12 meeting, where there was talk of stakeholders' meetings and all the input, but he did not see that input implemented at all. It seemed as the same as what was presented in July. <i>Mr. Wolfberg responded: He said, it is quite different, and the hope is, once there is a chance to read the report, you will see there are quite a few stakeholder areas of input that were incorporated, for</i></li> </ul>		
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	<p><i>example, Re-Triage Transports, workforce provisions, centralized EMD, priority-based response, tiered-response and virtually all has been recommended by stakeholders. This a policy recommendation, and the Board makes the choices, and some are irreconcilable wishes or desires. Mr. Chadwick was asked to read the report, to see the stakeholders' input.</i></p>		
<p><b>Public Comments</b></p>	<ul style="list-style-type: none"> <li>▪ It was asked – Which entities are going to be disqualified from submitting a proposal, based on the 300,000 and 5-year requirement? <i>Ted responded – Any entity that doesn't have experience serving a population area of 300,000 or doesn't have 5 years' experience, would not be able to bid.</i> Is Vacaville Fire Department interested in bidding, but now disqualified? <i>Mr. Chadwick stated that one of the comments at a stakeholders' group was, to allow it to be opened to lots of different models or it would essentially eliminate all fire departments in Solano County from bidding.</i></li> <li>▪ <a href="#">Tom Mathers</a> <a href="#">Todd Matthews</a>, Local 1866, Representing Benicia, Vallejo, Fairfield, American Canyon, Cordelia and Rio Vista – A couple questions. The EMD Dispatch – What is the success rate they accurately dispatch the appropriate level of service? Maybe they downgrade it to a BLS call, but it is really an ALS need. What is that percentage or accuracy, because it will negatively impact the fire service, and they will have to bump off the paramedics? <i>Mr. Selby responded: They didn't have that data, because they have an all ALS response system in place, since Mr. Selby has been on the Agency.</i> What about other jurisdictions, for example, Santa Clara, Alameda, and San Mateo? What is the accuracy of their dispatch, that they are dispatching the proper ambulance to the scene? <i>Mr. Selby didn't have the answer and will need to find out and get that information.</i> How will overload or call impact be addressed? There are limited fire engines in Benicia, and staff, in Benicia. What is the cost of a BLS and an ALS ambulance, since it was stated that there is a cost savings putting more BLS ones in service, instead of using an ALS for all calls? Currently, if they have 15 ambulances in service and they all are ALS, and they are asked for 10 BLS and 5 ALS, what is the cost savings and the impact? For the Public Private Partnership (PPP), there is a fee to each city, does that fee stay</li> </ul>	<p>Find out what the accuracy of other counties – dispatching the proper ambulance to the scene.</p>	<p>Ted Selby</p>

	<p>with this proposal or will they (Benicia) only get funds, when there is a transport to a hospital? If a BLS shows up, they cover the ALS, does the company still bill for ALS services? This could be like a double-dipping.</p> <p><i>Mr. Wolfberg responded: There is national data on accuracy of emergency medical dispatch protocols. There is a required QA process. In the RFP, it is recommended, that the contractors' dispatch center be ACE accredited, so they would have to track their compliance with the EMD protocols and assure those protocols result in an appropriate dispatch. In regards, to cost comparison of ALS vs. BLS, they don't have access to contractor cost data. There are national employment statistics, through the Department of Labor on salaries of the EMTs vs. the Paramedics. The PPP program would not be limited to payments only when the Paramedic responded with or transported with the ambulance. The ambulance would have to be an ALS ambulance if the call was a Charlie – Delta or Echo level call. They could not send a BLS to those calls. They would be required to have the unit hours savings formula continue as part of the PPP agreement and supplement that with the times when the ambulance has a transport. It may not be that the ambulance used the wrong dispatch level, it may be that they need another set of hands. It's not necessarily a failure of dispatch, it may, be they want 2 ALS providers to take care of the patient during transport. For whatever reason, that would be a supplementary funding mechanism to the existing, <del>one</del> that is based on the unit hours savings. Both <del>of these</del> funding mechanisms will be in their proposal.</i></p> <ul style="list-style-type: none"> <li>▪ Mr. <a href="#">Djavaherian-White</a> had a couple questions:             <ul style="list-style-type: none"> <li>▲ On the franchise fee, there is a proposal of an increase of \$600,000.00. What is the benchmark for that, how that impacts the sustainability of the system and how the amount was derived for that recommendation? <i>Mr. Wolfberg responded: The benchmark is currently \$500,000.00, and the additional \$100,000.00 is based on discussions with staff and their cost of oversight. They have no data other than they treated the staff, as a stakeholder and solicited their input, from the standpoint of making that recommendation. It goes hand in hand with reforming the penalties, making sure there is not an incentive to fund the local EMS Agency, by wanting to put penalties on the contractor, to meet</i></li> </ul> </li> </ul>		
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	<p><i>the operating costs, as the local EMS Agency. Because the fee has not changed, it is a cost of living adjustment for the next contract cycle.</i></p> <p>▲ How many penalties have we assessed over the term of the contract and what is the monetary value of those penalties? Ted responded: He was unable to give the facts, because he hasn't looked for the data for the past 10 years. To the best of his knowledge, since he has been with the EMS Agency, their responses have been above 90% for the duration of the contract and he didn't believe they have assessed any penalties. If they have, it was probably more than 5 years ago and under \$1000.00 for maybe, a rural response time infraction.</p>		
<p><b><u>Board Member Comments:</u></b></p>	<p><a href="#">Birgitta-Ms. Corsello</a> asked that the PowerPoint presentation goes out to all the Board Members, electronically, so they have a copy of it, and that it gets posted on the website. She wanted to make sure the Blueprint Report gets posted, so it is electronically available. With the current agenda, the next meeting isn't until January and there was talk at the last meeting that there may be a need for an additional meeting. With the 13 recommendations that the Board needs to review, there is a need to meet before January, based on the availability of the consultant, the facilities. She asked the Board to weigh in on, the kind of process to use, to make decisions, with regards to the recommendations. She wants to allow for public comment and she suspected there will be a lot of comments on this one, and she wants those collected and distilled, so the Board knows what those comments, if they need to make decisions moving forward with the RFP.</p> <p>▲ <a href="#">Ted-Mr. Selby</a> stated he will make electronic copies of the PowerPoint available to the Board Members and post it on the County Website, along with the Blueprint. He will work with the Consultant, to set up a mechanism to collect comments electronically. In regards, to the date, the Consultant is available between December 10<sup>th</sup> and 21<sup>st</sup>, for an in-person special meeting.</p> <p>▲ <a href="#">Birgitta-Ms. Corsello</a> stated the Board will need <u>to meet for</u> at least a half a day <del>and it was discussed in December. After discussion, t</del>The next Special SEMSC meeting was decided <u>to be held</u> on December</p>	<p>Make electronic copies of the PowerPoint available to the Board Members and post it on the County Website, along with the Blueprint. Will set up a mechanism to collect comments electronically.</p>	<p>Ted Selby</p>

<p>a. Chair</p> <p>b. Directors</p>	<p>13, 2018, to start at 9:30am. The regular meeting on January 10, 2019 will be kept.</p> <p><u>Birgitta-Ms. Corsello</u> encouraged everyone to review the PowerPoint and Blueprint document and provide thoughtful recommendations or suggestions. She expects it will be an animated process. She reminded the Board that it is their responsibility, as joint powers of authority, is to design, an Emergency Medical Response System that is good for the County as a whole. That was the delegated authority the Board of Supervisors gave this JPA.</p> <p>After discussion, the Board agreed on the below expectations for the next meeting in December.</p> <ul style="list-style-type: none"> <li>• If there is a draft RFP available prior to the December meeting, it will be provided to the Board.</li> <li>• Whether the focus is on the RFP or the recommendations, <u>and it will be necessary to</u> walk through the recommendations, because the RFP <u>would may</u> have to be revised, if there are changes, that the group makes. <u>R,</u> recognize that everyone needs to be present in January, because <u>the</u> decisions will need to be addressed.</li> </ul> <p>a. Board Chair Corsello had the following comments:</p> <ul style="list-style-type: none"> <li>▲ As you have noticed, our Health Care Consumer Representative, has not been able to attend the last few meetings and the reasons are unknown. She recommended they proceed with soliciting a new representative. The Board has the ability, to annually make that appointment. Birgitta asked Asniv, how the selection was made.             <ul style="list-style-type: none"> <li>▪ Previously, a sub-committee was selected, consisting of the Chair of this Board and 2 other members. The applications went out, they interviewed and read a recommendation to the full Board, then the full Board confirmed the person recommended. It was asked that an application be put together and the rest of the pieces. At the December meeting, Birgitta will ask for a couple of volunteers to help to review what the Board receives and hopefully, the position will be filled in January or shortly thereafter.</li> </ul> </li> </ul> <p>b. Board Members had no comments.</p>	<p>Put together the application and the rest of the pieces, then send it to the Board.</p>	<p>Azniv Darbinian</p>
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<b><u>Adjournment</u></b>	Meeting adjourned at 11:15 a.m. The next special meeting is scheduled December 13, 2018 at 9:30 a.m.	(none)	
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**Solano Emergency Medical Services Cooperative (SEMSC)**  
**Meeting Minutes**  
**January 10, 2019; 9:00 a.m. – 12:00 p.m.**  
**Suisun City Hall**

**DRAFT**

**BOARD MEMBERS**

- Birgitta Corsello, Chair, SEMSC Board
- Joshua Chadwick, Fire Chief Representative
- Caesar Djavaheerian, Physicians' Forum Representative
- Thea Giboney, Medical Professional Representative
- Lillian Pan, Medical Professional Representative
- Health Care Consumer Representative (Vacant)
- David White, City Manager Representative

**STAFF**

- Bryn Mumma, EMS Medical Director
- Bela Matyas, MD, MPH, Public Health
- Ted Selby, EMS Administrator
- Michael Stacey, HSS Deputy Director, Medical Services
- Azniv Darbinian, Assistant County Counsel
- Hermie Zulueta, EMS Operations Manager
- Keith Erickson, EMS Coordinator
- Colleen Hogan, Health Education Specialist
- Patricia Zuñiga, Administrative Secretary (for Rachelle)

AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<p><b><u>Chair</u></b>  <b><u>Announcements</u></b>            9:00 a.m.</p>	<p>Board Chair Corsello welcomed everyone and asked that to be respectful of the time and other obligations of her fellow Board Members, they will adhere to the agenda and end at noon. If there is not enough time to discuss all the agenda items today, the Board Members will be asked, just before noon, how they want to direct staff, what to do and how they will proceed. Staff was asked to pull additional dates, if a special meeting needs to be scheduled.</p> <p>Ms. Corsello welcomed Board Member Chadwick back to the dais. She thanked him for going through the California Fair Political Practices Commission (FPPC) process and announced that a determination was made that there isn't a conflict of interest, for him to sit on the Board during the RFP process.</p> <p>Chair Corsello announced that Mr. Wolfberg resigned as the Consultant and technical advisor for the RFP. Everyone on the SEMSC Board have other jobs, and in some cases, they are volunteers, in this process. As a result, they have lost some controversy, but have also lost some technical support as well. None of the board members have been through the Request for Proposal (RFP) process before. This is done once, every ten (10) years.</p>		

	<p>There is a fair amount involved and the Board asked for everyone’s patience to make an informed decision. Mr. Wolfberg was tasked with gathering public information, engaging stakeholders, and challenging everyone about what the next 10 years would look like, the opportunities and challenges. He was also challenged with helping the Board through the legal part of the RFP process. That piece is a technical part that the Board needs assistance.</p> <p>There will be a series of presentations on the agenda today, and an opportunity for public comments and questions from the public and the board members. Before roll call, the Chair asked for any comments from the board members and there were none.</p>		
<p><b><u>Call to Order/ Roll Call</u></b></p>	<p>Meeting called to order with a quorum present.</p>	<p>(none)</p>	
<p><b><u>Approval of Agenda</u></b> 9:07 a.m.</p>	<p>Board Member White stated that he contacted EMS staff, to add “Appeal Procedure” to today’s agenda, but it was not added. It was agreed to add this to a future agenda if not taken up today.</p> <p><b>Board Member White moved to approve the agenda. Board Member Pan seconded. AYES: 6; NAYS: 0; ABSENT: 0; ABSTAIN: 0 The Agenda was approved.</b></p>	<p>Add “Appeal Procedure” to a future agenda.</p>	<p>Mr. Selby</p>
<p><b><u>Approval of Minutes October 11, 2018 December 13, 2018</u></b> 9:10</p>	<ul style="list-style-type: none"> <li>• <b>Approval of October 11, 2018 Minutes:</b> Several changes to the minutes were mentioned to Ms. Zuñiga and noted. Approval of a revised draft, of the October 11, 2018 minutes, with corrections, will be continued to the next meeting, scheduled April 11, 2019.</li> <li>• <b>Approval of December 13, 2018 Minutes</b> The minutes were transcribed as a 400- page document. A Board Member suggested that since there is a videotape and a transcription of the meeting, it could be considered as accurate. The Board agreed the transcript of the meeting of December 13, 2018 will serve as a record moving forward. There will not be any action taken.</li> </ul>	<p>Send a revised draft of the 10/11/18 minutes to the Board Members, to be approved at the next meeting.</p>	<p>EMS staff</p>

AGENDA ITEMS	DISCUSSION	ACTION	RESPONSIBLE
<p><b><u>Public Comments</u></b></p>	<p>Ms. Corsello asked if there were any public comments on any items not on the agenda. There were none. However, there were cards submitted to her for public comments for Item 2c and no cards submitted on general comments.</p>		
<p><b><u>I. Reports</u></b>            9:18 a.m.            a. SEMSC Medical Director’s Report             b. EMS Administrator’s Report</p>	<p>a. Dr. Mumma, EMS Medical Director stated:            1. Policy and Protocol Revisions – None to report since last meeting            2. Emergency Medical Technician (EMT) Discipline – No changes since last meeting.            There were no questions to the Medical Director.</p> <p>b. Mr. Selby, EMS Administrator:            He provided general follow up from the December 13, 2018 SEMSC Special Meeting.            1. Ross Elliott, with the California Ambulance Association, was the first public comment speaker at that meeting. As requested, he forwarded data, he presented at that meeting, to the Board, as directed and it is included in the packet. It was sent out in advance.</p> <p>2. System Performance &amp; Updates:            The pre-hospital partners, Medic Ambulance and the Public Private Partnership Fire Departments have continued providing exemplary service to the residents of Solano County.</p> <p><u>Performance response time statistics – 1<sup>st</sup> Quarter FY 2018/2019</u>            • Medic Ambulance – 99%</p> <p>PPP Fire Departments -            • Benicia – 97%            • Dixon – 96%            • Fairfield – 93%            • Vallejo – 92%</p>	<p>(none)</p>	

	<p>3. System Update – Emergency Ambulance Services Request for Proposal (RFP) and the project consultant update.</p> <p>On 12/17/2018 a letter was received by SEMSC staff informing them that Page Wolfberg &amp; Wirth LLC, would be exercising their termination rights to the contractual agreement with SEMSC. A copy of the letter is included in the packet. With this news, SEMSC staff has reached out to several EMS consulting firms. Discussions have occurred with four firms, none of which have engagements in Solano County and all are in good standing. They are The Abaris Group, City Gates &amp; Associates, Fitch &amp; Associates, and Rick Martinez Consulting. Mr. Selby gave a brief background on each firm, and recommended Fitch &amp; Associates to the Board.</p> <p>Ms. Corsello asked that, before making a selection from the those proposed, information about each, such as resumes, should be presented to the Board. She stated that it should be an agenda item. Mr. Selby stated that he could add it as an agenda item for the next meeting.</p> <p>Ms. Corsello asked for comments and questions, from the Board:</p> <ul style="list-style-type: none"><li>▪ Board Member Chadwick thought the previous consultant was presented as the only option. He asked for clarification on how the previous consultant was selected and stated that it would be beneficial to see qualifications of each of the suggested consultants, how the four were selected, and have them make a presentation to the Board.</li><li>▪ Board Member White asked if they had exhausted all advertising opportunities or have reached out broadly to identify any other firms, and whether a very broad and comprehensive outreach of the market place, was done, before locking in on a few firms.</li><li>▪ Mr. Selby stated that the prior consultant firm was not presented as an only option, but as a recommendation, and they were used, since they had worked with them previously.</li></ul>	<p>(none)</p>	
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	<p>In regards, to the outreach efforts, to identify these firms, he solicited feedback, perhaps not as comprehensively. He went to the EMS Administrators Association of California and spoke with several fire related representatives. He probably has not exhausted all the avenues.</p> <ul style="list-style-type: none"><li>▪ Ms. Corsello asked about the next step and a selection process. Mr. Selby said he could put together a Request for Qualifications (RFQ) ready for the next meeting.</li></ul> <p>Ms. Corsello asked for other comments from the Board:</p> <ul style="list-style-type: none"><li>▪ Mr. White stated he would appreciate an RFQ.</li><li>▪ Mr. Chadwick agreed that an RFQ be done.</li><li>▪ Ms. Pan agreed with that approach.</li></ul> <p>Mr. Selby thanked the Board for the direction.</p> <p>Update on the Health Care Consumer Representative</p> <ul style="list-style-type: none"><li>▪ Mr. Selby stated they have not received a high number of candidates for this position. The recruitment will close on 1/18/19. He encouraged everyone to share this opportunity with those who would be a good candidate.</li></ul> <p>Query of the Board for possible dates for SEMSC Special Meetings in February and March.</p> <ul style="list-style-type: none"><li>▪ Mr. Selby reported that several surveys were sent out to the Board members, to decide when a quorum is available for the months of February and March. He asked that members respond as soon as they can. Ms. Pan stated she did not receive a survey. Mr. Selby said he would check with EMS staff to ensure Ms. Pan receives the survey.</li></ul>		
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<p>c. Medic Ambulance Operator's Report</p>	<ul style="list-style-type: none"><li>▪ Mr. Selby stated that staff did receive a request to add "Appeal Process" to today's agenda, but due to items already identified on the agenda were set and there was the limited time, it was not added.</li><li>▪ Ms. Corsello asked Mr. Selby to explain the papers left with the Board members. He explained to the Board members that, it was suggested by the Board to receive notetaking handouts for any PowerPoint presentations at these meetings, so copies of PowerPoint slides, with notes were provided to members. This will be a practice for future meetings as well.</li></ul> <p>Ms. Corsello asked for any other questions to the EMS Administrator and there were none.</p> <p>c. Medic Ambulance Operator's Report given by Mr. James Pierson.</p> <ul style="list-style-type: none"><li>• In 2018 Medic Ambulance ran 33,388, 911 requests for service in the Exclusive Operating Area (EOA) and 3,635 in the ALS transfers, for a total of 37,023 requests for service. There were 165 additional event standbys. They were 99% response compliant.</li><li>• In 2018, Medic Ambulance received 4 excellence awards. Three from the California Ambulance Association and one from the American Ambulance Association, for community outreach. They responded to the Mendocino and Butte County fires, the Paradise-Butte fires. They also responded to an active shooter call in Napa county, in Yountville, and the staffing was pulled from volunteers. It takes a region to support these big events.</li><li>• They added seven (7) new ambulances and added 35 more power loads, in the ALS fleet. They donated eighteen (18) Automatic External Defibrillators (AED) to the Fairfield Unified School District and provided Cardiopulmonary Resuscitation (CPR) and AED trainings. There have been working with the Fairfield Fire Department and NorthBay to acquire nine (9) LUCAS Devices, which are automated CPR mechanical devices that will be placed on 7 fire engines and 2 paramedic response vehicles in the City of Fairfield.</li></ul>		
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	<p>This is a collaborative project with NorthBay and the Fairfield Fire Department.</p> <ul style="list-style-type: none"> <li>• Lastly, Mr. Pierson humbly received the California EMT of the Year Award in 2018.</li> <li>• Helen Pearson of Medic Ambulance added that Mr. Pierson, their Chief Operating Officer (COO) was nominated by his peers for the EMT of the Year Award, and there were other awards he was presented with as well and she is very proud of him receiving this award for the work he does for Medic Ambulance.</li> </ul> <p>Ms. Corsello asked if there were any comments from the Board on Medic Ambulance Operator's Report.</p> <ul style="list-style-type: none"> <li>• Board Chair Corsello and Board Member White congratulated Mr. Pierson</li> </ul>		
<p><b><u>Public Comments</u></b></p>	<p>(None)</p>		
<p><b><u>II. Regular Calendar Items:</u></b></p>	<p>a. Selection of Vice Chair for 2019</p> <ul style="list-style-type: none"> <li>• SEMSC Bylaws, Article 5, Section C.</li> <li>• The Board needs to make nominations.</li> </ul> <p><b>Board Member Chadwick moved to nominate Mr. White. Mr. White accepted the nomination as Vice Chair. Chair Birgitta seconded. AYES: 6; NAYS: 0; ABSENT: 0; ABSTAIN: 0</b></p> <p><b>Mr. White was approved as the SEMSC Vice Chair.</b></p> <p>b. Contra Costa Ambulance Service Alliance Model Presentations  Ms. Corsello asked if copies of presentations were made available to the public. Mr. Selby stated they were not, and presentations would be made available in the future.</p>	<p>Make the PowerPoint available at the meeting and on the SEMSC website</p>	<p>Mr. Selby and EMS Staff</p>

	<p>i. Overview of Model Presentation – Deputy Chief Lewis Broschard</p> <ul style="list-style-type: none"><li>• Deputy Chief Lewis Broschard of the Contra Costa County Fire Protection District (CCCFD) Emergency Medical Services made a presentation to the Board of the Contra Costa Alliance model, the formation of the Alliance, what it is and how it came to be as well as performance numbers versus the traditional model that existed through 2015, as well as fiscal impacts, such as costs of operating the system and revenue. It started in 2013. They hired Fitch and Associates to do two studies. One was the EMS modernization study, looking at county-wide delivery of EMS. At the same time, they were doing a study of the fire district itself. They were separate studies, but somewhat interconnected. What came out of it was discussion of unsustainable duplication of services, and comments from the public, in sending both a fire and ambulance response teams. The PowerPoint Presentation was presented. Because it is a public agency, the books and records are open, so everyone sees the revenue structure, the expense side and revenue side and what’s going on. The revenue in this model was reinvested in several initiatives and improvement to the system. The Fire District responds to 93,500 ambulance responses in 2017, 90% of ambulance responses throughout the county. The rest of those would be San Ramon valley, Moraga and Orinda. They transported 74,111 patients, which accounts for 92% of the ambulance transports county-wide. By putting this system together, they became the 2<sup>nd</sup> largest fire- based ambulance system in California. They have seen performance improvement, enhanced services and increased revenue.</li></ul> <p>Ms. Corsello asked if there were any comments from the Board</p> <ul style="list-style-type: none"><li>• Dr. Djavaherian stated the volume in Contra Costa County is three times versus the volume in Solano County. How much of an impact will that have proportionally? He responded that it will be scalable. You need a medical director, you need x number of ambulances and man hours to serve the county, it is all relative.</li></ul>		
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	<p>You need a feasibility study, so you know what is available to sustain and maintain the revenue and those resources.</p> <ul style="list-style-type: none"><li>• Dr. Djavaheerian asked about the payer mix in Contra Costa County, commercial payer vs. Medicaid and Medicare. The response was he can get the information but didn't have it and he could provide it. He stated that was one of the pieces of information they needed to provide upfront to determine if this model is financially viable.</li><li>• Ms. Giboney asked to clarify if Critical Care Transport (CCT) is part of the scope of the subcontractor. The response was it is not. It is the 911 emergency ambulance system, and advanced life support inter-facility transfer, but not CCT.</li><li>• Mr. Chadwick asked about billing. The response was the medical billing is contracted out. There are designated rates for Medi-Cal and Medi-Care and insurance companies use their own formulas.</li><li>• Mr. Chadwick wanted to confirm that the employees working on the ambulance are not fire department employees, and they are AMR employees. The response was that is correct. Everyone who works on the ambulance works for American Medical Response (AMR)</li><li>• Mr. White asked about staffing resources needed to oversee this contract and make it happen. The response was AMR consisted of the same management staff intact put under the umbrella of CCCPD. The Fire District added one Assistant Fire Chief to oversee and administer EMS. This person is responsible to oversee the ambulance transport system as well as the first responder ALS or Fire Department EMS division. CCCFD's Chief of Administrative Services, basically, the Chief Financial Officer (CFO) is much more involved now with ambulance billing and reimbursement and Ground Emergency Medical Transport (GEMT) documentation. They added more staff to increase efficiencies, such as dispatchers, a flight medic for the helicopter, and other positions within the system.</li></ul>		
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	<ul style="list-style-type: none"><li>• Mr. White asked about the finance staff, if they picked up the ambulance finances. The response was, yes. They worked to get a billing contractor and the billing contractor does all billing.</li><li>• Ms. Corsello asked if the consolidated fire districts are all one. The response was not all are one and there are three city fire departments; CCCFD covers 9 cities, CCC East covers Brentwood and the other covers Moraga.</li><li>• Ms. Corsello asked how many Public Safety Answering Points (PSAP) today and the response was that there are, several PSAPs for Police. San Ramon does Fire and Police Department dispatching.</li><li>• Ms. Corsello asked about the fees. The response was that the fee schedule is a new component. There is no transport fee and the system has allowed ambulance to charge a fee without a transport. It is part of the RFP provision. The fire department charges a response fee, which already existed.</li><li>• Ms. Corsello asked if the fees increased. The response was they did, but they did not have a say.</li><li>• Ms. Corsello asked how, does their model work going forward. The response was the model is a 10-year contract and they are starting into the third year.</li></ul> <p>ii. Background Presentation – Bela Matyas, MD, MPH</p> <ul style="list-style-type: none"><li>• Dr. Matyas gave a brief timeline of the path that Solano County has taken thus far and a proposed future timeline.</li></ul> <p>Ms. Corsello asked if there were any comments from the Board</p> <ul style="list-style-type: none"><li>• Mr. Chadwick asked for clarification of the minimal points of the criteria. He mentioned that the criteria to apply for the contract, requires a minimum of 5 years' experience and none of the fire departments qualify, so he proposed to remove this piece of the criteria.</li><li>• Ms. Corsello stated that unlike CCC, Solano County does not have a consolidated fire department.</li></ul>		
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	<ul style="list-style-type: none"> <li>• Dr. Mumma stated that there should be a thought process to decide who would serve as the overseer for Solano County.</li> </ul>		
<b><u>Public Comments</u></b>	Mr. Pierson of Medic Ambulance advised the Board to review the financial side. Financial transparency in the 2000 agreement doesn't require it. Medic Ambulance has submitted monthly financials on their own. He advised to look at the whole scope, not just financials. Also look at who is in control of finances or providing a quality system.		
<b><u>Comments from the Board</u></b>	<p>There were additional comments from the Board.</p> <ul style="list-style-type: none"> <li>▪ Mr. White mentioned that the Board should consider a feasibility study. He proposed that an opportunity to do a financial analysis would be beneficial to the Board in making a decision on this prolonged contract.</li> <li>▪ Mr. Chadwick mentioned that this process felt rushed. They are missing one board member, and now they have to start at square one, and have lost almost a year. He asked if a request for an extension could be made.</li> <li>▪ Ms. Corsello stated the request for an extension was already made and denied. Ms. Corsello clarified that in the Contra Costa model, there were parallel efforts made, where the fire agency paid for a feasibility study, separately from what EMS was doing, and both happened to align. The Board Chair further clarified that the SEMSC Board seems to be asking for a fire feasibility study, and is unsure how this will be funded as the EMS Agency does not have these kinds of dollars. The question as asked if the fire agencies are willing to pay for such a study.</li> </ul>		
<b><u>Public Comments</u></b>	Kurt Henke, representing California Fire Chiefs shared his story about how their request for an extension was denied and how they fought it, by making the request through the Governor's Office.		
<b><u>Public Comments</u></b>	<p>For item II c., Ms. Corsello provided Public Comments first.</p> <ul style="list-style-type: none"> <li>• Chris Concepcion, Vacaville Fire Chief – He gave thanks to the Board and requested an extension, now that the consultant has resigned. He felt this is too big of a decision, for the EMS staff and the Board and they need more time.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Jeff Armstrong, Rio Vista Fire Chief – He complimented the Board for their efforts and stated this is an important issue. He stated that he offered support to a request for an extension should be made and letters sent to Governor Brown.</li> <li>• Todd Matthews, President of the Local – He supported that the Board requests an extension, on the grounds, that the consultant resigned.</li> <li>• Steve McGraw, VP of the Local – His comments reiterated what the others stated, that the Board ask for an extension.</li> <li>• Kurt Henke, California Fire Chief Association and Fire Chief requested an extension be made by the Board. He stated there are trust issues that need to be worked out. He suggested that the stakeholders and the Board together request an extension and include management, labor, etc. He complimented Ms. Corsello for her efforts.</li> <li>• James Pierson, Medic Ambulance stated that this was the first time they have seen a secondary Zone on a map. There are some areas on that map that they service as an EOA. He reviewed some RFPs currently posted by cities in Solano County for an Information Technology (IT) related project, where “extensive experience” is required. One posting requires four (4) years of experience. There are a lot of questions as to why experience would not be considered and ambulance financials would.</li> </ul>		
<p><b><u>Comments from the Board</u></b></p>	<p>Ms. Corsello asked the Board Members what they wanted to do.</p> <ul style="list-style-type: none"> <li>• Ms. Pan asked what happens if the request for the extension of the Master Services Agreement (MSA) gets denied.</li> <li>• Ms. Corsello asked the Board Members if they wanted to ask for an extension, which will mean a new RFP process. These items were identified at the last meeting.</li> <li>• Mr. White stated that no city manager was in favor of the RFP, so the Board needs to decide the path we are on. He suggested that it is not a good idea to discuss items C.i. through C. viii.</li> <li>• Ms. Corsello instructed staff to submit a request for an extension. Also she asked that an EMS budget be presented at the next meeting.</li> <li>• Mr. Chadwick asked if the Board could get an update on the contract and Mr. White suggested not to go further on the contract.</li> </ul>	<p>Prepare the paper work to submit an extension.</p>	<p>Mr. Selby and EMS Staff</p>

	<ul style="list-style-type: none"> <li>Mr. Chadwick agreed with Mr. White about the zone maps. Staff was requested to make better maps of Ambulance Zones</li> <li>Dr. Mumma stated that Zone D seems to be a more accurate description. They can revisit the degree of detail at the next meeting.</li> <li>Ms. Corsello asked that the staff show existing operations of the unincorporated areas.</li> </ul> <p><b>Board Member White moved to request for an extension. Board Member Chadwick seconded. AYES: 6; NAYS: 0; ABSENT: 0; ABSTAIN: 0; The motion was approved.</b></p>	Provide better maps of Zones C & D.	Mr. Selby and EMS Staff
<b><u>Public Comments</u></b>	<ul style="list-style-type: none"> <li>None.</li> </ul>		
<b><u>Board Member Comments:</u></b>	<ul style="list-style-type: none"> <li>a. Chair</li> <li>b. Directors <ul style="list-style-type: none"> <li>Board Chair Corsello asked that the EMS Staff make a formal request for an extension, and bring an RFQ to the Board, so a vendor can begin to take over the RFP process.</li> <li>Ms. Corsello asked how much time is needed to complete these items and Dr. Matyas stated they can do it. <ul style="list-style-type: none"> <li>Ms. Corsello asked staff to develop a list of consultants and an RFQ and present it to the Board at the April meeting.</li> <li>The Board decided to meet in April.</li> <li>Mr. Selby stated that the Ad Hoc Committee plans to select a replacement Health Care Consumer Representative (HCCR), by the April meeting.</li> </ul> </li> </ul> </li> </ul>	Introduce the new HCCR at April meeting	Mr. Selby and EMS Staff
<b><u>Adjournment</u></b>	Meeting adjourned to the next regularly scheduled Board Meeting on April 11, 2019 at 9:00 a.m.	(none)	

**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**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: 4/11/2019**

#### **I. REPORTS**

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

- General Update
  - General follow-up from Regular January Meeting of the SEMSC Board. As directed, a letter requesting a two-year extension of the current Master Services Agreement for Emergency Ambulance Services was sent to the California Emergency Medical Services Authority, see attached.
  - Correspondence was received from Exclusive Operating Area Ambulance Provider regarding a personnel change in executive management, see attached.
- System Performance
  - Response time Percentages (EOA Provider)
  - Response time Percentages (PPP Providers)
- System Updates
  - National EMS Week is May 19 - 25, 2019.
  - Annual Summit & Banquet taking place: May 21, 2019
  - EMS Week Public Outreach CPR & Stop the Bleed Training: May 22, 2019

# 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 Djavaheerian, MD  
Emergency Department  
NorthBay Medical Center  
Physicians' Forum Rep.

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

Lillian Pan, DO  
Emergency Department  
Sutter Solano Med. Center  
Medical Professional Rep.

VACANT  
Health Care Consumer Rep.

David White, City Manager  
City of Fairfield  
City Manager Representative

## EMS Agency Staff

Bela Matyas, MD, MPH  
Public  
Bryn E. Mumma, MD, MAS  
EMS Agency  
Medical Director

Ted Selby  
Agency Administrator

## Counsel

Azniv Darbinian  
Assistant County Counsel

California Emergency Medical Services Authority  
Attention: Mr. Tom McGinnis  
10901 Gold Center Drive, Suite 400  
Rancho Cordova, CA 95670

February 20, 2019

This letter has been prepared to request authorization to extend the Master Services Agreement (MSA) for Advanced Life Support (ALS) ambulance services provided in Solano County's existing Exclusive Operating Area (EOA) for a period of two years. This request is submitted at the direction of the Solano Emergency Medical Services Cooperative (SEMSC) Board of Directors.

On December 14, 2018, a termination letter was received from Page, Wolfberg, and Wirth, the firm engaged in early 2018, to manage the ALS EOA Request for Proposals (RFP) project on behalf of the SEMSC. This unforeseen correspondence came shortly after a day-long SEMSC board of directors' meeting wherein public comment was received for several hours indicting the process employed as associated with stakeholder engagement. During this meeting it became very clear that the consultant through internal communications, discovered through a public record act request, compromised the trust of stakeholders and other parties associated with the project, putting into question his credibility locally; and subsequently the firm resigned. It is important to emphasize this firm was retained well in advance of the May 2020 expiration of the existing MSA to ensure the process could be completed within the ten-year maximum periodic interval timeframe established by EMSA.

In light of these developments, several time consuming processes must now take place: 1) A Request for Qualifications (RFQ) will be prepared to select a new consulting firm to oversee the procurement of a vendor to provide emergency ambulance services to the existing EOA in Solano County. 2) The selected consulting firm will start anew the process of developing a RFP process to identify and appoint a vendor to provide emergency ambulance services in the aforementioned EOA. 3) The selected firm will also facilitate the selection process of the emergency ambulance provider.

In an effort to ensure legitimate processes take place moving forward, the SEMSC Board of Directors and Agency staff respectfully request the California EMS Authority grant permission to extend the existing MSA for two-years.

Thank you for your consideration,



Ted Selby, Administrator  
Solano Emergency Medical Services Cooperative



**PARAMEDIC SERVICE • 9-1-1 • EMERGENCY TRANSPORT • NON-EMERGENCY TRANSPORT • BARIATRIC TRANSPORT • SPECIAL EVENTS • CCT  
OFFICE OF THE PRESIDENT**

March 14, 2019

Ted Selby, EMS Administrator  
Solano EMS Cooperative  
355 Tuolumne St  
Vallejo, CA 94590

RE: Medic Ambulance Change in Ownership

Dear Ted,

This letter is to inform SEMSC a change in ownership of greater than 50% will be occurring with Medic Ambulance. Effective March 15, 2019, Rudy Manfredi, President and CEO will be retiring and selling his shares and Helen Pierson will become the majority owner, and CEO of Medic Ambulance. I will now serve as the President along with my current role as COO. Rudy will serve the organization in a consultant role. This change in ownership is in full compliance with Section 26.21.1 of the SEMSC – Medic Master Agreement:

*26.21 Changes in Ownership*

*26.21.1 SEMSC, in entering this Agreement, has placed a special value, faith and confidence in Medic's expertise. Such value, faith and confidence constitute substantial consideration and SEMSC relies upon such consideration as a material inducement to enter into this Agreement. Accordingly, the SEMSC Board reserves the right to terminate this Agreement upon one hundred twenty (120) days written notice to Medic if the SEMSC Board reasonably objects to any change in ownership of Medic or transfer of Medic stock in an amount equal to or greater than fifty percent (50%) of such ownership to any persons or entities other than the current shareholders of Medic and their family members. The SEMSC Board, however shall not unreasonably withhold approval of a transfer in ownership if the proposed majority owners can demonstrate substantially equivalent financial strength and experience as Medic.*

We have always valued the special faith and confidence SEMSC placed in Medic's expertise. This transition of family leadership has been a several year process and with much detail and thought to ensure a smooth transition. Rudy Manfredi is a pioneer for the advancement of EMS in Solano County and Medic would not be where we are today if it wasn't for his relentless pursuit of excellence. Rudy will always and forever be a part of Medic and an asset to our organization. As we approach our 40<sup>th</sup> Anniversary on June 1<sup>st</sup> of this year, we are thrilled to continue the family succession while ensuring we continue to provide high quality EMS services to the residents and visitors of Solano County. Please feel free to call or email should you have any questions.

Sincerely,

James Pierson,  
President / COO

**BUSINESS: (707) 644-1761 • FAX: (707) 644-1784 WEBSITE: [medicambulance.net](http://medicambulance.net) ADDRESS: 506 Couch Street, Vallejo, CA 94590**

**\* QUALITY CARE \* CUSTOMER SERVICE \* FAMILY VALUES \***

**SAVE THE DATE**

**MAY 21, 2019**

**Shots Fired!**

**MANAGING THE MAYHEM**

Keynote Speakers Include: Kevin Menes, ER Physician, responsible for saving many lives following the Las Vegas Route 91 Harvest Festival shooting as well as EMS Responders from Orlando's Pulse Nightclub active shooter response efforts

**SOLANO EMERGENCY  
MEDICAL & HEALTH SUMMIT**

SUNRISE BANQUET HALL AND EVENT CENTER , 620 ORANGE DRIVE, VACAVILLE, CA 95688



# **CPR ANYWHERE**

*and*

# **STOP THE BLEED**

## **MAY 22, 2019**

## **10 AM - 4 PM**

**Solano Town Center  
1350 Travis Boulevard  
Fairfield, CA 94533**



**Solano**  
TOWN CENTER



**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**I. REPORTS**

**c. Medic Ambulance Operator Report (verbal update, no action)**

**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**II. REGULAR CALENDAR**

**a. Receive Ad-Hoc Committee Recommendation and Consider Appointment of Healthcare Consumer Representative**

**BACKGROUND:**

Paragraph IX-B of the Joint Powers Agreement provides: The Board shall be constituted as follows: The Solano County CAO, one City Manager selected by the Solano County City Managers; one fire chief selected by the Solano-Napa Counties Fire Chiefs organization; two medical professionals (physician, registered nurse, paramedic, hospital administrator, etc.) selected by the hospital with emergency rooms (e.g. North Bay, Sutter Solano and Kaiser); an emergency room physician selected by the Physicians Forum; ***one healthcare consumer selected by the other six members of the board***. Each member of the Board shall serve at the pleasure of the organization that selected the Board member. The Board will comply with the Keene-Maddy Act procedures when appointing the health care consumer.

On December 13, 2018, this Board adopted a Recruitment and Appointment Process for the vacant Healthcare Consumer Representative. An Ad-hoc Interview Committee was formed, and interviews were conducted on March 14, 2019.

Four well qualified applicants were interviewed. After interviews, the Ad-hoc committee unanimously agreed to recommend John Jansen to the full Board. Reference checks were performed and validated the Ad-hoc Interview Committee's selection.

**LEGAL REVIEW SUFFICIENCY:** This item has been reviewed as to form by County Counsel.

**BOARD ACTION:**

Motion:

By: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

AYES:

NAYS:

ABSENT

ABSTAIN

# SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

## Applicant Information

Full Name: Jansen John MI. Date: 1/17/19  
*Last First M.I.*

Address: [REDACTED] Apt/Unit #  
*Street Address Apartment/Unit #*

Vacaville CA 95687  
*City State ZIP Code*

Phone: [REDACTED] Email: [REDACTED]

Education Level: BS in Occupational Studies – Cal State Long Beach

Please type below your qualification as indicated on the job description.

Thank you for the opportunity of applying for this position. I look forward to the process and to the potential of continuing my public service in the area of Emergency Medical Services.

### Work History:

I began my EMS resume as a volunteer in the emergency room where my mother worked. I was a volunteer at Delta Memorial Hospital in Antioch. In high school I took both my pre-requisite for EMT and the EMT course at Loa Medanos College in Pittsburg.

I started my first job at East Contra Costa Ambulance in August on 1981 after graduation high school. In those days there were no paramedics on that side of Contra Costa County and the EMT's ran all calls allowing for excellent experience. I worked for the company for a few years including when they began the paramedic level of service on that end of the county.

I attended the Stanford Paramedic Program (part time program) while working full time and graduated in 1984. I was hired by Regional Ambulance and worked again in the East Contra Costa area. I applied for and was hired at the Vacaville Fire Department and began my career with them in 1985. While working for the fire department I continued to work part time for a local ambulance company (Solano), movie set medic, and at Marine World.

I worked for the city of Vacaville for almost 30 years before retiring in 2015. I was hired as a firefighter/paramedic, promoted to engineer/Paramedic, promoted to Captain, promoted to Battalion Chief, and retired as the Deputy Chief of the Department.

During my career with the Department I was always heavily involved in EMS. I was the sole person responsible for retrospective review of cases for a few years. We then developed the position of Quality Improvement Leader which is a peer review, education, and counseling position. I was active with the Solano County PCC/CQI for many years as well. As the Battalion Chief and the Deputy Chief I was the EMS Operations Chief, responsible for all aspects of oversight for our EMS Program. I was also responsible for in house training of city employees for first aid and CPR. I was the lead for developing and implementing the Public Access AED Program, which is responsible for multiple field saves.

### Formal Education:

Solano EMS Cooperative  
355 Tuolumne St., MS 20-240, Suite 2400 Vallejo, CA 94590 / PH: 707-784-8155 / Web Site: [www.solanocounty.com](http://www.solanocounty.com)

## **SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE**

I obtained my AS degree at Solano College in Fire Service and then obtained my BS Degree from Long Beach State in Occupational Studies (Emergency Management). I have attended the National Fire Academy in Emmitsburg Maryland numerous times, completing the EMS track that is offered on campus. I have attended many EMS conference throughout the United States in attempt to stay current with trends in EMS and to explore the future.

### **Additional Information:**

I started a business in the late 1980's training companies in first aid and CPR. That ompany has expanded to providing numerous services to our clients throughout Northern California. We provide first aid/CPR/AED, Pediatric First Aid/CPR/AED, fire safety training, first aid supplies and kit inspections, AED sales & services, Emergency Response Team Training & drills, safety supplies and inspections. I spend most of my time with the business overseeing the operations.

I began teaching at Solano College about 7 years ago providing instruction in the Emergency Medical Responder Program. I also teach the EMT refresher Program and the skills/lecture for the current EMT programs. I am also an instructor in the Fire Academy. I enjoy instructing at the college level and this also challenges me to stay current with best practices and new directions in EMS.

I have also been an active volunteer in my community and the State. I was an active parent in the school system volunteering in my kids classrooms, now it is my grand kids schools and classrooms. I am the Medical Group Supervisor of the American Diabetes Association Tour De Cure bike event in Napa Valley. I manage 7-8 first aid stations and many volunteers at these stations. I have been active with them for almost 10 years.

I was an elected Board of Director for the California State Firefighters Association. I am a School Board Trustee for the Vacaville Unified School District for the past three years and have been just reelected for anther 4 years. These experience allow me knowledge of how these boards work.

I would just like to close with knowing that EMS has been my life since middle school when I figured out what I wanted to do with my life. I am still doing it and enjoy every minute. I am not stuck in the past, and in fact, excited about the future of the changing EMS environment. I hope you will consider my application for continuing in the process.

Thank you

# SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

Please list three professional references.

Full Name:	Neil Markus	Relationship:	Friend
Company:	Kaiser – ER Doc	Phone:	[REDACTED]
Address:	[REDACTED]		
Full Name:	Ron Rowlett	Relationship:	Friend
Company:	City of Vacaville Mayor	Phone:	[REDACTED]
Address:	[REDACTED]		
Full Name:	Sherie Mahlberg	Relationship:	Friend
Company:	School Board Trustee President – Family counselor	Phone:	[REDACTED]
Address:	[REDACTED]		

Please attach a resume or CV as part of your application packet.

John Jansen

747 Arabian Circle

Vacaville, CA 95687

707-244-4430

jjansen@vacavillefire.com

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### **Work Experience:**

- City of Vacaville Fire Department Firefighter/Paramedic 03/85-12/88
- City of Vacaville Fire Department Engineer/Paramedic 12/88-11/91
- City of Vacaville Fire Department Captain 11/91-10/2001
- City of Vacaville Fire Department Battalion Chief 10/2001-12/2012
- City of Vacaville Fire Department Deputy Chief 12/2012-08/2014
- Medical Training Services - Owner - Safety Training Business 01/87-present
- Solano Community College - Adjunct Instructor 01/13-present

### **Formal Education:**

A/S Degree in Fire Science - Solano Community College - 1990

B/S Degree In Occupational Studies - California State Long Beach - 2010

### **Professional Education:**

Fire Officer Certified

Chief Officer Certified

Train the Trainer Unified Response to Violent Incidents

National Fire Academy Management of EMS

National Fire Academy Topics in EMS

National Fire Academy Quality Assurance

National Fire Academy & Control of Wildland/Urban Fire Operations

Swift Water Rescue 1 & 2

Hazardous Material Incident Commander

University of California Davis Supervisor Course

Firefighter Bill of Rights

Numerous other Courses, Seminars, and Conferences

S-339 Division Group Supervisor, ICS 401 - Safety Officer, ICS 200,300, and 400

S-330 Strike Team Leader, S-347 Demobilization Unit Leader

S-348 Resource Unit Leader

S-190, 290, and 390

**Professional Activities and Responsibilities:**

Assistant Mutual Aid Area Coordinator for Solano County  
Solano County Incident Management Support Team Member - Numerous positions on greater alarm incidents in the county including - IC, OPS, Safety, Division/Group, & Staging  
EMS Operations Chief/Quality Assurance - transporting ambulance system  
Created the Swift Water Rescue Team for Vacaville Fire Department  
Co-created the Vacaville CERT Program  
Facilitated the county wide training of responding to violent incidents with all fire departments and police departments in the county  
Facilitated county wide response drills  
California State Firefighters Association Northern Director  
FIRESCOPE Representative  
Vacaville Fire Managers Association President  
Vacaville Firefighters Association President and Labor Team member

**Community Activities:**

- Committee Member for School District Bond Measure A - 2014
- Citizen Oversight Committee for School District Measure V Bond
- Elected to School Site Councils for Elementary and Jr High Schools
- Medical Group Supervisor for American Diabetes Association Tour De Cure Fundraiser (5 years)
- Volunteer Medical Staff for Will C Wood Football - 6 years
- Developed, implemented, and raised funds for AED Program in Vacaville Schools

**Personal Interests:**

Traveling, hiking, and boating

**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**II. REGULAR CALENDAR**

**b. Receive Presentation on Emergency Medical Dispatch and Pre-Arrival Instructions associated with Emergency Ambulance Services**

**BACKGROUND:**

During the special December 2018 meeting of this Board, Mr. Brian Dale, Associate Director of Medical Quality Control for the International Academy of Emergency Dispatch provided a brief description of what Emergency Medical Dispatch (EMD) is and how Pre-Arrival Instructions (PAI) benefit the populations served in areas using these systems.

Staff was asked by the Board to arrange to bring this presenter back during the April 2019 Meeting of this Board to provide a more detailed overview of how EMD and PAI would benefit Solano County.

# SET IN MOTION THE RIGHT PROCESS, EVERY TIME

Prepared for:

Solano County EMS Council Meeting

April 11, 2019

# AGENDA

- 1 Introduction to the Priority Dispatch System
- 2 ProQA Software Demonstration – If Requested
- 3 Overview of Onboarding Experience
- 4 Discussion | Q&A

1

# THE PRIORITY DISPATCH SYSTEM

Why this solution works all over the world – Every Day  
Over 80 million times a year



# THE HEAVY

# DEMANDS

# OF DUTY



144NOTRUF  
NIEDERÖSTERREICH

Ing. C.C. Chwojka

ational Acad

# WE'RE BUILT ON A SIMPLE IDEA

We believe that people in need of emergency aid deserve the safest, fastest and most effective treatment and response possible.

Everything we do supports these ideas.

# WE'RE ONE TEAM



## Technology, Tools, and Training for emergency communication centers

Priority Dispatch supports emergency communication centers with the software and services required to meet the needs of all types of dispatch environments.



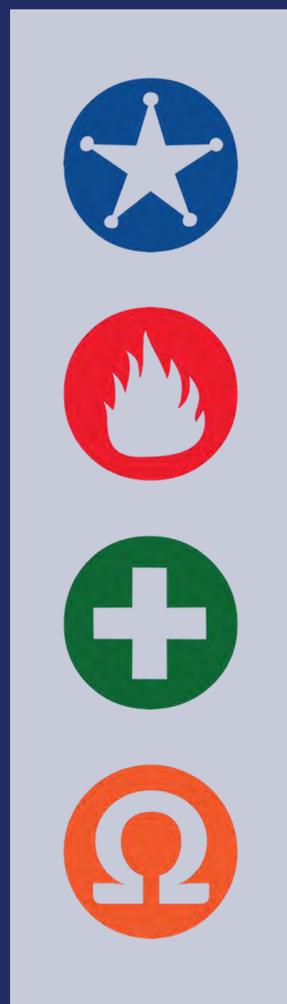
## Protocols, Standards, and Education for the emergency dispatch community

IAED is the non-profit, standard-setting body that supports the worldwide emergency dispatch community. It is the authority on the what, why, and how of emergency dispatching.

# THE ONLY TOTAL SOLUTION



# WE WORK GLOBALLY



# THE PRIORITY DISPATCH SYSTEM

The Priority Dispatch System (PDS) is a comprehensive emergency call-taking solution built on the global standard set by the IAED.



**MPDS**



**PPDS**



**FPDS**



**ECNS**

- ★ The Priority Dispatch System features a robust quality management program and continuous improvement process.
- ★ The Priority Dispatch System is the most tested, up-to-date, and culturally-adapted protocol for emergency dispatch, by far.

# THE PDS GIVES YOU...



## CONFIDENCE

Proven & validated

Exceeds standards

## FLEXIBILITY

Large & small

Local control

## SAFETY

Prioritized response

Science-based

## EFFICIENCY

Streamlined

Less typing

## INNOVATION

Practical tools

Smart logic

## ACCURACY

Consistent info

Measurable



**THE ProQA ADVANTAGE:**

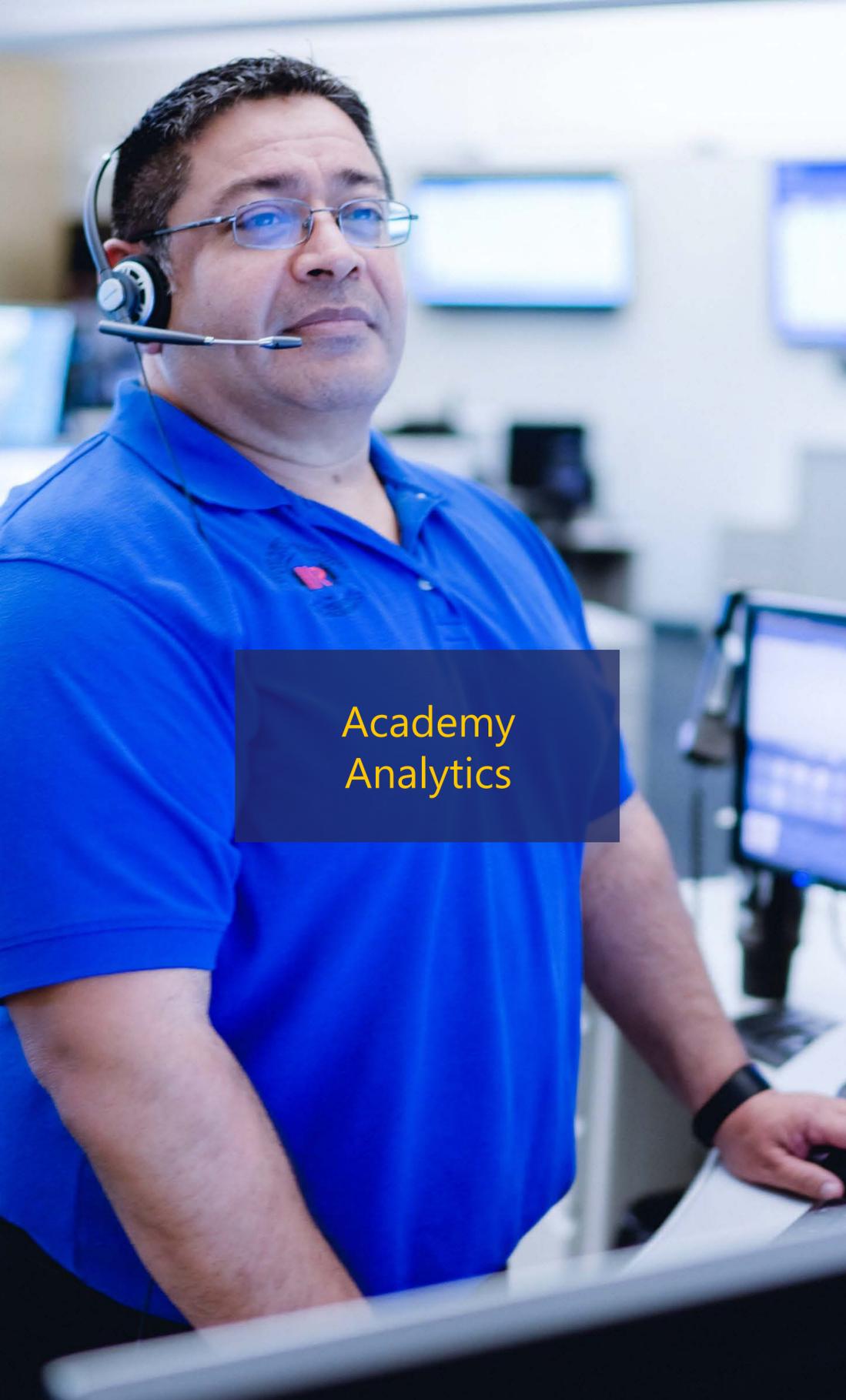
- The power of time-tested protocols**
- + Aided and enhanced by technology**
- + The big advantage of data & analytics**



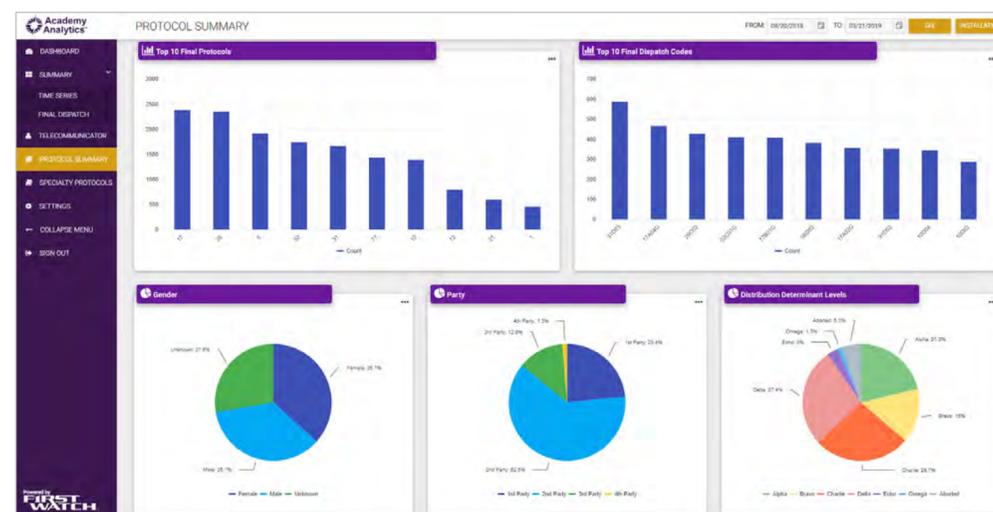
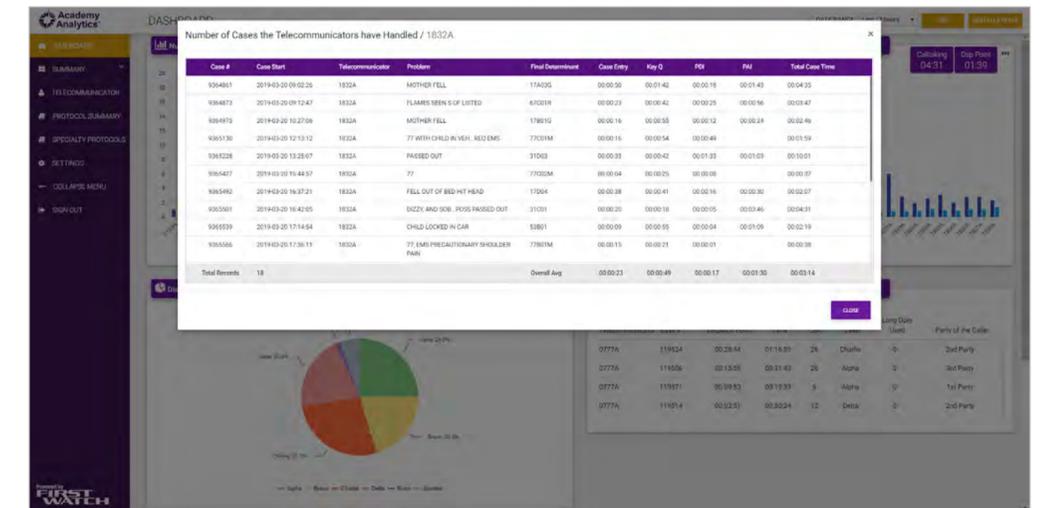
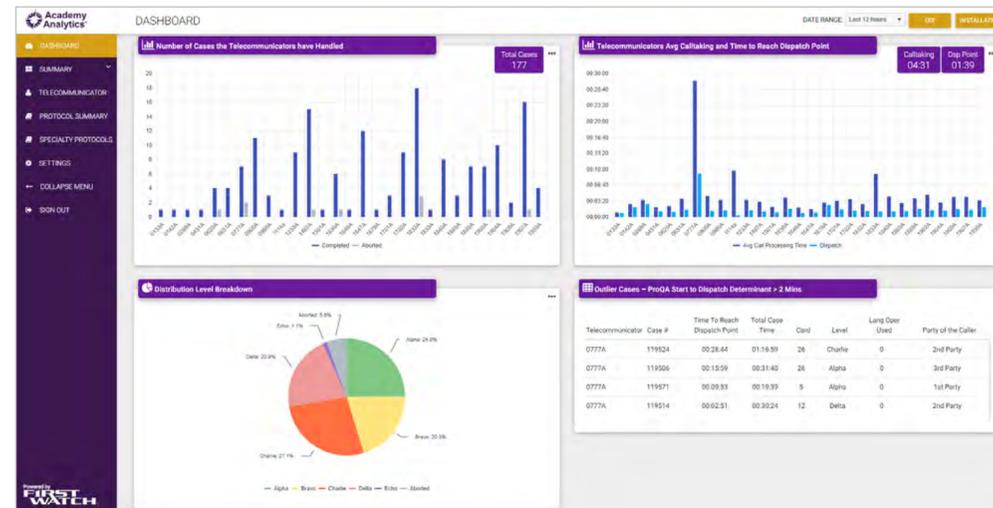


#### POWERFUL AQUA ASCENT

- Comprehensive case review**
- ✘ Seamless integration with ProQA**
- ✘ Quality Assurance & Quality Improvement**
- ✘ System compliance reports**



Academy Analytics





**Let's take the next step.**

# 3

## OVERVIEW OF ONBOARDING EXPERIENCE

**A step-by-step process—proven over thousands of implementations—to help you prepare for a comprehensive, effective, and efficient implementation of the Priority Dispatch System.**



# THE ONBOARDING EXPERIENCE

## PHASE 1: **PRE-LIVE**

1. Site Evaluation & Plan 
2. Stakeholder Orientation 
3. Kickoff Activities 
4. Administrative Prep 
5. Training & Certification 
6. Installation & Configuration 

## PHASE 2: **GO-LIVE**

1. Go-live Support 
2. Instant QA 
3. Outreach & Communications 

## PHASE 3: **POST-LIVE**

1. Follow-up Checkpoints 
2. QA/QI & Performance Rev. 
3. Cont. Dispatcher Education 
4. Ongoing Support/Feedback 
5. Agency Accreditation 



# ESSENTIAL COMMITTEES

- DISPATCH**
  - Comm Center Director/Manager
  - DRC Chair
  - Senior QAU
- LAW ENFORCEMENT**
  - Law Enforcement Chief
  - Field Operations
- EMS**
  - Medical Director
  - EMS Chief
  - Field Operations
- FIRE**
  - Fire Services Chief
  - Field Operations

## DRC

### Dispatch Steering Committee

Operating management group comprised of stakeholders from agency systems.

#### Roles & Responsibilities

- Implementation working group
- Formal compliance review of PDS
- Monitors QAU process and data
- Submits policy/procedures, CDE, PFCs to DSC

## DSC

### Dispatch Steering Committee

Leads on resource allocation, budgeting, hiring, policies, and other admin functions.

#### Roles & Responsibilities

- Oversee implementation project
- Ensure agency objectives are met
- Approve policies & procedures from DRC
- Improve response systems w/input from SDG
- Review all projects, ACE, QI data, PFCs, etc.

## QAU

### Quality Assurance Unit

IAED-certified QI specialists who conduct random audits/evaluations to ensure compliance to protocol.

#### Roles & Responsibilities

- Objectively & consistently measure performance
- ID trends, successes, needs using system data
- Report findings to DRC and DSC

## STEP 3: OUTREACH & COMMUNICATIONS

 Community Outreach  
Media & Public Awareness

- ✓ • Press release(s)
- Social media activities
- Public Service Announcements
- Public Education





## STEP 3: CONTINUING DISPATCHER EDUCATION

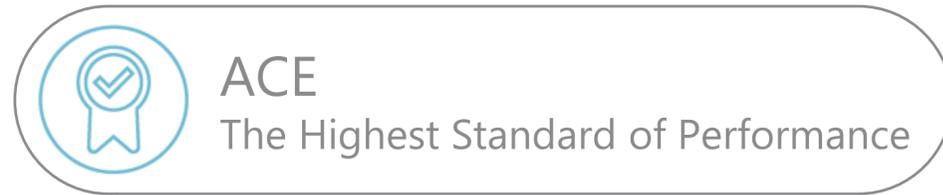
 **Online College**  
The College of Emergency Dispatch

- Self-paced courses
- Fulfillment of recertification requirements
- Education on protocol updates
- Supervisor Portal

 **Ongoing Software Training**  
Onsite or Remote

- Based on annual maintenance package, agencies can use onsite hours for refresher training, software training, or consulting services
- Great for continuous training and new hires
- Refresher training, tailored to your unique agency needs

## STEP 5: AGENCY ACCREDITATION



- 20 Points of Accreditation as established by the International Academies of Emergency Dispatch (IAED), to become Accredited Center of Excellence (ACE)
- This implementation process is intentionally designed to accomplish many of the requirements, and set on path to achieve ACE status
- High protocol compliance = better patient care

**ACE** | ACCREDITED CENTER OF EXCELLENCE





**Next Steps?**

Questions?



# Thank you

**Brian Dale**

Associate Director of Medical and Quality Control | IAED

Brian.Dale@EmergencyDispatch.Org

801.746.5689



**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**II. REGULAR CALENDAR**

**c. Discuss and Consider Approval of Annual SEMSC Budget/Revenue Allocation Plan for FY 2019/2020 and Adoption of Resolution 19-001**

**BACKGROUND:**

The SEMSC was established as a Joint Powers Authority in February 1996. In accordance with Article VIII of the Joint Powers Authority Bylaws, adopted on June 26, 2002, staff is presenting for Board approval and adoption the Annual SEMSC Budget/Revenue Allocation Plan for FY 2019/2020, in the amount \$3,016,643, along with Resolution Number 19-001 (Exhibit II-B). The Budget/Revenue Allocation Plan provides appropriate staffing and supplies for the work of SEMSC to be carried-out during the coming fiscal year and allocates sufficient funds for expenses related to SEMSC operations.

Changes in Salaries & Benefits, Services & Supplies, and Fines & Forfeitures were made to the Revenue Allocation Plan for FY 2019/2020. Most noticeably, the Public Private Partnership pass-through payment allocation increased by approximately \$230,000. This is greater than half of the total budget increase. These funds are passed through SEMSC from the Exclusive Operating Area provider (Medic Ambulance) to participating Public/Private Partnership Participants (Cities of Benicia, Dixon, Fairfield, and Vallejo).

The additional increase in the projected expenses are a result of hiring an EMS Coordinator, which was vacant for an extended period as it was hard-to-fill. Additionally, there were unanticipated expenses associated with the Emergency Ambulance Services, Exclusive Operating Area project. Revenue is also projected to increase based upon increases in fees, fines, assessments, grant proceeds, and pass-through revenue.

**LEGAL REVIEW SUFFICIENCY:** This item has been reviewed as to form by County Counsel.

**BOARD ACTION:**

Motion:

By: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

AYES:

NAYS:

ABSENT

ABSTAIN

**RESOLUTION NO. 19-001**

**RESOLUTION OF THE SOLANO COUNTY  
EMERGENCY MEDICAL SERVICES COOPERATIVE  
SUBMISSION OF ANNUAL BUDGET AND REVENUE ALLOCATION PLAN**

**WHEREAS**, the Solano Emergency Medical Services Cooperative (SEMSC) was established under the authority of Government Code §6500, and through a Joint Powers Agreement initially executed in February 1996 and is recognized as the Emergency Medical Services Agency under Health and Safety Code §1797.50, and is named as such for Solano County by Solano County Board of Supervisors Ordinance No. 1527; and

**WHEREAS**, the SEMSC in its role as the Emergency Medical Services Agency has the primary responsibility for the administration and implementation of an emergency medical services system in Solano County; and

**WHEREAS**, the SEMSC has entered into a Memorandum of Understanding (MOU) with the Solano County Health and Social Services (H&SS) Department to establish the scope of services between SEMSC and H&SS relative to Emergency Medical Services (EMS) in Solano County; and

**WHEREAS**, pursuant to the SEMSC Bylaws, this budget presentation includes personnel, overhead, and direct expenses; prepared and attached is the Fiscal Year (FY) 2019/2020 budget of \$3,016,643.00 in expenditures (i.e. salaries, benefits, services and supplies, and transfers outside and within the H&SS fund) and \$3,016,643.00 in revenue (i.e. licenses, permits, franchise fees, fines, forfeitures, penalties, assessments, pass through revenue, and revenue from use of money/property) for adoption by the SEMSC; and

**WHEREAS**, the SEMSC Board of Directors has determined that the annual budget should be presented to the SEMSC Board for review and acceptance in advance of the end of the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** that the SEMSC Board adopts the attached Annual SEMSC Budget/Revenue Allocation Plan for the FY 2019/2020.

Passed and adopted by the Board of Directors of the Solano County Emergency Medical Services Cooperative on April 11, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Birgitta Corsello  
Chair of the SEMSC Board

Attest:

---

Rachelle Canones  
Clerk of the SEMSC Board

## Recommended Budget & Revenue Allocation Plan for FY 2019/20

Salaries & Benefits <i>Includes net wages, employer-paid payroll            And benefit expenses for 7.35 FTEs</i>	992,743
Services & Supplies <i>\$1,700,000 in Public/Private Partnership (PPP)            pass-through payments to City of Benicia,            City of Dixon, City of Fairfield, and City of Vallejo;            \$187,400 for Medical Director, subject matter experts,            ambulance services contracts; \$23,500 operational            expenses, etc.</i>	1,910,900
Transfers outside H&SS fund <i>\$27,000 SEMSC share of County-wide overhead            charges; \$5,000 postage charges, custodial from            other County departments; records storage</i>	32,000
Transfers within H&SS fund <i>H &amp; SS overhead (administration, facility, etc.)</i>	81,000
<b>Total Expenses</b>	<b>\$3,016,643</b>
Licenses, Permits & Franchise <i>\$562,500 ALS EOA ambulance franchise fee;            \$550,000 Trauma Center, STEMI Center, Stroke Center,            EDAP, etc., business licenses; \$20,000 Paramedic and EMT            Personnel certification; \$58,000 Ambulance Operating            Permits, CCT</i>	1,190,500
Fines, Forfeitures, Penalties & Assessments <i>\$20,000 penalties</i>	20,000
Pass Through Revenue <i>\$1,700,000 in Public/Private Partnership (PPP)            pass-through revenue for City of Benicia, City of            Dixon, City of Fairfield, and City of Vallejo</i>	1,700,000
Grant Allocations and Designated Funding <i>Cooperative Agreements, Maddy funds, etc.</i>	90,903
Transfer from Reserves <i>Offset unanticipated expenses associated            with RFQ _____</i>	9,240
Revenue from Use of Money/Property	6,000
<b>Total Revenues</b>	<b>\$3,016,643</b>

**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 4/11/2019**

**II. REGULAR CALENDAR**

**d. Review and Consider Comments on Draft RFQ for Consultant Services for  
Emergency Ambulance Services System Reviews and RFP Development**

**BACKGROUND:**

On January 10, 2019, during the regular meeting of this Board, direction was provided to staff to identify a consulting firm, using the Request for Qualifications (RFQ) process, to facilitate the Request for Proposals (RFP) project associated with Emergency Ambulance, Advanced Life Support (ALS), Services within the existing Exclusive Operating Area (EOA) situated in Solano County.

Further written comments will be accepted for a period of two weeks (through April 25, 2019). It is anticipated a special meeting of this Board will be called to approve the RFQ and affirm the selection process for the consultant.

The approved RFQ will be managed by Solano County's Purchasing Division, which will be supported by Agency staff.

**LEGAL REVIEW SUFFICIENCY:** This item has been reviewed as to form by County Counsel.

**BOARD ACTION:**

Motion:

By: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

AYES:

NAYS:

ABSENT

ABSTAIN

**DEPARTMENT OF GENERAL SERVICES**

Central Services Division

MEGAN M. GREVE  
Director  
[MMGreve@SolanoCounty.com](mailto:MMGreve@SolanoCounty.com)  
(707) 784-7900



**DIANNE E. LUNA, C.P.M.**  
Central Services Manager  
[deluna@solanocounty.com](mailto:deluna@solanocounty.com)  
(707) 784-6320

675 Texas Street, Suite 2500  
Fairfield, CA 94533-6342  
Fax (707) 784-6320  
[www.solanocounty.com](http://www.solanocounty.com)

**REQUEST FOR QUALIFICATION(RFQ)**  
**INSERT RFQ NUMBER**  
**FOR**  
**A Consulting Firm to Manage Request for**  
**Proposals (RFP) Development, Solicitation,**  
**Evaluation, and Award Processes**

**RELEASE DATE: 04/15/19**  
**RESPONSE DUE: 05/10/19, 5:00 PM, PST**

SUBMIT STATEMENT OF QUALIFICATION TO:	RFQ COORDINATOR
<p>Solano County Via electronic submission via Public Purchase website at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a></p>	<p>Farid Atmar, RFQ Coordinator Phone: (707) 784-6976 <a href="mailto:MFAatmar@solanocounty.com">MFAatmar@solanocounty.com</a></p>
<p>Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above website. Include the application with your bid. <b>BIDDERS ARE RESPONSIBLE FOR FREQUENTLY CHECKING THE COUNTY’S WEBSITE FOR ANY CHANGES OR INFORMATION RELATING TO THIS RFQ.</b></p>	
<p><small>“Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance.”</small></p>	

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## 1. INTRODUCTION

The purpose of this Request for Qualifications (RFQ) is to select a firm to develop a County-wide proposal for County-wide advanced life support (ALS) emergency ambulance services, providing a range of up to three (3) options, including the existing system, as well as to define the Solano Emergency Medical Services Cooperative's (SEMSC) minimum requirements, solicit proposals, and gain adequate information by which the SEMSC may evaluate the services offered, in said proposals by responding bidders.

The SEMSC intends to secure a contractor to draft a Solano County EMS Request for Proposals (RFP) for ALS emergency ambulance services, to establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP, and to assist the SEMSC in negotiating and executing a final agreement with the selected bidder.

The term "Firm" refers to the firm or individual that submits a Statement of Qualifications (SOQ) in response to this solicitation. The terms "response(s), submittal(s) or proposal(s)" refer to the documents responding bidders submit for consideration by the SEMSC to provide emergency ALS ambulance services.

## 2. BACKGROUND

The mission of Solano County EMS is to build a system that delivers effective prehospital care at a reasonable cost to the people of Solano County by coordinating and maximizing resources. To do this, partnerships exist with acute care hospitals, fire departments, ambulance providers, law enforcement, State Agencies and others in public health to plan, manage and evaluate the essential components of emergency response. In addition, the agency manages the key committees that create policy for emergency medical services.

From a broader perspective, entities are brought together that would otherwise not normally interact with each other to plan for delivery of emergency care in a competent and cost-effective manner. Ensuring rapid response to emergencies, competency in practice for all responders, and accountability to the SEMSC Board and the public for system performance are essential functions of the agency.

Within the agency, work is done in prevention and quality assurance to review cases, develop appropriate policies, and implement continuous quality improvements to the emergency response system. Collecting and analyzing data to ensure rapid response, competency in practice, and accountability are essential functions of the agency.

Solano County currently has two exclusive operating areas (EOAs). One EOA, currently assigned to Medic Ambulance Service, Inc. (Medic), covers Solano County and part of Sacramento County. It includes 9-1-1 emergency ALS ambulance service for all of Solano County, with the exception of the City of Vacaville, its surrounding unincorporated areas, and Travis Air Force Base. This EOA also includes 9-1-1 emergency ALS ambulance service for the City of Isleton, and the Delta and River Delta Fire Protection Districts in Sacramento County. In addition, the EOA includes ALS interfacility transports throughout the entire County.

The second EOA, assigned to the City of Vacaville, covers the city proper and unincorporated areas that have historically received ambulance services from the City of Vacaville since prior to 1980. For these areas, the Vacaville Fire Department is the exclusive provider of 9-1-1 emergency ALS ambulance service.

The Solano County EMS system is what is typically referred to as a “high performance system,” that is, it incorporates response time standards and associated penalties. The Master Agreement does not cover critical care transport (CCT) or basic life support (BLS) ambulance services.

A firm was engaged to complete this project, and has completed an EMS System Review, synthesis of the results of the System Review, and a draft Solano County EMS RFP. However, on December 14, 2018, the firm submitted a contract termination letter, exercising its right to end the agreement, per the termination clause in its contract. These materials will be made available to the selected firm for reference.

The new contractor will draft a Solano County EMS Request for Proposals (RFP) for ALS emergency ambulance services, establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP, and assist SEMSC in negotiating and executing a final agreement with the selected bidder.

### **3. SCOPE OF SERVICE/ PROJECT**

Contractor shall be responsible for the following:

- Describe for the SEMSC Board the local EMS system in Solano as well as viable alternative models for such a system
- Engage stakeholders and community members to gather feedback and present a summary to the SEMSC Board
- Draft a Solano County EMS RFP for ALS emergency ambulance services
- Establish an Independent Review Panel (IRP) to evaluate and score proposals submitted in response to the RFP.
- Assist SEMSC in negotiating and executing a final agreement with the selected bidder.

<p style="text-align: center;"><u>Draft Solano County Emergency Ambulance RFP</u></p> <p style="text-align: center;">Scope</p> <p style="text-align: center;">August 2019-September 2020</p>	<p style="text-align: center;">Timeline</p>
<p>Convene multiple in-person stakeholder meetings at locations within Solano County to obtain input from identified constituencies and members of the public on emergency ambulance operations.</p>	
<p>Produce a draft RFP and proposed scoring methodology for procurement of an ambulance contractor for Solano County for the coming contract cycle</p>	
<p>Work with SEMSC staff to refine the draft RFP</p>	
<p>Present the draft RFP to the identified Solano County EMS stakeholders and the public for review and comment</p>	
<p>Make any necessary and appropriate revisions to the draft RFP based on public and stakeholder input</p>	
<p>Present the final draft RFP in person to the SEMSC board at the April 2020 SEMSC Board Meeting</p>	
<p>Make any necessary revisions to the draft RFP based on direction from the SEMSC board</p>	
<p>Produce a final RFP document and submit to California EMS Authority for review and approval</p>	

<p style="text-align: center;"><u>Establish an Independent Review Panel (IRP) and Negotiate and Finalize Agreement</u></p> <p style="text-align: center;">Scope</p> <p style="text-align: center;">October 2020-July 2021</p>	<p style="text-align: center;">Timeline</p>
Develop compositional framework for Independent Review Panel (IRP) to be approved by SEMSC Board	
Submit recommendations to SEMSC staff for designees to fill approved composition of the IRP	
Facilitate initial meeting of the IRP	
Review all proposals received in order to provide technical advice and assistance to the IRP members as required	
Serve as facilitator for IRP meetings	
Serve as liaison between IRP members and SEMSC staff	
Draft proposed contract for the SEMSC Board's use in negotiation with selected bidder	
Make necessary revisions to proposed contract based on direction from SEMSC Board	
Present final, proposed contract to SEMSC Board, in-person, at SEMSC Board Meeting	
Assist staff in negotiating and finalizing agreement with selected bidder	

#### 4. CONTRACT DURATION AND FUNDING AVAILABILITY

SEMSC intends to award one, two-year-based contract with an estimated cost not to exceed \$125,000.00, to the responsible proposer whose proposal is determined to be the most responsive to the requirements of this RFQ. The term of the resulting contract will begin on or about August 1, 2019, and terminate on or about July 31, 2021, subject to availability of funding. SEMSC reserves the right to award a contract through this RFQ, which may be renegotiated and/or renewed/extended, subject to contractor performance and continued funding, for two additional terms without a competitive bid process, representing a total contract term of no more than sixty (60) months at the sole discretion of the SEMSC, provided the SEMSC notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in SEMSC's maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original contract and response.

#### 5. SCHEDULE OF EVENTS

04/15/19	RFQ issued
04/22/19	Submit Intent to Propose form and questions concerning RFQ and project emailed to <a href="mailto:email@solanocounty.com">email@solanocounty.com</a> or submit via electronic submission via Public Purchase website <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> no later than 5:00 p.m.
04/26/19	SEMSC's response to questions posted on Public Purchase website at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a>
06/1/19	An electronic submission of SOQ via Public Purchase at <a href="http://www.publicpurchase.com">www.publicpurchase.com</a> are due no later than 5:00 p.m. Late submittals will not be accepted.
Week of 6/14/19	If more than 3 responses are received, the SEMSC Ad Hoc Committee will review the responses, and interview the chosen firms, if necessary.
June or July 2019	Selection of vendor by SEMSC Board
	Contract negotiation occurs 10 days after selection of vendor by SEMSC Board of Directors
	Contract process begins 15 days after selection of vendor by SEMSC Board of Directors
	Project commences 45 days after selection of vendor by SEMSC Board of Directors

SEMSC reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the County's website. Proposers are responsible to periodically view the County's website ([www.solanocounty.com](http://www.solanocounty.com)) for any revisions.

To subscribe with Public Purchase and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://www.publicpurchase.cm/gems/register/vendor/register> and follow the instructions provided

## 6. INSTRUCTIONS TO RESPONDING FIRMS

Please prepare your proposal in accordance with the following requirements.

- a. Proposal. The proposal (excluding the cover letter, resumes and a copy of the RFQ may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. Number each page consecutively. A copy of the RFQ and resumes must be included in an appendix to the proposal.
- b. Cover Letter. The proposal must be submitted with a cover letter describing the proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a (90)-day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with SEMSC must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department  
Purchasing Services  
675 Texas Street Suite 2500  
Fairfield, CA 94533  
Attention: Farid Atmar, RFQ Coordinator

- c. *Approach and Management Plan.* This section shall provide the proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, SEMSC staff and any other parties that may have a significant role in the delivery of this program.
- d. *Qualifications, Experience and References.*
  - i. This section shall provide the qualifications and experience of the key team member(s) that will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of SEMSC.
  - ii. For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years). Include a brief description

of each project associated with the reference, and the role of the respective team member

iii. The Offeror shall provide the (3) references of government agencies and or firms for whom they have provided similar services during the last three (3) years. Use Attachment (4) Agency Reference Sheet.

e. *Staffing Plan.* This section shall provide a staffing plan (by month) and an estimate of the **total hours** (detailed by position) required for preparation of the program tasks as outlined. Discuss the workload, both current and anticipated, for all key team members (if applicable), and their capacity to perform the requested services for the project, according to your proposed schedule. Discuss the approach for completing the requested services for this project within budget.

- f. *Work Plan and Schedule.* This section shall include a description of how you will conduct each task of the project, identification of deliverables for each task and a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the approach for completing the requested services for the project on schedule. The project is expected to commence no later than July 1, 2019 and all public meetings, draft and final documents fully completed by June 30, 2021.
- g. *Cost Control.* This section shall provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. *Additional Relevant Information.* This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
- i. *Budget.* The budget should include: (a) the total dollar amount requested to complete the project, (b) any other resources, including in-kind, that will support the proposed project, (c) the number of anticipated hours and rate of the project manager and key team members per year. The estimated level of hours for other staff can be summarized in general categories.
- j. *Detailed Documentation of Financial Resources:* The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- k. *The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.*
- l. *In lieu of audited financial statements, SEMSC may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.*
- m. *Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.*
- n. *SEMSC Contract: Proposers must include a statement of acknowledgment that the proposer has reviewed the SEMSC Standard Contract (EXHIBIT I—Standard Contract, Exhibits C and D) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.*

- o. **How to Register with Public Purchase:** Use the link below to begin the registration process. It can take up to 24 hours for your account to become active. You will receive an email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) letting you know your account is activated. Be sure and add this email address to your contacts to avoid the bid notification emails being sent to your junk folder. <https://www.publicpurchase.com/gems/register/vendor/register>.

**7. EVALUATION OF PROPOSALS**

- a. *Evaluation Committee.* A SEMSC Evaluation Committee (SEC) will evaluate all responses. The SEC will be composed of SEMSC staff and other parties that may have relevant expertise or experience. The SEC will score and recommend submittal in accordance with the evaluation criteria set forth in this RFQ. Evaluation of the responses shall be within the sole judgment and discretion of the SEC.
- b. *Categories.* The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	30
Scope of Work/Program Description	25
Interview/Presentation/Demonstration	25
Budget or Fee schedule	20
Total Possible Points	100

- a. *Local Business Preference:* The SEC will evaluate proposals according to Solano County’s local business preference, which is codified in Section 22-24 of the Solano County Code and can be found at <http://www.codepublishing.com/ca/solanocounty/>.
- c. *Interviews.* Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, the location, order and schedule of the interviews is at the sole discretion of SEMSC. The evaluation interview panel may include representatives from SEMSC and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all costs incurred to attend.
- b. *Best Value:* SEMSC will select the proposal that presents the best value and is most advantageous to SEMSC and the public. Accordingly, SEMSC may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of SEMSC. SEMSC reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposer.

**8. AWARD NOTICE AND ACCEPTANCE PERIOD**

- a. After the evaluation of responses and final consideration of all pertinent information available, SEMSC will either reject all responses or issue a written notice of intent to award the contract

to all responders submitting a timely submittal. The notice shall identify the apparent best evaluated responder. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated responder.

- b. The apparent best evaluated responder should be prepared to enter into a contract with SEMSC which shall be substantially the same as the *Standard Contract* included in Exhibit I to this RFQ. Notwithstanding, SEMSC reserves the right to add terms and conditions, deemed to be in the best interest of SEMSC, during final contract negotiations.
- c. If a responder fails to sign and return the contract drawn pursuant to this RFQ and final contract negotiations within 14 days of its delivery to the responder, SEMSC may cancel the award and award the contract to the next best evaluated responder.

## 9. PROTEST AND APPEALS

Any actual responder who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such responder knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

## 10. TERMS AND CONDITIONS

- a. *The County's Purchasing & Contracting Policy, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFQ by this reference and governs this RFQ.*
- b. *RFQ Amendment, Cancellation and Right of Rejection.*
  - i. SEMSC reserves the unilateral right to amend this RFQ in writing at any time by posting the amendment on SEMSC's website. Responders are responsible to view the website periodically for any amendments to the RFQ. Responders shall respond to the final written RFQ and any exhibits, attachments, and amendments. SEMSC also reserves the right, in its sole discretion, to reject any and all submittals or to cancel or reissue the RFQ.
  - ii. SEMSC reserves the right, in its sole discretion, to waive variances in responses provided such action is in the best interest of SEMSC. Where SEMSC waives minor variances in responses, such waiver does not modify the RFQ requirements or excuse the applicant from full compliance with the RFQ. Notwithstanding any minor variance, SEMSC may hold any submittal to strict compliance with the RFQ.

- c. *Confidentiality*. SEMSC will retain a master copy of each response to this RFQ, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Responders may clearly label part of a submittal as "CONFIDENTIAL" if the responder agrees to indemnify and defend SEMSC for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by SEMSC, SEMSC will notify the responder of the request and delay access to the material until 7 working days after notification to the responder. Within that time delay, it will be the responder's duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

## 11. ATTACHMENTS AND EXHIBITS

Complete and enclose with responding firm's response as indicated:

Attachment 1: Intent to Respond Form  
Attachment 2: Signature Page  
Attachment 3: Question and Answer Form  
Attachment 4: Agency Reference Form  
Attachment 5: Certification of Compliance  
Attachment 6: SEMSC Reservations  
Attachment 7: Non-Collusion Declaration  
Attachment 8: Declaration of Local Business  
Attachment 9: Drug Free Workplace Certification  
Attachment 10: RFQ Check List

Exhibit I: SEMSC Standard Contract  
Exhibit A: Scope of Work  
Exhibit B: Budget Detail and Payment Provisions  
Exhibit C: General Terms and Conditions  
Exhibit D: Special Terms and Conditions

SEMSC INTENT TO PROPOSE FORM

SOLICITATION INFORMATION:

TYPE:	
TITLE:	
NUMBER	

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

Email the following Intent to Respond form to Solicitation Coordinator on or before \_\_\_\_\_ 5:00 P.M.

TO: \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_

FROM:

COMPANY / FIRM NAME	
ADDRESS (INCLUDING ZIP)	
CONTACT PERSON:	
EMAIL AND WEBSITE	
PHONE	

We intend to respond to this RFP by the specified due date:

Yes \_\_\_\_\_ No \_\_\_\_\_

Signature of Contact Person \_\_\_\_\_

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

Email this form to the RFP Coordinator on or before date and time as specified in RFP.

**SEMSC  
SIGNATURE PAGE**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

**CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES) OR (NO)**

Declaration of a Local Business (Complete form and return with proposal)	
Customer Reference Statement (Complete form and return with proposal)	
Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservation	

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
QUESTIONS AND ANSWERS FORM**

SOLICITATION INFORMATION

TYPE:	
TITLE:	
NUMBER	

ANY QUESTIONS REGARDING THIS SOLICITATION SHALL BE SUBMITTED ACCORDING TO THE PROCESS OUTLINED BELOW AND AS SPECIFIED IN THE SOLICITATION DOCUMENT. THE SEMSC'S RESPONSE TO QUESTIONS WILL BE AS SPECIFIED IN THE SOLICITATION DOCUMENTS.

1. SUBMIT QUESTIONS OR CONCERNS ON THE FORM PROVIDED.
2. STATE YOUR QUESTION(S) IN THE TABLE AND REFERENCE THE SECTION OF THE RFP (IF APPLICABLE).
3. SUBMIT THE FORM (MICROSOFT WORD ONLY) VIA EMAIL TO SOLICITATION COORDINATOR AT EMAIL \_\_\_\_\_, OR SUBMIT VIA PUBLIC PURCHASE WEBSITE AT [WWW.PUBLICPURCHASE.COM](http://WWW.PUBLICPURCHASE.COM). PLEASE CONTACT THE COORDINATOR WITH ANY QUESTIONS REGARDING THIS PROCESS, PREFERABLY VIA EMAIL.
4. PLEASE USE PAGE 2 OF 2 FOR MORE QUESTIONS:

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	SEMSC RESPONSE (FOR SEMSC USE ONLY)

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
QUESTIONS AND ANSWERS FORM- CONTINUED...**

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	SEMSC RESPONSE (FOR SEMSC USE ONLY)

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
AGENCY REFERENCE FORM**

**SECTION 1: SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

**LIST OF REFERENCES**

<b>1. Agency Or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
<b>3. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
AGENCY REFERENCE FORM**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

Please provide below information for each key team member proposed in your proposal:

<b>Key Team Member Name:</b>	
<b>1. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
<b>2. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
<b>3. Agency or Firm Name:</b>	
Business Address:	
Contact Person:	
Telephone:	
Description of Service	
Dates(S) When Service Provided	

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME	
ADDRESS (INCLUDING ZIP)	
CONTACT PERSON:	
EMAIL AND WEBSITE	
PHONE	SIGNATURE:

**SEMSC  
CERTIFICATION OF COMPLIANCE**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

**SECTION 2: CERTIFICATION:**

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:  
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:  
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:  
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:  
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:  
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of SEMSC as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFQ.

**SIGNATURE AND ACKNOWLEDGMENT:**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
SEMSC RESERVATIONS**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

**RESERVATION**

**SEMSC HEREBY RESERVES THE FOLLOWING RIGHTS:**

SEMSC reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of SEMSC, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

**Right of Rejection**

1. SEMSC reserves the right to reject any and all bids, or to cancel this RFQ in part or in its entirety.
2. SEMSC reserves the right to waive any variances in proposals provided such action is in the best interest of SEMSC.
3. SEMSC reserves the right to amend this IFB at any time. SEMSC also reserves the right to cancel or reissue the RFQ at its sole discretion.
4. Any bid received which does not meet the requirements of this RFQ, may be considered to be non-responsive, and may be rejected. SEMSC may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this RFQ.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of SEMSC.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

**READ AND ACKNOWLEDGE ON RFQ ATTACHMENT 1, SIGNATURE PAGE**

**SEMSC  
NON-COLLUSION DECLARATION  
PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106**

**SOLICITATION INFORMATION**

<b>TYPE:</b>	
<b>TITLE:</b>	
<b>NUMBER</b>	

The undersigned declares: I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

**SIGNATURE AND ACKNOWLEDGMENT**

<b>COMPANY / FIRM NAME</b>		
<b>ADDRESS (INCLUDING ZIP)</b>		
<b>CONTACT PERSON:</b>		
<b>EMAIL AND WEBSITE</b>		
<b>PHONE</b>		<b>SIGNATURE:</b>

**SEMSC  
DECLARATION OF LOCAL BUSINESS**

**SECTION 1: SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

SEMSC gives local businesses a preference in formal solicitations of goods and services as set forth in section 22-24 of the Solano County code. In order to qualify for this preference, a business must meet all of the following criteria:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the county.

section 2: Acknowledgement

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as defined in section 22-24 of the Solano County code.

All information submitted is subject to investigation, as well as disclosure to third parties under the California public records act. incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the county's local preference policy. false or dishonest responses will result in rejection of the bid and curtail the declarant's ability to conduct business with the county in the future. it may also result in legal action.

1. Legal name of the business: \_\_\_\_\_
2. Physical address of principal place of business or satellite office with at least one employee:  
street: \_\_\_\_\_ city: \_\_\_\_\_ state: \_\_\_\_\_ zip: \_\_\_\_\_  
\_\_\_\_\_
3. Business license number issued by county of Solano: \_\_\_\_\_

i declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is executed by

**SIGNATURE AND ACKNOWLEDGMENT**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
DRUG-FREE WORKPLACE CERTIFICATION**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

**CERTIFICATION**

(rev-09/01/94)

Company / Organization Name	
-----------------------------	--

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Federal Tax I.D. Number	
-------------------------	--

**SIGNATURE AND ACKNOWLEDGMENT**

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

**SEMSC  
SOLICITATION CHECK LIST**

**SOLICITATION INFORMATION**

TYPE:	
TITLE:	
NUMBER	

**CHECK LIST**

<b>This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.</b>	<b>indicate by initialing</b>
All required attachments, and exhibits as required by rfp?	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
A complete package of (technical and cost) proposal submitted via public purchase	
Attachment 1:	
Attachment 2:	
Attachment 3:	
Attachment 4:	
Attachment 5:	
Attachment 6:	
Attachment 7	
Attachment 8	
Attachment 9	
Attachment 10	
any other attachment	
Cover letter in letterhead, contains signature and validity period	
Proposal formatted as per solicitation requirement	
Proposal number of page does not exceed the limit	
Amendment documents are attached	
Contains budget, budget line time and budget narrative	
If any, were objections to the SEMSC contract submitted on Exhibit 1 during the period for questions and comments, as detailed in the RFQ schedule of events? SEMSC reserves the right to reject any qualifications or objections to the contract if included in proposer’s submittal, if not identified and submitted to SEMSC on exhibit 1. SEMSC responded to exhibit 1 inquiries via an amendment to this RFQ.	

**SIGNATURE AND ACKNOWLEDGMENT**

COMPANY / FIRM NAME	
ADDRESS (INCLUDING ZIP)	
CONTACT PERSON:	
EMAIL AND WEBSITE	
PHONE	SIGNATURE:

**SEMSC STANDARD CONTRACT**

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[SEMSC Standard Contract on Next Page]

This Contract is entered into between the Solano Emergency Medical Services Cooperative (SEMSC) and the Contractor named below:

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2018.

<b>CONTRACTOR</b>	<b>SEMSC</b>
CONTRACTOR'S NAME:	_____
SIGNATURE:	Birgitta E. Corsello <span style="float: right;">DATED</span> Chair, Solano EMS Cooperative (SEMSC) _____ TITLE
PRINTED NAME AND TITLE	<u>Solano County EMS</u> <u>355 Tuolumne St., MS 20-240</u> ADDRESS
ADDRESS	<u>Vallejo</u> <span style="float: right;"><u>CA</u> <u>94590</u></span> CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span>
CITY <span style="float: right;">STATE</span> <span style="float: right;">ZIP CODE</span>	Approved as to Form: _____ COUNTY COUNSEL

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

Rev. 01/22/18

**SCOPE OF WORK**

[Actual scope of work to be negotiated upon contract award.]

**BUDGET DETAIL AND PAYMENT PROVISIONS**

[Actual Budget and Payment Plan to be negotiated upon contract award.]

**1. METHOD OF PAYMENT**

Upon submission of invoices by Contractor, and upon approval of EMS Administrator, SEMSC shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

A. SEMSC will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the SEMSC. If Contractor has failed to pay any obligations outstanding, SEMSC will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for SEMSC's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the SEMSC. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the SEMSC under this Contract have ceased and that no further payments are due or outstanding.

C. SEMSC may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written SEMSC approval for an alternate final invoice submission deadline shall be sought from the SEMSC prior to the expiration or termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the SEMSC's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by SEMSC or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. SEMSC may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, SEMSC will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

## **5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

## **6. REPRESENTATIONS**

A. SEMSC relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. SEMSC's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

## **7. INSURANCE**

A. Without limiting Contractor's obligation to indemnify SEMSC, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- |  |   |   |
|--|---|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | <b>\$1,000,000</b>                      | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   | As required by the State of California. |   |
| (4) Employer's Liability:  | <b>\$1,000,000</b>                      | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                      |                    |  |
|----------------------|--------------------|--|
| (1) Cyber Liability: | <b>\$1,000,000</b> | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the SEMSC that will be |
|----------------------|--------------------|--|

in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, SEMSC is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the SEMSC. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by SEMSC. At the option of SEMSC, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to SEMSC, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to SEMSC guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) SEMSC, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to SEMSC, its officers, officials, agents, employees, and volunteers. Any insurance maintained by SEMSC, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the SEMSC in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the SEMSC may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

#### H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of SEMSC for all work performed by Contractor, its employees, agents and subcontractors.

#### I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to SEMSC.

#### J. Verification of Coverage

(1) Contractor must furnish SEMSC with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by SEMSC or, if on other than SEMSC's forms, must conform to SEMSC's requirements and be acceptable to SEMSC.

(3) SEMSC must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) SEMSC reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

## **8. BEST EFFORTS**

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to SEMSC's reasonable satisfaction.

## **9. DEFAULT**

A. If Contractor defaults in Contractor's performance, SEMSC shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, SEMSC may elect to cure the default and any expense incurred shall be payable by Contractor to SEMSC. The contract may be terminated at SEMSC's sole discretion.

C. If SEMSC serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, SEMSC shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of SEMSC, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of SEMSC. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of SEMSC. The parties mutually understand that this Contract is between two independent contractors and is not

intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against SEMSC for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold SEMSC harmless from any liability which SEMSC may incur because of Contractor's failure to pay such obligations nor shall SEMSC be responsible for any employer-related costs not otherwise agreed to in advance between SEMSC and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of SEMSC except as to the final result contracted for under this Contract. SEMSC may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to SEMSC under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold SEMSC harmless from any claims that may be made against SEMSC based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and SEMSC relies upon such skills. Contractor pledges to perform the work skillfully and professionally. SEMSC's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be

completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano SEMSC;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

### **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by SEMSC as set forth in 29 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

### **14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to SEMSC all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from SEMSC.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

## **15. CONFLICT OF INTEREST**

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to SEMSC in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

## **16. DRUG FREE WORKPLACE**

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

## **17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the SEMSC of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from SEMSC.

## **18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

## **19. INSPECTION**

Authorized representatives of SEMSC, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

## **20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

## **21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of SEMSC's Contract Manager nor assign this Contract or monies due without the prior written approval of the SEMSC's applicable Department Head or his or her designee and the SEMSC Administrator.

C. If SEMSC consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

## **22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to SEMSC of the cause of the delay within 10 days of the start of the delay.

## **23. OWNERSHIP OF DOCUMENTS**

A. SEMSC shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by SEMSC or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

## **24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

## **25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that SEMSC will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

## **26. SEMSC'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. SEMSC's obligation under this Contract is subject to the availability of authorized funds. SEMSC may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of SEMSC, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the SEMSC may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of

Supervisors. If the Contract is terminated for non-appropriation of funds:

i. SEMSC will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to SEMSC. If applicable funding is reduced, SEMSC may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. SEMSC may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

**Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.**

**30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

**The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the SEMSC shall supersede any inconsistent term in these documents.**

**32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that SEMSC may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that SEMSC may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from SEMSC must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to SEMSC for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and SEMSC agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. SEMSC is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless SEMSC from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. SEMSC makes no guarantee of usage by other users of this Contract nor shall SEMSC incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify SEMSC of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in SEMSC processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

### **37. LOCAL EMPLOYMENT POLICY**

SEMSC desires, whenever possible, to hire qualified local residents to work on Solano County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

### **38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SEMSC or Contractor other than those contained in it.

**Solano Emergency Medical Services Cooperative**

**Board of Directors Meeting**

**Meeting Date: 1/10/2019**

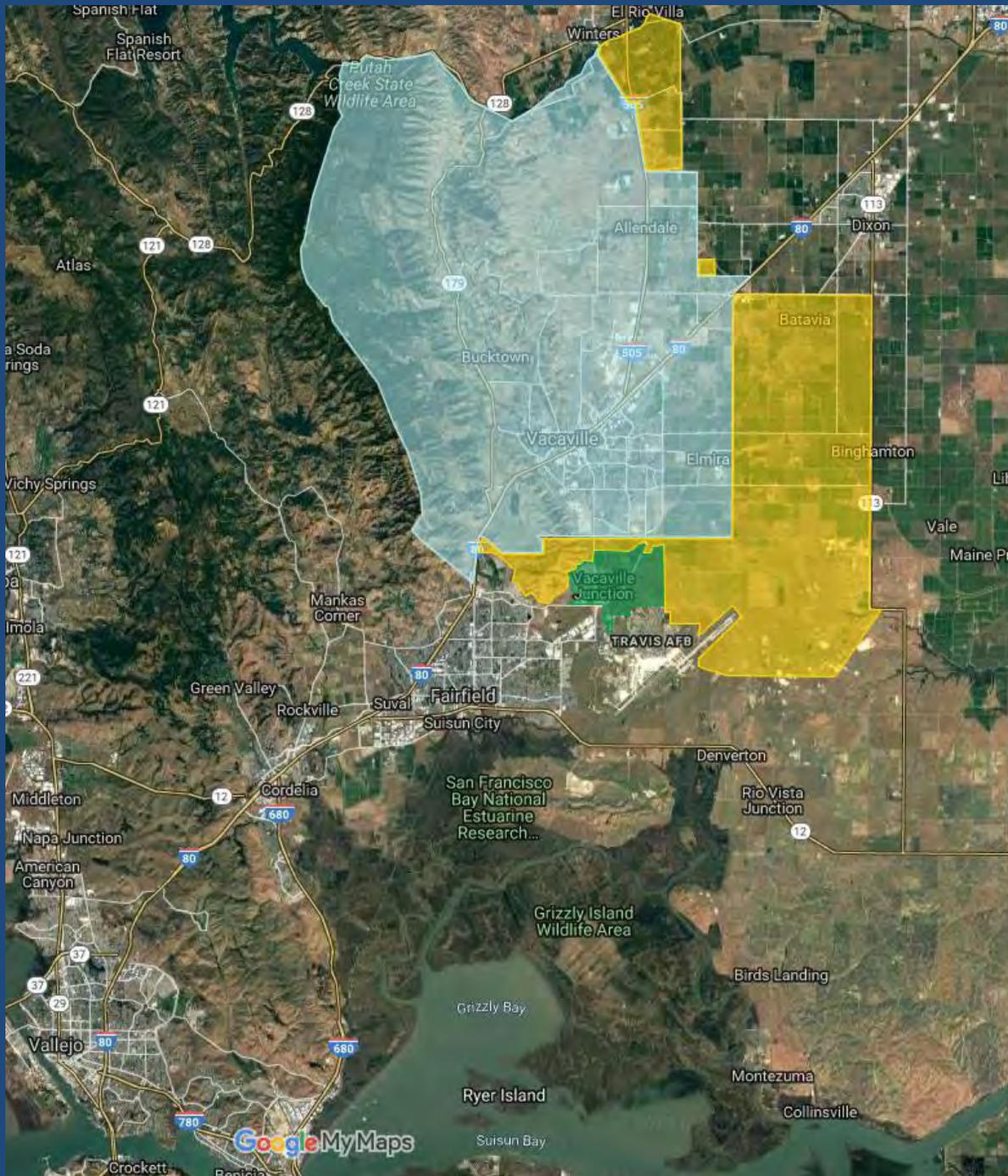
**II. REGULAR CALENDAR**

**e. Receive from EMS staff Map Clarifying Operational Zones for Emergency Ambulance Services**

During calendar year 2018, question arose regarding the boundaries of the unincorporated county area receiving ambulance services from the City of Vacaville. More specifically, the geographic region described as Zone C, did not include certain unincorporated areas bordering the City of Vacaville wherein ambulance services had been provided historically and were continuing to be provided to the present day without interruption.

Data was gathered and analyzed and it was determined that these areas, save the geographic area recently annexed by the City of Fairfield, would be memorialized as a Zone receiving its ambulance services from the City of Vacaville.

The attached maps are provided as a visual aid to illustrate the areas served by the City of Vacaville.



**LEGEND**

**Lt. Blue: Zone C & City Of VV**

**Yellow: Zone V**

**Green: City of FF Annexations**

