

Solano Emergency Medical Services Cooperative
Board of Directors Meeting

Meeting Date: 10/8/2015

I. REPORTS

- a. SEMSC Medical Director's Report (verbal update, no action)**
Solano EMS policies and protocols are available on the internet at <http://www.co.solano.ca.us/depts/ems/>

- b. EMS Administrator's Report (verbal update, no action)**
 - 1. General Update
 - 2. System Performance
 - 3. System Updates
 - 4. Legislative Update

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

Solano Emergency Medical Services Cooperative

Board of Directors Meeting

Meeting Date: 10/8/2015

II. REGULAR CALENDAR

RECOMMENDATION:

- a. **Approve a three year agreement with the Regents of the University of California for \$32,400 per year for the period of September 2, 2015 to September 1, 2018, to provide EMS Medical Director Services.**

BACKGROUND:

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

The contract is attached for review and approval (Attachment II-A). The Regents of the University of California Contract term is for the period of September 2, 2015 to September 1, 2018 for the budgeted amount of \$32,400 per year. The current contract expired on September 1, 2015.

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

BOARD ACTION:

Motion:

By: _____ 2nd: _____

AYES:

NAYS:

ABSENT

ABSTAIN

AGREEMENT TO PROVIDE PROFESSIONAL MEDICAL DIRECTOR SERVICES

THIS AGREEMENT is entered into between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California, acting for and on behalf of University of California Davis Health System (“UCDHS”) and the Solano Emergency Medical Services Cooperative (“SEMSC”).

RECITALS

WHEREAS, SEMSC wishes to obtain Medical Director services; and,

WHEREAS, UCDHS desires to provide and is fully qualified to provide such services to SEMSC; and,

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

NOW, THEREFORE, the parties agree as follows:

I. UCDHS’s Performance

A. UCDHS shall provide the services of Aaron E. Bair, M.D. (“Medical Director”) to provide Medical Director Services (“Services”), as further described in Exhibit A, Scope of Work, attached and incorporated by this reference, for SEMSC.

B. UCDHS certifies that any Medical Director shall:

1. Perform his or her professional duties to the best of his ability, in accordance with the highest scientific, professional and ethical standards of his or her profession, and in accordance with currently approved methods and practices in his or her field.
2. Comply with all applicable Federal, State, County or other government agency laws, rules or regulations, including UCDHS policy.
3. Comply with the requirements of all appropriate accrediting bodies, such as The Joint Commission and the American Medical Association.
4. Maintain licensure in good standing to practice in the State of California and will act within the scope of practice of such licensure in performing Services under this Agreement.
5. Be board certified or board eligible in his or her medical specialty.
6. Not be excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs and the Federal Procurement and Nonprocurement Programs.
7. Not have been convicted of a criminal offense related to healthcare.

II. SEMSC’s Performance

A. SEMSC shall remit payment for the Services as specified in Exhibit A, Section II, Compensation.

B. SEMSC shall provide access without charge to SEMSC facilities and SEMSC personnel as may be necessary for performance of the Services.

- C. SEMSC shall maintain adequate patient records on each patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable Federal and State record maintenance requirements.
1. At reasonable times during normal business hours, the appropriate audit agency of UCDHS, the California Department of Health and Human Services, the United States Department of Health and Human Services, and the California Department of Managed Health Care, and/or the designee, shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of Services performed and to audit and inspect any books and records of SEMSC which pertain to Services performed under this Agreement.
 2. All patient records shall be kept for a minimum of ten (10) years from the date of discharge and in the case of minors, for at least one (1) year after the minor patient's eighteenth (18th) birthday, but in no case less than ten (10) years from the date of discharge. Service and financial records shall be retained by SEMSC for a minimum period of ten (10) years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

III. General

A. Indemnification

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

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

B. Insurance

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

a. Professional Liability: (MINIMUM LIMITS)

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

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

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

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

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

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

c. Workers' Compensation Insurance as required under California state law.

d. It should be expressly understood, however, that the required limits and coverages shall in no way limit the liability of UCDHS as per the terms and conditions of the Indemnification provisions.

e. Upon SEMSC's request, UCDHS shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

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

a. Professional Liability: (MINIMUM LIMITS)

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

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

b. General Liability:

Comprehensive or Commercial Form (MINIMUM LIMITS)

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

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

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

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

C. Term and Termination

This Agreement shall be effective beginning September 2, 2015 and ending on September 1, 2018. Either party may terminate this Agreement without cause by giving thirty (30) days' advance written notice to the other at its address given below. To effect termination in the event of a material breach of this Agreement, the aggrieved party must provide written notice of the breach to the offending party at its address given below and allow the offending party ten (10) days to cure the breach. If the offending party does not cure the breach within ten (10) days, the Agreement will immediately terminate upon the eleventh (11th) day.

D. Effect of Termination

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

E. Independent Relationship

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

F. Health Insurance Portability and Accountability Act

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

G. Participation in Alternative Arrangements

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

H. Modification

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

I. Notice

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

To UCDHS: Health System Contracts
 University of California Davis Health System
 Sherman Building, Suite 2300
 2315 Stockton Boulevard
 Sacramento, CA 95817

To SEMSC: Solano Emergency Medical Services Cooperative
 275 Beck Avenue, MS 5-240
 Fairfield, CA 94533

J. Assignment

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

K. Discrimination

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

L. No Third Party Beneficiaries

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

M. No Requirement for Referrals

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

N. Representations and Warranties of SEMSC

SEMSC represents and warrants to UCDHS that:

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

O. Governing Law

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

P. UCDHS Name

No form of UCDHS's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of UCDHS.

Q. Entire Agreement

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

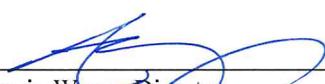
Signatures on the Following Page

IN WITNESS WHEREOF, the parties have executed this Agreement.

**SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE**

**THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA**

By: 
Birgitta Corsello
Board Chair

By: 
Annie Wong, Director
Health System Contracts

Date: 7/21/15

Date: 6-17-2015

TIN: 94-6036494

APPROVED AS TO FORM

By: 
County Counsel

**EXHIBIT A
MEDICAL DIRECTOR
SCOPE OF WORK**

I. UCDHS OBLIGATIONS:

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

II. COMPENSATION

1. During the term of this Agreement, UCDHS shall submit an invoice to SEMSC in the amount Two Thousand Seven Hundred Dollars (\$2,700.00) per month for an annual amount not to exceed Thirty Two Thousand Four Hundred Dollars (\$32,400.00). SEMSC shall remit payment within thirty (30) days of receipt of the UCDHS invoice. Payment shall be by check made payable to The Regents of the University of California and mailed to the address specified on the invoice.

Solano Emergency Medical Services Cooperative

Board of Directors Meeting

Meeting Date: 10/8/2015

II. REGULAR CALENDAR

b. Level II Trauma Center Update

BACKGROUND:

1. During the April Board of Directors Meeting, Board Member Djavaheerian questioned the Board's decision to designate only one Level II Trauma Center in the County; Discussion ensued about considering a second Level II Trauma Center designation. The fact that this would require a special dispensation from the Emergency Medical Services Commission and Governor was brought up.
2. A 90-Day collection of data was evaluated and the following results are available:
 - 87% of field transports were appropriately transported.
 - 13% were redirected by base station.
(See Attachment II-B)
3. Specialty Care Provider Designation Standards and Guidelines
The services of Page, Wolfberg & Wirth have been engaged to oversee development and anticipated implementation of standards and guidelines associated with administration and operation of specialty care providers designated by the SEMSC. The services included air ambulance, base hospital communications, Emergency Departments Approved for Pediatrics (EDAP), ST-Elevation Myocardial Infarction (STEMI) Receiving Centers, and Trauma Centers. The firm is making progress and anticipates presenting the first draft of a Board Resolution and Guidelines at the upcoming Stakeholders Meeting on November 4, 2015.

**90-Day Trauma Data Summary
(March/April/May 2015)
Solano County**

Attachment II-b

		Code 2	Code 3
Total Trauma Alerts (Percentage)	136 (100%)	70 (51%)	66 (49%)
Total Exclusions (Percentage)	10 (100%)	5 (52%)	5 (48%)
Total # Evaluated (Percentage)	126	65	61 (92%)

	#	(Percentage)
Trauma Triage Algorithm Followed	58	(95%)
Trauma Triage Algorithm Deviation	3	(5%)
Total Trauma Calls Evaluated	61	(100%)

	Level II	Level III	Others
Final Destination Level	18	32	11
(Percentage)	(38%)	(52%)	(18%)

**** Base Contact made 17 times or 31% of Code 3 Trauma Alerts***