

Solano Emergency Medical Services Cooperative

Board of Directors Meeting

Meeting Date: 1/14/2016

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)**
 - a. General Update
 - b. System Performance
 - c. System Updates
- c. Medic Ambulance Operator Report (verbal update, no action)**

Solano Emergency Medical Services Cooperative

Board of Directors Meeting

Meeting Date: 1/14/2016

II. REGULAR CALENDAR

a. Selection of Vice Chair for 2016

BACKGROUND: In accordance with the SEMSC Bylaws, the SEMSC Board shall be comprised of seven members: the Solano County Administrator; one City Manager selected by the Solano County City Managers; one Fire Chief selected by the Solano-Napa Counties Fire Chiefs organization; two Medical Professional Representatives selected by the Solano County hospitals with emergency rooms; one Physicians' Forum Representative selected by the Physicians' Forum; and one Healthcare Consumer Representative selected by the other six members of the Board. Each Board Member appointment is for a term of four years, with the exception of the Chair, which is a permanent appointment. The Bylaws provide for the annual election of the Vice Chair.

Anthony Velasquez, the newest member of the Board, was appointed to the SEMSC Board after the July 2014 meeting, replacing Michael O'Brien, as the Fire Chief Representative. Michael O'Brien was appointed to the SEMSC Board in 2007. Daniel Keen, the City Manager Representative, was appointed to the Board in April 2014. He was preceded by Sean Quinn who served from March 2012 to April 2014 and Hector De La Rosa who served from 2008-2012. Erika Bauer, the Kaiser Foundation Medical Professional Representative, served the Board from April 2000 until June 2013. She was replaced by Sandra Rusch, who was appointed in July 2013 and is serving the second year of Ms. Bauer's fourth term. Caesar Djavaherian, the Physicians' Forum Representative is beginning the second year of his second term. He was appointed to the board in July 2010. He was preceded by Seth Kaufman, who served the Board from April 2007 to May 2010. Joseph Becker the Sutter Solano Medical Professional Representative, was re-appointed to the Board in January 2014. He previously served the Board from November 2010 to August 2012 before being replaced by Travis Harris who served from August 2012 to January 2014.

As indicated above, the Board must elect a Vice Chair annually. Pursuant to the Article V, Section C, of the Solano Emergency Medical Services Cooperative (SEMSC) Bylaws, "The Board, at its regular January meeting, shall elect the Vice Chair, who shall hold office for a term of one (1) year unless the Vice Chair resigns. Should the Vice Chair resign, the Board shall elect a new Vice Chair who shall hold office for the remainder of the term." Michael O'Brien resigned mid-way through his term as Vice Chair. Therefore, the Board elected Richard Watson to fill the vacancy for the remainder of 2014, and reappointed him in 2015.

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DIRECTION: Elect Vice Chair for a one-year term, pursuant to SEMSC Bylaws.

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

BOARD ACTION:

Motion:

By: _____ 2nd: _____

AYES:

NAYS:

ABSENT

ABSTAIN

Solano Emergency Medical Services Cooperative

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II. REGULAR CALENDAR

b. Adopt Resolution Establishing Specialty Care Center & Air Ambulance Standards

BACKGROUND: During the October 2014 Board Meeting, the SEMSC Board approved a contract with Page, Wolfberg and Wirth, LLC to review operations and oversight of designated Specialty Care Center (SCC) and services, and if warranted, to develop a written resolution addressing the responsibilities and practices of the SEMSC with regard to oversight of designated hospitals contracted to serve as base stations or alternative base stations and hospitals that have received SCC designation by the SEMSC.

The EMS Administrator at that time explained that since 2011 the number of SEMSC designated SCCs has exponentially increased. SEMSC has designated Trauma Centers, ST Elevation Myocardial Infarction (STEMI) Receiving Centers (SRCs), and Emergency Departments Approved for Pediatrics (EDAP), as well as Base Hospitals. It was added that existing SEMSC policies, procedures, agreements, and resolutions for locally designated SCCs provide a framework of the standards for designation, as well as the requirements to maintain designation. As a part of the Level II Trauma System implementation, standards for trauma and multi-casualty incident (MCI) base station(s) operations is also incorporated, ensuring observance of best practices currently utilized by neighboring Level I and II Trauma Centers (e.g. John Muir Medical Center and UC Davis Medical Center).

Due to the California Emergency Medical Services Authority (EMSA) beginning to develop statute and legislation associated with SCC designations, it became necessary to evaluate current local standards to ensure alignment with EMSA and that the latest best practices and cutting edge research are incorporated into SEMSC polies, procedures, agreements and resolutions to achieve the highest level of care and treatment for Solano County residents. Page Wolfberg and Wirth, LLC was tasked with reviewing the existing SEMSC documents, which include current policies, procedures, and protocols. The goal is to ensure that the SEMSC and EMS Agency is providing appropriate oversight and guidance for designated centers, and that the remaining Level II Trauma Center standards and procedures are implemented.

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Doug Wolfberg of Page, Wolfberg & Wirth held an initial meeting with a large group of stakeholders in July 2015 to discuss the applicability of the project and the primary objectives of drafting a resolution for the SCCs and Air Ambulance partners. A draft resolution was then circulated to the stakeholders for comment. Another meeting was held in early November 2015 to discuss the proposed resolution and obtain comments from stakeholders. Comments were evaluated and incorporated and the proposed resolution was circulated to the stakeholders in early December 2015. A copy of this proposed resolution is attached as Exhibit II-B-1 as is the Trauma Triage Algorithm (TTA) for reference as Exhibit II-B-2.

DIRECTION: Staff recommends the SEMSC Board adopt Resolution 16-001 and authorize chair to sign.

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

BOARD ACTION:

Motion:

By: _____ 2nd: _____

AYES:

NAYS:

ABSENT

ABSTAIN

RESOLUTION NO. 16-001

**RESOLUTION OF THE SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE REQUIRING OVERSIGHT OF BASE HOSPITALS, ALTERNATIVE
BASE STATIONS, HOSPITALS THAT HAVE RECEIVED SPECIALTY CENTER
DESIGNATION, AND AIR AMBULANCE SERVICES**

WHEREAS, the Solano Emergency Medical Services Cooperative (“SEMSC”) serves as the local emergency medical services (“EMS”) agency for Solano County; and

WHEREAS, pursuant to California Health & Safety Code §§ 1797.67 and 1797.90, as the local EMS agency (“LEMSA”) for Solano County, SEMSC, is responsible for the medical control of the Solano County EMS System, and

WHEREAS, exercising medical control of the Solano County EMS System means directing and managing the Solano County EMS System pursuant to the provisions of Chapter 5 of the California Health & Safety Code, commencing with California Health & Safety Code § 1798; and

WHEREAS, pursuant to California Health & Safety Code § 1798(a) and (b), the medical direction and management of the Solano County EMS System are under the control of the SEMSC Medical Director, which control must comply with minimum standards adopted by the California EMS Authority (“Authority”), as established and implemented by SEMSC; and

WHEREAS, SEMSC has, through a competitive process, awarded an exclusive agreement for all ALS ambulance services throughout an Exclusive Operating Area, including all 911 requests (but excluding those requests originating from within the City of Vacaville and Travis Air Force Base) and all ALS interfacility transport requests in Solano County and which prohibits any other person or entity from providing ALS ambulance service in the County, excluding critical care transports (“CCTs”)

WHEREAS, California Health & Safety Code §§ 1797.67 and 1798.100 authorize SEMSC to designate and contract with hospitals to serve as base hospitals, to designate and contract with facilities or services to serve as alternate base stations, and to designate hospitals to perform specified EMS system functions; and

WHEREAS, California Health & Safety Code §§ 1798.2 and 1798.100 require base hospitals and alternate base stations to implement policies and procedures established by SEMSC, as approved by the SEMSC Medical Director; and

WHEREAS, responsibilities of base hospitals and, generally alternate base stations, include, but are not limited to, supervising prehospital treatment, triage and transport, and ALS monitoring program compliance by direct medical supervision, and providing or causing to be provided, training and continuing education for prehospital personnel in accordance with SEMSC’s policies and procedures; and

WHEREAS, a hospital designated by SEMSC to perform specified EMS functions is to perform those functions pursuant to guidelines established by the Authority and medical management and direction through standards established and implemented by SEMSC; and

WHEREAS, SEMSC has implemented a trauma system and a hospital designated by SEMSC to serve as a trauma facility is to adhere to policies and procedures established by SEMSC which must be consistent with and may be more stringent than the minimum trauma system standards adopted by the Authority; and

WHEREAS, pursuant to Title 22 California Code of Regulations § 100300(b), SEMSC may establish a program for the integration of aircraft and their personnel into its prehospital EMS patient transport system, and in doing so adopt policies and procedures as authorized in Title 22 California Code of Regulations § 100304.

NOW, THEREFORE, IT IS RESOLVED that:

1. **Definitions.** For purposes of this Resolution the following words and terms have the following meanings unless the context clearly indicates otherwise:

Advanced Life Support (ALS). Special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care Hospital, during interfacility transfer, and while in the emergency department of an acute care Hospital until responsibility is assumed by the emergency or other medical staff of that Hospital.

Alternative Base Station. A facility or service operated and directly supervised by a physician and surgeon who is trained and qualified to issue advice and instructions to prehospital emergency medical care personnel, which has been approved by the SEMSC Medical Director to provide medical direction to ALS personnel responding to a medical emergency as part of the local EMS system, when no Base Hospital is available to provide that medical direction.

Air Ambulance. Any rotor aircraft specially constructed, modified or equipped, and used for the primary purposes of responding to emergency calls and transporting critically ill or injured patients whose medical flight crew has at a minimum two (2) attendants certified or licensed in ALS.

Air Ambulance Provider. A provider of air ambulance service that has been issued an Air Ambulance Provider permit by SEMSC.

Authority. The California Emergency Medical Services Authority.

Base Hospital. A Hospital which, upon designation by SEMSC and upon the completion of a written contractual agreement with SEMSC, is responsible for directing the ALS system and prehospital care system assigned to it by SEMSC.

County. The County of Solano.

Critical Trauma Patient. A Trauma Patient who the Solano County Prehospital Trauma Treatment Plan and the Solano County Prehospital Trauma Triage Algorithm directs to be transported to the closest Level I or Level II Trauma Center.

Designated Facility. A Hospital which has been designated by SEMSC to perform specified EMS systems functions pursuant to guidelines established by the Authority and standards established by SEMSC.

Emergency Department Approved for Pediatrics (EDAP). A basic emergency department that is approved by SEMSC to receive pediatric patients from the 9-1-1 system by having met standards established by SEMSC through policies, procedures and protocols, for professional staff, quality improvement, education, support services, equipment, supplies and medications.

EMS. Emergency medical services.

Hospital. A health care facility licensed as a Hospital by the California Department of Public Health.

LEMSA. Local Emergency Medical Services Agency.

Level II Trauma Center. A Hospital accredited by the Joint Commission on Healthcare Organizations that has been designated as a Level II Trauma Center by a LEMSA pursuant to Articles 2 and 5 of the California Health & Safety Code and Title 22 California Code of Regulations § 100254. Verification of Level II trauma center status by the American College of Surgeons does not constitute designation by a LEMSA as a Level II trauma center.

Pediatric Patient. A patient less than fifteen (15) years of age.

Pediatric Trauma Center. A Trauma Center designated as a Level I or II pediatric trauma center by a LEMSA.

SEMSC. The Solano Emergency Medical Services Cooperative.

STEMI (ST-Elevation Myocardial Infarction). A clinical syndrome defined by characteristic symptoms of myocardial infarction or acute myocardial infarction, commonly known as a heart attack.

STEMI Alert. A report from an SRH or a paramedic with 12-lead ECG indicating a STEMI that notifies an SRC as early as possible that a patient has a specific computer-interpreted cardiac rhythm, alerting the SRC to initiate the internal procedures to provide appropriate and rapid intervention.

STEMI Receiving Center (SRC). An acute care Hospital which has been designated as an SRC by SEMSC.

STEMI Referral Hospital (SRH). An acute care Hospital other than an SRC.

STEMI System of Care. An integrated prehospital and Hospital program that is intended to direct patients with field-identified STEMI's directly to Hospitals with specialized equipment to promptly treat these patients.

Trauma Center. A Hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by a LEMSA.

Trauma Patient. A seriously injured person who requires timely diagnosis and treatment of actual or potential injuries by a multidisciplinary team of health care professionals, supported by appropriate resources, to diminish or eliminate the risk of death or permanent disability.

Trauma System. An organized, coordinated effort in a defined geographic area that is integrated with the local medical and public health systems and delivers the full range of care to all injured patients.

Trauma Triage Criteria. The criteria SEMSC establishes for determining the most appropriate destination Hospital for a Trauma Patient.

2. **Designated Facilities.** A Hospital seeking designation by SEMSC as a Designated Facility shall satisfy the designation standards established by SEMSC for that type of Designated Facility.

A. Base Hospitals and Alternative Base Stations.

1. **Policies and procedures.** A Base Hospital and an Alternative Base Station shall implement SEMSC's policies and procedures for medical direction of prehospital personnel.
2. **Base Hospital supervision, monitoring and training.** Specific responsibilities of a Base Hospital include supervising prehospital treatment, triage, transport and the delivery of ALS, monitoring program compliance by direct medical supervision, reviewing patient care reports and providing, or causing to be provided, prehospital personnel training and continuing education in accordance with SEMSC's policies and procedures.
3. **Alternative Base Station responsibilities.** An Alternative Base Station has the same responsibilities as a Base Hospital unless SEMSC excuses it from undertaking those responsibilities. Responsibilities that an Alternative Base Station may be excused from performing include, but are

not limited to, providing or causing to be provided prehospital personnel training and continuing education, and reviewing patient care reports.

4. **EMS quality improvement program.** A Base Hospital and an Alternative Base Station shall develop and implement, in cooperation with other EMS system participants, a Hospital-specific written EMS quality improvement program in accordance with the Emergency Medical Services Quality Improvement Program Model Guidelines (Rev. 3/04).

B. STEMI Receiving Facilities.

1. **STEMI Alert early notification.** Upon receiving a positive STEMI finding on a 12-lead ECG monitor, a paramedic shall immediately contact an SRC and issue a STEMI Alert. The paramedic will send the 12-lead ECG report to the Hospital's emergency department if capable of doing so. Transport shall be in accordance with County policy.
2. **STEMI peer review committee.** An SRC shall establish a multi-disciplinary peer review committee which audits the STEMI System of Care, and makes recommendations for system improvements and functions as an advisory committee to SEMSC's STEMI Quality Improvement Committee.
3. **STEMI quality improvement committee.** SEMSC shall establish a STEMI Quality Improvement Committee which audits the STEMI System of Care and serves as an advisory committee to SEMSC to make recommendations for system improvements.
4. **Interfacility transfers.** SRCs shall enter into transfer agreements with other receiving Hospitals for the transfer of STEMI patients to them.

C. Trauma Centers.

1. **Medical direction.** When assessing, treating or transporting a Critical Trauma Patient, prehospital emergency medical care personnel shall contact a SEMSC-designated Level II Trauma Center Base Hospital for medical direction if either SEMSC's protocols require securing medical direction or if prehospital emergency medical care personnel otherwise determine they require medical direction.
2. **Interfacility transfers.** Trauma Centers shall enter into transfer agreements with other receiving Hospitals for the transfer of patients that meet the Trauma Triage Criteria
3. **Trauma Registry meetings.** Trauma Centers shall send representatives to attend Trauma Registry meetings as scheduled by SEMSC.
4. **Mass Casualty Incidents (MCIs).** MCIs shall be handled in accordance with County MCI policies and protocols.

D. **EDAPs.** Ambulance transportation of Pediatric Patients shall be as follows:

1. **Critically injured Pediatric Patients.** These Pediatric Patients shall be transported to the closest Pediatric Trauma Center, except as provided in the Solano County Prehospital Trauma Treatment Plan and the Solano County Prehospital Trauma Triage Algorithm.
2. **Critically ill Pediatric Patients.** These Pediatric Patients shall be transported to the closest EDAP, except as provided in the Solano County Prehospital Trauma Treatment Plan and the Solano County Prehospital Trauma Triage Algorithm.
3. **Pediatric Patients who are not critically ill or injured.** These Pediatric Patients shall be transported to the closest EDAP unless a parent or guardian requests otherwise and signs a statement to that effect.

E. **Other Designated Facilities.** SEMSC may designate facilities to perform specified EMS systems functions other than those set forth in this Resolution pursuant to guidelines established by the Authority and standards established by SEMSC.

3. **Air Ambulance Providers.**

- A. **Air Ambulance Provider permit.** No person shall furnish, operate, conduct, maintain or otherwise provide or offer or profess to provide air ambulance service originating in the County unless the person has a currently valid Air Ambulance Provider permit. To secure an Air Ambulance Provider permit the applicant shall complete and submit an application for the permit to the County's Permit Officer and provide such information and documentation as SEMSC shall require by policy.
- B. **Policies and procedures.** SEMSC shall establish policies and procedures that apply to medical control of Air Ambulance Providers and medical flight crews, and that apply to Air Ambulance Provider record keeping and data reporting, and continuous quality improvement.
- C. **Availability.** An Air Ambulance Provider shall have adequate resources to provide Air Ambulance Service in the County on a continuous basis 24 hours a day, 7 days a week.
- D. **Federal Aviation Administration.** Nothing in this section supersedes or negates compliance with Federal Aviation Administration regulations.

4. **Performance Standards and Data Collection and Reporting.**

- A. **Performance standards.** Designated Facilities and Air Ambulance Providers shall comply with performance standards applicable to them established by SEMSC policy.

- B. **Data collection and reporting.** Designated Facilities and Air Ambulance Providers shall satisfy data collection and reporting requirements applicable to them established by SEMSC policy.
 - C. **Duplicate reporting.** SEMSC shall make every effort to utilize existing data sets in any policies requiring the reporting of data by a Designated Facility or Air Ambulance Provider, so as not to create additional data reporting responsibilities by Designated Facilities and Air Ambulance Providers apart from data they may already be required by any State or Federal government agency or any private accrediting body to collect and/or report.
5. **Disciplinary policy and procedures applicable to Designated Facilities and Air Ambulance Providers.** If SEMSC staff finds a Designated Facility to be deficient in meeting the designation criteria, or a Designated Facility or Air Ambulance Provider to be deficient in satisfying a SEMSC performance standard, or any policy, procedure or other standard mandated by local, state or federal law, the following shall apply:
- A. SEMSC staff will give the Designated Facility or Air Ambulance Provider written notice, setting forth with reasonable specificity, the nature of the deficiency.
 - B. Within fifteen (15) calendar days of receipt of such notice, the Designated Facility or Air Ambulance Provider must provide SEMSC staff, in writing, a statement that the deficiency has been cured and an explanation of how it was cured, a plan to cure the deficiency, or a statement of the reasons why it disagrees with the written notice of deficiencies.
 - C. The Designated Facility or Air Ambulance Provider shall have thirty (30) days to cure the deficiency unless a lesser period of time to cure is stated in the notice of deficiencies.
 - D. If the Designated Facility or Air Ambulance Provider chooses to challenge the written notice of deficiencies, in addition to the written statement it provides to SEMSC staff under Paragraph 8.B, it must also file an appeal with the County Public Health Officer as set forth in Resolution 11-001, Paragraph 10. The provisions of Resolution 11-001, Paragraph 10 shall then apply.
 - E. If the Designated Facility or Air Ambulance Provider does not timely appeal the validity of the deficiency and fails to cure the deficiency within the allowed time, SEMSC will either terminate its designation as a Designated Facility or its Air Ambulance Provider permit or impose such other sanction as specified in SEMSC's policies.
6. **Regulations.** The SEMSC Board of Directors delegates to its Medical Director and the EMS Agency Administrator the power and authority to make rules and regulations consistent with this Resolution.

7. **Savings clause.** If any paragraph, subparagraph, sentence, clause, phrase or word of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remainder of the Resolution. The SEMSC Board of Directors hereby declares that it would have passed the Resolution, and each paragraph, subparagraph, sentence, clause, phrase or word of this Resolution other than the one or more paragraphs, subparagraphs, sentences, clauses, phrases or words declared to be invalid.
8. **Resolution 11-001.** Resolution 11-001 and this Resolution shall be read in *pari materia* so as to give full force and effect to the provisions of both.
9. **Effective date.** The Resolution shall be effective in sixty (60) days.

Passed and adopted by the Board of Directors of the Solano County Emergency Medical Services Cooperative on January 14, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Birgitta Corsello
Chair of the SEMSC Board of Directors

Attest:

Rachelle Canones
Clerk of the SEMSC Board

SOLANO COUNTY PREHOSPITAL TRAUMA TRIAGE ALGORITHM

SPECIAL CONSIDERATIONS

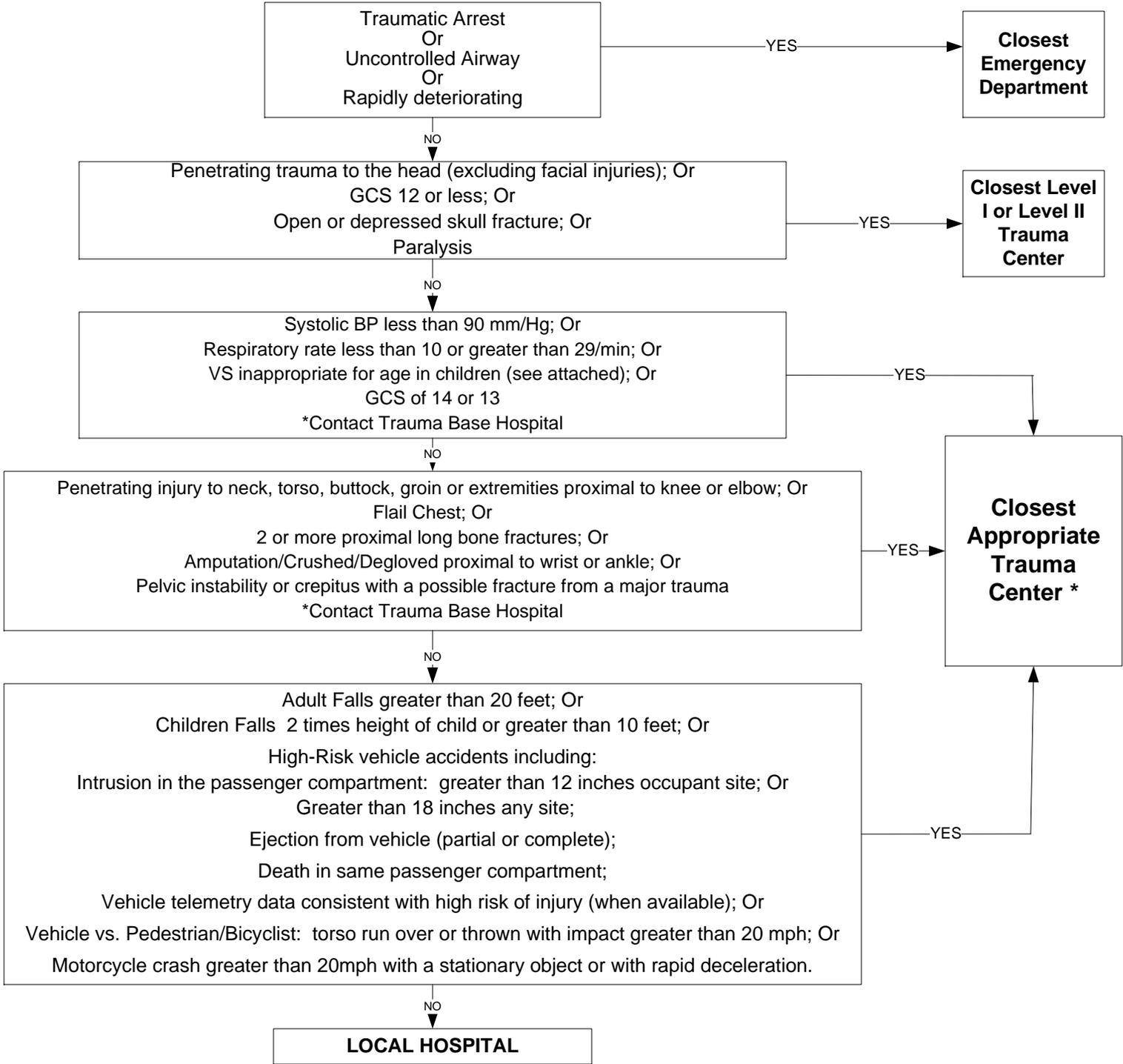
Patients in the following categories may benefit from trauma center care:

- Age: risk of injury for patients is increased after age 55 and under age 15
- Anticoagulation and bleeding disorders
- Dialysis patients
- Burns with trauma (e.g. explosion with burns)

* Patients less than 15 years of age are considered pediatric and should be transported to the closest Pediatric Trauma Center.

* Pregnancy 20 weeks or greater should be transported to the appropriate facility with OB capabilities.

Paramedics are to use clinical judgment in each case and may contact Base Hospital for physician consult when needed.



SOLANO COUNTY PREHOSPITAL TRAUMA TRIAGE ALGORITHM

Patients with uncontrolled airway, or traumatic arrest, should be taken rapidly to the closest Solano County receiving hospital. Similarly, trauma patients who are rapidly deteriorating on the brink of arrest may need to be taken to the closest facility if conditions (traffic, distance, available air ambulance) are unfavorable for rapid transport to a trauma center.

Patients meeting these criteria are considered major trauma patients and should be transported quickly to the nearest trauma center. A major trauma patient less than 15 years of age should be taken to the nearest pediatric trauma center.

Patients with injuries or deficits that may indicate need for immediate neurosurgical intervention should be taken to the nearest level I or level II trauma center.

If the primary paramedic feels that a patient not meeting criteria as a major trauma patient has injuries which may exceed the capabilities of the patient choice or closest hospital, and would likely benefit from direct transport to a Trauma Center, then the case should be discussed with the trauma base hospital physician based on geographic area. Using Mechanism of Injury criteria for trauma center destination decisions alone is not always predictive of injury; if during the paramedic's assessment they determine the patient may not have any injuries trauma base physician consultation may be made to alter the destination. **NOTE: The trauma base station physician does not need to be contacted for trauma destination but is always available to assist.**

Trauma Base for **area southwest** of Lagoon Valley Road is NorthBay Medical Center 707-646-5804

Trauma Base for **area northeast** of Lagoon Valley Road is Kaiser Hospital, Vacaville 707- 452-9892

Pediatric Vitals: threshold for transfer to trauma center:

<u>AGE</u>	<u>HR</u>	<u>RR</u>	<u>BP</u>
0 – 6 months	greater than 150	greater than 50	
7 – 11 months	greater than 140	greater than 40	
1 – 2 years	greater than 130	greater than 40	less than 75/50
2 – 6 years	greater than 120	greater than 30	less than 80/55
6 – 12 years	greater than 110	greater than 20	less than 90/60
12 – 15 years	greater than 100	greater than 16	less than 90/60

A trauma patient less than 15 years of age who meets criteria for transportation to a trauma center should be taken to a Pediatric Trauma Center. Those patients 15 years of age or older who are physiologically similar to adults may be transported to an Adult Trauma Center.

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Meeting Date: 1/14/2016

II. REGULAR CALENDAR

c. Consider Request from Fire Chiefs Regarding Public Private Partnership (PPP) Associated Contract Language Change to Allow Cost Recovery

BACKGROUND: On July 17, 2015, the Fire Chiefs of the Public Private Partnership (PPP) Member Cities approached EMS staff to request modification to the Agreement for First Response Advanced Life Support (ALS) Non-Transport Services, incorporated by reference into the PPP Agreement. Specifically, a request was made to remove or modify language from the ALS Non-Transport Agreement which prohibits PPP member cities from the collection of other revenues for providing ALS services. Exhibit II-C-1- Memorandum from Benicia Fire Department. Exhibit II-C-2 - Agreement for First Response Advanced Life Support (ALS) Non-Transport Services.

With the introduction of Senate Bill 534, public safety agencies would be afforded the opportunity to seek reimbursement from the Centers for Medicare & Medicaid Services for costs of providing ground emergency medical treatment and paramedic services as first responders.

In order for the PPP Member Cities to avail themselves to these potential new funds, removal or modification to the ALS Non-Transport Agreement is necessary. Specifically, Section 7 “Fees”, which reads:

“(Fire) Department(s) shall not charge a patient fee for services except for ALS supplies used on a patient which are not replaced by exchange with an ALS Transport provider or a hospital. Nothing in this agreement precludes the (Fire) Department(s) from charging for non-treatment emergency response services (e.g., HAZMAT, confined space rescue, extrication, DUI).”

Although the current status of Senate Bill 534 is held in committee, the Fire Departments of the PPP Member Cities have provided data which displays that the cost of providing services have continued to rise since 2010. The current funding to the PPP Member Cities for ALS response is an Annual Dollar Allocation provided from the Exclusive ALS Provider. This amount was calculated based on the cost savings of the Exclusive ALS Provider in 2010 and has not increased since that time. EMS Staff concur that there has been an increase in personnel and call volume, and thus an increase in costs with the Fire Departments of the PPP Member Cities.

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California Health and Safety Code Section 13916, permits fire protection districts to charge a fee to cover the cost of any service which the district provides, where no fee shall exceed the costs reasonably borne by the district in providing the service for which the fee is charged. The opportunity to seek other revenues, such as a first responder fee, should be a decision left up to their respective cities as they deem necessary. This idea is evident in the growing number of fire districts across the state whose municipalities have begun charging first responder fees.

DISCUSSION: In July 2015 four city Fire Chiefs requested modification be made to the Agreement for First Response Advanced Life Support (ALS) on-Transport Services, that is an attachment to the Public Private Partnership Agreement, to allow for cost recovery for medical services rendered in the field. The request was based upon the projected passage of Senate Bill 534, Pan. The bill was held in committee and is now a two-year bill. Subsequently, at the October 2015 SEMSC Board Meeting, the Fire Chiefs indicated this request is not solely associated with passage of SB 534, rather it is an essential cost recovery mechanism for their jurisdictions.

DIRECTION: EMS Staff recommends and supports the removal of Section 7 of the Agreement for First Response Advanced Life Support (ALS) Non-Transport Services to allow Fire Departments to bill a first responder fee for documented, unrecovered costs not reimbursed through the Public Private Partnership Agreement.

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

BOARD ACTION:

Motion:

By: _____ 2nd: _____

AYES:

NAYS:

ABSENT

ABSTAIN



THE CITY OF
BENICIA
CALIFORNIA

MEMORANDUM

DATE: July 17, 2015
 TO: Ted Selby, EMS Administrator
 FROM: Jim Lydon, Benicia Fire Chief on Behalf of the Public Private Partnership
 Member Cities *JL*
 SUBJECT: First Responder Fee

RECOMMENDED ACTION

Present a motion to amend or remove language in Exhibit B (ALS Non-Transport Agreement), Section VII (Fees) of the Solano Emergency Medical Services Cooperative agreement at the July 30, 2015 meeting of the SEMSC Board. If passed with a majority vote of the Board, this motion will provide an opportunity for member cities to present this concept to their respective City Councils for discussion and/or approval.

STATEMENT OF ISSUE

AB 2577 was vetoed last year but has been reintroduced as SB 534. If the new bill passes, non-transporting fire departments will be able to bill for the same medical funds that transporting departments were granted under the GEMT bill, AB 678. In order for non-transporting fire departments to capture this revenue, they must already have a cost recovery system in place before this bill goes into effect on January 1, 2016.

DISCUSSION

Historically, the member cities provided fire suppression and first responder emergency medical services as a part of the normal package of services funded by property taxes rather than fees. However, as the cost of providing services continues to rise and local governments face difficulty funding basic services, fire agencies in California and across the nation have begun to examine and enact fees for a variety of services previously supported by property taxes alone. The principal rationale for fire service fees is that local government fire department services have expanded well beyond the traditional fire suppression generally supported by property taxes. The change in balance from fire suppression to medical services has shifted the rationale for financing fire department operations from primarily property-related taxes to a combination of property taxes and user fees. Having the ability to charge first responder fees will create a more sustainable organization by providing revenue sources beyond taxes. New legislation has the potential to provide additional funding mechanisms to non-transporting fire departments via SB 534. These first responder fees will allow the member cities to be

Memo to Ted Selby, EMS Administrator
Re: First Responder Fee
July 17, 2015

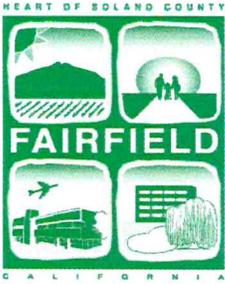
reimbursed by insurance companies for the costs associated with patient assessment and treatment provided at the scene.

While billing insurance companies for fire services will help ease the financial pressure on the cities, the program will not seek to recover costs from citizens or business owners themselves. The billing agent will send a courtesy copy of the fee invoice to individuals for whom service was provided, but this is only to inform the individual that the City has billed their insurance provider. For individuals with health insurance, their companies will be billed a first responder fee. Under the Fair Trade Act, providers do not have discretionary billing privileges: all responses where an Advanced Life Support assessment is performed will receive a bill for services rendered. A "Compassionate Billing Concept" will be utilized, accepting the insurance payment as payment in full. In cases where patients do not have health insurance, the patient will not be held responsible for payment.

In addition, rather than implementing our own billing system, Medic Ambulance has already expressed an interest which would alleviate crews from obtaining any billing information on scene. While the actual returns are somewhat unpredictable at this point, it is critical for the member cities to obtain cost recovery where it is reasonable and prudent.

JL





CITY OF FAIRFIELD

Founded 1856

Incorporated December 12, 1903

FAIRFIELD FIRE DEPARTMENT
1200 KENTUCKY STREET
FAIRFIELD, CA 94533

707.428.7375
FAX: 707.399.0860

Home of
Travis Air Force Base

COUNCIL

- Mayor
Harry T. Price
707.428.7395
- Vice-Mayor
Chuck Timm
707.429.6298
- Councilmembers
707.429.6298
- Pam Bertani
- Catherine Moy
- Rick Vaccaro

•••
City Manager
David A. White
707.428.7400

•••
City Attorney
Gregory W. Stepanicich
707.428.7419

•••
City Clerk
Karen L. Rees
707.428.7384

•••
City Treasurer
Oscar G. Reyes Jr.
707.428.7498

DEPARTMENTS

City Manager's Office
707.428.7400

•••
Community Development
707.428.7461

•••
Community Resources
707.428.7465

•••
Finance
707.428.7498

•••
Fire
707.428.7375

•••
Police
707.428.7362

•••
Public Works
707.428.7485

July 17, 2015

Solano County Emergency Medical Services Cooperative
275 Beck Avenue, MS 5-240
Fairfield, California 94533-6804

I am writing in support of the removal or modification of Exhibit B Section 7 of the Public Private Partnership. This section restricts participating member cities from billing for the reimbursement of costs associated with providing first responder Advanced Life Support. Due to the rising costs of providing this service, the Fire Department needs to entertain every avenue of cost recovery. It is my belief that each individual member city should have the option to institute a first responder fee to support this vital program.

I would like to thank the Benicia Fire Department for bringing this item to the Solano County Emergency Medical Services Cooperative.

Sincerely,

STEVE TREPAGNIER
Deputy Chief

ST:lsc

MAYOR JACK BATCHELOR, JR.
VICE MAYOR JERRY CASTAÑON, SR.
COUNCILMEMBER TED HICKMAN



COUNCILMEMBER STEVEN BIRD
COUNCILMEMBER SCOTT PEDERSON
CITY TREASURER DANE BESNEATTE

Friday, July 17, 2015

Solano Emergency Medical Services Cooperative
275 Beck Avenue, MS 5-240
Fairfield, CA 94533-6804

RE: ALS Non-Transport Agreements- Proposed Modification

Dear SEMSC:

I am writing in support of the removal or modification of Section 7 of our Advanced Life Support Non-Transport Agreement.

This section restricts cities from billing for the reimbursement of costs associated with providing first responder Advanced Life Support services. Due to the rising costs associated with providing these services, municipalities need to have all options available to them should an individual City choose to pursue recovery of these costs in the form of a first responder fee.

I would like to thank the Benicia Fire Department for bringing this item forward to the Solano Emergency Medical Services Cooperative on behalf of the Public Partnership Fire Departments. Thank you for your consideration of this matter.

Regards,

A handwritten signature in blue ink, appearing to read "Aaron J. McAlister".

Aaron J. McAlister
Fire Chief

cc: PPP Fire Chiefs
Dixon City Manager Jim Lindley

City of Dixon
Fire Department

205 Ford Way • Dixon, California • 95620-3162
(707) 678-7060 • FAX (707) 678-4251 • TDD (707) 678-1489



VALLEJO FIRE DEPARTMENT

970 Nimitz Avenue, Vallejo, California 94592

Main 707.648.4526 Fax 707.648.5289

July 16, 2015

Solano Emergency Medical Services Cooperative
275 Beck Avenue, MS 5-240
Fairfield, CA 94533-6804

Re: Modification of Agreement for First Response Advanced Life Support Agreement

Dear Sirs:

I am writing in support of the proposal to modify Section 7 of the Agreement for First Response Advanced Life Support. The section restricts the agencies providing First Response Advanced life support unnecessarily and cuts off options for the providers, of this important service, that would otherwise be available to each entity. The decision to recoup costs is better left to the entity providing the service. Each entity has a set of unique circumstances that must be considered carefully in making the decision. It is my feeling that each entity should have the ability to exercise their options individually.

I would like to thank the City of Benicia for bringing the issue to the Solano Emergency Medical Services Cooperative and thank the Board in advance for their consideration.

Sincerely,



JACK McARTHUR
Fire Chief

SOLANO EMERGENCY MEDICAL SERVICES COOPERATIVE

**AGREEMENT FOR FIRST RESPONSE ADVANCED LIFE
SUPPORT (ALS) NON-TRANSPORT SERVICES**

THIS AGREEMENT is made and entered into as of the 9th day of September, 2011, by and between the Solano Emergency Medical Services Cooperative, a Joint Powers Authority (hereinafter referred to as "SEMSC"), and the City of Benicia, on behalf of the participating Fire Department (herein referred to as "Department").

RECITALS

WHEREAS, Solano County is authorized by law to develop an emergency medical services system and has designated the Department of Health and Social Services, Division of Public Health as its Emergency Medical Services Agency (hereinafter "EMS") pursuant to the Emergency Medical Services and Prehospital Care Personnel Act (Health & Safety Code § 1797 et seq); and

WHEREAS, SEMSC has been designated by the Solano County Board of Supervisors as the local Emergency Medical Services Agency for Solano County and is authorized by California law to oversee and regulate the Solano County emergency medical services system; and

WHEREAS, ALS Service Providers are required by law to have a written agreement with the Local EMS Agency (LEMSA) for authorization to be an ALS Provider in accordance with California Code Title XXII, Div 9, Paramedic Regulations, and;

WHEREAS, this Agreement is the vehicle utilized by the SEMSC to fulfill said regulatory requirement for providers of First Response Advanced Life Support (ALS); and

WHEREAS, the Department desires to provide such services according to the terms and conditions of this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1.0 DEFINITIONS

1.1 At Scene

“At Scene” is defined as the time when a unit is physically at the scene and staff notifies dispatch. If the unit responds to a location other than the scene (e.g., staging areas for hazardous materials/violent crime incidents or non-secured scenes), arrival at scene will be the time of arrival at the designated staging location.

1.2 Operating Areas

The “Operating Areas” for each Department is the territory for which the Department has a primary response obligation and which is identified in map(s) provided to the SEMSC as part of the process to be approved as an ALS provider in accordance with EMS Agency policy.

1.3 Mutual Aid

“Mutual Aid” is a request for immediate response to a major incident which has overwhelmed or exceeded the resources of another provider or agency.

1.4 Response Times

“Response Times” are measured from the time of alert of the fully ALS-equipped apparatus, engine company or other designated fire unit to the arrival of said unit at the scene of the incident.

2.0 SERVICE

2.1 Scope of Services

SEMSC hereby engages Department to perform services enumerated in this Agreement and all exhibits attached thereto.

2.2 In general, Department shall:

2.2.1 Provide 100% coverage twenty four (24) hours a day, three hundred sixty five (365) days a year with ALS First Response unit in Department’s jurisdiction.

2.2.2 Respond to all requests for medical aid or assistance within their respective operating area jurisdiction as described in maps supplied per section 1.2.

2.2.3 Participate in the development of value-added services as may be needed to maintain the fiscal and service viability of SEMSC.

2.3 Permits and Licenses

At its sole cost, Department shall obtain all necessary permits and licenses required to initiate and render services under this agreement.

2.4 Deployment Plan

Department shall submit to SEMSC for review, at least fifteen (15) days prior to implementation, Department’s plan, or updated plan should a plan

already be on file with the EMS Agency, detailing deployment methods and unit levels to provide coverage within their respective operating areas.

3.0 PERSONNEL

- 3.1 Each fire apparatus or other response vehicle used for ALS First Response must be staffed with at least one (1) licensed and locally accredited Emergency Medical Technician – Paramedic (EMT-P).
- 3.2 Exemptions from minimum staffing levels:
 - 3.2.1 During a locally declared disaster (as defined in SEMSC guidelines and/or the Department’s Emergency Plan), Department will be exempt from providing Advanced Life Support/Paramedic level staffing if paramedic level personnel resources are exhausted or Department is unable to recall such personnel in a timely manner.
 - 3.2.2 Department will be exempt during special event and stand-by coverage utilizing a dedicated unit when such alternate level of service is acceptable to the special event/standby coordinator and Department has received prior written approval from SEMSC.
- 3.3 Department must schedule orientation for all EMT-P personnel to the Solano County EMS System within the first week of employment. This orientation is subject to review and approval by EMS and must be consistent with EMS policy.
- 3.4 Department’s personnel must acquire and maintain appropriate licenses, certifications and accreditations necessary to perform their duties. Department shall provide a listing of its personnel and licenses, certification and accreditation information to EMS. Department shall update the listing upon each change of EMT-P personnel, or annually, whichever occurs first.
- 3.5 SEMSC may demand the temporary removal of any person who is determined by the EMS Agency to be chronically incompetent or negligent from patient care or quality improvement responsibilities. This action will be temporary and subject to a final determination by the State EMS Authority in the matters of paramedic licensure or an Investigative Review Panel in matters affecting EMT personnel.

Such persons must not be reassigned by Department for delivery of EMS services without the prior written consent of SEMSC, but may continue to be used by the Department in other first responder duties, including the support of EMS personnel providing patient care. SEMSC must provide written documentation citing the specific reasons for exercising such rights relative to any given employee. The affected employee has the opportunity to appeal such removal to the SEMSC’s Medical Director. The Department must ensure that only qualified and competent personnel are assigned direct patient care responsibilities.

- 3.6 SEMSC shall adhere to all applicable laws, rules and regulations pertaining to disciplinary review and accreditation of personnel.
- 3.7 Department shall ensure that the clinical performance of their personnel is conducted in a manner consistent with the medical control authority and policies and procedures established by the SEMSC Medical Director.
- 3.8 The SEMSC Medical Director, with the concurrence of the SEMSC Board, may recommend rest standards for extended shifts and standards governing back-to-back shifts and mandatory overtime as necessary to protect patients from errors caused by exhaustion of field personnel. If such standards are developed by state regulation, such standards will automatically be accepted by both SEMSC and the Department.
- 3.9 Department shall ensure that their personnel know their operating area and are aware of applicable response time requirements for each area.

4.0 TERM OF PERFORMANCE

- 4.1 This agreement will commence at 00:01 hours beginning _____, _____ and be valid for the duration of the Solano County Master Agreement for Advanced Life Support Ambulance Services, and will expire at 00:01 hours on May 1, 2015.

4.1.1 Contract Extension

Unless terminated by either party prior to May 1, 2015, this Agreement will be automatically extended for a period of ninety (90) days to allow for continuation of services and sufficient time to complete a novation or renewal contract.

5.0 TERMINATION AND SUSPENSION

5.1 Termination with Notice

5.1.1 A Department may withdraw from this Agreement without cause by providing a ninety (90) day written notice to the SEMSC.

5.2 Termination For Cause

Either party may terminate this Agreement at any time for cause for substantial breach of provisions endangering public health and safety.

5.3 Termination by SEMSC for Major Breach

5.3.1 Department's failure to operate its emergency medical services program in a manner which enables SEMSC and Department to remain in substantial compliance with the requirements of federal, state and local laws, rules and regulations;

5.3.2 Chronic or persistent failure of Department's employees to conduct themselves in a professional and courteous manner where Department fails to take reasonable remedial action;

5.3.3 Department's failure to substantially and consistently meet or exceed the clinical performance standards required herein;

- 5.3.4 Department's failure to participate in the Quality Assurance/Quality Improvement Program of EMS, including, but not limited to, investigation of incidents and implementation of corrective action;
 - 5.3.5 Department's failure to maintain equipment or vehicles in accordance with good maintenance practices;
 - 5.3.6 Department's chronic or persistent failure to correct any minor breach;
 - 5.3.7 Department's failure to cooperate and assist SEMSC in the investigation or correction or any minor or major breach; or
 - 5.3.8 Any other willful act or omission by the Department that endangers public health or safety.
- 5.4 SEMSC Responsibilities
In the event of termination, SEMSC must comply with all laws respecting reduction or termination of prehospital medical services.
- 5.5 Minor Breach
- 5.5.1 Minor infractions of federal, state or local laws and regulations will constitute a minor breach of this Agreement.
 - 5.5.2 Non-compliance with EMS Agency Policy & Procedures or provisions of the Agreement will constitute a minor breach of this agreement
 - 5.5.2.1 The EMS Agency shall provide the Department with timely written notice of any minor breach and the right to cure such breach within 30 days after such notice. The failure to correct minor breaches for which the Department has received written notice and an opportunity to cure on more than three (3) occasions within a twelve (12) month period will constitute cause for termination of this contract.
 - 5.5.2.2 The EMS Agency may suspend the ALS Agreement with the Department for cause in lieu of determining major breach. Under suspension the Department is prohibited from providing ALS services. Any suspension issued by the EMS Agency may be appealed as described in Section 10.2 of this agreement.
- 6.0 DECLARATION OF MAJOR BREACH AND TERMINATION OF AGREEMENT
- 6.1 If SEMSC determines that a major breach has occurred that endangers public health and safety, SEMSC may terminate this Agreement. If in SEMSC's opinion a major breach has occurred that the Department is capable of curing, SEMSC may provide Department a reasonable period of time to cure such deficiency.
 - 6.2 Department will be given an opportunity to dispute and/or appeal the termination in accordance with Section III of Exhibit C at which time the

Department may explain why this Agreement should not be terminated, however delay of termination shall be at the sole discretion of the SEMSC.

7.0 FEES

Department shall not charge a patient a fee for service except for ALS supplies used on a patient which are not replaced by exchange with an ALS Transport provider or a hospital. Nothing in this agreement precludes the Department from charging for non-treatment emergency response services (e.g., HAZMAT, confined space rescue, extrication, DUI).

8.0 INSURANCE

8.1 Except Workers Compensation, all insurance policies of the Department relevant to their ALS First Response Program must name SEMSC, its officers, agents and employees, including EMS staff, and the EMS Medical Director, individually and collectively, as additional insured.

8.2 Coverage for additional insured will apply as primary insurance and any other insurance, or self-insurance, maintained by SEMSC, its officers, agents, employees, including EMS staff and the EMS Medical Director(s), will be excess and will not contribute to insurance provided under Department's policies.

9.0 PERFORMANCE SECURITY

There shall be no requirement of the Department by SEMSC for a Performance Security.

10.0 CONTRACT ADMINISTRATION AND MONITORING

10.1 Quarterly payments as outlined in the Public Private Partnership Agreement are to be paid to the Department in accordance with the provisions outlined in said agreement.

10.1.1 EMS Agency will calculate payment due to Department and forward associated data and invoice form electronically to Department

10.1.2 Department will complete and return signed invoice form to EMS Agency requesting payment.

10.1.3 EMS Agency will maintain records and forward request for payment to Solano County Auditor Controller.

10.2 SEMSC shall utilize a multi-layered system to enforce the terms and conditions of this Agreement. The Department shall assume the initial role by ensuring that its personnel and equipment comply with the terms of this Agreement at all times.

10.3 The appeals procedure shall be as set forth in Exhibit C to this Agreement.

11.0 GENERAL PROVISIONS

11.1 NOTICE

Any notice necessary in the performance of this Agreement shall be given in writing by personal delivery or by prepaid first-class mail addressed as follows:

**Solano County Emergency Medical Services
275 Beck Ave., MS 5-240
Fairfield, CA 94533-6804**

**Fire Chief or Designee
Benicia Fire Department
250 East "L" St.
Benicia, CA 94510**

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.

11.2 EXHIBITS

11.2.1 All exhibits referred to in this Agreement are incorporated herein by reference as though fully set forth.

11.2.2 This Agreement includes the following Exhibits:

- Exhibit A: Operations
- Exhibit B: Disaster Response/Training
- Exhibit C: Appeal Policy and Procedure
- Exhibit D: EMS Policy and Procedure Manual
- Exhibit E: Physician Liaison Agreement

11.2.3 This Agreement may be amended by the addition or deletion of Exhibits as mutually agreed by the SEMSC and the Department.

11.3 Limitations of Liability

11.3.1 In no event will a party to this Agreement be liable to the other party for any reason whatsoever in an amount exceeding four million dollars (\$4,000,000.), in the aggregate concerning all claims or causes of action arising from or in any way related to this Agreement.

11.3.2 The foregoing does not limit the liability of either party to the extent that such party is fully indemnified or otherwise made whole pursuant to insurance policies required by this Agreement

11.4 Severability

If any of the provisions of this Agreement are declared invalid, such provisions will be severed from this Agreement and the other provisions

will remain in full force and effect. The Department and SEMSC will negotiate successor provisions which will lawfully fulfill the intent of the severed provisions.

11.5 Indemnification by Department

11.5.1 Department shall indemnify and hold harmless SEMSC and their employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of Department, its employees or agents.

11.5.2 Department shall indemnify SEMSC against any claims arising from licensed programs or licensed materials furnished by Department which infringe a U.S. patent, copyright, or other proprietary right of a third party.

11.6 Indemnification by SEMSC

11.6.1 SEMSC shall indemnify and hold harmless Department and their employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of SEMSC, its employees or agents.

11.7 Compliance with Law

11.7.1 The Department shall comply with all federal, state and local laws and regulations applicable to its performance as ALS First Responders, including EMS Policies and Procedures.

11.7.2 The Department shall obtain and maintain in current order copies of the Solano County EMS Agency Policy and Procedures Manual and Special Memoranda from the EMS Agency.

11.8 Inspection

11.8.1 Authorized representatives of SEMSC, the state, and the federal government may inspect and audit Department performance, place of business and records pertaining to this Agreement.

11.8.2 At any time during normal business hours, and as often as SEMSC deems necessary, representatives from SEMSC, including EMS representatives and the EMS Medical Director(s), may directly observe Department operations as it relates to the provision of ALS First Response.

11.8.3 The Department shall make provisions so that an SEMSC representative, including EMS representatives and the EMS Medical Director(s), may, at any time, "accompany" a responding Department unit to a medical call. This may include the use of a command vehicle to respond in tandem. The SEMSC or its representative shall observe polite conduct and noninterference with employees' duties at all times.

11.9 Litigation

Department shall keep SEMSC informed at all times as to litigation, or reasonable expectations of litigation, insofar as it pertains to Department's operations under this Agreement or the potential to impact a Department's ability to satisfy the requirements of this Agreement. This requirement is binding until such litigation is satisfied or the Agreement expires, whichever event occurs last.

12.0 ENTIRE AGREEMENT

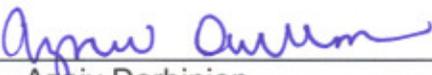
This Agreement, including any exhibits referenced herein, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by SEMSC or the Department other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

SOLANO EMERGENCY MEDICAL SERVICES
COOPERATIVE, A Joint Powers Authority

BY:  8/31/11
Birgitta Corsello, Chair

APPROVED AS TO FORM

By: 
Azniv Darbinian
Assistant County Counsel
Attorney for SEMSC

By: 
Clerk of the Board

CITY OF BENICIA


City Manager

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

APPROVED AS TO SUBSTANCE:

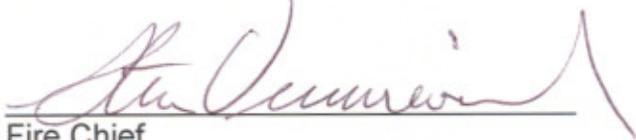

Fire Chief

EXHIBIT A OPERATIONS

I. ALS APPARATUS

A. STAFFING

At a minimum, each ALS unit responding to an EMS 911 request must have: One (1) licensed, locally certified accredited Emergency Medical Technician Paramedic (EMT-P).

B. VEHICLES

1. Shall maintain and provide to SEMSC a complete listing of all vehicles (including reserve vehicles), to be used regularly as ALS First Response Units, including license and vehicle identification numbers.
2. All vehicles shall be equipped and supplied as required by EMS Agency Policy & Procedure for ALS Non-Transporting Units.

C. VEHICLE MARKINGS AND ADVERTISING RESTRICTIONS

1. All advertising and vehicle marking must emphasize the "911" emergency telephone number.
2. All Advanced Life Support vehicles used by Department must indicate "Paramedic Unit" and "911" emergency telephone number on each vehicle.

II. DATA COLLECTION AND PERFORMANCE REPORTING

A. Department's data collection and reporting system must comply with applicable EMS policies and meet the following minimum standards:

1. Department shall ensure that sufficient resources in terms of qualified personnel and provisions for adequate hour allocations are available so data entry and related functions can be accomplished;
2. Department shall comply with all EMS documentation requirements relating to response and patient care, including, but not limited to, Prehospital Care Reports, "Refusal of Medical Assistance/Against Medical Advice" Summary Audits and Field Advisory Report/Unusual Occurrence (FAR/UO) forms;
3. Department shall make Field Advisory Report/Unusual Occurrence (FAR/UO) Forms and QA/QI report forms available to its personnel and shall encourage the appropriate use of such forms in accordance with established EMS Policies & Procedures and Department's internal QA/QI program; and
4. Department shall furnish its personnel with approved "Equipment Failure Report" Forms and encourage the appropriate use of such in accordance with Department's internal vehicle and equipment maintenance program.

Copies of such forms shall be provided to EMS within 30 days following the origination of the report. Department shall document its findings regarding the validity of such report and the measures taken to correct or eliminate the problem.

- B. Department shall provide data uploads of PCR data to the EMS Agency on a monthly basis via electronic medium (e-mail or electronic data transfer).
- C. Department shall supply Response Time Data from computer aided dispatch (CAD) on a monthly basis in electronic spreadsheet format (preferably Microsoft Excel®). In the event a Department is unable to comply with this provision, specific arrangements may be made with the EMS Agency for CAD Data submission.

III. QUALITY IMPROVEMENT

A. General Standards:

Department shall strictly adhere to any and all EMS Policies & Procedures, including those in force at the time of the execution of this Agreement and those which are subsequently adopted, with 30 days prior written notice to Department. The final interpretation of these policies and procedures rests with the SEMSC Medical Director.

- Department shall adhere to EMS Policies dealing with Field Advisory Reports (FAR), Documentation and Quality Improvement Policy Manual Section 2000).

B. Medical Care Personnel:

1. Department shall develop and maintain an internal quality improvement program for medical care personnel. This program must, at a minimum, conform to the requirements identified in EMS Policy 2203 and include the following:
 - a. Review of all incident reports and cooperation with EMS officials to generate data on system performance;
 - b. A Quality Improvement Coordinator to review documentation and performance of pre-hospital care personnel with the goal being identification and resolution of EMS system and intra-agency issues;
 - c. Observation and evaluation of EMTs and Paramedics in the field who routinely have direct patient care responsibility, including patient assessment, diagnosis, protocol selection and compliance and procedural competency; and
 - d. Quality Improvement activities must include involvement and approval by the Department's physician liaison or equivalent.

2. The Quality Improvement Coordinator shall provide monthly reports to EMS that includes issues/areas reviewed, problems identified and corrective action taken or recommended.

IV. SYSTEM COMMITTEE PARTICIPATION

- A. Department shall formally designate personnel to participate in the appropriate County EMS Committees and related sub-committees.
 1. Prehospital Care Committee/Continuous Quality Improvement Committee (PCC/CQI).
 2. Physicians Forum (The Department Medical Director shall regularly attend this meeting).
 3. Pre-TAC.
 4. STEMI.
- B. Department shall be an active participant in the EMS system and comply with all applicable federal, state and local laws, regulations and policies and procedures that now exist or may hereafter be enacted, including, but not limited to, those related to medical control, quality assurance, special incident reporting, data collection and evaluation, dispatch and communications. Any local laws, regulations and policies and procedures that now exist or are enacted after the date of this Agreement must be consistent with state and federal law.

V. INQUIRIES AND COMPLAINTS

- A. Department shall provide prompt response and follow-up to inquiries and complaints in writing. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.
- B. On a monthly basis, Department shall submit to EMS a list of all complaints received regarding EMS Service and the appropriate disposition/resolution.

VI. PATIENT RIGHTS

Department shall develop and maintain patient rights policies, which shall provide the following, at a minimum:

- A. Fast, effective medical treatment of the patient regardless of the patient's ability to pay;
- B. Appropriate information regarding the treatment needed with the right to refuse any treatment or service;
- C. Full explanation of methods or procedures about which the patient or patient representative has questions;

- D. Confidential treatment of patient medical records; (HIPAA Compliance);
- E. Retention of patient records and patient access to his or her records; and
- F. Active listening to the patient at the scene and during any necessary transport, if applicable, and answering all questions promptly.

EXHIBIT B PREHOSPITAL DISASTER RESPONSE & TRAINING

It is understood that disaster response is a core function of the Department. The purpose of this exhibit is not to alter any requirements or operational parameters of SEMS or the Department's Emergency Response Plan. The purpose of this exhibit is to emphasize the Department's role as an Advanced Life Support (ALS) provider in disaster situations.

The SEMSC Medical Director and the Office of Emergency Services (OES) Coordinator for Solano County shall communicate and coordinate with each other in the event of a locally declared disaster in accordance with the provisions of SEMS and emergency response plans of the operational area.

I. DISASTER RESPONSE

- A. During a local disaster as defined by the Department's emergency and/or disaster plan, Department may be released from response time performance requirements, including late run penalties, until notified by the SEMSC Medical Director or his/her designee, that disaster assistance may be terminated. While on scene, Department personnel shall perform according to local disaster protocols.
- B. During the course of the disaster, Department shall use its best efforts to restore local first response ALS coverage.

II. DISASTER TRAINING

Department shall participate in training programs, exercises, and emergency planning meetings designed to upgrade, evaluate and maintain readiness of the system's disaster and multi-casualty response system.

EXHIBIT C APPEALS POLICY AND PROCEDURE

Departments shall have the following process to appeal disagreements regarding interpretation and enforcement of this Agreement and EMS Agency Policies & Procedures, and sanctions for non-compliance with same.

- I. **APPEAL TO THE EMS AGENCY ADMINISTRATOR**
The EMS Agency Administrator will be the first level of appeal. Concerns and issues should first be brought to the Administrator for review and resolution.

- II. **APPEAL TO THE PUBLIC HEALTH OFFICER**
 - A. Department has the right to appeal the findings and decisions of the EMS Agency Administrator to the Public Health Officer.
 - B. Within fifteen (15) days of mailing of written notification of findings and/or proposed resolution by the EMS Agency Administrator of the issue(s), the Department shall submit a written request for review which contains an explanation of the reason(s) why Department disagrees with the findings of the Administrator and the Department's intent to appeal same to the Public Health Officer.
 - C. Within fifteen (15) days of mailing of the request for review, the Public Health Officer shall review the request and make a written response of each issue to the Department, with a copy to SEMSC.

- III. **APPEAL TO THE SEMSC BOARD OF DIRECTORS**
 - A. Department shall have the right to appeal the ruling of the Public Health Officer by making a written request for a formal hearing before the SEMSC Board of Directors within fifteen (15) days after the Department receives written notification from the Public Health Officer of his or her determination and findings.
 - B. Upon timely receipt of a written request for a hearing, the SEMSC Board of Directors shall set a date and time for a hearing to be held within thirty (30) days of receipt of such request.
 - C. At least fifteen (15) days before the hearing date, the SEMSC Board of Directors shall send written notice to Department of the date, time, and location for the hearing.
 - D. At the hearing, the SEMSC Board of Directors shall consider all evidence related to the determination and findings of the Public Health Officer.
 - E. Department may present both oral and written evidence at the hearing explaining the Department's position. Department may also submit a written statement to the SEMSC Board of Directors prior to the hearing which shall be submitted at least 72 hours in advance.

- F. Upon conclusion of the hearing, SEMSC shall sustain, reverse or modify the determination and findings of the Public Health Officer with written findings explaining the factual and legal grounds for the Board's decision.

- G. The decision of the SEMSC Board of Directors shall be final.

**EXHIBIT D
EMS POLICY AND PROCEDURES MANUAL**

Incorporated by Reference.

EXHIBIT E
PHYSICIAN MEDICAL DIRECTOR AGREEMENT

- I. The Department shall have as part of its ALS Program a Physician Medical Director. This position must be a California-licensed physician possessing a current, valid Drug Enforcement Agency (DEA) license. This position may be shared with other Departments, agencies or providers.

- II. The Medical Director shall provide the Department with medical consultation, training and oversight for maintenance and administration of controlled medications. The Medical Director plays a key role in the on-going quality improvement efforts of all ALS First Responder providers in Solano County. Duties of the Medical Director must include, but not be limited to:
 - A. Attend the Solano County Physician's Forum meeting and play an integral role in the decision making process;
 - B. Provide oversight, as required by the DEA, for the housing and administration of controlled substances;
 - C. Provide paramedic consultation regarding prehospital care (post call follow-up);
 - D. Review and approve the Department's EMS Quality Improvement Program;
 - E. Provide on-going emergency medical services quality improvement training (meeting regularly with the department quality improvement coordinators and provide lectures, etc);
 - F. Participate in field ride-alongs; and
 - G. Regularly review patient care records for accuracy.

- III. Department shall have ninety (90) days from the date of implementation of this agreement to secure a Physician Medical Director. Department shall not be authorized to function more than ninety (90) days without a Medical Director responsible for the Department's ALS Program. Should the services of the Medical Director become unavailable, including notice by the Medical Director to no longer provide services to the Department, the Department shall, within five (5) business days of the loss of this service, or the probable loss of service, whichever is first, notify the EMS Agency Administrator in writing of the change or potential change in Medical Director coverage.

EXHIBIT F
RESPONSE TIME STANDARDS
PUBLIC PRIVATE PARTNERSHIP

I. PREMISE

The Department desires to enter into an arrangement wherein a portion of the ALS response effort required of the countywide ambulance franchise contractor (Medic Ambulance Service, Inc) is assumed by the Department in that the Department agrees to meet a specific response time standard as stated herein. The specific details of the arrangement between the Department and Medic Ambulance are described in the Public Private Partnership Agreement. This new arrangement is significant in that the Department's first response operations are no longer transparent to the system, but instead the system will now rely upon the performance of the Department. It is essential therefore, that performance measures be specific and some form of penalty for non-performance be included. This Exhibit describes the performance measures and penalties and is a binding modification to the Department's ALS Authorization Agreement.

II. RESPONSE PERFORMANCE STANDARDS AND REQUIREMENTS

- A. Response times are a combination of dispatch operations and field operations. SEMSC will allow the Department maximum flexibility in its methods of providing service. This is based upon the Department's commitment to perform to the response time standards. Appropriate response time performance is a result of the coordinated effort of the Department's total operation. Response times shall be measured in minutes and seconds and shall be time stamped by machine or computer aided dispatch (CAD). Response time standards do not apply to situations where units are canceled prior to arrival at scene.
- B. In multiple unit responses, the first arriving unit only will be held to response time standards.
- C. A response time standard of seven (7) minutes 00 seconds is the response standard measured for compliance.
- D. Response time shall be measured from the time of alert (alarm time) until arrival (on-scene time) of the responding ALS first response unit. In situations where the paramedic is responding on a separate vehicle, the arrival time shall be when both the paramedic and the required ALS equipment arrive on scene, whichever is later.

III. 911 RESPONSE

The response time standard for Code 3 response to a 911 priority call is seven (7) minutes and zero (0) seconds. Data is to be reported on a monthly basis. The minimum compliance requirement is 90%.

IV. CODE 2 REQUESTS

No response time standards shall apply for Code 2 responses.

V. RESPONSE CALCULATIONS FOR DOWNGRADES & UPGRADES

A. Downgrades:

Responses downgraded from Code 3 to Code 2 prior to on-scene arrival will not be included in the monthly Code 3 response time performance analysis.

B. Upgrades:

Upgraded responses will be assessed for compliance from time of upgrade.

VI. EXCEPTIONS TO RESPONSE TIME PERFORMANCE STANDARDS & REQUIREMENTS

A. EMS may grant an exception to response time performance requirements for calls where weather conditions, multiple response incidents such as Multi-Casualty Incidents (MCI's), Mutual Aid deployment, first alarms or greater, or other situations beyond Department's control and which cause unavoidable delay. All such calls shall be individually examined as to the staffing levels, dispatch and in-service times and other influencing factors (e.g., weather conditions).

B. To be eligible for an exception, Department must provide the EMS Agency with rationale for granting exception within 30 days of the occurrence.

C. Equipment failure or personnel error does not constitute grounds for exception to response time performance requirements.

VII. AUTOMATIC EXCEPTIONS

The following constitute an automatic exception to response time performance standards:

A. Cancellation prior to arrival at scene prior to seven minutes response time;

B. Severe weather which slows travel or impairs scene location in such a way that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from a delayed response;

C. Data recording errors when accurate information can be verified;

D. Inaccurate or incomplete address from the reporting party or PSAP;

E. Declared disaster or declared emergencies as defined in the California Government Code;

- F. Responses to unincorporated areas outside city limits, or responses to other districts that are unincorporated areas;
- G. Scene or incident access issues, such as confined spaces, ships, security gates, large residential, commercial and industrial complexes, hazardous materials, or incidents where responding units are staged for safety reasons;
- H. Greater alarm in progress;
- I. Automatic or mutual-aid to another jurisdiction;
- J. Unusual traffic conditions not due to an emergency incident;
- K. Traffic issues due to an incident that impede a response, such as traffic collisions, fires or other unexpected emergencies;
- L. Other issues as reasonably determined by the EMS Administrator on a case-by-case basis that impede a response to an incident.
- M. Responses to non-emergency or code-2 incident. This includes an incident where a responding unit is reduced to code-2 while enroute.

VIII. DELAYED RESPONSE DOCUMENTATION

- A. Department shall document each instance of response time in excess of the performance requirement and must explain the reason for the delayed response;
- B. Delayed response documentation must be provided to EMS on a monthly basis; and
- C. Department shall take all steps necessary to eliminate the cause of poor response time performance and, upon request of SEMSC must provide a summary of such actions.

IX. REPORTS

Within ten (10) business days after the first of each calendar month, Department shall provide reports detailing its performance during the preceding month as it relates to each of the performance requirements and response zones. This report must conform to other data reporting requirements of the Department as an ALS Provider.

X. FINES & PENALTIES

- A. This Agreement provides for financial deductions from the Department's anticipated compensation under the Public Private Partnership Agreement for failure to meet required standards. If the Department's compliance for the month exceeds the 90% compliance standard fines will be waived as referenced in Master Agreement point 7.2. If the departments overall compliance for the month is below 90% all failed late calls will be assessed fines.
- B. EMS shall issue a fine and/or penalty for all performance failures that are determined to exceed the standard and are not the result of extenuating circumstances.

- C. The following are specific fines and penalties:
1. **Primary Responses:**
 - Individual response that exceeds the minimum response time: Fine of fifteen dollars (\$15.00) per minute. A response that is two or more times the applicable response time standard shall also incur a one thousand dollar (\$1,000.00) penalty in addition to the minute penalty.
 - Late fine proceeds are to be maintained in an account for use by participating departments supporting disaster training and preparedness efforts.
 - **Basic Life Support Response:** Response by a first-out vehicle with a Basic Life Support (EMT) level unit instead of an Advanced Life Support (Paramedic) level unit to a 911 emergency call: Fine of five hundred dollars (\$500.00) per incident.
 2. **Failed Response:**
 - Failure to respond or inability to respond: Fine of Five hundred dollars (\$500) per incident.
 3. **Failure to Properly Staff Unit:**
 - Knowing and willful failure to staff any ALS First Response Unit with properly and appropriately certified, accredited and licensed personnel: Fine of five hundred dollars (\$500) per incident.
 4. **Failure to Properly Equip/Supply Unit:**
 - Failure to meet the minimum required equipment and supply requisites as specified by federal, state or local law or regulation, including EMS policy and procedures: Fine of five hundred dollars (\$500) per occurrence and unit immediately removed from service until deficiency corrected.
 5. **Failure to Furnish Required Documentation:**
 - Failure to furnish information, reports or documentation as required (PCR, Dispatch); Failure to furnish the required information, report or document within reasonable time after notification by SEMSC.
 - A penalty of five dollars (\$5.00) may be assessed for each information, report or document. Such penalty shall not apply if reporting deficiency was beyond Department's reasonable control.
 6. **Mechanical Failure:**
 - Preventable mechanical failure of first response while responding to a 911 call: Fine of five hundred dollars (\$500) per occurrence.
- D. Minor Breach
1. SEMSC may impose a fine not to exceed five hundred dollars (\$500.00) per month for each minor breach of this Agreement that has not been cured within thirty (30) days from date of official notice being given by the SEMSC Medical Director or his/her designee.
 2. A minor breach shall be defined as failure to fulfill any of the terms and conditions of this Agreement which do not amount to a major breach, as defined herein.

3. Before minor breach fines are imposed, Department shall be given written notice by the SEMSC Medical Director or his/her designee, of the alleged minor breach and thirty (30) days to cure the breach or otherwise respond to the allegations.

E. Authority to Impose and Collect Fines/Penalties

The SEMSC Agency Administrator or his/her designee has the authority to impose and collect the fines and penalties provided by this Section 10 upon a determination that conditions exist which warrant such fines or penalties.

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