Coast Life Support District
Redwood Coast Medical Services

AGENDA

Joint Board of Directors Meeting Agenda

January 30, 2018, 10-11:30

CLSD Headquarters – Bill Platt Training Room

1. Call to Oder, Welcome & Introductions — Leslie Tittle

2. Adoption of the Agenda — Leslie Tittle

3. MHA Program Update
   Attachment #1 – PowerPoint Slides
   a. Development grant – 3 years, ~$300,000 per year
      i. Prevention & Wellness — Bonnie Noble
         1. Community Blood Pressure Screening
         2. Community Hypertension Education
      ii. Chronic Care Management — Bonnie Noble
         1. Self-Management Support Program
      iii. Access to Care
         1. Care Transitions — Heather Regelbrugge
         2. Specialty care — Diane Agee/Morgan Jolley
         3. Telemedicine (see Tele-Health Planning Grant)
      iv. Emergency Medical Services — David Caley
         1. RFED/ED status
   b. Planning grant – Tele-Health – 1 year, ~ $100,000 — David Caley/Bonnie Noble
      i. Other participants
         1. California TeleHealth Resource Center (CTRC)
         2. Partnership Healthplan of California (PHC)
      ii. Site Visit 12/11/2017
      iii. Kick off meeting 1/16/2018
   c. Next steps — Leslie Tittle/Alex Long

4. MOU addendum — Leslie Tittle
   Attachment #2 (MOU) & #3 (MOU Addendum)
   a. Review of original MOU
   b. Reason for addendum
   c. Addendum highlights
   d. Questions/discussion
   e. ACTION ITEM – approval of addendum by each entity needed. Deadline 2/15/2018

5. MHA becoming a non-profit entity — Leslie Tittle
   Attachment #4 (Information Summary)
   a. Reasons/Rationale
   b. Structure
      - Corporation
      - LCC
   o Questions/discussion
   o ACTION ITEM – approval from each entity needed to move forward. Deadline 2/15/18

Coast Life Support District
Redwood Coast Medical Services

ATTACHMENT #1 – MHA Update (PowerPoint Slides)

MHA
MENDONOMA HEALTH
ALLIANCE

A Rural Health Network

Joint CLSD/RCMS Board Update

January 30, 2018

Core Programs

Supporting Initiatives

MHA
MENDONOMA HEALTH
ALLIANCE

HRSA Grants Awarded on July 1, 2017

Development Grant – 3 years, approximately $300,000 per year
- Prevention & Wellness
- Chronic Care Management
- Access to Care
- Emergency Medical Services

Planning Grant – 1 year, approximately $100,000
- Telemedicine – Telehealth

MHA MENDONOMA HEALTH ALLIANCE

Time Line Since Grants Received

- July 1, 2017 awarded 2 HRSA Grants
- **July – August**
  - Set up MHA Office in EJC
  - Hire MHA Staff – Community Health Worker, Network Coordinator
  - Collaborate with SRMH on development of Care Transition program
- **August – October**
  - Implement Care Transition program
  - Recruit and interview for Network Director
  - Develop Community BP Screening & Education Programs
- **October – January**
  - Hire Network Director (start date February 20, 2018)
  - 11 Community BP screening sessions & 2 Community BP workshops
  - Design Chronic Condition Self Management program
  - Telehealth Site Visit & Kick off meeting

MHA MENDONOMA HEALTH ALLIANCE

Prevention & Wellness

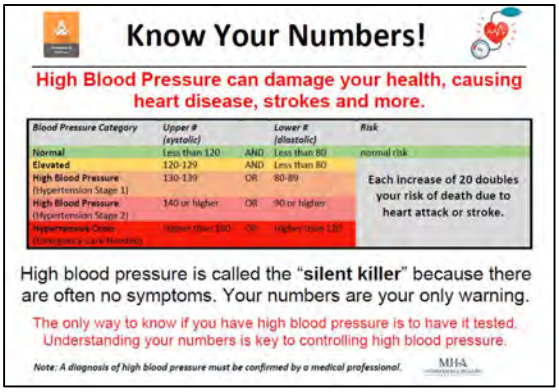
Hypertension

- **BP screenings**
  4 times a year – Oct, Feb, May, Aug
  2017 screenings: 170 in October
- **Community Educational Workshops**
  Nov, Mar, Jun, Sept
  Nov 2017 – ***What's with all the Pressure?***
  Mar 2018 – Nutrition
  Jun 2018 – Activity/Exercise
  Nov 2018 – Remote Patient Monitoring

MHA MENDONOMA HEALTH ALLIANCE

Prevention & Wellness

- Clinical Consultation – Dr. Mike Murphy
- Staff Training
- Referred to Provider

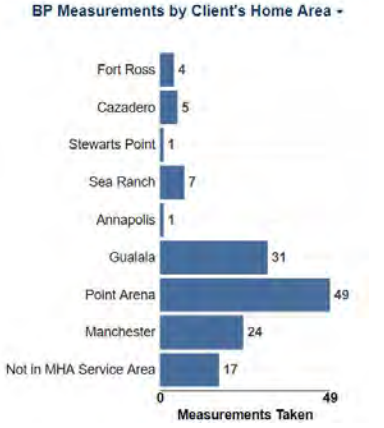


MHA MENDONOMA HEALTH ALLIANCE

Coast Life Support District
Redwood Coast Medical Services

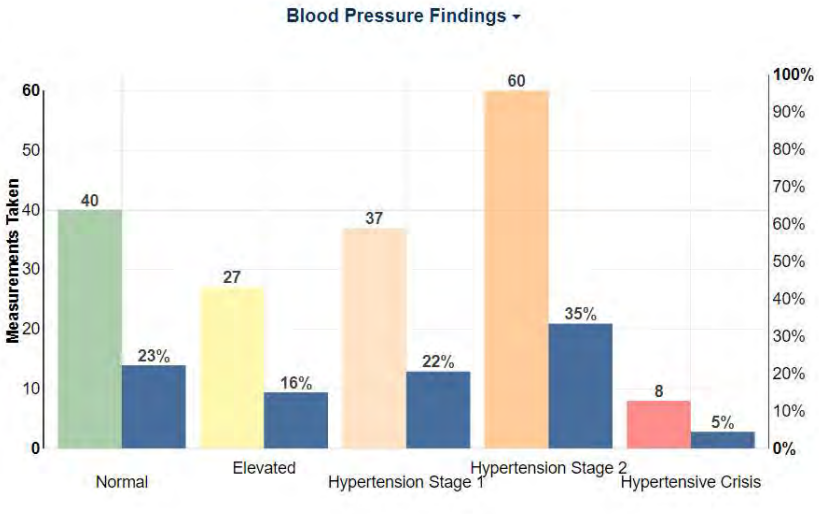
Prevention & Wellness

- BP Screening
  - 11 locations
  - 170 readings



MHA MENDONOMA HEALTH ALLIANCE

Prevention & Wellness

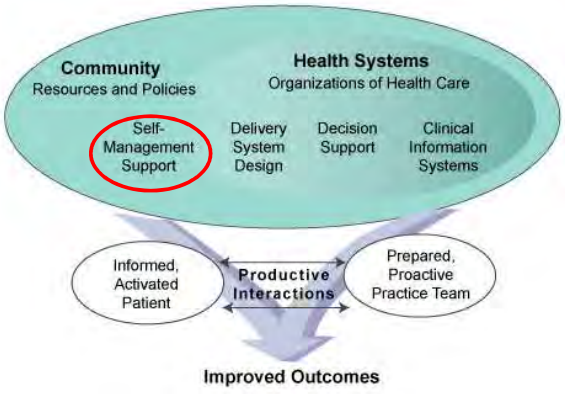


MHA MENDONOMA HEALTH ALLIANCE

Coast Life Support District
Redwood Coast Medical Services

Chronic Care Management

- **Hypertension Self-Management Support**
  - Identify Cohort – Stage 1 & 2
    - Recruit Participants
    - Self refer or referred by clinician
  - Program Design
    - Support Groups
    - Home Visits
    - Online Forums (Discussion Groups)
    - Home Monitoring
    - Telehealth Technologies
  - Measurement & Evaluation
    - Blood Pressure
    - Anti-hypertensive drug reduction
    - Hypertension Self-Care Assessment
      (Motivation, Efficacy, Behavior Change)
  - Consulting Experts
    - Mike Murphy, MD
    - Sid Stahl, PhD



Access to Care

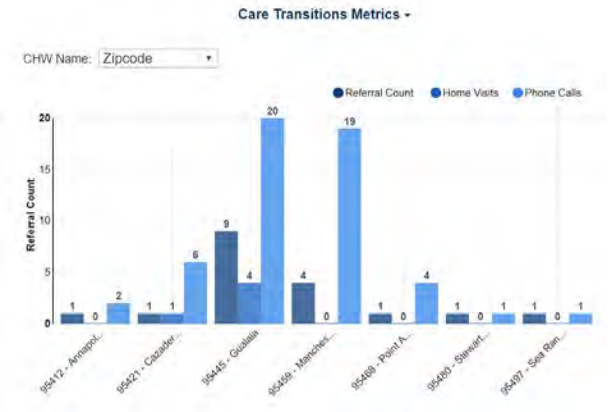
Care Transitions Program

- **Eric Coleman, MD Care Transition Interventions**
  - a 4 week program, patients and family caregivers work with a Transition coach to learn self-management skills that support the transition from hospital to home and decrease the risk of readmission.
- **MHA Collaboration with SRMH**
  Training & Mentoring
  Policies & Procedures
  Patient Education materials
  Ongoing support
- **Future Plans**
  MCDH
  Sutter

Access to Care

Care Transitions Program

- 18 Referrals
- 60+ Client Phone Calls
- 5 Home Visits



MHA MENDONOMA HEALTH ALLIANCE

Access to Care

- **Specialists at RCMS**
  - Mike Murphy, MD – Nephology, Hypertension expert
  - Thomas Degenhardt, MD – Orthopedic Surgeon (Sutter)
  - Potential Specialists - Cardiology
- **Transportation (to Santa Rosa, Fort Bragg, Ukiah)**
  - CRC – weekly van, individual drivers
  - Coastal Seniors – recently received county grant funds, program in development
- **Pharmacy**
- **Telehealth**

MHA MENDONOMA HEALTH ALLIANCE

Emergency Care Services

Work in progress with multiple moving parts

- Letter to CMS
- CVEMS designation
- Proforma on Urgent Care data for past 3 years
- Spot Bill

MHA MENDONOMA HEALTH ALLIANCE

Telemedicine – Telehealth Planning Grant

Health Information Exchange

Telehealth Solutions

- **Participants**
  - MHA, RCMS, CLSD, SRMH, Community Representatives
  - California Telehealth Resource Center (CTRC)
  - Partnership Healthplan of California (PHC)
- **Site Visit**
  - Shasta/Redding Clinic
  - December 19, 2017
- **Kick off meeting**
  - January 16, 2018 – Santa Rosa
- **Grant Deliverables**

MHA MENDONOMA HEALTH ALLIANCE

Next Steps

- MOU Addendum
- Non-profit designation
- Community Outreach and Feedback
  - Focus group – Hispanic community
  - Community survey & forums
- Clinician Feedback
- Identify additional area(s) of outreach based on community and clinician feedback

MHA MENDONOMA HEALTH ALLIANCE

MHA MENDONOMA HEALTH ALLIANCE

ATTACHMENT #2 - MOU

MEMORANDUM OF UNDERSTANDING
Among Redwood Coast Medical Services, Coast Life Support District and Santa Rosa Memorial Hospital
For the Establishment of the Mendonoma Health Alliance as a vertical medical network, to Consult, Collaborate and Coordinate on Primary Care, Urgent Care and Emergency Medical Care Services in Sonoma and Mendocino Counties, including Delivery Systems and Funding Sources in order to improve local access to wellness education, prevention services and quality healthcare through creative solutions with our community
September 25, 2016

WHEREAS:

- REDWOOD COAST MEDICAL SERVICES, INC. (hereinafter "RCMS") located in Gualala, CA is a California Non-Profit Public Benefit Corporation. Its mission is to provide high quality, family oriented, community based primary care and urgent care from 8 am to 6 pm weekdays, including interim stabilization and triage in emergency cases, to residents and visitors within the coastal areas of southern Mendocino and northern Sonoma Counties (hereinafter "the Service Area"). On call urgent care is also provided from 8 a.m. to 6 p.m. on Saturdays, Sundays and major holidays. RCMS is also an approved Federally Qualified Health Center (FQHC). Federal law requires that an FQHC "make efforts to establish and maintain collaborative relationships with other health care providers, including other health centers, in the service area of the [FQHC]"[1] The RCMS Board of Directors has determined that entering into this MOU will further the collaboration efforts of RCMS to the benefit of its patients.

- COAST LIFE SUPPORT DISTRICT (hereinafter "CLSD") located in Gualala, CA, is a Special District created by the California Legislature in 1986.[2] The primary purpose of CLSD is to ensure the availability of emergency ambulance services in the Service Area. The primary ingress and egress to the area is California Highway 1, a two lane winding and hilly road. The nearest 24-hour emergency medical care is 1.5 to 2 hours by road. Because of the unusually long transport times, CLSD paramedics routinely provide stabilization and in-transport care that is more comprehensive than their urban counterparts. Helicopter ambulance service is not provided by CLSD, but by a private company when weather permits. Frequently, helicopter access is not possible, which increases the

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[1] Section 330(k)(3)(B) of the Public Health Services Act.

[2] Chapter 375 of the uncodified CA statutes of 1986, as amended by Chapter 7 of the uncodified statutes of 1988 and Chapter 103 of the uncodified CA statutes of 2011.

burden on CLSD's ambulance crews and the community's medical isolation.

- SANTA ROSA MEMORIAL HOSPITAL (hereinafter "SRMH") located in Santa Rosa, CA, is part of the St. Joseph's Health System and is licensed by the State of California as a 278 bed general acute care hospital. SRMH provides a comprehensive network of specialty care and the provision of comprehensive services through a wide variety of affiliated healthcare providers. The hospital is home to the region's Level II Trauma Center. SRMH provides emergency and inpatient care to residents of the Service Area who are transported to it by ground or air ambulance. SRMH treats an average of 1,450 patients annually who have experienced a serious or life-threatening injury.

- RCMS, CLSD and SRMH foresee that joint consultation, collaboration and coordination regarding the services they provide to residents of the Service Area could benefit each of them and the populations they serve by increasing the likelihood there are no "gaps in care" for each patient from initiation of care until care is no longer needed.

- RCMS, CLSD and SRMH also understand that there may be many state and federal funding sources available for advancing the purposes of this MOU and agree to further investigate the feasibility and benefits of applying for all such funds.

THEREFORE:

1. RCMS, CLSD and SRMH (the parties) do hereby establish the Mendonoma Health Alliance (MHA) that shall become operational upon the approval of the RCMS and CLSD Boards of Directors (Boards) and the President of SRMH (President SRMH). The MHA shall be governed by of two members from each of the Boards or their respective designees, two members of the executive staff of SRMH appointed by the President, or their designees and three community representatives selected by the above members/designees, for Nine (9) voting members. The selection of the community members shall occur at a public meeting. Additional non-voting members from Community Service Organizations ("CSO") may be appointed if deemed appropriate by the Boards and the President. In any case, no CSO shall have more than one non-voting member on the MHA.

2. RCMS and CLSD further each do hereby agree that upon approval of this MOU, the MOU between RCMS and CLSD, approved as Resolution number 223-B by the CLSD Board on the 19th of June, 2014, is superseded and shall be no longer of any force or effect.

FURTHER:

RCMS, CLSD and SRMH each do hereby agree:

3. This MOU does not modify the provision of any service(s) being provided by RCMS, CLSD and/or SRMH, whether such service(s) are provided separately or jointly by any one or more of them, including any inpatient services by SRMH. If as a result of the consultation, collaboration and/or coordination carried out under this MOU, the parties agree that a new service is to be provided by SRMH, CLSD and/or RCMS a new and separate written agreement containing mutually acceptable terms and conditions shall be entered into,

4. The MHA shall advise the CEO of RCMS, the District Administrator for CLSD and the President SRMH on the coordination and integration of the delivery of primary care, specialty care, urgent care, preventive health care, emergency medical services and wellness education to residents of the Service Area between and among their various facilities and systems, including recommendations for new delivery systems, funding sources and population based strategies

5. The MHA is being established as part of the planning activities under the federal grant entitled "Rural Health Network Development Planning Grant Program" issued on 5/20/16 to RCMS, [1] and as a vertical health care network focused on establishing an infrastructure to expand access, coordinate, and improve the quality of health care services for the residents of the Service Area.

6. The MHA may consult with the RCMS Medical Director, and other appropriate staff of RCMS, CLSD or SRMH on the medical personnel necessary to provide urgent care services, and whether it is more advisable to engage that personnel directly as employees, or by contract. The MHA may also consult with the President of SRMH and other appropriate staff of RCMS, CLSD or SRMH on the medical personnel necessary to provide emergency medical services, and whether it is more advisable to engage that personnel directly as employees, or by contract.

7. Each party shall bear its own costs of participation in the MHA. No part of this MOU requires, or shall be construed as requiring, one party to contribute any funds to any expenses of, or pay any compensation to or on behalf of any other party. The parties further acknowledge and agree that the MHA shall not have the authority to incur debt, or any other legal obligations, on behalf of RCMS, CLSD or SRMH.

8. When requested as deemed necessary by the MHA, but no more frequently than bi-annually on a calendar basis, RCMS, CLSD and

[1] NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330A(f) of the Public Health Service Act, 42 U.S.C. 254c(f), as amended.

SRMH shall provide the MHA with reports regarding the numbers and types of patient visits, and other information relating directly to the delivery of services to residents of the Service Area. The MHA also shall be provided on a quarterly calendar basis, any surveys of patient satisfaction carried out by RCMS, CLSD or SRMH regarding services provided to residents of the Service Area.

9. The Boards and the President SRMH shall each appoint an alternate MHA member who may vote on any matter when a regular member representing them is absent from a meeting.

10. The CEO of RCMS, the District Administrator for CLSD and the President of SRMH shall serve as ex-officio members of the MHA. Ex-officio members shall be responsible for supporting the MHA by producing the reports required by this MOU, and needed staff work, upon reasonable request.

11. In addition to the ex-officio members, the MHA may request that other CLSD, RCMS and/or SRMH staff attend the MHA meetings as needed.

12. A majority of the voting members of the MHA shall constitute a quorum for meetings, provided that at least one representative of CLSD, RCMS and SRMH attends.

13. The MHA may establish committees consisting of a smaller number of members or other knowledgeable professionals to investigate or analyze issues as appropriate.

14. The MHA shall select a Chair from among its voting members, who shall be the presiding officer of all meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Chair and Vice Chair shall not represent the same voting member. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair. The office of either the Chair or Vice Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies or resigns, or (b) the party that the person represents removes the person as its representative on the MHA.

15. The MHA shall appoint a Secretary, who need not be a member of the MHA, but in that event shall be a CLSD, RCMS or SRMH staff person, and shall be responsible for keeping the minutes of all meetings of the MHA and all other official records of the MHA.

16. The members of the MHA shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this MOU. No current or former member of the MHA will be responsible for any act or omission by another member.

17. The MHA shall meet at least once monthly unless the majority of the MHA members determine that at times it is unnecessary.

18. Regular meetings may be adjourned to another meeting time and special meetings may be called when necessary.

19. MHA members may participate in meetings telephonically with full voting rights.

20. Meetings shall be conducted in accordance with the intent of the Ralph M. Brown Act (Government Code Section 54950) and documents shall be available to the public in accordance with the intent of the California Public Records Act (California government Code Sections 6250 – 6270).

21. No party shall have an obligation to provide information or reports to the MHA that it determines to be unrelated to the purposes of this MOU, that contain its trade secrets or would place it at a competitive disadvantage or that it otherwise determines is unreasonable, which unreasonableness shall be articulated to the MHA.

22. MHA members and CLSD, RCMS and SRMH personnel who provide staffing or other services to the MHA, shall respect each party's and each patient's privacy rights and all Health Insurance Portability And Accountability Act (Public Law 104-191) (HIPAA) requirements. This includes but is not limited to medical, business and personnel information. All MHA members, staff and those who sit on MHA committees, or any person who attends a MHA meeting shall sign initially, and on no less than an annual basis, a confidentiality statement that meets HIPAA requirements.

23. This MOU may be terminated by any party on 60 days written notice to the other parties, or at any time upon the mutual agreement of all of the parties, as expressed in a written agreement.

24. This MOU may be amended only by an affirmative vote of the majority of the Boards and the President SRMH.

SIGNED BY:

Diane Agee

DIANE AGEE, CEO of RCMS, who affirms the RCMS Board of Directors, approved this MOU on 10-14-2016 2016

David Caley

DAVID CALEY, CLSD DISTRICT ADMINISTRATOR, who affirms the CLSD Board of Directors, approved this MOU on 9/26, 2016

10/14/16

Todd Salnas, President, Santa Rosa Memorial Hospital on _____, 2016 who affirms he is legally authorized to bind Santa Rosa Memorial Hospital to the terms of this MOU.

ATTACHMENT #3 – MOU Addendum

This **ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING** ("**Addendum**") is between Redwood Coast Medical Services ("**RCMS**"), Coast Life Support District ("**CLSD**") and Santa Rosa Memorial Hospital ("**SRMH**") (collectively the "**Parties**"), effective _____, 2017 ("**Effective Date**").

WHEREAS, RCMS, CLSD and SRMH entered into a Memorandum of Understanding, dated October 14, 2016 ("**MOU**"), to establish Mendomoma Health Alliance ("**MHA**"), seeking to create a network that consults, collaborates and coordinates on Primary Care, Urgent Care and Emergency Medical Services in Sonoma and Mendocino Counties, including Delivery Systems and Funding Sources, and improves local access to wellness education, prevention services and quality healthcare in the communities they serve.

WHEREAS, the Parties seek to add provisions to the MOU to further clarify their roles and responsibilities and the function of MHA.

NOW THEREFORE, the Parties agree to the following:

1. As the lead applicant, RCMS, with input and collaboration from the Parties, for the benefit of MHA, will exercise administrative and programmatic direction over award-funded activities for the HRSA Development Grant (D06RH31032-01-00) including the grant budget and the development and implementation of programs in the areas of Prevention & Wellness, Chronic Disease Management, Care Transition program, Specialty Care Access, Transportation, Emergency Services, Telemedicine, Health Information Exchange, Infrastructure, and Community Outreach.
2. As the lead applicant, RCMS, for the benefit of MHA, will exercise administrative and programmatic direction over award-funded activities for the HRSA Planning Grant (P10RH29849-02-00) for Telemedicine, including the grant budget as well as planning and development activities in collaboration and coordination with CLSD, SRMH, California Telemedicine Resource Center and Partnership Health Plan.
3. MHA will research, review and apply for additional grants that support the mission and vision of MHA and the Parties.
4. The Parties will determine the best infrastructure, legally and operationally, that supports the sustainability of MHA, which may include becoming a non-profit, public benefit corporation. It is the intention that such structure will provide a framework for ongoing collaboration with the Parties as well as other community service organizations.
5. All other provisions of the MOU remain in full force and effect and are herein incorporated by reference.

IN WITNESS THEREOF, the Parties' authorized representatives sign this Addendum as of the Effective Date.

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(Signature Page Follows)

REDWOOD COAST MEDICAL SERVICES

_____
DIANE AGEE, CEO

COAST LIFE SUPPORT DISTRICT

_____
DAVID CALEY, CLSD DISTRICT ADMINISTRATOR

SANTA ROSA MEMORIAL HOSPITAL

_____
TODD SALNAS, PRESIDENT

ATTACHMENT #4 – Corporation vs. LLC Information Summary

Notes – Attorney discussions re: Forming a non-profit
(prepared by Leslie Tittle)

Polsinelli Law – Joan Killgore & Doug Anning, Friday Jan 5th, 9-10am

- Corporation vs. LLC
  - No wrong answer
  - Either will work, both beneficial
  - No differences in liability
- LLC
  - Provides increased flexibility with regard to infrastructure & governance when have multiple stake holders
  - LLC can be formed for any legal purpose, including a non-profit in CA
  - Is not the norm for non-profits, has been used for that purpose for 10-15 yrs. in CA
  - All members must be other non-profits or government entities – however there is some "fuzziness" to CA law which may preclude CLSD being a member of LLC – some additional research needed
  - Can't have for profit members
    - Could have contractual agreement or be non-voting member
- Corporation
  - Is the norm for non-profits, known structure, no uncertainty by those we would be working with
  - What foundations, govt and individuals used to work with in non-profit world
  - Can have for profit members
- Fundraising
  - Should have no impact for individual, foundation or govt funding
  - Tax benefits to donors same if corporation non-profit or LLC non-profit
  - May need to provide additional information, answer additional questions if LLC since it is less common
- CPA
  - Recommend CPA input prior to forming Corporation or LLC – "more input better than less"
  - Recommend discussion regarding financial issues and tax implications prior to decision
  - Recommend they assist with 3 yr. budget development that is required for the 501(c)3 application
- Taxes
  - If granted tax exempt status by feds = no fed taxes and no state taxes
  - Property tax and sales tax exemption may not extend to LLC
  - UBI issue – both treated the same
- Attorney fees
  - Initial consultation (this call) free

- Range $5,000 - $10,000 depending on complexity (average $7,500)
- LLC will be somewhat more complex to set up
- Includes Articles of incorporation, bylaws, required policies (conflict of interest, etc.) and completion, submission and shepherding of IRS application of non-profit status
- Will need Mission/Vision statement, Explanation of activities, Fund raising activities, projected 3 yr. budget
- Fees will increase if set up is "outside the norm" – in a "grey area" or if there is a lot of back and forth with the Feds on the application
- Time frame – once application submitted typically 90-180 days

Smith, McDowel & Powell – C. Jason Smith, Jan 5th @ 10:30

- Corporation vs. LLC
  - Both reasonable options
  - No liability differences
- LLC
  - More flexibility in structure
    - Can clearly define 1/3rd ownership per entity
  - Less common as non-profit, can involve more paper work & take longer to set up
  - May not be as "acceptable" to funders
- Corporation
  - Most common form
  - More strait forward to set up
- CPA
  - Recommend input to understand potential tax implications between the 2
  - Can assist with the IRS application and budget projection
- Attorney Fees
  - Corporation set up less expensive than LLC due to less time
  - Max cost $5,000, typically $2,000 - $3,000 for corporation, additional $1,000 for LLC
  - Does not include completion of IRS application