CONTRA COSTA LOCAL AGENCY FORMATION COMMISSION
651 Pine Street, Sixth Floor • Martinez, CA 94553-1229
e-mail: LTexe@lafco.cccounty.us
(925) 335-1094 • (925) 335-1031 FAX

July 13, 2011 (Agenda)

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Agenda Item 10

Contra Costa Local Agency Formation Commission (LAFCO)
651 Pine Street, Sixth Floor
Martinez, CA 94553

Mt. Diablo Health Care District

Dear Commissioners:

In May, the Commission received a report relating to the Mt. Diablo Health Care District (MDHCD). This report is available online at www.contracostalafco.org/agenda/2011/051111 or through the LAFCO office. The report provides history and background of the District; highlights determinations and governance options contained in the 2007 LAFCO *Health Care Services Municipal Service Review (MSR)*; and summarizes ongoing concerns relating to the District's finances and operations as raised by the Contra Costa Taxpayers Association (CCTA) and Contra Costa Civil Grand Jury.

The District has submitted correspondence in response to some of these concerns, including excerpts from the Merger Agreement with John Muir Health; a list of recent accomplishments; excerpts from the Health and Safety Code; information relating to the Other Post Employment Benefits (OPEB) unfunded liability; information regarding the *Heart Safe* and *CPR Anytime* programs; a legislative report; a list of future goals; "thank you" letters and awards (Attachment 1).

The CCTA and Grand Jury have called for LAFCO to dissolve MDHCD. In June 2011, the Grand Jury issued a fourth report No. 1109 entitled *Mt. Diablo Health Care District – Dissolve Now*! calling for the dissolution of the District (Attachment 2). The LAFCO MSR also identified dissolution as an option. In May, the Commission discussed governance options including dissolution, and directed LAFCO staff to return to the Commission in July with information relating to the dissolution process, timeline and costs. The sample timeline (Attachment 3) is based on the November 2012 General Election schedule, as discussed below.

DISCUSSION

There are various components of district dissolution, including initiation; timing, election and public hearings; special study; effects of dissolution; cost and other issues as summarized below.

Initiation - Proceedings for district dissolution may be initiated 1) *by petition* of registered voters or landowners; 2) *by resolution* of the governing body or an affected local agency or school district; or 3) *by LAFCO*. No petition or resolution to dissolve the district has been submitted to LAFCO.

Timing/Election/Public Hearings - According to County Elections, in order to place a measure on the November 2012 General Election ballot, LAFCO would need to adopt a resolution making specific determinations by June 14, 2012. Two public hearings would be required. To allow sufficient time to allow for continuances, staff suggests that the first hearing would be in March 2012, and the second hearing (protest hearing) in April 2012. Before the hearings are held, a special study would be needed to address the issues below. The study would need to be initiated as soon as possible (i.e., within the next three months) to allow sufficient time for completion.

Special Study – Pursuant to Government Code section 56375(a)(3), LAFCO can initiate a district dissolution if it is consistent with a recommendation or conclusion of a study prepared pursuant to Government Code sections 56378, 56425 or 56430. The cost of a special study is currently unknown. In this situation, a consultant would be needed to prepare the special study. The study would likely address the following issues:

(1) Using the 2007 LAFCO MSR, describe the District, its boundaries, and those services currently being provided by the District. Include a brief discussion of past reorganization efforts, and any other relevant information as contained in the MSR.

(2) Summarize the current and future need for services being provided by the District, and the value of these services to the community.

(3) Determine whether alternative methods of providing health care services to the community could be accomplished using the District's tax allocation, if the District were dissolved or reorganized with another agency. Identify what the alternate health care services would be, and who would provide them.

(4) Provide a fiscal analysis of existing and alternative means of providing services.

(5) Evaluate whether a successor agency should be appointed to carry on health care services, or simply to wind up the affairs of the District.

(6) Outline the steps that would have to be taken to wind up the affairs of the District.

The special study would reveal whether there are facts to support the two determinations that LAFCO is required to make under Government Code section 56881(b). The MSR could be used as a basis for the special study; however, the study would have to specifically review the two issues raised by Section 56881(b) as follows:

(1) Public service costs of a proposal that the commission is authorizing are likely to be less than or substantially similar to the costs of alternative means of providing the service.

(2) A change or organization or reorganization that is authorized by the commission promotes public access and accountability for community services needs and financial resources.

Effects of Dissolution – Pursuant to Government Code sections 57451 and 56886, LAFCO may set specific terms and conditions of the dissolution, including annexation or reorganization with another district, naming the successor agency to wind up the business of the dissolved district, etc. For dissolution without annexation or reorganization, a city or county will become the successor agency depending on which one contains the greatest assessed value of all taxable property within the territory of the dissolved district. In the case of MDHCD, the City of Concord has the greatest assessed value. A successor agency collects the dissolved district's assets and is empowered to wind up the business of the district, ensure all debts are paid, distribute assets, etc.

One of the purposes of the special study would be to evaluate whether a successor agency should be appointed to carry on health care services, or whether the purpose of a successor agency would be limited to winding up the affairs of the District.

Costs – Costs associated with district dissolution include the special study and LAFCO-related costs (i.e., LAFCO staff time, recording fees, etc.). Costs associated with preparing the special study and LAFCO staff time are currently unknown. Recording costs including County recording fee of $50; it appears that there is no State Board of Equalization (BOE) fee associated with district dissolution. And, according the State BOE, no map/legal description is required for district dissolution.

Under current law, dissolution of a health care district is subject to an election (Government Code section 57103). In the case of district dissolution, election costs are paid from the remaining assets of the dissolved district, regardless of whether the dissolution passes or fails.

According to County Elections, a portion of the MDHCD Board will be up for election in the November 2012 General Election. County Elections reports that in the 2008 and 2010 General Elections, there were insufficient nominees, so those filing for office were appointed in-lieu of an election. However, if, during the nominations period for the 2012 election, more candidates file than seats to be filled, the election of directors would be placed on the ballot.

County Elections reports that as of June 24, 2001, there were 102,701 registered voters within the MDHCD boundaries. The estimated cost of an election (Board members) is $1.25 per registered voter, for an estimated cost of $128,376. According to County Elections, the added cost of placing a measure (i.e., question of dissolution) on the November 2012 General Election ballot would be an additional $0.25 per voter above the cost of election of the directors. Should no election of directors be required, and only a ballot measure, the cost would be $1.50 per voter – the base cost of $1.25 plus $0.25 per voter for costs associated with a voter information booklet (measure).

Election May Not Be Required - Dissolution of a district may not require an election. In February 2011, Assembly Member Gordon introduced legislation (AB 912) which establishes an expedited process for district dissolution without an election, provided the proposed dissolution is consistent with a prior LAFCO action. The bill has moved through Assembly and Senate committees with no opposition. The bill was placed on the Senate Consent Calendar, and on July 1, was enrolled. Should the Commission wish to initiate proceedings to dissolve MDHCD, it might be prudent to wait until the Governor acts on AB 912. The deadline for the Governor to sign or veto bills is October 9, 2011.

RECOMMENDATIONS

Discuss and provide direction as appropriate.

Sincerely,

LOU ANN TEXEIRA
EXECUTIVE OFFICER

Attachment 1 - Correspondence from Mt. Diablo Health Care District
Attachment 2 – Grand Jury Report No. 1109 - *Mt. Diablo Health Care District – Dissolve Now!*
Attachment 3 - Sample District Dissolution Timeline

c: Distribution

MT. DIABLO HEALTH CARE DISTRICT

MERGER AGREEMENT

JOHN MUIR
MT. DIABLO HEALTH CARE DISTRICT

MERGER AGREEMENT
Between
John Muir Health
And
Mt. Diablo Health Care District

SUMMARY

8.10 Holding Over
At the termination of this contract, … (a) "the System shall pay District an amount equal to 2 percent per month (prorated on a monthly basis) of the value of the District Assets from assets of the System which are to be retained by System until such time as the District Assets are returned to District."

(b) If System, without District's written consent; remains in possession of all or part of the District Assets after the termination of this Agreement, System shall, in addition, be liable to District for all detriment caused by System's possession of the District Assets by System after termination….

9.17 No Third-Party Beneficiary Rights.
The parties do not intend to confer and this agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

Therefore, a city or a county will not be able to dissolve this contract or take over the Assets of the Mt. Diablo Health Care District.

7.5 District Board and John Muir Association Approval. System shall not, without the prior written consent of the District Board and the John Muir Association, (a) sell, transfer or otherwise dispose of all or substantially all the assets of the System; (b) issue a membership to any person or entity; (c) merge with any other person or entity, unless System is the surviving corporation in the merger; or (d) amend Section 5.6 of the System Bylaws, including its provision that System contribute One Million Dollars ($1,000,000) per year to a Community Benefit Corporation, as defined therein. System shall also obtain required consents to such a transaction under any applicable supermajority provisions in the Bylaws. In addition, System shall not, without the consent of the District Board, amend Section 3.5(f) of the System Bylaws. Finally, System shall not, without the consent of the John Muir Association, amend Section 3.5(g) of the System Bylaws.

7.6 Records. System shall keep and preserve, for so long as legally required, all medical records, medical staff credentialing files, employee records, and other records of the Hospital existing as of the Closing Date and which are required to be kept and preserved by any applicable federal or state law or regulation or in connection with any claim or controversy still pending involving District. Any existing records at the termination of this Agreement shall be returned to District upon such termination.

7.7 Use of Space; Administrative Support. System shall make available to the District Board and Community Benefit Corporation such office space as may be necessary for the District Board and Community Benefit Corporation to properly conduct their respective activities after the Closing Date. System shall also make available to the District Board and Community Benefit Corporation, upon reasonable notice, such conference and meeting space as may be necessary for the District Board and Community Benefit Corporation to properly conduct their respective activities after the Closing Date, subject to normal scheduling constraints. Finally, System shall provide $25,000 per year of support to District for its administrative activities.

7.8 Benefit Programs. System shall administer employee compensation, benefit and retiree health programs in accordance with the terms and conditions of applicable laws.

7.9 No Discrimination. System shall not restrict admissions of patients to the Integrated Health System on the basis of race, religion, gender, age or sexual preference.

7.10 Medical Staff. System shall enact policies under which properly licensed physicians may join the medical staff of Hospital and/or Medical Center if the physician meets the applicable requirements for admission as set forth in the applicable medical staff bylaws, rules and regulations.

7.11 Hiring of Employees. System shall, as of the Closing Date, hire all persons who are employees of District as of the Closing Date, at salaries and benefits at least equal to those provided by District at the Closing Date. Notwithstanding the foregoing, System

(ii) if the bond indebtedness of the District has been integrated with that of the System, an amount equal to that percentage of the Liabilities of the System as of the termination date equal to the percentage of Liabilities of both System and District owed by District as of the Closing Date; for this purpose, Liabilities shall mean the book value of all liabilities, including long-term indebtedness; or

(iii) if the bond indebtedness of the District has not been integrated with that of the System, an amount equal to that percentage of Net Liabilities of the System as of the termination date equal to the percentage of Net Liabilities of both System and District owed by District as of the Closing Date; for this purpose, Net Liabilities shall mean the book value of all liabilities, not including bond indebtedness.

In addition, if subsection (iii) applies, System shall transfer back to District, and District shall assume, all the original bond indebtedness of District.

In no event shall District owe System any amounts under this Subsection (d).

In the event of any termination under this section, System shall execute, acknowledge and deliver to District a proper instrument in recordable form, releasing and quitclaiming to District all right, title and interest of System in and to such property.

8.10 Holding Over.

(a) If System, with the knowledge and written consent of District, remains in possession of all or part of the real property included with the District Assets after the termination of this Agreement, and after any court disputes and appeals over such termination have been finally determined, such holding over shall be on month-to-month basis and shall not constitute a new agreement with respect to the District Assets. In such event, System shall pay District an amount equal to 2 percent per month (prorated on a monthly basis) of the value of the District Assets from assets of System which are to be retained by System until such time as the District Assets are returned to District. Nothing contained herein shall be construed as a consent by District to the occupancy or possession of the District Assets by System after termination.

(b) If System, without District's written consent, remains in possession of all or part of the District Assets after the termination of this Agreement, System shall, in addition, be liable to District for all detriment proximately caused by System's possession, including attorneys' fees, costs and expenses and claims.

8.11 District's Right to Cure Default. In the event System shall fail to pay and discharge (or cause to be paid and discharged), when due and payable, any tax, assessment, or other charge upon or in connection with the District Assets, or any lien or claim for labor or material employed or used in, or any claim for damage arising out of the repair,

maintenance and use of the District Assets, or any judgment on any contested lien or claim thereof, or any insurance premium or expense in connection with the District Assets, or any claim, charge or demand which System has agreed to pay or cause to be paid under the covenants and conditions of this Agreement, and if System, after written notice from District, shall fail to pay and discharge the same, then District may, at its sole option, pay any such tax, assessment, insurance expenses, lien, claim, charge, or demand, or settle or discharge any action therefor, or judgment thereon. All costs, expenses, or other sums incurred or paid by District in connection with such action shall be paid by System to District together with interest equal to the prime rate of Bank of America (or a successor) from the date incurred or paid. All amounts owing by System hereunder shall be added to the District Assets due District on termination.

ARTICLE 9
MISCELLANEOUS

9.1 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

9.2 Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of California, and any action regarding it shall be instituted and prosecuted only in a Municipal or Superior Court in Contra Costa County.

9.3 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.4 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL).

9.5 Survival of Representations. All the representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing Date. No performance or execution of this Agreement in whole or in part by either Party, no course of dealing between or among the Parties or any delay or failure on the part of either Party in exercising any rights under this Agreement or at law or in equity, and no investigation by either Party shall operate as a waiver of any rights of such Party, except to the extent expressly waived in writing by such Party.

9.6 Expenses. Each of the Parties shall bear its own expenses in connection with the preparation and execution of this Agreement and in connection with the

transactions contemplated by this Agreement.

9.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.8 Severability. Each and every provision of this Agreement is severable and the invalidity of one or more of such provisions shall not, in any way, affect the validity of this Agreement or any other provisions of this Agreement.

9.9 Transfer Agreement. This Agreement shall be considered a "Transfer Agreement" within the meaning of Section 32121(p)(2) of the California Health and Safety Code.

9.10 Entire Agreement. This Agreement and any writing signed by the Parties contemporaneously herewith constitute the entire agreement among the Parties with respect to the subject matter and supersede any other prior understandings, negotiations and agreements.

9.11 Waivers. No waiver of any violation or breach of any of the terms, provisions or covenants of this Agreement shall be deemed or construed to constitute a waiver of any other or later violation or breach of the same or any other of the terms, provisions, or covenants. Forbearance in enforcement of one or more of its remedies upon an event of default shall not be deemed or construed to constitute a wavier of such default.

9.12 Modification. This Agreement may be modified or amended only by mutual written agreement of System and the District Board. Any such modification or amendment must be in writing, dated and signed by duly authorized representatives of System and the District Board.

9.13 Force Majeure. In the event any flood, earthquake, or other Act of God, or war, causes a Party to be unable to fulfill its obligations under this Agreement, such Party shall have no liability to the other party for such failure.

9.14 Drafting. The Parties shall be deemed the mutual drafters of this Agreement.

9.15 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

9.16 Continued Existence of District. District does not intend by the transfer of assets pursuant to this Agreement to dissolve District, de facto, or otherwise, and District

intends to maintain its existence as a local health care district organized under the Local Health Care District Law of the State of California. Subject to the terms and conditions of Section 7.13 of this Agreement, District shall continue to exercise all of its rights and powers under the Local Health Care District Law and does not hereby grant or delegate any such rights or powers. This Agreement does not vest in District or any other person or entity any right to control or govern the activities or operations of System.

9.17 **No Third-Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Mt. Diablo Health Care District,
a political subdivision of the
State of California

By Wyche O.R. Wall

Its President & CEO

Date: 8/9/96

John Muir Medical Center, a
California nonprofit public
benefit corporation

By Kendall S. Anderson

Its President & CEO

Date: 8/14/96

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration

THINK OUTSIDE THE BOX

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THINK OUTSIDE THE BOX

In 1994 the State Legislature asked all California Hospital Districts to think outside of the box and become **Health Care Districts.** They realized that the health of a community was broader than sick people in a hospital.

Not having a hospital does not change our mission; "to serve our community by promoting wellness through education, advocacy and collaboration."

Visit our Web site: www.mtdiablohealthcaredistrict.ca.gov

We have educated 6,000 High School Freshman in CPR
We have distributed AED's to the District's High Schools
We have advocated in Sacramento for Legislation to hire physicians
We have collaborated with John Muir Health in grants and initiatives
We have collaborated with Contra Costa Medical Emergency

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POWERS
And
AUTHORITYY

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration.

Powers and Authority

One thing that has been overlooked pertaining to the Mt. Diablo Health Care District is the powers and authority it was given by the voters when it was established. As with most government agencies, many of these powers are not implemented because they are not necessary for the current operation or because budget constraints do not allow the expansion of the agency into all areas within their purview. The powers are there in the event of a significant change in the way the State or Federal Government chooses to do business and the need for an agency with a wide range of powers needs to be in place to react immediately.

With the current changes in health care delivery and the rumblings of changes to Medicare and Medi-Cal, there may be mandates and/or money becoming available to deliver health care outside of today's system. If there are funds available, it will only be given to government agencies with the power and authority to utilize the funds immediately. The agencies throughout this State are Health Care Districts. **No other single agency has been given the wide reaching powers and authority needed to utilize the funding and be accountable for the entire effort.**

If the Mt. Diablo Health Care District is closed, the cities of Concord, Pleasant Hill and Martinez will not have an agency that can implement any health delivery mandates, nor will they be the benefactors of any Federal or State funding. This would require each City to create its own agency and, because of the delay, provide the funding to accomplish the mandate as the initial funding will have gone to the agencies empowered to use it immediately. In this area, only Concord, Pleasant Hill and Martinez will be left out in the cold. Every other City in this area has a Health Care District, some with hospitals and some without, with the powers and authority to react immediately.

It makes little sense to close an agency that returns 80-90% of taxpayer funds back to the community. **In closing this agency you would put Concord, Pleasant Hill and Martinez, and only these three cities, without the protection of a government agency that is empowered to react immediately to any health care mandates that may be issued in the future during this time of unsettled and changing health care cost containment efforts.**

California Health Care Districts

Legislative Powers

Health and Safety Code § 32121

POWERS

32121. Each local district shall have and may exercise the following powers:

District powers

(a) To have and use a corporate seal and alter it at its pleasure.

Corporate seal

(b) To sue and be sued in all courts and places and in all actions and proceedings whatever.

Lawsuits

(c) To purchase, receive, have, take, hold, lease, use, and enjoy property of every kind and description within and without the limits of the district, and to control, dispose of, convey, and encumber the same and create a leasehold interest in the same for the benefit of the district.

Property acquisition and disposal

(d) To exercise the right of eminent domain for the purpose of acquiring real or personal property of every kind necessary to the exercise of any of the powers of the district.

Eminent domain

(e) To establish one or more trusts for the benefit of the district, to administer any trust declared or created for the benefit of the district, to designate one or more trustees for trusts created by the district, to receive by gift, devise, or bequest, and hold in trust or otherwise, property, including corporate securities of all kinds, situated in this state or elsewhere, and where not otherwise provided, dispose of the same for the benefit of the district.

Establishing trusts

(f) To employ legal counsel to advise the board of directors in all matters pertaining to the business of the district, to perform the functions in respect to the legal affairs of the district as the board may direct, and to call upon the district attorney of the county in which the greater part of the land in the district is situated for legal advice and assistance in all matters concerning the district, except that if that county has a county counsel, the directors may call upon the county counsel for legal advice and assistance.

Employing legal counsel

(g) To employ any officers and employees, including architects and consultants, the board of directors deems necessary to carry on properly the business of the district.

Employing officers, employees and consultants

(h) To prescribe the duties and powers of the health care facility administrator, secretary, and other officers and employees of any health care facilities of the district, to establish offices as may be appropriate and to appoint board members or employees to those offices, and to determine the number of, and appoint, all officers and employees and to fix their compensation. The officers and employees shall hold their offices or positions at the pleasure of the boards of directors.

Authority over administrator and other employees

(i) To do any and all things that an individual might do that are necessary for, and to the advantage of, a health care facility and a nurses' training school, or a child care facility for the benefit of employees of the health care facility or residents of the district.

Nurse training school

(j) To establish, maintain, and operate, or provide assistance in the operation of, one or more health facilities or health services, including, but not limited to, outpatient programs, services, and facilities, retirement programs, services, and facilities, chemical dependency programs, services, and facilities, or other health care programs, services, and facilities and activities at any location within or without the district for the benefit of the district and the people served by the district.

Operating other health services, facilities and programs

"Health care facilities," as used in this subdivision, means those facilities defined in subdivision (b) of Section 32000.1 and specifically includes freestanding chemical dependency recovery units. "Health facilities," as used in this subdivision, may also include those facilities defined in subdivision (d) of Section 15432 of the Government Code.

Definition of "health facility"

(k) To do any and all other acts and things necessary to carry out this division.

Implied powers

(l) To acquire, maintain, and operate ambulances or ambulance services within and without the district.

Ambulance services

(m) To establish, maintain, and operate, or provide assistance in the operation of, free clinics, diagnostic and testing centers, health education programs, wellness and prevention programs, rehabilitation, aftercare, and any other health care services provider, groups, and organizations that are necessary for the maintenance of good physical and mental health in the communities served by the district.

Free clinics, diagnostic and testing services and other health care programs

(n) To establish and operate in cooperation with its medical staff a coinsurance plan between the hospital district and the members of its attending medical staff.

Coinsurance plan with medical staff

(o) To establish, maintain, and carry on its activities through one or more corporations, joint ventures, or partnerships for the benefit of the health care district.

Joint ventures and partnerships

(p) (1) To transfer, at fair market value, any part of its assets to one or more (*) corporations to operate and maintain the assets. A transfer pursuant to this paragraph shall be deemed to be at fair market value if an independent consultant, with expertise in methods of appraisal and valuation and in accordance with applicable governmental and industry standards for appraisal and valuation, determines that fair and reasonable consideration is to be received by the district for the transferred district assets. Before the district transfers, pursuant to this paragraph, 50 percent or more of the district's assets to one or more nonprofit corporations, in sum or by increment, the elected board shall, by resolution, submit to the voters of the district a measure proposing the transfer. The measure shall be placed on the ballot of a special election held upon the request of the district or the ballot of the next regularly scheduled election occurring at least 88 days after the resolution of the board. If a majority of the voters voting on the measure vote in its favor, the transfer shall be approved. The campaign disclosure requirements applicable to local measures provided under Chapter 4 (commencing with Section 84100) of Title 9 of the Government Code shall apply to this election.

Transfer of assets to a corporation
(*) SB 460, enacted in 1998, simply removed the word "nonprofit" from section (p)(1). However, this provision will only remain in effect until January 1, 2001 unless changed by subsequent legislation.

(2) To transfer, for the benefit of the communities served by the district, in the absence of adequate consideration, any part of the assets of the district, including without limitation real property, equipment, and other fixed assets, current assets, and cash, relating to the operation of the district's health care facilities to one or more nonprofit corporations to operate and maintain the assets.

(A) A transfer of 50 percent or more of the district's assets, in sum or by increment, pursuant to this paragraph shall be deemed to be for the benefit of the communities served by the district only if all of the following occur:

Conditions for transfer of 50 percent or more of district assets

(i) The transfer agreement and all arrangements necessary thereto are fully discussed in advance of the district board decision to transfer the assets of the

district in at least five properly noticed open and public meetings in compliance with the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code, and Section 32106.

(ii) The transfer agreement provides that the hospital district shall approve all initial board members of the nonprofit corporation and any subsequent board members as may be specified in the transfer agreement.

(iii) The transfer agreement provides that all assets transferred to the nonprofit corporation, and all assets accumulated by the corporation during the term of the transfer agreement arising out of or from the operation of the transferred assets, are to be transferred back to the district upon termination of the transfer agreement, including any extension of the transfer agreement.

(iv) The transfer agreement commits the nonprofit corporation to operate and maintain the district's health care facilities and its assets for the benefit of the communities served by the district.

(v) The transfer agreement requires that any funds received from the district at the outset of the agreement or any time thereafter during the term of the agreement be used only to reduce district indebtedness, to acquire needed equipment for the district health care facilities, to operate, maintain, and make needed capital improvements to the district's health care facilities, to provide supplemental health care services or facilities for the communities served by the district, or to conduct other activities that would further a valid public purpose if undertaken directly by the district.

Conditions for transfer of 33 – 50 percent of district assets

(B) A transfer of 33 percent or more but less than 50 percent of the district's assets, in sum or by increment, pursuant to this paragraph shall be deemed to be for the benefit of the communities served by the district only if both of the following occur:

(i) The transfer agreement and all arrangements necessary thereto are fully discussed in advance of the district board decision to transfer the assets of the district in at least two properly noticed open and public meetings in compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), and Section 32106.

(ii) The transfer agreement meets all of the requirements of clauses (ii) to (v), inclusive, of subparagraph (A).

(C) A transfer of 10 percent or more but less than 33 percent of the district's assets, in sum or by increment, pursuant to this paragraph shall be deemed to be for the benefit of the communities served by the district only if both of the following occur:

(i) The transfer agreement and all arrangements necessary thereto are fully discussed in advance of the district board decision to transfer the assets of the district in at least two properly noticed open and public meetings in compliance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), and Section 32106.

(ii) The transfer agreement meets all of the requirements of (iii) to (v), inclusive, of subparagraph (A).

Public vote required

(D) Before the district transfers, pursuant to this paragraph, 50 percent or

more of the district's assets to one or more nonprofit corporations, in sum or by increment, the elected board shall, by resolution, submit to the voters of the district a measure proposing the transfer. The measure shall be placed on the ballot of a special election held upon the request of the district or the ballot of the next regularly scheduled election occurring at least 88 days after the resolution of the board. If a majority of the voters voting on the measure vote in its favor, the transfer shall be approved. The campaign disclosure requirements applicable to local measures provided under Chapter 4 (commencing with Section 84100) of Title 9 of the Government Code shall apply to this election.

for transfer of 50 percent or more of district assets

(E) Notwithstanding the other provisions of this paragraph, a hospital district shall not transfer any portion of its assets to a private nonprofit organization that is owned or controlled by a religious creed, church, or sectarian denomination in the absence of adequate consideration.

(3) If the district board has previously transferred less than 50 percent of the district's assets pursuant to this subdivision before any additional assets are transferred, the board shall hold a public hearing and shall make a public determination that the additional assets to be transferred will not, in combination with any assets previously transferred, equal 50 percent or more of the total assets of the district.

(4) The amendments to this subdivision made during the 1991-92 Regular Session, and the amendments made to this subdivision and to Section 32126 made during the 1993-94 Regular Session, shall only apply to transfers made on or after the effective dates of the acts amending this subdivision. The amendments to this subdivision made during those sessions shall not apply to any of the following:

(A) A district that has discussed and adopted a board resolution, prior to September 1, 1992, that authorizes the development of a business plan for an integrated delivery system.

(B) A lease agreement, transfer agreement, or both between a district and a nonprofit corporation that were in full force and effect as of September 1, 1992, for as long as that lease agreement, transfer agreement, or both remain in full force and effect.

(5) Notwithstanding paragraph (4), if substantial amendments are proposed to be made to a transfer agreement described in subparagraph (A) or (B) of paragraph (4), the amendments shall be fully discussed in advance of the district board's decision to adopt the amendments in at least two properly noticed open and public meetings in compliance with Section 32106 and the Ralph M. Brown Act, (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

(6) Notwithstanding paragraphs (4) and (5), a transfer agreement described in subparagraph (A) or (B) of paragraph (4) that provided for the transfer of less than 50 percent of a district's assets shall be subject to the requirements of subdivision (p) of Section 32121 when subsequent amendments to that transfer

agreement would result in the transfer, in sum or by increment, of 50 percent or more of a district's assets to the nonprofit corporation.

(7) For purposes of this subdivision, a "transfer" means the transfer of ownership of the assets of a district. A lease of the real property or the tangible personal property of a district shall not be subject to this subdivision except as specified in Section 32121.4 and as required under Section 32126.

(8) Districts that request a special election pursuant to paragraph (1) or (2) shall reimburse counties for the costs of that special election as prescribed pursuant to Section 10520 of the Elections Code.

(9) Nothing in this section, including subdivision (j), shall be construed to permit a local district to obtain or be issued a single consolidated license to operate a separate physical plant as a skilled nursing facility or an intermediate care facility that is not located within the boundaries of the district.

(10) A transfer of any of the assets of a district to one or more nonprofit corporations to operate and maintain the assets shall not be required to meet paragraphs (1) to (9), inclusive, of this subdivision if all of the following conditions apply at the time of the transfer:

(A) The district has entered into a loan that is insured by the State of California under Chapter 1 (commencing with Section 129000) of Part 6 of Division 107.

(B) The district is in default of its loan obligations, as determined by the Office of Statewide Health Planning and Development.

(C) The Office of Statewide Health Planning and Development and the district, in their best judgment, agree the transfer of some or all of the assets of the district to a nonprofit corporation or corporations is necessary to cure the default, and will obviate the need for foreclosure. This cure of default provision shall be applicable prior to the office foreclosing on district hospital assets. After the office has foreclosed on district hospital assets, or otherwise taken possession in accordance with law, the office may exercise all of its powers to deal with and dispose of hospital property.

(D) The transfer and all arrangements necessary thereto are discussed in advance of the transfer in at least one properly noticed open and public meeting in compliance with the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code and Section 32106. The meeting referred to in this paragraph shall be noticed and held within 90 days of notice in writing to the district by the office of an event of default. If the meeting is not held within this 90-day period, the district shall be deemed to have waived this requirement to have a meeting.

(11) If a transfer under paragraph (10) is a lease, the lease shall provide that the assets shall revert to the district at the conclusion of the leasehold interest. If the transfer is a sale, the proceeds shall be used first to retire the obligation insured by the office, then to retire any other debts of the district. After providing for debts, any remaining funds shall revert to the district.

Contracting for bond insurance, letters of credit, remarketing services

(q) To contract for bond insurance, letters of credit, remarketing services, and other forms of credit enhancement and liquidity support for its bonds, notes, and other indebtedness and to enter into reimbursement agreements, monitoring agreements, remarketing agreements, and similar ancillary contracts in connection therewith.

Participation in capitated health plans

(r) To establish, maintain, operate, participate in, or manage capitated health care plans, health maintenance organizations, preferred provider organizations, and other managed health care systems and programs properly licensed by the Department of Insurance or the Department of Corporations, at any location within or

without the district for the benefit of residents of communities served by the district. However, that activity shall not be deemed to result in or constitute the giving or lending of the district's credit, assets, surpluses, cash, or tangible goods to, or in aid of, any person, association, or corporation in violation of Section 6 of Article XVI of the California Constitution.

Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

Any agreement to provide health care coverage that is a health care service plan, as defined in subdivision (f) of Section 1345, shall be subject to the provisions of Chapter 2.2 (commencing with Section 1340) of Division 2, unless exempted pursuant to Section 1343 or 1349.2.

A district shall not provide health care coverage for any employee of an employer operating within the communities served by the district, unless the Legislature specifically authorizes, or has authorized in this section or elsewhere, the coverage.

This section shall not authorize any district to contribute its facilities to any joint venture that could result in transfer of the facilities from district ownership.

Health care coverage for medical staff and their employees

(s) To provide health care coverage to members of the district's medical staff, employees of the medical staff members, and the dependents of both groups, on a self-pay basis.

(t) This section shall remain in effect only until January 1, 2001, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2001, deleted or extends that date.

FISCAL REALITY

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration.

Fiscal Reality

There are a few items that should be taken into consideration in deliberations that seem to have been passed off as factual and have been couch in a manner detrimental to a fair portrayal of the District's operation.

Health Care paid by the District is a "pension" type expense, otherwise known as OPEB. Every Special District, City, County, School District and yes, even LAFCO has this expense. The practice of giving away life time health care was rampant in the 1980-1990 time frames when the cost was minimal. **This District discontinued the practice in the early 1990s, not only the life time benefit, but also ceased offering any type of health benefit to any Board members.** This is a taxpayer liability and the District is required to pay the cost from the taxpayer funds it receives and should not be counted in the funds available for programs.

Election costs are recouped by the County at $80,000 per election. Since the District is required to hold elections every other year, it is necessary to set aside $40,000 in the off years to spread the cost equally and not create a year where no programs can be funded or only partially funded. This is a taxpayer liability and the District is required to pay the cost from the taxpayer funds it receives and should not be counted in the funds available for programs.

As you may or may not be aware, the Districts' office, telephones, internet access, office equipment and computers are provided by John Muir Health and are maintained by their support personnel. **The $25,000 per year funding by John Muir Health is to offset the cost of other office and regulatory expenses, not for programs and should not be included as taxpayer funding available.**

Whether you include the election costs and the OPEB costs as money returned to the taxpayer or if you exclude these costs and the John Muir Health stipend from the money available for programs, the percentage of money returned to the taxpayer changes dramatically. **I have taken the liberty of recasting the last three years and the current year with actual revenue and cost estimates by including the election expense and OPEB as tax money returned to the community**. I realize this is a simplistic analysis but it is more realistic than the emotionally driven alternative being presented in opposition.

MT. DIABLO HEALTH CARE DISTRICT

Since we did not have an election last year, the $80,000 will be distributed this year as either grants or community outreach or will be used to lower the OPEB unfunded liability reducing the future costs for the taxpayers.

	2008	2009	2010	2011 YTD & EST	4 YEARS TOTAL
Property tax revenue	276,694	267,630	226,550	186,608	957,482
OPEB	34,959	34,990	44,937	45,000	
Elections	40,000	40,000	40,000	40,000	
Community Grants	211,000	25,000	50,000	20,000	
Commuinty Outreach (CPR, AED)	0	6,833	77,827	81,430	
Total Returned	285,959	106,823	212,764	186,430	791,976
Percent return	103.35%	39.91%	93.91%	99.90%	82.71%

The above is the synopsis of this year and the past three years. In the year 2009, the only two working Board members spent their efforts dealing with the Mt. Diablo School District getting their issues worked out to make the CPR Anytime a part of their curriculum, and participating in the allocation of grant money administered by the John Muir/Mt. Diablo Community Health Fund. These were very time consuming efforts and left little time to develop additional programs.

MT. DIABLO HEALTH CARE DISTRICT

HEART SAFE COMMUNITY PROGRAM

Mt. Diablo Healthcare District

HeartSafe Program

AED Fact Sheet

Sudden Cardiac Arrest

- Sudden cardiac arrest, suffered in settings outside the hospital, is responsible for about 350,000 deaths annually in the United States, and over 50,000 in California. Of those victims as many as 7,000 are children.
- Sudden cardiac arrest is most often caused by an abnormal heart rhythm called ventricular fibrillation (VF), an electrical disturbance of the heart. A cardiac arrest is *not* a heart attack.
- When sudden cardiac arrest strikes, it does so without warning' the victim loses consciousness, has no pulse and stops breathing.
- Because the heart can no longer pump oxygen to the brain and the rest of the body, the brain begins to die between 4·6 minutes after collapse.
- Defibrillators can mean the difference between life and death, or an active and healthy life versus a vegetative state.

Defibrillation and Automated External Defibrillators (AEDs)

- Survival is directly linked to the amount of time between the onset of sudden cardiac arrest and defibrillation.
- A victim's chances of survival are reduced by 10 percent with every minute of delay until defibrillation.
- An automated external defibrillator (AED) is a small portable device that analyzes heart rhythms. It offers the user voice· prompted instructions and if determined to be necessary, can deliver a potentially lifesaving shock to a victim in cardiac arrest. An AED will not deliver a shock to anyone who isn't experiencing life threatening heart rhythm.
- Death from sudden cardiac arrest is not inevitable. If more AEDs were available more lives could be saved.
- AEDs are easy to use, compact, battery operated, lightweight and durable.

With the HeartSafe Program, Concord, Pleasant Hill, Martinez and a part of Lafayette are a more HeartSafe place to live, work, learn and play!

Legislation

Overview of recent California state legislation pertaining to AEDs

ACR 159

Declares September 12th Sudden Cardiac Arrest Awareness Day.

AS 254

Specifically includes schools in California's Good Samaritan Law, extending Good Samaritan coverage to schools choosing to have an AED and staff that use an AED.

ACR 57

A resolution by the state of California that urges all public k-12 schools to implement AED programs.

Mt. Diablo Health Care District

Applicant Information:

Name of Organization:_____

Address (City, State, Zip) _____

_____

Website _____

Main Contact for AED Implementation Title _____

Phone/Fax _____

Email _____

Purpose or function of organization _____

Description of facility /facilities _____

_____

Previous cardiac indices at this site_____ # Employees on-site in a regular day _____

People the organization services in a regular day_____

Types and sizes of any additional groups/organizations that meet at this site

_____

_____

_

Number of AEDS currently on site Number of Employees CPR/ AED Certified

_____

Names of employees to receive training in the use, installation, operation, and maintenance of the AED and AED procedures

_____

_____

Name of employee to be responsible for AED training records

_____

Name of employee to be responsible for maintenance of AED_____

CPR FAST

144 Continente Ave. Suite 130
Brentwood, CA 94513

Invoice

Date	Invoice #
5/20/2011	794

Bill To
Mt. Diablo Healthcare District 1800 Sutter Street Suite 385 Concord, Ca 94520

P.O. No.	Terms	Project
AED Program	Due on receipt	

Quantity	Description	Rate	Amount
4	AED, adult pad, 4 year battery, quick reference card, inspection tag, coordination with ems and shipping	1,221.85	4,887.40T
4	AED Alarmed cabinets	210.00	840.00T
	This invoice is late after 06/20/2011. To avoid a $25.00 late fee please remit payment within 30 days		
	CA Tax	9.25%	529.78

THIS DOCUMENT HAS A COLORED BACKGROUND AND MICROPRINTING. THE REVERSE SIDE INCLUDES AN ARTIFICIAL WATERMARK.

MT DIABLO HEALTH CARE DISTRICT
P O BOX 5929
CONCORD, CA 94524
925-674-2456

Washington Mutual Bank
2097 SALVIO ST
CONCORD, CA 94520
925-682-5501

1453

Date 6/2/2011

Pay to the Order of CPR FAST

$ **6,257.18

Six Thousand Two Hundred Fifty-Seven and 18/100********** Dollars

CPR FAST
144 Sutter Street, Ste 385
Concord, CA 94520

Memo

⑈00001453⑈ ⑆322271627⑆ 3164701655⑈

Please remit to above address.

Total $6,257.18

OK

Mt. Diablo Heath Care District

&

CPR FAST

Provided to the following **Automated External Defibrillators (AEDs) &** Policies and Procedures to:

Pacheco Community Center ***Provided 1 AED***
5800 Pacheco Boulevard Pacheco, CA 94553

Pine Hollow Middle School ***Provided 1 AED***
5522 Pine Hollow Road Concord, CA 94521

Oak Grove Middle School ***Provided 1 AED***
2050 Minert Road Concord, CA 94520

El Dorado Middle School ***Provided 1 AED***
1750 West Street Concord, CA 94520

Example

Mt. Diablo Heath Care District
&
CPR FAST

Provided to the following **Automated External Defibrillator (AED) &** Policies and Procedures to:

Pacheco Community Center

5800 Pacheco Boulevard Pacheco, CA 94553

On:

June 8, 2011

144 Continente Ave Suite 130, Brentwood, CA 94513 * Phone: 925-240-5225 * Fax: 925-240-5256

Pacheco Community Center

AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

POLICIES AND PROCEDURES

Table of Contents

SECTION NAME	SECTION NUMBER
AED Overview	1.0
Definitions	2.0
Program Coordinator	3.0
Equipment Requirement	4.0
Training Requirements	5.0
AED Protocols	6.0

APPENDICES

Appendix A-Phone List

Appendix B-AED Post Incident Report Form

Appendix C-Equipment Location

Appendix D-Equipment Checklist

Appendix E-California AED Law Sources
- California Health & Safety Code, § 1797.190, 1979.196
- California Health & Safety Code, § 104113
- California Civil Code, § 1714.2m 1714.21
- California Code of Regulations, Title 22, §§ 100031-100043

Pacheco Community Center

SECTION NAME: AED Overview

SECTION NUMBER: 1.0
PAGE: 1 of 1

This document applies to the above named client's use of the Philips HeartStart OnSite Automated External Defibrillator (AED).

Any and all use of the AED, training requirements, policies and procedures reviews, and post event reviews will be under the auspices of the "medical director" **Dr. Joe Barger** a licensed physician in California **(license # G45426).**

Pacheco Community Center

AED MEDICAL AUTHORIZATION FORM

NAME OF COMPANY: Pacheco Community Center

ADDRESS: 5800 Pacheco Boulevard Pacheco, CA 94553

PHONE: 925-676-8877

CONTACT PERSON: Joyce Glentzer

CONTACT PHONE: 925-676-8877

In accordance with California Code of Regulations, Title 22, Division 9, Chapter 1.8, medical direction is required to implement an Automated External Defibrillator (AED) program. While the Philips HeartStart OnSite AED does not need a medical prescription, the Philips HeartStart FR2 and FRx do require a prescription. Completion of this form authorizes the above organization to develop such a program under your auspices for the OnSite, FR2, and FRx AEDs, and in addition serves as a prescription for the FR2/FRx AEDs.

MEDICAL DIRECTOR: Dr. Joseph Barger

ADDRESS: 1340 Arnold Drive, Suite 126 Martinez, California 94553

PHONE: 925-646-4690

LICENSE # G45426

Pacheco Community Center

SECTION NAME: Definitions

SECTION NUMBER: 2.0
PAGE: 1 of 1

This section defines terms related to AED policies and procedures

Definitions

1. "AED" shall refer to the Philips HeartStart OnSite, an automated external defibrillator capable of cardiac rhythm analysis, which will charge and deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia when applied to an unconscious patient with absent respirations and no signs of circulation. The automated defibrillator requires user interaction in order to deliver a shock.

2. "AED Service Provider" means any agency, business, organization or individual who purchases an AED for use in a medical emergency involving an unresponsive person who is not breathing. This definition does not apply to individuals who have had an AED prescribed by a physician for use on a specifically identified individual.

3. "Lay Rescuer" means any person, not otherwise licensed or certified to use the automated external defibrillator, who has met the training standards and includes trained employees of the AED Services Provider

4. "Medical Director" means a physician and surgeon, currently licensed in California who provides medical oversight to the AED service provider. The medical director shall review each incident that may involve use of an AED and ensure that quality improvements activities are taken, if indicated. The medical director shall approve the written policies and procedures of the AED service provider.

5. "Internal Emergency Response Plan" means a written plan of action which utilizes responders within a facility to activate the "9-1-1" emergency system, and which provides for the access, coordination, and management of immediate medical care of seriously ill or injured individuals.

6. "CPR" means cardiopulmonary resuscitation which is a basic emergency procedure for life support, consisting of artificial respiration, manual external cardiac massage, and maneuvers for relief of foreign body airway obstruction.

7. "EMS" means Emergency Medical Services

Pacheco Community Center

SECTION NAME: Program Coordinator

SECTION NUMBER: 3.0
PAGE: 1 of 1

At all times, while these policies and procedures are in effect, the above named client will maintain a program coordinator. This person is responsible for the overall coordination, implementation, and continued operation and current protocols of the program.

1. The program coordinator or alternate contact will be available in person or by phone within a reasonable amount of time to answer any questions or concerns of the lay rescuer.

2. The program coordinator or designee shall ensure that all issues related to training, such as scheduling of basic and periodic reviews, maintenance of training standards, and record keeping is managed on a continuing basis.

3. The program coordinator or designee will ensure that all equipment stock levels are maintained and/or ordered as stipulated in "Equipment Requirement" (See Section 4.0 of this document) and readiness checks and record maintenance are done in accordance with California Code of Regulations, §§100031-100043 and manufacturer's recommendations.

4. If the program coordinator or designee needs to have any issues addressed, she/he may contact CPR FAST at 925-240-5225.

5. The program coordinator will have a list of the appropriate telephone numbers in compliance with above paragraphs, numbers 1 and 4. (Appendix A). If any contact information changes, the program coordinator will be notified within 72 hours.

6. The program coordinator or designee shall notify the local EMS agency of the use of the AED whether or not shocks have been delivered.

7. Program coordinator will take measures to update AEDs as new protocols are established and ensure that policies, procedures and training are in alignment with these protocols.

Pacheco Community Center

SECTION NAME: Equipment Requirement

SECTION NUMBER: 4.0
PAGE: 1 of 1

The type and amount of AED equipment will be maintained as outlined below. The program coordinator or designee will assure replacements are ordered as soon as possible after equipment is used or exceeds the expiration date. Equipment is located as shown in Appendix C.

The following stock levels and expiration dates **shall** be checked every 30 days and maintained as follows:

Per AED:

	Item Description	Quantity
	HeartStart OnSite AED	1
	Carrying Case with Quick Reference Guide	1 per AED
	Defibrillator Pads Cartridge	1 set/AED
	Battery Pack (Optional)	1 per AED 1 extra (if ordered)

Readiness for use will be checked at least every 30 days and after every use. Records **shall** be maintained using Appendix D or an AED Check Tag, which resembles a tag used for fire extinguisher maintenance.

AEDs are to be maintained in working order with current protocols for AED use.

Pacheco Community Center

SECTION NAME: Training Requirements

SECTION NUMBER: 5.0
PAGE: 1 of 2

If you do not already have a resource for certification and refresher training, training is available from CPR FAST upon request.

The training requirements for a lay responder are outlined below.

CPR and AED training shall comply with the American Heart Association or American Red Cross CPR and AED guidelines.

1. The training shall include the following topics and skills
    a. Basic CPR skills
    b. Proper use, maintenance, and periodic inspection of the AED
    c. The importance of early activation of the Emergency Response Plan, early CPR, early defibrillation, early advanced life support, and internal emergency response plan, if applicable.
    d. Overview of the local EMS system, including 9-1-1 access, and interaction with EMS personnel
    e. Assessment of an unconscious patient to include evaluation of airway and breathing, to determine the appropriateness of applying and activating an AED.
    f. Information relating to defibrillator safety precautions to enable the individual to administer shocks without jeopardizing the safety of the patient or the lay responder or other nearby persons to include, but not limited to:
        1) Age and weight restrictions for the use of the AED
        2) Presence of water of liquid on or around the victim
        3) Presence of transdermal medications, implanted pacemakers or automatic implanted cardioverter-defibrillators
    g. Recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged
    h. Rapid, accurate assessment of the patient's post-shock status to determine if further activation of the AED is necessary
    i. The responsibility for continuation of care, such as continued CPR and repeated shocks, as indicated, until the arrival of professional medical personnel

2. All successful participants will receive an AED course completion card.

3. The lay rescuer shall maintain current CPR and AED certification.

Pacheco Community Center

SECTION NAME: Training Requirements

SECTION NUMBER: 5.0
PAGE: 2 of 2

4. The required text will meet the guidelines of the American Heart Association or American Red Cross, although it does not have to be the AHA or ARC text.

5. Basic and review sessions will be conducted according to the following schedule:
    a) CPR/AED classes will be conducted at least every two years.
    b) Periodic reviews will be at the discretion of the medical director, with a one-year minimum. Program coordinator may schedule reviews more often if deemed necessary.

6. Training records will be maintained by the above named client. The course completion card signifies satisfactory performance of the CPR and AED skills.

Pacheco Community Center

SECTION NAME: AED Protocols

SECTION NUMBER: 6.0
PAGE: 1 of 4

While the California Civil Code § 1714.2-1714.21 allows AEDs to be applied to patients by individuals who have not been trained in CPR and AED, the code also requires organizations with AEDs to have trained lay responders Trained lay responders will:

Pass a competency demonstration of skills on a manikin directly observed by an instructor.

Maintain continued competency in CPR and AED by participating in yearly training and skills proficiency demonstrations

Be familiar with the internal Emergency Response Plan

Comply with the requirements set forth in these policies and procedures.

For every AED unit acquired up to five units, no less than one lay rescuer per AED unit shall complete a training course in CPR and AED use. After the first five AED units are acquired, one lay rescuer shall be trained for each additional five AED units acquired. Lay rescuers available to respond to an emergency that may involve the use of an AED shall be available during normal operating hours

Pacheco Community Center

SECTION NAME: AED Protocols

SECTION NUMBER: 6.0
PAGE: 2 of 4

Internal Emergency Response Plan

First person on the scene:

1. Will initiate the Chain of Survival by shouting for help and stating there is a medical emergency. A bystander will be sent to call 911 or activate the in-house Emergency Response System from a land-line and get the AED. An additional bystander will be sent to escort Emergency Medical Services to the emergency scene.

Initial protocol for the unconscious victim is as follows:

1. Upon arrival, assess the scene safety; use universal precautions
2. Assess patient for unresponsiveness
3. Scan for normal breathing or no breathing
4. Perform CPR until AED arrives

Begin AED treatment:

1. Turn on AED and follow the prompts.
2. Dry shave chest with disposable razor if indicated. Discard razor in a safe manner. Wipe chest if it is wet.
3. Apply defibrillation pads. Make sure the AED pads are placed in the proper location and that they make good skin contact with the chest. Do not place AED pads over the nipple, medication patches, jewelry, or implanted devices.
4. Deliver a shock to the patient when advised by the AED after first clearing the patient area.
5. Continue to follow AED prompts and perform CPR until EMS takes over.

Pacheco Community Center

SECTION NAME: AED Protocol

SECTION NUMBER: 6.0
PAGE: 4 of 4

Post- Use Notification, Written Documentation, and Recordkeeping

1. The program coordinator or designee shall be notified within 24 hours.

2. If grief counseling is deemed necessary, referrals may be made to professional grief counseling organizations.

3. In addition to information obtained from the AED, documentation of the incident shall be completed as follows:
    a. Complete the AED Post Incident Report (Appendix B) whether or not shocks are delivered and send to the medical director, along with the AED record of the event.
    b. Notify the county EMS agency according to their procedure.

4. The medical director, program coordinator, and/or designees will review the AED record of the event and the AED Post Use Report and interview the lay responders involved in the emergency response to ensure that:
    a. The lay responders quickly and effectively set up the necessary equipment.
    b. When indicated, the initial shock was delivered within an appropriate amount of time given the particular circumstances.
    c. Adequate basic life support measures were maintained.
    d. The defibrillator was activated safely and correctly.
    e. The care provided was in compliance with the internal emergency response guidelines set forth in this section of the document.

5. Following the post incident review, a copy of all written documentation concerning the incident will be maintained on site.

Pacheco Community Center

APPENDIX A: CONTACT PHONE LIST

For information and assistance regarding the AED program, the individuals listed below may be contacted. Every effort should be made to first contact the program coordinator or alternate contact. Only in a case of an emergency event or when the program coordinator or alternate cannot be reached, will contact be made with CPR FAST or the medical director. **If any contact information changes, the program coordinator and CPR FAST 925-240-5225 will be notified within 72 hours.**

PROGRAM COORDINATOR

Name	Joyce Glentzer
Client:	Pacheco Community Center
Phone:	925-676-8877
Cell:	NA
Fax	925-676-8877
E Mail:	ptc1858@pacbell.net

ALTERNATE CONTACT

Name	NA
Client:	NA
Phone:	NA
Cell:	NA
Fax	NA
E Mail:	NA

MEDICAL DIRECTOR

Physician Name: Dr. Joe Barger
Phone: 925- 646-4690

AED CONSULTANT

Kristen Helmick or Brian Helmick
CPR FAST
Phone: 925-240-5225
Kristen's Cell: 925-783-7268
Brian's Cell: 925-200-5497

Pacheco Community Center

APPENDIX B: AED POST INCIDENT REPORT

Patient's last name	Patient's first name		Patient's address	
Phone number ( )	City		State	Zip
SEX: ☐ Male ☐ Female	Incident Date:		AED operator:	
Incident location (lobby, loading dock etc)			Assistant:	
Incident address			Assistant:	
Estimated time from patient's collapse until CPR begun:			Estimated total time of CPR until application of AED	
Was cardiac arrest witnessed? Yes ☐ No ☐ Unknown ☐	By whom:		Time:	
Was CPR started? Yes ☐ No ☐	By whom:		Time:	
Did the patient ever regain a pulse?	Time:	Did the patient begin breathing?		Time:
Did Patient ever regain consciousness?	Time:	Hospital patient taken to:		Time:
Other treatment:		Transporting agency:		

Comment/concerns:_____

_____

_____

_____

_____

_____

Report completed by: _____ Date: _____

Prescribing physician
Review/recommendations_____

_____

_____

_____

_____

_____

_____

Pacheco Community Center

APPENDIX C: Equipment Location

Pacheco Community Center

5800 Pacheco Boulevard Pacheco, CA 94553

1. Main Building

- *Serial Number- A11A-00717*

Pacheco Community Center

MONTHLY AED CHECK LIST

DATE												
SUPPLIES AVAILABLE a. Two sets of defibrillation cartridges, within expiration date, undamaged b. Ancillary supplies: towel, razor, shears, barrier pack c. Spare battery within "install before" date d. Pediatric cartridge within expiration date. (if available)												
STATUS INDICATOR a. Self test okay - verified by noting green blinking light in status indicator												
ONSITE UNIT a. Clean, no dirt or contamination b. No damage present to unit or carrying case												
CABINET a. Alarm decibel OK b. Key available c. Strobe light operational (if available)												
AED SIGN a. Present and unobstructed b. Enough signage to find AED												
INITIALS OF INSPECTOR												

REMARKS, PROBLEMS, CORRECTIVE ACTION

APPENDIX E

California Code of Regulations
Title 22. Social Security
Division 9. Prehospital Emergency Medical Services
Chapter 1.8. Lay Rescuer Automated External Defibrillator Regulations

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Article 1. Definitions

§ 100031. AED Service Provider.
"AED Service Provider" means any agency, business, organization or individual who purchases an AED for use in a medical emergency involving an unconscious, person who is not breathing. This definition does not apply to individuals who have been prescribed an AED by a physician for use on a specifically identified individual.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§ 100032. Lay Rescuer
"Lay Rescuer" means any person, not otherwise licensed or certified to use the automated external defibrillator, who has met the training standards of this chapter.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code, Section 1714.21, Civil Code.

§ 100033. Automated External Defibrillator.
"Automated external defibrillator" or "AED" means an external defibrillator that after user activation is capable of cardiac rhythm analysis and will charge and deliver a shock, either automatically or by user interaction, after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§ 100034. Cardiopulmonary Resuscitation.
"Cardiopulmonary resuscitation" or "CPR" means a basic emergency procedure for life support, consisting of artificial respiration, manual external cardiac massage, and maneuvers for relief of foreign body airway obstruction.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§ 100038. Required Topics and Skills Continued.

(4) overview of the local EMS system, including 9-1-1 access, and interaction with EMS personnel;
(5) assessment of an unconscious patient, to include evaluation of airway and breathing, to determine appropriateness of applying and activating an AED;
(6) information relating to defibrillator safety precautions to enable the individual to administer shock without jeopardizing the safety of the patient or the Lay Rescuer or other nearby persons to include, but not be limited to;
(A) age and weight restrictions for use of the AED,
(B) presence of water or liquid on or around the victim,
(C) presence of transdermal medications, and
(D) implantable pacemakers or automatic implantable cardioverter-defibrillators;
(7) recognition that an electrical shock has been delivered to the patient and that the defibrillator is no longer charged;
(8) rapid, accurate assessment of the patient's post-shock status to determine if further activation of the AED is necessary; and,
(9) the responsibility for continuation of care, such as continued CPR and repeated shocks, as indicated, until the arrival of more medically qualified personnel.
(b) The Lay Rescuer shall maintain current CPR and AED training, as prescribed in this Chapter.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§ 100039. Testing.
CPR and AED training for Lay Rescuers shall include a competency demonstration of skills on a manikin, directly observed by an instructor which tests the specified conditions prescribed in Section 100038.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

Article 4. Operational AED Service Provider and Vendor Requirements

§ 100040. Medical Director Requirements
Any AED Service Provider shall have a physician Medical Director who:
(a) Meets the qualifications of a Medical Director per Section 100036 of this Chapter.
(b) Shall ensure that AED Service Provider's Lay Rescuer CPR and AED training meets the requirements of this Chapter.
(c) Shall review each incident where emergency care or treatment on a person in cardiac arrest is rendered and to ensure that the Internal Emergency Response Plan, along with the CPR and AED standards that the Lay Rescuer was trained to, were followed.

§ 100040. Medical Director Requirements Continued

(d) Is involved in developing an Internal Emergency Response Plan and to ensure compliance for training, notification and maintenance as set forth in this Chapter.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§100041. AED Service Provider Operational Requirements.

(a) An AED Service Provider shall ensure their internal AED programs include all of the following:
(1) Development of a written Internal Emergency Response Plan which describes the procedures to be followed in the event of an emergency that may involve the use of an AED and complies with the regulations contained in this Chapter. The written Internal Emergency Response Plan shall include, but not be limited to, immediate notification of 9-1-1 and trained office personnel at the start of AED procedures.
(2) Maintain AEDs in working order and maintain current protocols on the AEDs.
(3) That all applicable local EMS policies and procedures are followed.
(4) That Lay Rescuers complete a training course in CPR and AED use and maintain current CPR and AED training that complies with requirements of this Chapter at a minimum of every two years and are familiar with the Internal Emergency Response Plan.
(5) For every AED unit acquired up to five units, no less than one Lay Rescuer per AED unit shall complete a training course in CPR and AED use that complies with the requirements of this chapter. After the first five AED units are acquired, one Lay Rescuer shall be trained for each additional five AED units acquired. AED Service Providers shall have Lay Rescuers who should be on site to respond to an emergency that may involve the use of an AED unit during normal operating hours.
(6) That the defibrillator is maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, and according to any applicable rules and regulations set forth by the governmental authority under the federal Food and Drug Administration and any other applicable state and federal authority.
(7) That the defibrillator is maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, and according to any applicable rules and regulations set forth by the governmental authority under the federal Food and Drug Administration and any other applicable state and federal authority.
(8) That a mechanism exists to ensure that any person, either a Lay Rescuer as part of the AED Service Provider, or member of the general public who renders emergency care or treatment on a person in cardiac arrest by using the service provider's AED activates the emergency medical services system as soon as possible, and reports any use of the AED to the Medical Director and the local EMS agency.

§100041. AED Service Provider Operational Requirements Continued.

(9) That there is involvement of a currently licensed California physician and surgeon that meets the requirements of Section 100040 of this Chapter.
(10) That a mechanism exists that will assure the continued competency of the CPR and AED trained individuals in the AED Service Provider's employ to include periodic training and skills proficiency demonstrations.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

§100042. AED Vendor Requirements

Any AED vendor who sells an AED to an AED Service Provider shall notify the AED Service Provider, at the time of purchase, both orally and in writing of the AED Service Provider's responsibility to comply with the regulations contained in this Chapter.
(a) Notify the local EMS agency of the existence, location, and type of AED at the time it is acquired.
(b) Provide to the acquirer of the AED all information governing the use, installation, operation, training, and maintenance of the AED.
Note: Authority cited: Sections 1797.107 and 1797.190, Health and Safety Code. Reference: Sections 1797.5, 1797.190, 1797.196, and 104113, Health and Safety Code. Section 1714.21, Civil Code.

THIS REGULATION WAS SUPPORTED BY THE PREVENTIVE HEALTH AND HEALTH SERVICES BLOCK GRANT. ITS CONTENTS ARE SOLELY THE RESPONSIBILITY OF THE AUTHORS AND DO NOT NECESSARILY REPRESENT THE OFFICIAL VIEWS OF CDC.

APPENDIX E

California Statutes Pertaining to Automated External Defibrillators
Effective January 1, 2006

Health and Safety Code
Division 2.5

I. Section 1797.190.

The authority may establish minimum standards for the training and use of automatic external defibrillators.

II. Section 1797.196.

(a) For purposes of this section, "AED" or "defibrillator" means an automated or automatic external defibrillator.

(b) In order to ensure public safety, any person or entity that acquires an AED is not liable for any civil damages resulting from any acts or omissions in the rendering of the emergency care under subdivision (b) of Section 1714.21 of the Civil Code, if that person or entity does all of the following:

(1) Complies with all regulations governing the placement of an AED.

(2) Ensures all of the following:

(A) That the AED is maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, the American Heart Association, and the American Red Cross, and according to any applicable rules and regulations set forth by the governmental authority under the federal Food and Drug Administration and any other applicable state and federal authority.

(B) That the AED is checked for readiness after each use and at least once every 30 days if the AED has not been used in the preceding 30 days. Records of these checks shall be maintained.

(C) That any person who renders emergency care or treatment on a person in cardiac arrest by using an AED activates the emergency medical services system as soon as possible, and reports any use of the AED to the licensed physician and to the local EMS agency.

(D) For every AED unit acquired up to five units, no less than one employee per AED unit shall complete a training course in cardiopulmonary resuscitation and AED use that complies with the regulations adopted by the Emergency Medical Service Authority and the standards of the American Heart Association or the American Red Cross. After the first five AED units are acquired, for each additional five AED units acquired, one employee shall be trained beginning with the first AED unit acquired. Acquirers of AED units shall have trained employees who should be available to respond to an emergency that may involve the use of an AED unit during normal operating hours.

(E) That there is a written plan that describes the procedures to be followed in the event of an emergency that may involve the use of an AED, to ensure compliance with the requirements of this section. The written plan shall include, but not be limited to, immediate notification of 911 and trained office personnel at the start of AED procedures.

II. Section 1797.196 Continued.

(3) When an AED is placed in a building, building owners shall ensure that tenants annually receive a brochure, approved as to content and style by the American Heart Association or American Red Cross, which describes the proper use of an AED, and also ensure that similar information is posted next to any installed AED.
(4) When an AED is placed in a building, no less than once a year, building owners shall notify their tenants as to the location of AED units in the building.
(5) When an AED is placed in a public or private K-12 school, the principal shall ensure that the school administrators and staff annually receive a brochure, approved as to contents and style by the American Heart Association or the American Red Cross, that describes the proper use of an AED. The principal shall also ensure that similar information is posted next to every AED. The principal shall, at least annually, notify school employees as to the location of all AED units on the campus. The principal shall designate the trained employees who shall be available to respond to an emergency that may involve the use of an AED during normal operating hours. As used in this paragraph, "normal operating hours" means during the hours of classroom instruction and any school-sponsored activity occurring on school grounds.
(c) Any person or entity that supplies an AED shall do all of the following:
(1) Notify an agent of the local EMS agency of the existence, location, and type of AED acquired.
(2) Provide to the acquirer of the AED all information governing the use, installation, operation, training, and maintenance of the AED.
(d) A violation of this provision is not subject to penalties pursuant to Section 1798.206.
(e) The protections specified in this section do not apply in the case of personal injury or wrongful death that results from the gross negligence or willful or wanton misconduct of the person who renders emergency care or treatment by the use of an AED.
(f) Nothing in this section or Section 1714.21 may be construed to require a building owner or a building manager to acquire and have installed an AED in any building.
(g) This section shall remain in effect only until January 1, 2013, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2013, deletes or extends that date.

1797.196. (a) For purposes of this section, "AED" or "defibrillator" means an automated or automatic external defibrillator.
(b) In order to ensure public safety, any person who acquires an AED shall do all of the following:
(1) Comply with all regulations governing the training, use, and placement of an AED.
(2) Notify an agent of the local EMS agency of the existence, location, and type of AED acquired.
(3) Ensure all of the following:
(A) That expected AED users complete a training course in cardiopulmonary resuscitation and AED use that complies with regulations adopted by the Emergency Medical Services (EMS) Authority and the standards of the American Heart Association or the American Red Cross.

II. Section 1797.196 Continued.

(B) That the defibrillator is maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, the American Heart Association, and the American Red Cross, and according to any applicable rules and regulations set forth by the governmental authority under the federal Food and Drug Administration and any other applicable state and federal authority.
(C) That the AED is checked for readiness after each use and at least once every 30 days if the AED has not been used in the preceding 30 days. Records of these periodic checks shall be maintained.
(D) That any person who renders emergency care or treatment on a person in cardiac arrest by using an AED activates the emergency medical services system as soon as possible, and reports any use of the AED to the licensed physician and to the local EMS agency.
(E) That there is involvement of a licensed physician in developing a program to ensure compliance with regulations and requirements for training, notification, and maintenance.
(c) A violation of this provision is not subject to penalties pursuant to Section 1798.206.
(d) This section shall become operative on January 1, 2013.

Health and Safety Code
Division 103

III. Section 104113.

(a) (1) Commencing July 1, 2007, every health studio, as defined in subdivision (g) shall acquire an automatic external defibrillator. The requirement to acquire an automatic external defibrillator pursuant to this subdivision shall terminate on July 1, 2012.
(2) Commencing July 1, 2007, and until July 1, 2012, every health studio, as defined in subdivision (g), shall maintain, and train personnel in the use of, any automatic external defibrillator acquired pursuant to paragraph (1).
(3) On or after July 1, 2012, a health studio that elects to continue the installation of an automatic external defibrillator that was acquired pursuant to paragraph (1) shall maintain and train personnel in the use of an automatic external defibrillator pursuant to this section, and shall not be liable for civil damages resulting from the use, attempted use, or nonuse of an automatic external defibrillator as provided by this section.
(b) An employee of a health studio who renders emergency care or treatment is not liable for civil damages resulting from the use, attempted use, or nonuse of an automatic external defibrillator, except as provided in subdivision (f).
(c) When an employee uses, does not use, or attempts to use, an automatic external defibrillator consistent with the requirements of this section to render emergency care or treatment, the members of the board of directors of the facility shall not be liable for civil damages resulting from any act or omission in rendering the emergency care or treatment, including the use or nonuse of an automatic external defibrillator, except as provided in subdivision (f).
(d) Except as provided in subdivision (f), when an employee of a health studio renders emergency care or treatment using an automatic external defibrillator, the owners,

managers, employees, or otherwise responsible authorities of the facility shall not be liable for civil damages resulting from any act or omission in the course of rendering that emergency care or treatment, provided that the facility fully complies with subdivision (e).

(e) Notwithstanding Section 1797.196, in order to ensure public safety, a health studio shall do all of the following:

(1) Comply with all regulations governing the placement of an automatic external defibrillator.

(2) Ensure all of the following:

(A) The automatic external defibrillator is maintained and regularly tested according to the operation and maintenance guidelines set forth by the manufacturer, the American Heart Association, or the American Red Cross, and according to any applicable rules and regulations set forth by the governmental authority under the federal Food and Drug Administration and any other applicable state and federal authority.

(B) The automatic external defibrillator is checked for readiness after each use and at least once every 30 days if the automatic external defibrillator has not been used in the preceding 30 days. Records of these checks shall be maintained.

(C) Any person who renders emergency care or treatment on a person in cardiac arrest by using an automatic external defibrillator activates the emergency medical services system as soon as possible, and reports any use of the automatic external defibrillator to the licensed physician and to the local EMS agency.

(D) For every automatic external defibrillator unit acquired, up to five units, no less than one employee per automatic external defibrillator unit shall complete a training course in cardiopulmonary resuscitation and automatic external defibrillator use that complies with the regulations adopted by the Emergency Medical Services Authority and the standards of the American Heart Association or the American Red Cross. After the first five automatic external defibrillator units are acquired, for each additional five automatic external defibrillator units acquired, a minimum of one employee shall be trained beginning with the first additional automatic external defibrillator unit acquired. Acquirers of automatic external defibrillator units shall have trained employees who should be available to respond to an emergency that may involve the use of an automatic external defibrillator unit during normal operating hours. Acquirers of automatic external defibrillator units may need to train additional employees to assure that a trained employee is available at all times.

(E) There is a written plan that exists that describes the procedures to be followed in the event of an emergency that may involve the use of an automatic external defibrillator, to ensure compliance with the requirements of this section. The written plan shall include, but not be limited to, immediate notification of 911 and trained office personnel at the start of automatic external defibrillator procedures.

(f) Subdivisions (b), (c), and (d) do not apply in the case of personal injury or wrongful death that results from gross negligence or willful or wanton misconduct on the part of the person who uses, attempts to use, or maliciously fails to use an automatic external defibrillator to render emergency care or treatment.

III. Section 104113 Continued.

(g) For purposes of this section, "health studio" means any facility permitting the use of its facilities and equipment or access to its facilities and equipment, to individuals or groups for physical exercise, body building, reducing, figure development, fitness training, or any other similar purpose, on a membership basis. "Health studio" does not include any hotel or similar business that offers fitness facilities to its registered guests for a fee or as part of the hotel charges.

California Civil Code
Division 3

III. Section 1714.2.

(a) In order to encourage citizens to participate in emergency medical services training programs and to render emergency medical services to fellow citizens, no person who has completed a basic cardiopulmonary resuscitation course which complies with the standards adopted by the American Heart Association or the American Red Cross for cardiopulmonary resuscitation and emergency cardiac care, and who, in good faith, renders emergency cardiopulmonary resuscitation at the scene of an emergency shall be liable for any civil damages as a result of any acts or omissions by such person rendering the emergency care.
(b) This section shall not be construed to grant immunity from civil damages to any person whose conduct in rendering such emergency care constitutes gross negligence.
(c) In order to encourage local agencies and other organizations to train citizens in cardiopulmonary resuscitation techniques, no local agency, entity of state or local government, or other public or private organization which sponsors, authorizes, supports, finances, or supervises the training of citizens in cardiopulmonary resuscitation shall be liable for any civil damages alleged to result from such training programs.
(d) In order to encourage qualified individuals to instruct citizens in cardiopulmonary resuscitation, no person who is certified to instruct in cardiopulmonary resuscitation by either the American Heart Association or the American Red Cross shall be liable for any civil damages alleged to result from the acts or omissions of an individual who received instruction on cardiopulmonary resuscitation by that certified instructor.
(e) This section shall not be construed to grant immunity from civil damages to any person who renders such emergency care to an individual with the expectation of receiving compensation from the individual for providing the emergency care.

Section 1714.21.

(a) For purposes of this section, the following definitions shall apply:
(1) "AED" or "defibrillator" means an automated or automatic external defibrillator.
(2) "CPR" means cardiopulmonary resuscitation.
(b) Any person who, in good faith and not for compensation, renders emergency care or treatment by the use of an AED at the scene of an emergency is not liable for any civil damages resulting from any acts or omissions in rendering the emergency care.

Section 1714.21 Continued.

(c) A person or entity who provides CPR and AED training to a person who renders emergency care pursuant to subdivision (b) is not liable for any civil damages resulting from any acts or omissions of the person rendering the emergency care.
(d) A person or entity that acquires an AED for emergency use pursuant to this section is not liable for any civil damages resulting from any acts or omissions in the rendering of the emergency care by use of an AED, if that person or entity has complied with subdivision (b) of Section 1797.196 of the Health and Safety Code.
(e) A physician who is involved with the placement of an AED and any person or entity responsible for the site where an AED is located is not liable for any civil damages resulting from any acts or omissions of a person who renders emergency care pursuant to subdivision (b), if that physician, person, or entity has complied with all of the requirements of Section 1797.196 of the Health and Safety Code that apply to that physician, person, or entity.
(f) The protections specified in this section do not apply in the case of personal injury or wrongful death that results from the gross negligence or willful or wanton misconduct of the person who renders emergency care or treatment by the use of an AED.
(g) Nothing in this section shall relieve a manufacturer, designer, developer, distributor, installer, or supplier of an AED or defibrillator of any liability under any applicable statute or rule of law.

MT. DIABLO HEALTH CARE DISTRICT

CPR ANYTIME

(see our web site)
www.mtdiablohealthcaredistrict.ca.gov

Start! With Small Steps

It is not about radical lifestyle changes, or costly health makeovers. It's about taking small steps each day to improve your health. Eat more fruits and vegetables. Park your car further away from your office. Take a walk with a loved one each night to talk through the day's successes and challenges.

With one out of every two people in this country dying from heart disease, it's time for us, our families and communities to make a difference with every step we take…

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy and collaboration.

REPORT ON CPR ANYTIME

Drop a pebble into a pond and watch the ripples reach the opposite shore.

The Mt. Diablo Health Care District in collaboration with the American Heart Association and the Contra Costa County Health Services completed CPR training for 3,012 freshman students in the Mt. Diablo Unified School District during the week of May 17th, 2010.

This program has great potential to multiply as each student has the confidence to teach members of their family how they too can SAVE LIVES.

Monique Bradley, mother of Darius Jones who died on a basketball court at DeLaSalle last year, at the age of 15, captured the attention of the students and brought the message home… "that cardiac arrest can happen to anyone!"

Joe Farrell, a physical therapist, who had saved the life of a friend on a golf course the previous year, found that he too was saved as he suffered cardiac arrest at a meeting this year and is devoting his time to teach others CPR.

By making this our yearly **"signature program"** we can exponentially create a **Heart Healthy Community.**

We also appeared before the Contra Costa Board of Supervisors and presented them with CPR Anytime kits and watched as they performed CPR on the inflatable Mini Anne.

Grace Ellis, Secretary/Treasurer
Program Developer
gellis616@sbcglobal.net

MT. DIABLO HEALTH CARE DISTRICT

STRATEGIC PLAN---2009

PREVENTION AND INTERVENTION OF SUDDEN DEATH FROM CARDIAC EVENTS

Goal: To teach 9th grade adolescents in our District in the practice of CPR and the use of AEDs

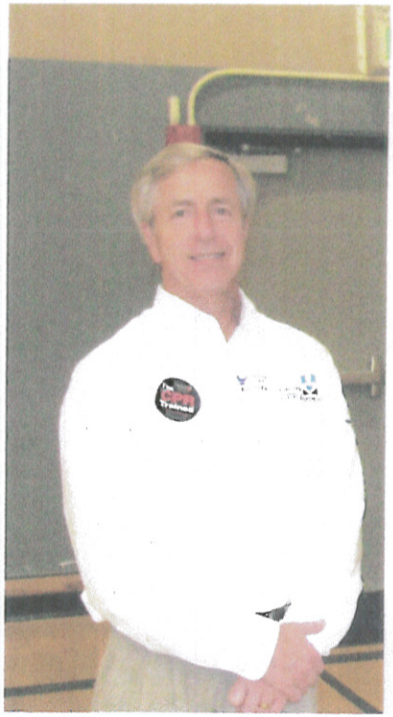
To increase public knowledge of cardiac risk factors, prevention of cardiac disease and interventions of sudden cardiac death

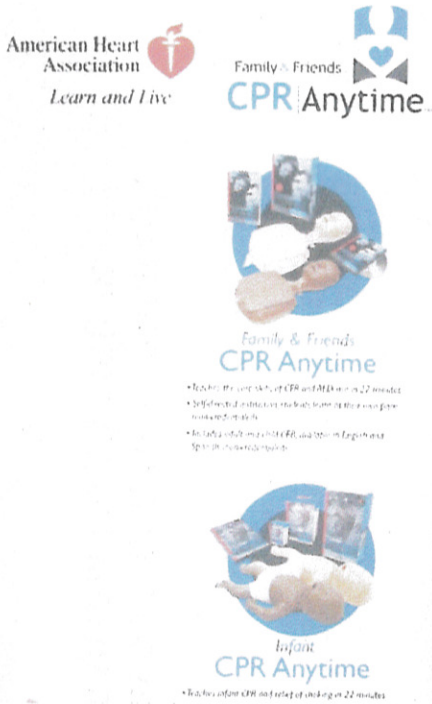
Objectives:

- By June 2010, 1000 persons, newly trained in CPR practice and AED use.
- By June, 2010. eight AEDs will be placed within the District.
- By June 2010, seven community teaching booths, containing information on risk factors for cardiac disease, lifestyle practices of prevention of heart disease, and early intervention through CPR and use of AEDs will be held at popular community events such as Farmer's Markets and Health Fairs.

See Attached data supporting the benefit to the community

CPR ANYTIME
May 2010





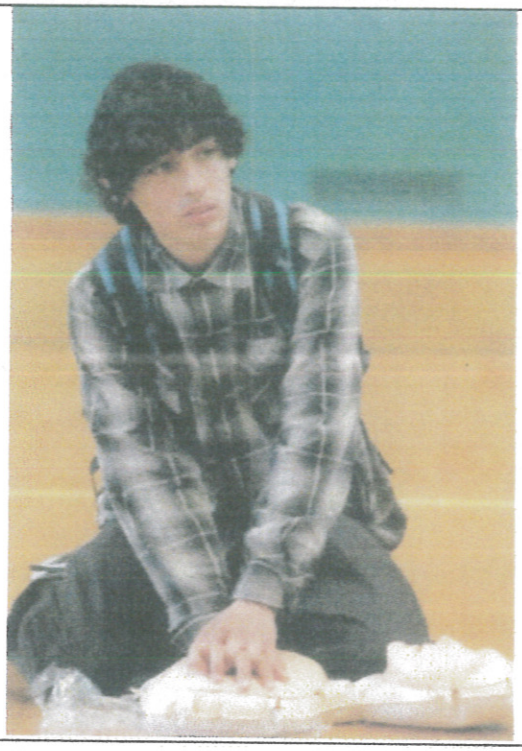
John Hay
American Heart Association

Grace Ellis
Mt. Diablo Health Care District

Pam Dobson
Contra Costa Medical Services

Contra Costa County Board of Supervisors

Contra Costa County Board of Supervisors



Carlos Orozco, a freshman at Mt. Diablo High School in Concord, Calif., watches a video as he tries to perform CPR Wednesday May 19, 2010 . More than 3,000 Contra Coşta County ninth graders will learn CPR this month following a rise in sudden cardiac arrest among young people.(Dan Rosenstrauch/Staff)

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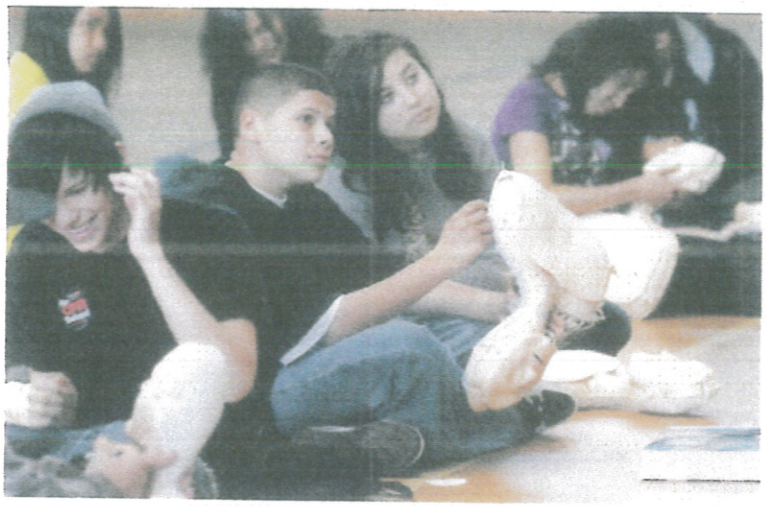

Freshman students at Mt. Diablo High School in Concord, Calif. look on as they watch a video of how to save a life by giving CPR Wednesday May 19, 2010 at Mt. Diablo High School. More than 3,000 Contra Costa County ninth graders will learn CPR this month following a rise in sudden cardiac arrest among young people.(Dan Rosenstrauch/Staff)

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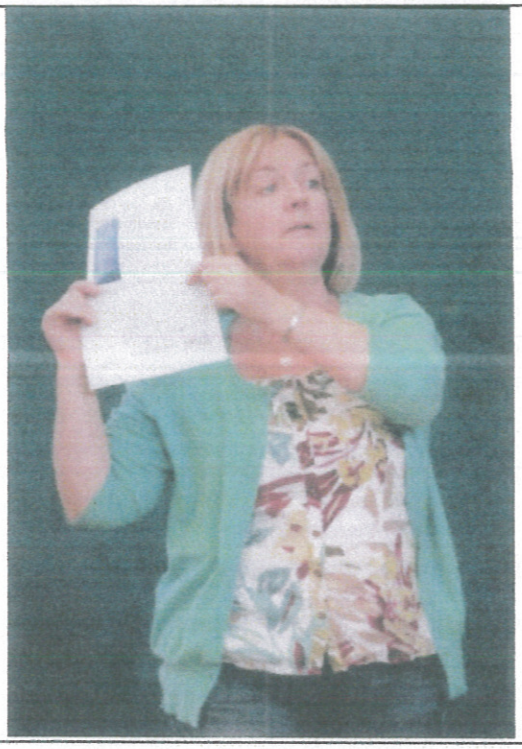


Pam Dodson of the County Health Department talks to freshman students at Mt. Diablo High School in Concord, Calif. about how to save a life by giving CPR Wednesday May 19, 2010 . More than 3,000 Contra Costa County ninth graders will learn CPR this month following a rise in sudden cardiac arrest among young people.(Dan Rosenstrauch/Staff)

« 1 2 3 4 5 »

CPR ANYTIME
May 2010

American Heart Association®
Learn and Live℠

CPR facts and statistics

- About 75 percent to 80 percent of all sudden cardiac arrests happen at home, so being trained to perform cardiopulmonary resuscitation (CPR) can mean the difference between life and death for a loved one.
- Effective bystander CPR, provided immediately after sudden cardiac arrest, can double or triple a victim's chance of survival.
- CPR helps maintain vital blood flow to the heart and brain and increases the amount of time that an electric shock from a defibrillator can be effective.
- Approximately 94 percent of sudden cardiac arrest victims die before reaching the hospital.
- On average, only 27.4 percent of out-of-hospital sudden cardiac arrest victims receive bystander CPR.
- Death from sudden cardiac arrest is not inevitable. If more people knew CPR, more lives could be saved.
- Brain death starts to occur four to six minutes after someone experiences sudden cardiac arrest if no CPR or defibrillation occurs during that time.
- If bystander CPR is *not* provided, a sudden cardiac arrest victim's chances of survival fall 7 percent to 10 percent for every minute of delay until defibrillation. Few attempts at resuscitation are successful if CPR and defibrillation are *not* provided within minutes of collapse.
- About 310,000 coronary heart disease deaths occur out-of-hospital or in emergency departments each year in the United States. Of those deaths, about 166,200 are due to sudden cardiac arrest – nearly 450 per day.
- Sudden cardiac arrest is most often caused by an abnormal heart rhythm called ventricular fibrillation (VF). Cardiac arrest can also occur after the onset of a heart attack or as a result of electrocution or near-drowning.
- When sudden cardiac arrest occurs, the victim collapses, becomes unresponsive to gentle shaking, stops normal breathing and after two rescue breaths, still isn't breathing normally, coughing or moving.

Mt. Diablo Health Care District

Contact Person for Each Mt. Diablo Unified School District High School

Name of School	Address of School	Contact Person	School Phone #	Number of Freshmen Students
Clayton Valley High School	1101 Alberta Way, Concord, CA 94521-3799	Jennifer Garcia	925-682-7474	555
College Park High School	201 Viking Dr., Pleasant Hill, CA 94523-1809	Scott Wood	925-682-7670	590
Concord High School	4200 Concord Blvd., Concord, CA 94521-1059	Tracy Conley & Megan Coddington	925-687-2030	460 (420 CHS + 40 TLC)
Mt. Diablo High School	2450 Grant St., Concord, CA 94520-2297	Yvonne McClain	925-682-4030	550
Northgate High School	425 Castle Rock Rd., Walnut Creek, Ca 94598-4520	Bob Johnson & John Campopiano	925-938-0900	382
Ygnacio Valley High School	755 Oak Grove Rd., Concord, CA 94518-2801	Cesar Ortiz	925-685-8414	475

3,012. Students

MT. DIABLO HEALTH CARE DISTRICT

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Mt. Diablo Health Care District to a majority of members of the public less than 72 hours prior to that meeting are available for public inspection at:
1800 Sutter Street, Suite 385 Concord, California 94520
info@mtdiablohealthcaredistrict.ca.gov
www.mtdiablohealthcarediatrict.ca.gov

School	Teacher	Period	Student

Date	Return by date	Additional # of people trained

CPR Anytime Training Form

DID YOU KNOW?

Each year, cardiovascular disease and sudden cardiac arrest claim the lives of 325,000 Americans before they reach a hospital.

Almost 80 percent of cardiac arrests occur at home and are witnessed by a family member. Currently the survival rate of cardiac arrest victims is approximately 6.4 percent.

CPR can double a victim's chance of survival by maintaining vital blood flow to the heart and brain until more advanced care can be given.

Instructions for use: If a family member or friend has used the manikin before you, follow the cleaning instructions above before use. Place the manikin on the floor (or on a low table if necessary) in front of the TV. Insert the DVD, choose "Main Menu" and "Play all". For the Spanish version, choose "Espanol" from the Main Menu. Follow the facilitators' instructions on the DVD. Watch and do the skills as presented. To complete adult CPR requires 22 minutes. At the end of that time, you may choose to continue the DVD for more information on child CPR, protective devices, choking, and AEDs.

Cleaning instructions: Use a Manikin Wipe to clean exterior of face, the mouth cavity and the back of the mouth plate. To remove the manikin face and wash in soapy water or dishwasher, please refer to cleaning instructions printed inside the CPR Anytime box on back panel.

XYZ School – Mt. Diablo Health Care District

Please have those you train sign below. Use the back of the paper for additional signatures if needed.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Parent signature _____

LESSONS LEARNED

2009-2010

Developing a Program with the Mt. Diablo Unified School District takes time.

1. Nothing happens in the School District between May and September
2. There are Winter Breaks and Spring Breaks
3. The person in charge of curriculum was out on Pregnancy leave
4. A new Superintendent of schools was being named and nothing happened until he took office.
5. It took about 18 months to put the Heart Health Program in place
6. The Funds were set aside for 2010

New Mt. Diablo schools chief making budget priority No. 1

Superintendent making the rounds at local campuses, speaking with parents about bond measure

By Theresa Harrington
tharrington@bayareanewsgroup.com

CONCORD — The new Mt. Diablo school district superintendent is wasting no time coming up with ideas to revitalize the district, despite deep budget cuts.

He's making the rounds at local schools, meeting with parents and pitching the idea of a facilities bond measure that could help pay for solar projects that would cut down on the district's $3.5 million annual electricity bill.

Steven Lawrence also would like to introduce distance learning to high school campuses, with a teacher in one classroom using telecommunications to educate those in other classrooms in the district. This would help save small classes such as Advanced Placement calculus, which could be in jeopardy because of ongoing budget reductions.

At a parent meeting Thursday on the Concord High School campus, Lawrence said a bond measure would be easier to pass than a parcel tax, because it would need only 55 percent of voters to approve it, as opposed to the two-thirds required for a parcel tax.

But some parents at the sparsely attended meeting said the district needs to build trust in the community before it can expect voters to give it more money.

"We do have a trust issue," Lawrence said. "I've heard that at every meeting. ... It's like a relationship. ... I would ask for time, because I realize that it's about action."

He said many parents are worried about the district's plan to close schools. Lawrence said he has no plan yet to shutter any specific campus, and he invites parents to become involved in the process. By closing schools, he said, the district can save about $1.5 million a year and protect programs.

One student asked how Lawrence expects to keep meeting revenue goals for attendance, if electives are eliminated. Often, these courses motivate students to come to school, the teenage boy said.

"I know that when I sit in this chair, everything that's ever been

KARL MONDON/STAFF

Steven Lawrence is the new superintendent of the Mt. Diablo Unified School District. Lawrence was formerly superintendent of the Washington Unified School District in West Sacramento.

SUPERINTENDENT MEETINGS:

7 p.m. Tuesday at Clayton Valley High in Concord; Wednesday at Mt. Diablo High in Concord; Feb. 24 at Riverview Middle School in Bay Point; and Feb. 25 at Ygnacio Valley High in Concord. More information is available by calling 925-682-8000, Ext. 4010 or visiting www.mdusd.org.

sin the community and discuss joint projects. He plans to move his family into the district, where he will oversee his children's schooling along with the education of about

> "We do have a trust issue. I've heard that at every meeting. ... It's like a relationship. ... I would ask for time, because I realize that it's about action."
>
> — *Superintendent Steven Lawrence*

ter the meeting, parents gave Lawrence mixed reviews. Some were encouraged, while others were un-

LEGISLATION

PRESERVING *our* COMMUNITIES

ACHD|ALPHA FUND LEGISLATIVE PROGRAM

ACHD / ALPHA Fund – Monthly Legislative Report
(As of April 21, 2011)

Subject and Bill - ACHD Position	Status	Assigned	Priority
Coverage & Reimbursement			
AB 113 (Monning D) **Health: hospitals: Medi-Cal.** This bill would create the "Non-Designated Public Hospital Inter-Governmental Transfer Fund." Would enable District Hospitals to draw down additional federal funding, using Inter-Governmental Transfers. **SUPPORT**	ASSEMBLY CHAPTERED 4/13/2011	Peter	High
SB 90 (Steinberg D) **Health: hospitals: Medi-Cal.** Enacts six month extension of Hospital Quality Assurance Fee, reverses 10% Medi-Cal fee-for-service provider rate cuts, authorizes OSHPD to grant individual hospitals an extension of seismic safety mandates for up to 7 years. **SUPPORT**	SENATE CHAPTERED 4/13/2011	Peter	High
Elder Care			
AB 40 (Yamada D) **Elder abuse: reporting.** Addresses the reporting of suspected elder abuse. Currently a mandated reporter of suspected elder abuse may choose between reporting the matter to the local Ombudsman or to local law authorities. AB 40 will require notice to both agencies. **SUPPORT**	ASSEMBLY PUB. S. 3/30/2011	Tom	Medium
Hospital			
AB 30 (Hayashi D) **Health facilities: security plans.** Adds additional administrative burden for monitoring, tracking and reporting incidents of violence within the workplace with the potential of civil penalties for untimely reporting of incidents. **OPPOSE**	ASSEMBLY APPR. 3/23/2011	Tom	Medium
AB 762 (Smyth R) **Public health: medical waste.** Clarifies existing law on the collection, consolidation and treatment of medical waste as defined. **Support**	ASSEMBLY HEALTH 4/4/2011	Tom	Medium
AB 1339 (Gorell R) **Income tax credits: emergency standby generators.** Recognizes the implications on Emergency Services ability to sustain operations in an environment of no electrical service. **SUPPORT**	ASSEMBLY REV. & TAX 3/21/2011	Tom	Medium
SB 21 (Liu D) **Long-term care: assessment and planning.** Would require DHCS to develop a tool for the uniform assessment of individuals in need of long term care, with a goal of organizing at the County level information effectively accessing support services. **SUPPORT**	SENATE APPR. 3/25/2011	Tom	Medium
SB 24 (Simitian D) **Personal information: privacy.** The Bill expands/defines the reporting obligations of entities who suspect that there has been a breach of security relative to protected information within their charge. In the event that the breech impacts 500 or more individuals, the responsible entity must file a report with the Attorney General. **SUPPORT**	ASSEMBLY DESK 4/14/2011	Tom	Medium

SB 134 (Corbett D) **Health care districts: transfers of assets.** This Bill deals with the issue of quantifying the value of a Health Care District asset being considered for transfer. Specifically, the Bill requires obtaining a valuation from a third party, with demonstrated expertise in determining the value of the subject asset. **SUPPORT**	ASSEMBLY DESK 4/7/2011	Tom	High
SB 336 (Lieu D) **Emergency room crowding.** As access to care continues to be an issue in California, and as the number of Hospital Emergency Departments continue to decline, the demands on remaining Emergency Departments increase. The real driver of demand here is poor reimbursements from State and Federal programs, reducing the number of physicians other than the Emergency Department physicians, available to provide care. **OPPOSE**	SENATE APPR. 3/24/2011	Tom	High
SB 554 (Yee D) **Health facilities: nurse-to-patient ratios.** Adds on-site inspections to assure compliance with a Plan of Correction (response to a violation) along with a requirement that the notice of violation along with the Plan of correction be posted on the Nursing Unit where the violation occurred until the inspection is completed. **OPPOSE**	SENATE HEALTH 3/3/2011	Tom	Low
Local Government			
AB 22 (Mendoza D) **Employment: credit reports.** Prohibits employers from conducting a consumer credit report prior to hiring an employee, unless the information is substantially job related. **OPPOSE UNLESS AMENDED**	ASSEMBLY APPR. 4/14/2011	Amber	Low
AB 392 (Alejo D) **Ralph M. Brown Act: posting agendas.** Amends the Brown Act to require local agencies to post agendas and "staff generated reports" on their website 72 hours prior to the meeting. **OPPOSE**	ASSEMBLY L. GOV. 4/14/2011	Amber	Medium
AB 457 (Wagner R) **Public works contracts: relief for bidders.** Entitles a bidder, who successfully challenges a public works award, to legal costs and attorney's fees incurred in pursuing the challenge. **OPPOSE**	ASSEMBLY B.P. & C.P. 2/15/2011	Amber	Medium
AB 506 (Wieckowski D) **Local government: bankruptcy: mediation.** Prohibits a local public entity from filing for federal bankruptcy until a mediation process, as defined, has been exhausted. **OPPOSE**	ASSEMBLY L. GOV. 4/4/2011	Amber	Medium
AB 646 (Atkins D) **Local public employee organizations: impasse procedures.** Imposes mandatory mediation and fact-finding into the Meyers-Milias-Brown Act (MMBA) impasse procedures. **OPPOSE**	ASSEMBLY P.E.R. & S.S. 3/24/2011	Amber	Medium
AB 1354 (Huber D) **Public works: progress payments: notice: retention proceeds.** Requires local agencies to limit contract withholdings to no more than 5% on a public works project. **OPPOSE**	ASSEMBLY B.P. & C.P. 4/13/2011	Amber	Low

SB 46 (Correa D) **Public officials: compensation disclosure.** Requires any person who files a statement of economic interest to, as part of that filing, include a compensation disclosure form that includes the agency's cost for the employee's salary/stipend, employee's benefits, reimbursement payments, and the date on which the employee or official last completed ethics training. **OPPOSE UNLESS AMENDED**	SENATE G. & F. 4/6/2011	Amber	Medium
Seismic			
AB 927 (Huffman D) **Health facilities: seismic safety.** Recognizes the timeframe dilemma facing Marin to raise and deploy the capital required to meet State mandated seismic compliance standards; extends to 2017 the compliance Deadline. **SUPPORT**	ASSEMBLY HEALTH 3/30/2011	Tom	Medium
Workers Compensation			
AB 325 (Lowenthal, Bonnie D) **Employee's right to bereavement leave.** Requires every employer to provide bereavement leave to every employee. **OPPOSE UNLESS AMENDED**	ASSEMBLY APPR. 4/14/2011	Amber	Low
AB 375 (Skinner D) **Hospital employees: presumption.** Creates a rebuttable presumption for specified hospital employees for MRSA, other blood-borne infectious diseases, and neck and back injuries if the injury develops or manifests during the period of employment. **OPPOSE**	ASSEMBLY APPR. 4/13/2011	Amber	High
AB 378 (Solorio D) **Workers' compensation: pharmacy products.** Regulates the dispensing of compounded medications in the workers' compensation system. **SUPPORT**	ASSEMBLY B.P. & C.P. 4/13/2011	Amber	Low
AB 400 (Ma D) **Employment: paid sick days.** Provides that an employee who works in CA for 7 or more days in a row in a calendar year is entitled to paid sick days. It further requires employers to provide sick days, for diagnosis, care, or treatment of health conditions of the employee or the employee's family member. **OPPOSE**	ASSEMBLY JUD. 4/14/2011	Amber	High
AB 584 (Fong D) **Workers' compensation: utilization review.** Requires any psychologist who conducts utilization review in a workers' compensation claim to be licensed in the State of California. **OPPOSE**	ASSEMBLY THIRD READING 4/14/2011	Amber	Low
AB 947 (Solorio D) **Workers' compensation: temporary disability payments.** Increases and broadens the list of injuries in which TD payments may be extended from up to 104 weeks to up to 240 weeks. **OPPOSE**	ASSEMBLY INS. 3/14/2011	Amber	High

AB 1106 (Achadjian R) **Occupational safety and health: local public entities: penalty moneys: grants.** Permits all local governmental entities to apply for a rebate of California Occupational Safety and Health (Cal/OSHA) civil fines. **SUPPORT**	ASSEMBLY L. & E. 4/13/2011	Amber	Low
AB 1136 (Swanson D) **Employment safety: health facilities.** Requires hospitals to develop safe patient handling policies and training for employees. **SUPPORT**	ASSEMBLY L. & E. 4/7/2011	Amber	Medium
AB 1155 (Alejo D) **Workers' compensation.** Provides that no workers' compensation claim shall be denied because the employee's injury or death was related to employee's race, religious creed, color, national origin, age, gender, marital status, sex, sexual orientation, or genetic predisposition. **OPPOSE**	ASSEMBLY INS. 4/13/2011	Amber	Low
AB 1168 (Pan D) **Workers' compensation: vocational expert fee schedule.** Establishes a fee schedule for reasonable maximum fees paid for services provided by vocational experts. **SUPPORT**	ASSEMBLY APPR. 4/13/2011	Amber	Low
SB 863 (Lieu D) **Workers' compensation: liens.** Reforms the current Liens process. **SUPPORT**	SENATE L. & I.R. 4/14/2011	Amber	Low
Workforce			
AB 589 (Perea D) **Medical school scholarships.** Amended from a program for the forgiveness of medical school loans to scholarships for medical students who agree to practice in an "eligible setting". **SUPPORT**	ASSEMBLY B.P. & C.P. 4/12/2011	Tom	Low
AB 824 (Chesbro D) **Rural hospitals: physician services.** This is a re-introduction of AB 648 (Chesbro) from last year. Would authorize rural hospitals to employ up to 10 physicians each through the year 2021. CHA sponsored bill. **SUPPORT**	ASSEMBLY HEALTH 4/4/2011	Peter	High
AB 926 (Hayashi D) **Physicians and surgeons: direct employment.** This bill would re-enact the failed pilot project that was part of SB 376, increasing number of employed docs to 50 statewide. Likely a CMA Trojan Horse that, if enacted, would codify a pilot program that is designed to fail. **OPPOSE**	ASSEMBLY B.P. & C.P. 3/10/2011	Peter	High
AB 1360 (Swanson D) **Physicians and surgeons: employment.** This bill is a re-introduction of Asm. Swanson's AB 646, as it stood in the Senate B&P Committee last year. It would authorize ALL Health Care Districts with medically under-served communities or populations within their operating areas, to directly employ up to 10 physicians each, under 10 year renewable contracts, to meet the needs of Medi-Cal and other medically under-served patients. **SUPPORT**	ASSEMBLY HEALTH 4/12/2011	Peter	High

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration

FUTURE GOALS

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration

FUTURE COMMUNITY HEALTH GOALS

Health Care Reform is in flux. Cost of hospital care is increasing. Access to health care is declining due to costs and a physician shortage.

The need for Health Care Districts is increasing to take up the slack.
We have the structure and the Legislation to move ahead.

Our current goal is;

1. to train all High School students in CPR
2. to place AED's where crowds occur
3. to make Concord, Pleasant Hill, and Martinez "Heart Healthy Communities".

Our Next Goal:
We are collaborating with Los Medanos and West Contra Costa Health Care Districts to develop a transition program for a Wellness & Caregiver Program, a Chronic Disease Self-Management Program Workshop. Healthier Living is offered by the California Health Innovation Center of Partners in Care Foundation. This program can only be used or reproduced by organizations licensed by Stanford University.

The Mt. Diablo Health Care District receives .001% of the County Budget and we have never gone to the taxpayers for an increase, but we are looking to increase our revenue through other means, so that we can initiate health programs.

Put Life Back in Your Life!

HEALTHIER LIVING

MANAGING ONGOING HEALTH CONDITIONS

Wellness & Caregiver Center of Ventura County

SESSION OUTLINE

Week 1:

- Introduction – Identifying Common Problems
- Workshop Overview and Responsibilities
- Differences Between Acute and Chronic Conditions
- Using your Mind to Manage Symptoms and Distractions
- Introduction to Action Plans

Week 2:

- Feedback/Problem-Solving Session
- Dealing with Difficult Emotions
- Introduction to Physical Activity and Exercise
- Making an Action Plan

Week 3:

- Feedback/Problem-Solving Session
- Better Breathing
- Muscle Relaxation
- Pain and Fatigue Management
- Endurance Activities
- Making an Action Plan

Week 4:

- Feedback/Problem-Solving Session
- Future Plans for Health Care
- Healthy Eating
- Communication Skills
- Problem-Solving
- Making an Action Plan

Week 5:

- Feedback/Problem-Solving Session
- Medication Usage
- Making Informed Treatment Decisions
- Depression Management
- Positive Thinking
- Guided Imagery
- Making an Action Plan

Week 6:

- Feedback/Problem-Solving Session
- Working with Your Health Care Professional and the Health Care System
- Looking Back and Planning for the Future

Partners in Care FOUNDATION changing the shape of health care

California Health Innovation Center and CHIC are service marks of Partners in Care Foundation. Healthier Living is offered by the California Health Innovation Center of Partners in Care. Partners in Care Foundation is the state program office for the California Departments of Aging and Public Health, providing ongoing technical support to sites and leaders offering evidence-based programs.

Funded by the Administration on Aging and The California Department on Aging through the American Recovery and Reinvestment Act

CAMARILLO HEALTH CARE DISTRICT
For your health & wellness

GET WELL. STAY WELL. LIVE WELL.

Care Consultation Services

Life's transitions are sometimes overwhelming. We know...and we care. ***Family Care Consultations*** are designed to assist you in the day to day care of aging and ailing loved ones. A District ***Care Consultant*** can provide vital linkages to community resources to help improve your family's quality of life, safety, independence, and peace of mind...at no charge.

CONSULTATIONS

If you find yourself in a life transition and don't know where to turn, please call. Individual consultations with the ***Care Consultant*** can provide a variety of community information, resources and referral sources to help you manage new or changing circumstances.

LEISURE VILLAGE

Private Appointments

Mondays...10:00 a.m.-12:00 noon

Sharon Tatelman, L.V. Annex Bldg, Village Room

SERVICES

Individual appointments, either in your home or in the office, provide a private setting with compassionate and trained staff. Please call...we're ready to help.

Call now:
(805) 388-1952 extension 149

3639 East Las Posas Road, Suite 117
Camarillo, California 93010
(805) 388-1952 • Fax: (805) 482-8957
www.camhealth.com

The Camarillo Health Care District is a dynamic public health agency dedicated to providing a wide range of innovative health and wellness programs for residents of all ages including programs that promote healthy lifestyles, physical health and fitness, and emotional balance. Considered a model by the Association of California Healthcare Districts, the District includes Camarillo, the surrounding area of Somis, the Las Posas and Santa Rosa Valleys.

Rev 07/10

Caregiver Bill Of Rights

I ...have the right to take care of myself. This is not an act of selfishness. It will enable me to take better care of my loved one.

I ...have the right to seek help from others even though my loved one may object. I recognize the limits of my own endurance and strength.

I ...have the right to maintain facets of my own life that do not include the person I care for, just as I would if he or she were healthy. I know that I do everything that I reasonably can for this person, and I have the right to do some things for myself.

I have the right to get angry, be depressed and express other difficult emotions occasionally.

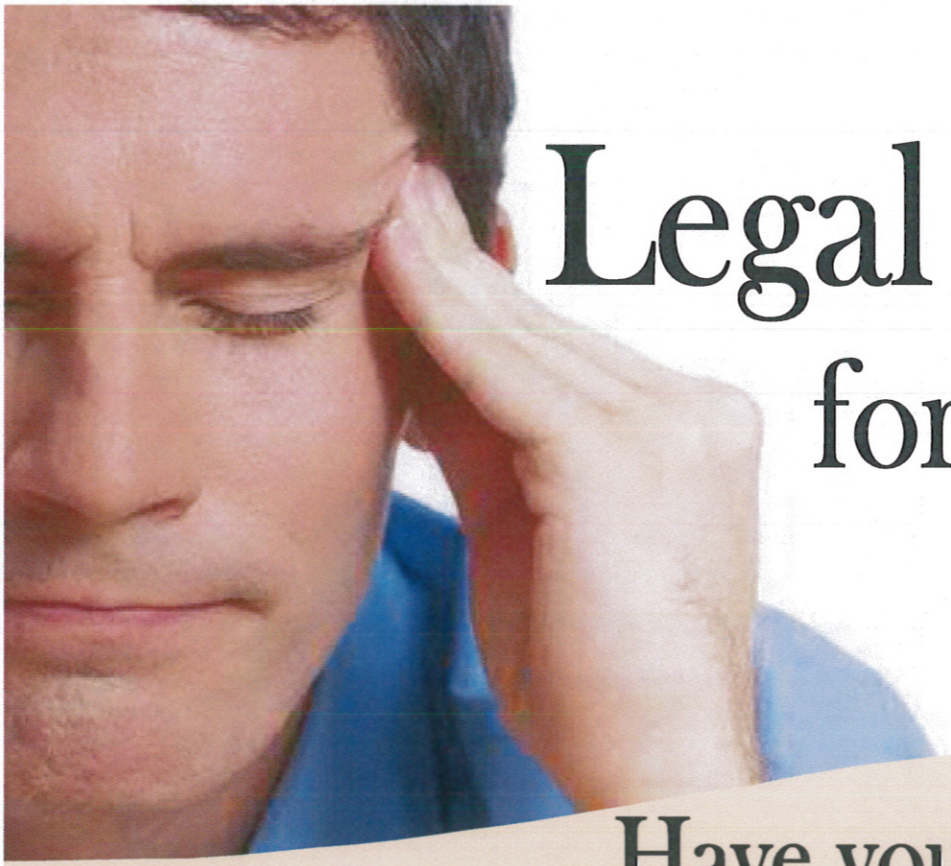
I have the right to reject any attempt by my loved one (either conscious or unconscious) to manipulate me through guilt, anger or depression.

I have the right to receive consideration, affection, forgiveness and acceptance from my loved one for as long as I offer these qualities in return.

I have the right to take pride in what I am accomplishing and to applaud the courage it sometimes takes to meet the needs of my loved one.

I have the right to protect my individuality and my right to make a life for myself that will sustain me when my loved one no longer needs my full-time help.

Wellness & Caregiver
Center of Ventura County



Legal Services for Caregivers

Have you ever thought,

"Oh my gosh! I think I might need legal help!"

I might need a **conservatorship** to take better care of Mom…

...or is it a **Power of Attorney**?

…How can I **pay her bills**?

Did the doctor ask me if Mom had a **health care directive**?

….wonder if it is **too Late**?

Come talk privately with a legal expert and discover what legal tools might help you provide for a loved one.

For a private appointment, at **no charge**, call the new

Wellness & Caregiver
Center of Ventura County

800.900.8582

MT. DIABLO HEALTH CARE DISTRICT

We are dedicated to serving our community by promoting wellness through education, advocacy, and collaboration.

Thank You Letters

1. Contra Costa Health Services 4/27/11
2. Contra Costa Health Services 5/17/11
3. Allan Tobias, MD, JD 5/18/11
4. Mt. Diablo Unified School District 5/17/11

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR

ART LATHROP
EMS DIRECTOR

JOSEPH BARGER, M.D.
MEDICAL DIRECTOR

CONTRA COSTA
HEALTH SERVICES

CONTRA COSTA
EMERGENCY
MEDICAL SERVICES

1340 Arnold Drive, Suite 126
Martinez, California
94553-1631
Ph (925) 646-4690
Fax (925) 646-4379

April 27, 2011

Grace Ellis, Chairman
Mt. Diablo Health Care District
1800 Sutter Street, Suite 385
Concord CA 94520

Dear Chairman Ellis,

On behalf of the Contra Costa County Emergency Medical Services (EMS) agency, I would like to thank the Mt. Diablo Healthcare District for the generous donation of 3,000 CPR Anytime kits. With this gift we were able, for the second year, to train all of the ninth grade students in the Mount Diablo Unified School District. Increasing survival of sudden cardiac arrest is a priority for our EMS system, and programs like this will change the culture, increasing bystander CPR and use of AEDs, and ultimately our survival rates.

Our goal is to make this training a part of the Mt. Diablo School District's standard curriculum, and believe that with the continued support of the Mt. Diablo Healthcare District this could become a reality. Thank you again for making the 2011 school trainings possible.

Sincerely,

Pat Frost
Acting EMS Director

William B. Walker, M.D.
Health Services Director

Art Lathrop
EMS Director

Joseph Barger, M.D.
Medical Director

CONTRA COSTA
HEALTH SERVICES

Contra Costa
Emergency
Medical Services

1340 Arnold Drive, Suite 126
Martinez, California
94553-1631
Ph (925) 646-4690
Fax (925) 646-4379

May 17, 2011

Grace Ellis
Chair, Mt. Diablo Health Care District
1800 Sutter Street, Suite 385
Concord, CA 94520

Dear Ms. Ellis:

I am writing to thank the Mt. Diablo Health Care District on behalf of our agency for the support and leadership in providing CPR training and placement of automated external defibrillators in our community.

The district's financial support to purchase CPR Anytime kits for use in school educational programs has been indispensable. We believe one of the most effective ways to increase survival from cardiac arrest is to improve the community's ability and willingness to perform CPR. Providing CPR training in schools will help build a much larger corps of persons willing to help when needed.

In addition, the funding for purchase and placement of automated external defibrillators has been very valuable in terms of helping our communities be able to respond in case of cardiac arrest. While Emergency Medical Services will respond, the first few minutes after an arrest before our arrival are critical to re-establishment of a patient's heart rhythm and critical to survival.

Again, thank you for your efforts and leadership on this issue. We value our partnership in these endeavors. We recognize the value of the health care district in terms of community health, and hope that its function can be maintained in the future.

Sincerely,

Joseph Barger, MD
EMS Medical Director

MT. DIABLO UNIFIED SCHOOL DISTRICT
JAMES W. DENT EDUCATION CENTER
1936 Carlotta Drive
Concord, California 94519-1397
(925) 682-8000

OFFICE OF
SUPERINTENDENT

May 17, 2011

Mt. Diablo Health Care District
P.O. Box 5929
Concord, CA 94524

Dear Board Members:

Mt. Diablo Unified School District (MDUSD) 9th graders have been the fortunate recipients of the CPR Anytime Program provided by the Mt. Diablo Health Care District in collaboration with the American Heart Association and Contra Costa Health Services. I have been informed that during the 2010-2011 school year, all of our 9th grade classes (2,931 freshman) have been trained. There is interest in extending CPR Anytime to some of our alternative programs which may be possible in the 2011-2012 school year if the program continues. Feedback from our high schools is positive. One school stated that their PE department thinks this is an invaluable resource and hopes that they can continue CPR Anytime Program as part of their curriculum.

Thank you for providing the opportunity for Mt. Diablo 9th grade students to take part in this learning experience. Students gained important skills they shared with their family members while working toward a Heart Healthy Community.

Sincerely,

Steven Lawrence, Ph.D.
Superintendent

ALLAN TOBIAS, MD, JD
HEALTHCARE CONSULTING AND LAW
909 Wiget Lane
Walnut Creek, CA 94598
Telephone (925) 935-5517
Fax (925) 932-2741
Altoby@aol.com

May 18, 2011

Grace Ellis, Chair
Mt. Diablo Health Board
1800 Sutter St., Suite 385
Concord, CA 94520

Dear Ms. Ellis:

I am writing this letter to thank you and help your Board continue its fine work in the community. In the past several years you have helped potentially tens of thousands of local residents by teaching CPR to the Mt. Diablo Hospital students. The Family and Friends CPR Anytime kits supplied by the Board can be used by these students to teach their parents, relatives and friends the lifesaving skills necessary. These kits with their Mini-Annes are not cheap and this program could not be done and the potential lives would not be saved without your generous contributions. We of the community are very grateful for your help.

The Board has also helped a marvelous project get started in Concord called Rotocare. This program run by the Concord Rotary Club treats the local uninsured that cannot afford to see a private physician or go to the County Hospital. They see these patients for no charge and the program was helped immeasurably to get off the ground by the monies generously donated by the Board.

The Board is now embarking on several new ventures to help the community. The first is the placement of AEDs in community centers where seniors gather. As you know AEDs is the second line of treatment for sudden cardiac arrest coming after CPR. The more these machines are available to the public the more lives will be saved.

The other new potential venture has to do with helping physicians and other providers to educate patients on how to help manage their care. I know this is being worked on at present and will become a reality in the foreseeable future.

I hope that you can and will continue to help fund community projects in the years to come.

Sincerely,

Allan Tobias

Allan Tobias, MD, JD

MT. DIABLO HEALTH CARE DISTRICT

AWARDS

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Mt. Diablo Health Care District to a majority of members of the public less than 72 hours prior to that meeting are available for public inspection at:
1800 Sutter Street, Suite 385 Concord, California 94520
info@mtdiablohealthcaredistrict.ca.gov
www.mtdiablohealthcarediatrict.ca.gov

San Francisco Business Times

HEALTH + CARE HEROES 2011 AWARDS

Join us as we honor the true heroes in the health care profession. Our goal is to recognize excellence, promote innovation, contribute to the enhancement of the value and quality of health care, recognize unsung heroes who enrich the lives of those they serve, and ultimately, to give recognition to those deserving. Winners and finalists were chosen in the following categories: ***Community Impact – Individual, Community Impact – Organization, Emergency Medical, Fundraising, Mental Health, Nurse, Physician, Research & Development, Safety, Technical Innovation, Unsung Hero, Volunteer, Lifetime Achievement.***

Finalists:

Lynne Benioff, UCSF Foundation

Jane Garcia, La Clinica de la Raza

Mary Jane Martin-Boyd, Marin General Hospital

Anthony Luke, UCSF Orthopedics

Grace Ellis, Mt. Diablo Health Care District

Edward O'Neil, UCSF

Pablo Bravo, Catholic Healthcare West

Daniel Becker, Mills-Peninsula Health Services

Doug Dillard, St. Mary's Medical Center Foundation

Tamara Hunter, Putnam Clubhouse

Mason Turner, Kaiser Permanente

Richard Fine, San Francisco General Hospital

Helen Kao, UCSF – Division of Geriatrics

Stephen Lockhart, Sutter Health

Ana Valdes, St. Anthony Foundation Free Medical Clinic

Iman Nazeeri, San Francisco General Hospital and Trauma Center

Hildy Schell-Chaple, UCSF

Laura Euphrat, CPMC

Stewart Cooper and Team, CPMC

Mark Walters, Children's Hospital & Research Center Oakland

Paul Tang, Palo Alto Medical Foundation

Bernard Brown, CPMC

Vilma Zarate, UCSF

David Kears, Former Director of the Alameda County Health Care Services Agency

Don Franklin, Blood Centers of the Pacific

Dennis Gilardi, Hospice by the Bay

Shirley Tamoria, Kaiser Permanente

Diabetes Hands Foundation

UCSF Diabetes Teaching Center

Heb B Free

Highland Hospital Dental

Operation Access

Blood Systems Research Institute

Bothin Burn Center, St. Francis Memorial Hospital

Wednesday, July 27

Palace Hotel • 2 New Montgomery Street, San Francisco, CA

7:30 A.M. - ***Registration*** • 8:00 – 10:00 A.M.- ***Breakfast and Awards***

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Contra Costa County Grand Jury Report 1109

MT. DIABLO HEALTH CARE DISTRICT—DISSOLVE NOW!

TO: Mt. Diablo Health Care District Board

SUMMARY

The Mt. Diablo Health Care District (District) has outlived its purpose. After assets were transferred to John Muir Medical Center in 1996, its mission was to advocate for and fund health care programs and to ensure that the former Mt. Diablo Medical Center continued to function as a regional medical center serving Martinez, Concord, and portions of Lafayette and Pleasant Hill. Today these communities are being served by John Muir Health (formerly known as John Muir Medical Center), a not-for-profit privately supported health care provider with medical centers in Walnut Creek and Concord, the site of the former Mt. Diablo Medical Center. John Muir Health has invested more than $180 million in the John Muir/Mt. Diablo Concord campus.

From 2000 through 2009, the District received $2,450,604 in property taxes and contributions from John Muir Health. It granted $243,823 toward community outreach programs. It spent approximately $600,000 to pursue an unsuccessful lawsuit against John Muir Health. Additionally, the District spent $360,000 for lifetime health insurance covering two people and their dependents while amassing a 2009 audited fund balance of over $800,000.

This is a District whose original mission has been completed, and one that only sporadically provides services to the community. Under California statute, only the voters in the District can dissolve it. The Grand Jury concludes the District needs to initiate the dissolution process since its mission as a health care district is not being fulfilled.

BACKGROUND

The 63-year-old property tax-supported District ran a hospital until 1996 when the hospital and related property were transferred to John Muir Medical Center, now known as John Muir Health. For the past 14 years the District, governed by a five-member publicly elected Board, has sought health related projects to support, but has spent most of its funds instead on legal and other administrative expenses.

The District Board turnover in 2010 was high because three members resigned. Three of the five current Board members are new and have only served since December 2010. As a result, the

experience level of the Board has decreased and institutional knowledge now resides with one Board member who has served more than 20 years.

One present and one former Board member and their spouses may be entitled to lifetime health insurance from the District. More than $36,000 of District funds is expended annually to provide this coverage. No evidence was found that Medicare or competitive bidding was sought for the coverage. From 2000 through 2009, the District paid out more than $360,000 for health care coverage for these Board members.

The District continues to receive the property tax revenue plus an annual $25,000 grant from John Muir Health to provide health related community outreach. The following table shows data from the ten most recent financial statements:

Year	Property Tax Income	John Muir Grant Income	Community Outreach Expenditure
2000	$149,154	$25,000	$403
2001	$157,037	$25,000	$500
2002	$181,724	$25,000	$0
2003	$194,215	$25,000	$87
2004	$203,594	$25,000	$0
2005	$223,369	$25,000	$0
2006	$255,649	$25,000	$0
2007	$290,638	$25,000	$0
2008	$276,694	$25,000	$211,000
2009	$267,630	$25,000	$31,833
Total	**$2,200,604**	**$250,000**	**$243,823**

At least two of the District's former Board members have recommended dissolving the District. However, nothing has happened toward that end. On three separate occasions the Grand Jury has reported on the District. In 2001 the Grand Jury (Report 0101) concluded the District was no longer fulfilling a useful mission and recommended that it be dissolved. Again in 2003, the Grand Jury recommended dissolution (Report 0309). Finally in 2008 (Report 0806), the Grand Jury recommended that within six months of their report the District submit a dissolution plan to the Local Area Formation Commission (LAFCO). All three reports can be found on the Grand Jury's website.

FINDINGS

1. The District has made a few small grants totaling $243,823, amounting to less than 10 percent of the total revenues collected from property taxes and contributions, while accumulating a fund balance in excess of $800,000 which is available for health related programs.

2. Over 10 percent of the District's annual income is expended for health care insurance for one current Board member and one former Board member and their spouses. This payment may be a lifetime District obligation to these individuals.

3. The District has outlived its useful purpose and is no longer needed.

RECOMMENDATIONS

1. The Board should promptly develop a plan to allocate funds to health programs for District residents.

2. The Board should promptly review the current health insurance coverage for qualified current or former Board members to assure compliance with District policy. Health insurance premiums should be approved by the Board.
   a. If the recipients are eligible for Medicare, the Board should require enrollment in Medicare making it the primary provider. If District policy provides for supplemental coverage, the Board should undertake a competitive bid process for such coverage.
   b. If recipients are not Medicare eligible, the Board should initiate competitive bidding for the primary insurance.

3. Mt. Diablo Health Care District should initiate dissolution proceedings promptly.

REQUIRED RESPONSES

Findings & Recommendations

Mt. Diablo Health Care District Board 1 - 3

SAMPLE TIMELINE – DISTRICT DISSOLUTION

- **July 2011** - Commission directs staff to obtain a consult to prepare a special study

- **August - Sept 2011** - Commission approves a consultant contract to prepare the special study

- **September 2011 - December 2011** - Consultant prepares special study

- **January 11, 2012**- the Commission receives the special study and adopts a resolution initiating dissolution based on findings contained in the report, and sets March 14 as the public hearing date to consider dissolution. LAFCO is required to notify various state agencies of a proposed dissolution of a health care district, and those state agencies have 60 days from the date of receipt of notice to comment on the proposal (Gov. Code §56131.5)

- **March 14, 2012** - LAFCO holds a hearing to consider the proposed dissolution

- **April 2012** - Following the 30 day reconsideration period, LAFCO conducts a protest hearing. The LAFCO Executive Officer is authorized to conduct the protest hearing on behalf of the Commission. However, given the magnitude of such a proposal, and that it is LAFCO initiated, it is desirable that the Commission conduct the protest hearing. A special meeting will be needed for the protest hearing. Also, for any proposal initiated by LAFCO, the Commission shall hold the protest hearing in the affected territory. (Gov. Code §57008)

- **May 9, 2012** - following the protest hearing, provided there is no majority protest, the Commission is asked to adopt a resolution ordering the dissolution.

- **June 14, 2012** – LAFCO submits to the County a resolution making determinations that will require an election be conducted