

EMS Rules Task Force Committee Meeting  
 BUREAU of EMS and Preparedness

October 26, 2016  
 1:25 p.m.

Location: Bureau of EMS and Preparedness  
 Auditorium - Highland Office  
 3760 South Highland Drive  
 Salt Lake City, Utah

Reporter: Melinda J. Andersen  
 Certified Shorthand Reporter and Notary Public

1 PROCEEDINGS  
 2 MR. DANSIE: Jay Downs who normally conducts  
 3 the meeting has a conflict, so he said he will join us by  
 4 phone. But for the sake of our reporter let's go around  
 5 the room and introduce who is here. I'll start with  
 6 myself. I'm Guy Dansie, I'm with the Department of Health,  
 7 Bureau of Emergency Medical Services and Preparedness.  
 8 MR. NICHOLL: I'm Jason Nicholl. I'm on the  
 9 EMS committee.  
 10 MS. SNYDER: Laura Snyder, rule task force.  
 11 MR. PARK: Darren Park. I am with Unified  
 12 Fire. I'm also the chairman of the State Bureau of EMS  
 13 Peer Review Board.  
 14 MR. HILTON: Layne Hilton, medical training  
 15 officer for Unified.  
 16 MR. BANG: Dennis Bang, Bureau of EMS.  
 17 MS. BROGDON: Gay Brogdon, Bureau of EMS.  
 18 MR. DANSIE: Then on the phone we have.  
 19 MR. MARRELLI: Don Marrelli, Rural EMS  
 20 Directors.  
 21 MS. NELSON: Regina Nelson, Tooele County  
 22 Sheriff Department representing Emergency Medical Dispatch.  
 23 MR. DANSIE: Anybody else that has called in  
 24 that we missed. I've had to use my cell phone because  
 25 we're in a different room. If you have a hard time hearing

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A P P E A R A N C E S

Guy Dansie  
 Gay Brogdon  
 Darren Park  
 Layne Hilton  
 Jason Nicholl  
 Laura Snyder  
 Dennis Bang  
 Jay Downs (Telephonically)  
 Don Marrelli (Telephonically)  
 Regina Nelson (Telephonically)

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1 on the phone let me know.  
 2 We sent out most of the documents. There was  
 3 one document that we did not send out because it was still  
 4 being tweaked a little bit this morning. I apologize for  
 5 that for those of you on the phone. I did get it out to --  
 6 Don, I shared it with you on Google Docs.  
 7 MR. MARRELLI: Yes, I got it.  
 8 MR. DANSIE: Can you see it?  
 9 MR. MARRELLI: Yes.  
 10 MR. DANSIE: Regina, do you want me to try to  
 11 send it to you, or do you want me to read out loud the  
 12 changes? Would that be sufficient and I will send it to  
 13 you afterwards if that's okay?  
 14 MS. NELSON: You are fading in and out. If  
 15 that's okay with you guys that's fine with me.  
 16 MR. DANSIE: For the sake of getting started  
 17 here we'll move forward. I'll turn the time over to  
 18 Darren. Let me lay the stage a little bit. We had a draft  
 19 that went through this group and the EMS committee that had  
 20 some redundant language that was struck out. You'll see  
 21 that in this draft as well. That wasn't ever put out for  
 22 public comment. It went through administrative review and  
 23 then there were some issues. Brittany had some issues with  
 24 some of the language on the dispatch part of it. So we  
 25 removed that back out. There were a few more changes in

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1 the background screening part of it, along with the old  
 2 changes that were never made effective. So with that being  
 3 said let's go through and Darren will take the lead on  
 4 this.

5 **MR. PARK:** As we look at this, unfortunately in  
 6 the document that you have you'll see things highlighted in  
 7 green, those were late editions. However, there are things  
 8 that are already changed in that document that we're asking  
 9 that aren't finalized and you haven't reviewed as of yet.  
 10 So I want to make sure we highlight those as well.

11 Beginning right with 2700, the very first line,  
 12 you can see the line changed in green. What a lot of this  
 13 is, and this in particular, is simply housekeeping changes  
 14 because the BCI portion of the background checks have now  
 15 come back into the Bureau and are being conducted through  
 16 the CCEU and through Dennis' office rather than downstairs.  
 17 These changes in the rule simply reflect the current status  
 18 of how operationally things are working within the Bureau  
 19 here now.

20 So changing that from Department and to Bureau  
 21 of Emergency Medical Services and Preparedness, as Guy has  
 22 helpfully pointed out. We need to include that word in  
 23 there as well. That is just a housekeeping change.

24 In the next sentence says the Complaint  
 25 Compliance and Enforcement Unit (CCEU). Originally that

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1 said just the Department, meaning the Department of Health.  
 2 Now that word has been changed to what you currently see in  
 3 the second sentence of Complaint Compliance and Enforcement  
 4 Unit shall approve or deny, we're adding the words or deny,  
 5 which I believe are already in what you have here.

6 **MR. DANSIE:** Yeah, that's already been  
 7 effective actually, that part was. But the other part, the  
 8 redundant language, wasn't it?

9 **MR. PARK:** No, that's not part of it. This is  
 10 what I submitted to you.

11 **MR. DANSIE:** I thought it was. I'm making an  
 12 assumption here. Does this all need to be underlined then?

13 **MR. PARK:** Yes. The or deny is added with EMS  
 14 certification or recertification and then we're striking  
 15 the word successful, which you're already seeing it  
 16 stricken.

17 Going down to number 2. Again, we've removed  
 18 the word Department and replaced with Complaint Compliance  
 19 and Enforcement Unit.

20 Now if we skip down to 3.

21 **MR. NICHOLL:** Hold on a second.

22 **MR. PARK:** Yes, sir.

23 **MR. NICHOLL:** The way I think that this can be  
 24 read is the CCEU is responsible for the approval or denial  
 25 of all certifications or recertifications, but we know

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1 there is a lot that goes into approval of certifications.  
 2 **MR. PARK:** So the Bureau is ultimately  
 3 responsible.

4 **MR. NICHOLL:** Exactly, but this language just  
 5 changed it from the Bureau to the CCEU, which would  
 6 encompass all of the training, all of the medical director  
 7 letters, all of everything. What I think you're trying to  
 8 say is that the approval or denial for prospective  
 9 certification from BEMSP. Because the CCEU will not be  
 10 issuing the certification.

11 **MR. PARK:** No, the Bureau will.

12 **MR. NICHOLL:** But this language says they are  
 13 ultimately approving or disapproving the certification.

14 **MR. HILTON:** You're right.

15 **MR. NICHOLL:** So I think that's --

16 **MR. PARK:** So can we replace then where we've  
 17 added Complain Compliance and Enforcement Unit and just put  
 18 the Bureau?

19 **MR. NICHOLL:** No, I don't think so. I agree  
 20 with you, I'm just trying to make the language right. I  
 21 think what you're doing is you are approving or  
 22 disapproving eligibility to be recertified or certified.

23 **MS. SNYDER:** Based on the outcome of the  
 24 fingerprinting.

25 **MR. NICHOLL:** It's one of the steps. Someone

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1 was to approve the CME or the training and someone has to  
 2 approve the doctor's letter and the TB test. This is just  
 3 one of --

4 **MR. DANSIE:** How about we add shall recommend  
 5 approval or denial.

6 **MR. NICHOLL:** I think legally recommend doesn't  
 7 have any teeth to it. So I think it shall be approve or  
 8 deny the -- help me out here? Do you see where I'm going  
 9 with this?

10 **MR. HILTON:** I totally do.

11 **MS. SNYDER:** Shall approve or deny.

12 **MS. BROGDON:** What if you just put eligibility  
 13 for.

14 **MR. NICHOLL:** Eligible for, there you go.  
 15 Because you're either ineligible because you haven't passed  
 16 your background test or you're ineligible because you don't  
 17 have your CME.

18 **MR. PARK:** So after the word deny put  
 19 eligibility for?

20 **MR. NICHOLL:** Yes.

21 **MR. DANSIE:** Okay. We can do that.

22 **MS. SNYDER:** Then you still want to put based  
 23 on successful of a background check or background  
 24 screening. Basically what we're trying to accomplish is  
 25 that the CCEU looks at these things and then approves or

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1 denies for eligibility for a recertification or  
 2 certification.  
 3 **MR. PARK:** Taking the word successful out means  
 4 they can deny, that there will be unsuccessful  
 5 applications.  
 6 **MS. SNYDER:** And isn't that true?  
 7 **MR. PARK:** Absolutely. That's why we removed  
 8 the word successful.  
 9 **MR. NICHOLL:** But it's not referring to  
 10 applications in the sentence, it's referring to --  
 11 **MS. BROGDON:** They're eligibility.  
 12 **MR. NICHOLL:** No, it's referring to the  
 13 background investigation. So that would be a textual  
 14 reason that the background investigation was not  
 15 successful. And how do you measure success in the  
 16 background investigation? Was it completed and turned it?  
 17 It's successful because it did what it was supposed to do,  
 18 a background investigation. It's the interpretation of the  
 19 background investigation.  
 20 **MR. PARK:** So I think --  
 21 **MR. NICHOLL:** I think the wording the way it is  
 22 -- it's the completion of the background investigation.  
 23 Because successful whether or not you receive it back from  
 24 the people doing the investigation or not, that's success.  
 25 **MS. SNYDER:** Okay. But is that the intent, or

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1 is the intent to say that CCEU is actually screening these  
 2 background checks before they're eligible for  
 3 certification?  
 4 **MR. PARK:** Absolutely.  
 5 **MS. SNYDER:** That's not what we're saying  
 6 thought. We're saying with this language is the CCEU shall  
 7 approve or deny eligibility based on completion of a  
 8 background check. Okay. Like you just said, what does  
 9 that mean? Based on you came, you paid your fee, you got  
 10 it done and it's completed and you have the results  
 11 regardless of what the results say. People can argue I did  
 12 the deed, I did it, I paid for it, I have my background  
 13 check, why are you denying it.  
 14 **MR. NICHOLL:** So maybe the next sentence where  
 15 it says background clearance, we need to take clearance and  
 16 duplicate the word clearance and put it after screening.  
 17 So that it reads shall approve or deny eligibility for EMS  
 18 certification or recertification upon completion of a  
 19 background screening clearance. Background clearance  
 20 indicates the individual does not pose an unacceptable risk  
 21 to public health and safety. And I would put in there as  
 22 outlined below.  
 23 **MS. SNYDER:** That makes more sense. That ties  
 24 them together.  
 25 **MR. NICHOLL:** We agree more often than we like

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1 to admit.  
 2 **MS. SNYDER:** Well, let's not let everybody  
 3 know.  
 4 **MR. NICHOLL:** Does it still say the same thing?  
 5 **MS. SNYDER:** I think it accomplishes what  
 6 you're trying to do, which basically says that it has to go  
 7 through the CCEU for them to review them before people were  
 8 eligible.  
 9 **MR. NICHOLL:** See, here is the problem if we  
 10 this through. Let's say someone passes their background,  
 11 but they don't pass their training and their other stuff.  
 12 They come back to this rule and they say I don't have to  
 13 pass that stuff because it says right here the CCEU shall  
 14 deny or approve.  
 15 **MR. BANG:** I don't disagree with you, but I'm  
 16 not sure I like the wording yet.  
 17 **MR. HILTON:** One of the things we can do is  
 18 just signify a board of a background check.  
 19 **MR. BANG:** That's what I'm trying to say. It  
 20 should be somebody saying there that they shall approve or  
 21 deny the clearance of the background check.  
 22 **MR. HILTON:** Maybe just put the background  
 23 portion of licensure/relicensure.  
 24 **MS. SNYDER:** But you know what, the dark bold  
 25 type at the top tells what this whole section is about,

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1 that's the background screening clearance for EMS  
 2 certification. That's what this whole section is about. I  
 3 can see somebody trying to take exception to the rule for  
 4 their benefit because they're not going to pass. You just  
 5 want to close the loophole.  
 6 **MR. NICHOLL:** I like the language there.  
 7 **MR. DANSIE:** For those on the phone we put the  
 8 Complain Compliance and Enforcement Unit shall approve or  
 9 deny eligibility for EMS certification or recertification  
 10 upon completion of the background screening clearance.  
 11 Background clearance indicates the individual does not pose  
 12 an unacceptable risk to public health and safety as  
 13 outlined in this rule. Does that work?  
 14 **MS. SNYDER:** It does work. I think it works,  
 15 but what I would like to say is that there has been changes  
 16 in here since the last rules meeting that doesn't indicate  
 17 changes. I'm concerned about that because I don't know if  
 18 that's anywhere else. Essentially that's why we formed our  
 19 rules task force is because rules were moving along without  
 20 any indication of changes being made and then some watchdog  
 21 would go, oh, wait a minute, this isn't what was approved  
 22 or not approved. I would just like to make a point that we  
 23 need to see these changes and have them notated if they are  
 24 something taken out, something put in, so that it's totally  
 25 -- I'm sure it's above board anyway. But everybody needs

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1 to be informed.  
 2 **MR. DANSIE:** Would you like me to send you the  
 3 last version that was approved by the EMS committee?  
 4 **MS. SNYDER:** No, I don't need to see that.  
 5 They said the last version had successful in there. On  
 6 this document it's taken out and we don't see that it's  
 7 been taken out by a line through it. Do you see what I  
 8 mean?  
 9 **MR. DANSIE:** I can look at that.  
 10 **MR. NICHOLL:** It's almost like the track  
 11 changes has been shown final and then printed. Do you  
 12 follow me on that one?  
 13 Mr. BANG: I just have a question. I know this  
 14 says -- I know down later you're going to talk about  
 15 changing certification to license, but do we just want to  
 16 change that to license while we're here.  
 17 **MR. DANSIE:** My feeling is I started to do that  
 18 and I think we'll have to go through at least four or five  
 19 sections of the rule and change them all at the same time.  
 20 **MR. BANG:** That's okay. I just saw it and I  
 21 just wondered if we wanted to do it all now.  
 22 **MR. DANSIE:** I think we'll have to basically do  
 23 all five rules at the same time.  
 24 **MR. BANG:** That's fine.  
 25 **MR. DANSIE:** I started piece milling sections 2

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1 and 3. I think we can draft it and get it ready to go and  
 2 then when the other states goes online then we can move it  
 3 forward to public comment and do all five at the same time.  
 4 But we don't know when that is going to be, and I hate to  
 5 hold up these changes waiting on the time line.  
 6 **MR. BANG:** I'll be quiet.  
 7 **MR. DANSIE:** In my mind it would be cleaner to  
 8 do all five of the pieces at once.  
 9 **MR. PARK:** Moving on. 2700 (2), the next  
 10 paragraph, we have removed the word Department and replaced  
 11 it with Complaint Compliance and Enforcement Unit. That is  
 12 a change.  
 13 Under 2(b), if you look at the section  
 14 reference, the original section reference said 78A-6-209.  
 15 The proper reference is 78A-6-209h. I believe that's  
 16 reflected in the document that you have. So that is a new  
 17 change and addition. So that is something that is changing  
 18 from the current existing rule.  
 19 **MR. DANSIE:** I realize what my problem with  
 20 this document is, and I apologize. I'm doing it in Google  
 21 Docs and I copied and pasted out of a Word document that  
 22 had the track changes. Those are not reflected and that's  
 23 the problem. We're looking at a version as if those  
 24 changes have taken place. I can send you the one with the  
 25 track changes in it.

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1 **MS. SNYDER:** I don't mean to be too nit picky,  
 2 but that's why we have this task force.  
 3 **MR. DANSIE:** I agree. I can do that actually  
 4 if you want.  
 5 **MR. PARK:** And that's why I want to make sure  
 6 that you here and now understand exactly what we've asked  
 7 for and what changes we have asked to be made.  
 8 **MS. SNYDER:** Does that mean we should not or  
 9 could not use Google Docs?  
 10 **MR. DANSIE:** I just did it today so Jay and Don  
 11 could follow. They can actually look at it realtime with  
 12 us.  
 13 **MS. SNYDER:** Okay.  
 14 **MR. PARK:** Moving down to number 3. Where you  
 15 see CCEU, the word Department was in there. So we're  
 16 striking the word Department and replacing that with CCEU.  
 17 **MR. HILTON:** And it talks about eligibility,  
 18 which goes back up to the changes we just made at the top.  
 19 So that's good.  
 20 **MR. PARK:** The end of 3 there is a code  
 21 reference. The one you're seeing is 53-10-108, which is  
 22 the correct code reference. The old rule referenced  
 23 77-18A, which was incorrect.  
 24 Number 4, the word Department used to be where  
 25 you're seeing CCEU. So we have stricken Department and

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1 replaced with CCEU again.  
 2 Moving down to number 6, you see once the  
 3 completed application, fees and fingerprints have been  
 4 submitted the Department, and we need to change the word  
 5 Department there to Bureau or BEMSP or however we want to  
 6 put that in there, shall have 14 calendar days to process  
 7 the application. That is new. Number 6 used to be the one  
 8 below it where it says, exclusion from certification or  
 9 recertification. That has now become 7 as you see it. So  
 10 that made a new 7 and then everything else is the same  
 11 there.  
 12 Moving down to 7(C) where it says, any felony  
 13 or class A or B under the following Utah Criminal Codes and  
 14 is lists specific codes. You're seeing what is highlighted  
 15 in green for you, the aggravated exploitation of  
 16 prostitution. This has to deal specifically with child  
 17 prostitution and human trafficking. If you want I can read  
 18 the statute for you. That's up to you if you want to hear  
 19 that, but I would be happy to do that. But that specific  
 20 offense, that specific section of the code, that's what it  
 21 deals with. Do you want to hear that? That was at the  
 22 request of Dennis and Roger in the CCEU. Unfortunately,  
 23 it's just something we missed earlier and so we're placing  
 24 that because we all believe that is an offense worthy of  
 25 review.

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1 Moving along, the code reference 76-10-1306 you  
 2 will see that twice highlighted in green. That just takes  
 3 care of the 15 year exclusion, and then after 15 years it  
 4 can be looked at.  
 5 Everything you see highlighted in yellow are  
 6 things you have already approved and reviewed in the last  
 7 meeting. It has already gone through the EMS committee.  
 8 It just simply hasn't been put out for public comment yet.  
 9 So you have already dealt with that.  
 10 Moving on to after the highlighted yellow the  
 11 next small letter (c) noncriminal records. We have  
 12 replaced the word Department again with CCEU. My question  
 13 in reading that, do we want to make that Bureau or CCEU?  
 14 It's the Bureau that technically denies the certification,  
 15 is it not?  
 16 **MR. HILTON:** Yes.  
 17 **MS. SNYDER:** It's not the CCEU that is the  
 18 ultimate decider for recertification or certification.  
 19 **MR. PARK:** The CCEU is going to be doing the  
 20 investigation and looking at those, but the Bureau is the  
 21 one that actually does that. So let's replace that.  
 22 **MR. NICHOLL:** Good catch.  
 23 **MR. PARK:** Then again just below that the large  
 24 C(ii) where it says the word Department that should be  
 25 changed to Bureau or BEMSP.

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1 If you go down to the next (ii), where it says  
 2 CCEU, that is a change. It used to say Department. If you  
 3 read the rest of the sentence though, the Bureau will rely  
 4 on that relevant information provided by the CCEU to make  
 5 the determination. So let's change that one, too.  
 6 Then under (e), change that to appeal of CCEU  
 7 certification decision. Then under (i) there were some  
 8 changes that are reflected in what you have, but I want you  
 9 to know what those are. Originally the language read a  
 10 certified EMS individual may appeal a CCEU certification  
 11 decision as listed in R426-5-2700(6)(d)(i) to the CCEU as  
 12 per the process established. We've now changed it -- it  
 13 originally read may appeal a Department certification  
 14 decision, and now it says CCEU certification decision.  
 15 **MS. SNYDER:** But that should be eligibility.  
 16 **MR. PARK:** So add the word eligibility after  
 17 the word certification as listed to the Peer Review Board.  
 18 Then that next line where it says any appeal,  
 19 that is new language. All that language did not exist all  
 20 the way down to the end of that paragraph in the previous  
 21 rule. So where it says any appeal not resolved prior to  
 22 the individual's expiration date shall result in  
 23 continuation of the certification until a decision is  
 24 issued by the Peer Review Board, that is all new language.  
 25 **MR. NICHOLL:** I like it.

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1 **MR. DANSIE:** I'll go back to the Word document  
 2 and add this in and send it out so that it's all clear.  
 3 **MR. PARK:** Number 7, we've replaced the word  
 4 Department with CCEU where it says shall notify. And then  
 5 in the last sentence, again we have replaced the word  
 6 Department with CCEU.  
 7 Under 8, again Department was replaced with  
 8 CCEU.  
 9 **MS. SNYDER:** Hold on a second. Let's go back.  
 10 The background checks are all through this CCEU for  
 11 certification and recertification, but are they really the  
 12 ones who need to be notified if someone gets arrested or  
 13 charged or whatever because --  
 14 **MR. PARK:** Yes.  
 15 **MS. SNYDER:** -- it used to come to the Bureau.  
 16 **MR. PARK:** They are the ones who are going to  
 17 place the initial restrictions or potential restrictions  
 18 based on the arrest and/or arraignment or charges.  
 19 **MR. DANSIE:** Let me add just a little bit to  
 20 that. They're charged with that confidentiality. So it  
 21 would be better to be specific that it goes to them than  
 22 the Bureau at large.  
 23 **MR. PARK:** Because if they called the Bureau  
 24 and somebody answers the phone and says, okay, great,  
 25 thanks for calling and it doesn't get forwarded to Dennis.

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1 Then it's, hey, I called the Bureau, I did what I was  
 2 supposed to do, it's not my fault. So by specifying the  
 3 CCEU it means that they have to contact Dennis or one of  
 4 the members of his team.  
 5 **MS. SNYDER:** Okay.  
 6 **MR. DANSIE:** In fact that happened yesterday.  
 7 I had two calls that came to me. They don't know where to  
 8 send them so I said call Dennis, that's what you're  
 9 required to do is call Dennis. I don't want to know who it  
 10 is honestly. I would rather just have Dennis deal with it.  
 11 **MR. PARK:** Number 8, again the word Department  
 12 was replaced with CCEU within seven business days.  
 13 Under 2800 --  
 14 **MS. SNYDER:** I have another question under 7  
 15 again. It says a person who has been arrested, charged or  
 16 convicted shall notify. Is that only convicted, charged,  
 17 arrested on any of these things that have been described?  
 18 **MR. PARK:** Yes.  
 19 **MS. SNYDER:** Or if they get arrested and  
 20 convicted of jaywalking.  
 21 **MR. PARK:** That is not a reviewable offense.  
 22 **MS. SNYDER:** So it's only the things that have  
 23 been reviewed prior.  
 24 **MR. PARK:** That are contained within the rule.  
 25 **MS. SNYDER:** What about DUI? Lots of people

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1 get DUT's. Is that in there?  
 2 **MR. PARK:** Yes, that's in there.  
 3 **MR. NICHOLL:** I still worry about having the  
 4 agency -- the licensed or designated EMS provider. There  
 5 are a lot of times we won't know.  
 6 **MR. BANG:** If you don't know that's fine.  
 7 **MR. NICHOLL:** We say that, but --  
 8 **MR. HILTON:** Somebody is going to find out.  
 9 Trust me. We're averaging about one a week.  
 10 **MR. NICHOLL:** What I'm saying is this is  
 11 something that should be on the shoulders of the licensed  
 12 individual.  
 13 **MR. BANG:** I don't disagree with you, but the  
 14 problem is those licensed individuals do not want to let us  
 15 know. They also don't want to let you know. But if you  
 16 find out then you say, oh, maybe we just won't tell them  
 17 and maybe they won't know that it's happened. And I'm  
 18 sorry, Jason, but we've had it happen and so --  
 19 **MR. NICHOLL:** I see that and --  
 20 **MR. PARK:** The way the rule is written it's  
 21 only if you as a provider become aware or notified.  
 22 Moving on to 2800, the review and investigation  
 23 by the Complaint Compliance and Enforcement Unit. If we go  
 24 to 2800(3)(ii), the document you have says upon the  
 25 recommendation of the CCEU the Bureau Director may place

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1 the certified EMS individual on a restricted certification  
 2 while an investigation is pending until terms are reached  
 3 for a professional certification using the process  
 4 outlined. Some of that language is new. It used to say  
 5 the Department may place the certified EMS individual. Now  
 6 it says upon the recommendation of the CCEU the Bureau  
 7 Director. That is new language.  
 8 I believe the next piece under (vi) that should  
 9 be highlighted in green for you where it says Bureau. The  
 10 word Department has been removed and Bureau has been added.  
 11 **MS. SNYDER:** For the sake of being consistent  
 12 shouldn't that be BEMSP?  
 13 **MR. PARK:** However that works out for you.  
 14 **MS. SNYDER:** A long time ago we were talking  
 15 about Department and Bureau.  
 16 **MR. PARK:** Moving down to 4 where it says CCEU,  
 17 that has replaced the Department.  
 18 **MR. DANSIE:** Most of these actually all we're  
 19 doing is focussing it to the CCEU. The CCEU is part of the  
 20 Department, part of the Bureau. All we're doing is  
 21 narrowing it so we know who is responsible.  
 22 **MR. PARK:** We're putting it with the changes  
 23 that have taken place internally within the Department and  
 24 within the Bureau where the CCEU has now taken upon them  
 25 that responsibility of doing the full background

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1 investigation including the BCI checks and everything else.  
 2 So the rule is simply now reflecting that structural change  
 3 within the Department and the Bureau.  
 4 Under the very next line 4(a), again we have  
 5 replaced Department with CCEU.  
 6 Moving to (e), after where it says EMS  
 7 individual, it used to say who, and now it says that. It's  
 8 a simple one word change.  
 9 Moving on further down to 5 (i), it says when  
 10 the CCEU determines a certified EMS individual's  
 11 certification will be restricted. It used to say when the  
 12 Department, now it says the CCEU. And then after the word  
 13 restricted where there is the comma, it used to say the and  
 14 now it says they shall notify. That's highlighted in green  
 15 for you.  
 16 Moving to (vii), this should be highlighted in  
 17 green for you. It says Bureau, if you want to put BEMSP in  
 18 there or however that works for you all the best, that's a  
 19 matter of consistency.  
 20 Under 6(b) it says if a certified EMS  
 21 individual chooses to appeal an action by -- what you have  
 22 says Bureau Director, it used to say Department. So we  
 23 have replaced Department with Bureau Director. Because the  
 24 Bureau Director is the one who takes the final action when  
 25 an individual is disciplined. Just to clarify that, CCEU

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1 does an investigation, makes recommendations to the Peer  
 2 Review Board, the Peer Review Board then either accepts or  
 3 modifies those recommendations which are then forwarded to  
 4 the Bureau Director for final action.  
 5 Under the Peer Review Board 2900, we have added  
 6 two sections.  
 7 **MR. NICHOLL:** Hold on. I don't have it.  
 8 **MR. PARK:** Do you have it?  
 9 **MS. SNYDER:** No.  
 10 **MR. DANSIE:** I didn't print it. I honestly  
 11 didn't know there were changes that deep in the document.  
 12 **MR. PARK:** 2900, what currently lists as number  
 13 3 did not exist prior to. Number 3 is all new language and  
 14 it states, prior to appointment all prospective board  
 15 members shall receive background clearance as required for  
 16 emergency services personnel in accordance with section  
 17 26-8a-310 of the Utah Code. That just simply states that  
 18 all members of the Peer Review Board will have the same  
 19 background check that any of us have as EMS providers  
 20 because not all of the Peer Review Board members are EMS  
 21 providers. We want background checks on file for all of  
 22 those folks so there is not instance where an individual  
 23 could come back and say, well, these individuals don't even  
 24 have to pass the same background check that I do and I know  
 25 that this person has X, Y, Z as an offense. That just

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1 makes a little more above board.  
 2 So that moved down the old number 3 to number 4  
 3 which says EMS personnel Peer Review Board meetings.  
 4 Then number 4 changed to 5. What you currently  
 5 see in 5, there is a new section in there. The old  
 6 language ended where it says EMS Peer Review Board. It was  
 7 a one sentence piece. What you see after that where it  
 8 says prior to the issuance of the Peer Review Board  
 9 recommendation the certified EMS individual shall have the  
 10 opportunity to respond to the CCEU findings and  
 11 recommendations and to provide supporting witnesses and  
 12 documentation to the Peer Review Board. All of that is new  
 13 language.  
 14 **MR. DANSIE:** Where are you at?  
 15 **MR. PARK:** I'm at what you see as 5. All of  
 16 the language --  
 17 **MS. SNYDER:** So for the people on the phone  
 18 that can't read it it's essentially saying if there is  
 19 something that goes to the CCEU and there is a negative  
 20 finding, then it goes to the Peer Review Board. Before it  
 21 goes from the Peer Review Board over to the director to  
 22 determine they can be certified or have their certification  
 23 taken or whatever, they have a chance at that point to come  
 24 and provide witnesses and rebuttal and whatever to the Peer  
 25 Review Board.

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1 **MR. PARK:** Yes. They have the opportunity with  
 2 the CCEU to do that as well, to refute any accusations that  
 3 have been made.  
 4 **MS. SNYDER:** So do we have in language that at  
 5 that point they refute --  
 6 **MR. PARK:** Yes --  
 7 **MS. SNYDER:** -- the finding?  
 8 **MR. PARK:** -- with the CCEU before it ever gets  
 9 to Peer Review.  
 10 **MS. SNYDER:** So that's in here somewhere too?  
 11 **MR. PARK:** Yes, it is.  
 12 **MS. SNYDER:** Further down the road?  
 13 **MR. PARK:** Further up actually under the  
 14 heading of CCEU investigation investigative process. So  
 15 that's already in the rule.  
 16 **MS. SNYDER:** So basically we're giving them a  
 17 second chance to refute the findings?  
 18 **MR. PARK:** Yes.  
 19 **MS. SNYDER:** Because they get a first chance  
 20 with the CCEU and then --  
 21 **MR. BANG:** What happens is if they don't agree  
 22 -- when we take it to the Peer Review Board, if they don't  
 23 agree with what the Peer Review says then they have the  
 24 opportunity to bring in whatever.  
 25 **MR. PARK:** If they have presented evidence or

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1 whatever to the CCEU and the CCEU still comes back and says  
 2 we recommend that you get placed and have sanctions taken  
 3 against your certification or licensure, then they can come  
 4 before the Peer Review Board and say we presented this to  
 5 the CCEU, we don't feel this is appropriate, here is why  
 6 and allow the Peer Review Board to --  
 7 **MS. SNYDER:** So just giving them a second  
 8 chance at the Peer Review Board before the Director.  
 9 **MR. PARK:** Right. Then under 7(a), again the  
 10 word Department has been removed and replaced with Bureau  
 11 which will now be BEMSP. Then it was just numbering  
 12 changes on down to 10 as opposed to only going to 9 based  
 13 on earlier additions.  
 14 That is the sum total of the rule revisions  
 15 that we have requested. Again, most of it is housekeeping  
 16 stuff, replacing Department with BEMSP and specifying CCEU  
 17 in much of that as it is now their responsibility within  
 18 the Department structure. We would ask for your approval  
 19 on those items.  
 20 **MR. DANSIE:** Do we need to discuss any of this  
 21 to make a motion and vote on it?  
 22 **MS. SNYDER:** I think we've discussed it as we  
 23 have gone along. But I have a question as far as  
 24 procedure. How many people do we need to have to make a  
 25 quorum so that we can actually pass these things because in

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1 other committees we can't take action, but we can make  
 2 recommendations.  
 3 **MR. NICHOLL:** This is a task force so (a) we  
 4 don't need a quorum, and (b) we shouldn't technically take  
 5 votes. We make recommendations or not.  
 6 **MS. SNYDER:** We have to vote on what we decide.  
 7 **MR. NICHOLL:** But it's a task force.  
 8 **MR. DANSIE:** We do it for the matter of  
 9 solidarity.  
 10 **MR. NICHOLL:** But we don't have to because it's  
 11 a task force.  
 12 **MR. DANSIE:** Right. What I can do as a  
 13 courtesy is send out -- I'll clean up -- I have this on  
 14 Google Docs with all the changes. Let me go back and add  
 15 these little tweaks that we went through and send it out to  
 16 the task force again. This has to go to the EMS committee  
 17 so we will have plenty of time for the task force to review  
 18 the draft. I'll clean it up and send it out.  
 19 **MR. NICHOLL:** And then we have two months  
 20 before then.  
 21 **MR. DANSIE:** If there are not any objections  
 22 we'll solicit those over e-mail if that's okay since we  
 23 don't have a group here.  
 24 **MS. SNYDER:** So we don't ever need a quorum for  
 25 this task force?

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1           **MR. DANSIE:** Technically no. We have performed  
2 that way in the past -- actually I don't think we've never  
3 not had at least a majority here. This is probably the  
4 first time we've had a meeting and not had a majority here.  
5 But I don't want to hold this up and reschedule another  
6 meeting. Let me solicit the input from everybody that  
7 wasn't able to attend and we'll get their feedback and then  
8 take it to the committee if that's okay. I'll clean up the  
9 language and run it by Darren and make sure we're on the  
10 same page and we have all the same changes and then send it  
11 out.

12           **MS. SNYDER:** So for the sake of what we're  
13 trying to accomplish today I would recommendation that we  
14 approve this with the changes that we have discussed today.

15           **MR. NICHOLL:** I support that recommendation.

16           **MR. DANSIE:** Any comment? Everybody in favor  
17 vote aye.

18           **MS. SNYDER:** Aye.

19           **MR. NICHOLL:** Aye.

20           **MR. DANSIE:** Phone people.

21           **MR. MARRELLI:** Aye.

22           **MS. NELSON:** Aye.

23           **MR. DOWNS:** Aye.

24           **MR. DANSIE:** Anybody opposed. I think that was  
25 everybody. We'll move forward then.

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1           I will send that out. Next agenda item. Since  
2 Jay's not here to conduct I'll take care of this. The next  
3 item we want to talk about is R426-3 automatic mutual aid  
4 agreements. I think we actually voted on this in EMS  
5 committee and decided to create language in this group and  
6 then bring it back to the EMS committee in January for  
7 their approval. Let me change the document so you can see  
8 it.

9           **MR. NICHOLL:** 426-3 what?

10           **MR. DANSIE:** 900. Basically the concept is --  
11 and I just made this language up, so correct me everywhere  
12 you can that doesn't look right. If you read along it says  
13 -- I struck out that number 1 part -- number 1 says all  
14 licensed ground ambulance providers shall maintain aid  
15 agreements with other ground ambulance providers to call  
16 upon them for assistance during times of unusual demand,  
17 inter-facility transports, or standby events. That's  
18 existing language.

19           We wanted to add -- it should be number 2. I  
20 don't know why it's number 1. All licensed ground  
21 ambulance provider organizations -- the word organizations  
22 was added because when we do go to licensed individual, I  
23 put organization to clarify that. Does that make sense?  
24 We're talking about the agency.

25           **MS. SNYDER:** I did have a question about why

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1           all of a sudden organizations are coming in instead of  
2 licensed agencies because in past times we made a really  
3 big distinction about licensed or designated agencies or  
4 providers or whatever, and now we have organizations. In  
5 my mind an organization could be just a group of -- it  
6 talks about paramedics. We're going to form an  
7 organization and we're going to go to special events  
8 throughout the state.

9           **MR. DANSIE:** Maybe the term needs to be  
10 changed. I need to bounce that off. I need to have some  
11 way to identify an agency -- and the reason we don't use  
12 the term agency because it's confused with federal  
13 agencies. So in the past we have opted not to use the term  
14 agency. We commonly call our licensed providers an agency,  
15 but in our rules we haven't used the term agency. We  
16 actually deleted that out when we first started working on  
17 this group. So it says licensed provider. But in the  
18 healthcare world if a doctor is licensed then he is a  
19 licensed provider. So I need some way to offset licensed  
20 provider from a licensed individual or an organization. I  
21 picked the word organization, but maybe that's not the term  
22 we want to use. What term do you think would be more  
23 suitable?

24           **MS. SNYDER:** Did we use agency before and we  
25 just don't want to use it now?

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1           **MR. DANSIE:** I can put agency in if you would  
2 rather and we can talk to Brittany and see if she is okay  
3 with that term.

4           **MS. SNYDER:** I don't know. This is just some  
5 new language.

6           **MR. NICHOLL:** It says right there licensed  
7 ground ambulance provider, you should just make providers.  
8 You're talking about licensed ground ambulance providers.  
9 Me as an individual is not a licensed ground ambulance  
10 provider, my agency is.

11           **MR. DANSIE:** You're a licensed paramedic.  
12 You're providing the patient care, but not the ambulance.

13           **MR. NICHOLL:** Right.

14           **MR. DANSIE:** Maybe we just need to put that in  
15 definitions.

16           **MS. SNYDER:** That was a question I had. Maybe  
17 other people have questions about that.

18           **MR. DANSIE:** I honestly just took a stab in the  
19 dark and picked the word organization. We just want to  
20 clarify that we're not talking about people, we're talking  
21 about groups, the people that have the license, the  
22 Wendover Ambulance, not Laura Snyder. Okay. I'll read  
23 that. It says all licensed ground ambulance providers are  
24 required to participate in automatic mutual aid for  
25 adjoined -- I picked the word adjoined. The intent is the

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1 areas that are next to you. For adjoined geographical  
 2 service areas as a condition of their license. The  
 3 automatic mutual aid agreements mean that they may be  
 4 called upon to provide assistance during times of unusual  
 5 demand, inter-facility transports, or for standby events.  
 6 Exceptions to automatic mutual aid may be granted as part  
 7 of a license if approved in writing by the Department.  
 8 So all we're saying is instead of having --  
 9 when you apply for a license, instead of having to have a  
 10 document that is signed that you have a mutual aid  
 11 agreement, we're assuming that you have those, that you are  
 12 required to participate in those unless you have a document  
 13 saying that you won't do that.  
 14 **MR. NICHOLL:** I've got a problem with going on  
 15 to define what automatic mutual aid covers, the  
 16 inter-facility transports, and standby events. I think it  
 17 should end with during times of unusual demand period.  
 18 **MR. DANSIE:** And just strike that?  
 19 **MR. NICHOLL:** And the reason why, I don't see  
 20 someone giving up inter-facility events, but I could see  
 21 where maybe you have a neighboring agency that's thin  
 22 staffed as it is and maybe it's in an area where they have  
 23 a lot of outdoor events and they can't do the standby  
 24 events. They don't care about the standby events so they  
 25 don't do them. Well, if there is an automatic aid

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1 agreement, does that bind the hands of the next door  
 2 provider that they have to do it because it's in automatic  
 3 aid? And does that get in the way of our standby events  
 4 dialog that we've had so frequently in here.  
 5 **MR. DANSIE:** I see where you're going with  
 6 that.  
 7 **MR. NICHOLL:** So if you just say automatic and  
 8 mutual aid are for unusually high demand or situations  
 9 where additional resources are needed, not for you to come  
 10 in and run calls in my area because I can't afford to staff  
 11 my people. That's a bigger problem.  
 12 **MS. SNYDER:** I think one of the discussions we  
 13 had before and why we did put it special events and  
 14 transports in there is because if we didn't and an agency  
 15 -- say Wendover Ambulance, I didn't have enough staff to do  
 16 one of my special events. Then it goes to Tooele County --  
 17 well, now there are a couple of ambulance services there,  
 18 but it was only one. So it gave them the first option so  
 19 to speak to cover my events versus anybody in the state.  
 20 I'm a licensed provider. I'll come do it. I'm going to  
 21 bid on it. And then there was this bidding war because it  
 22 did happen.  
 23 **MR. NICHOLL:** I thought we created the language  
 24 in that section that it was the licensed providers  
 25 responsibility to ensure that coverage was there.

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1 **MS. SNYDER:** And if they can't they refer back  
 2 to the mutual aid, which mutual aid is the adjacent  
 3 provider agency, not just anybody in the state can come in  
 4 and make a bid on that because I can't do it during that  
 5 time.  
 6 **MR. NICHOLL:** But it's your responsibility to  
 7 make sure that it gets done. You can call up anybody you  
 8 wanted to do it, so it wouldn't necessarily be a bidding  
 9 war. But I can see where say hypothetically speaking you  
 10 don't -- say perhaps you're thin staffed and it's not high  
 11 demand. You say I can't do the speed races because I'm  
 12 thin staffed. I'm lucky because I don't have to worry  
 13 about it because I can go like this I have an aid agreement  
 14 and now it's Tooele's problem. And Tooele says, wait a  
 15 second.  
 16 **MS. SNYDER:** No, I'm still responsible as that  
 17 agency. I can call on my mutual aid people and if they  
 18 can't do it, then you go to the next step. But it's the  
 19 mutual aid people in your adjoining agencies that get first  
 20 shot at it. The benefit of it is they get some of the  
 21 gravy plus in high demand in a catastrophic event they have  
 22 to go and send resources.  
 23 **MR. NICHOLL:** Well, yeah. But that's  
 24 different. I'm specifically talking about standby events.  
 25 To me it feels a lot like kicking the ball down the road.

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1 I don't want this, I'm going to kick it this way. Luckily  
 2 I have this language that says my automatic mutual aid  
 3 partner has to do it because I'm not.  
 4 **MS. SNYDER:** I think we pretty much established  
 5 that special events and inter-facility transports is where  
 6 the money is made and most people aren't going to kick  
 7 those out for open bid.  
 8 **MR. NICHOLL:** I agree. This is just for sake  
 9 of discussion.  
 10 **MS. SNYDER:** Let's hear what someone else has  
 11 to say about this.  
 12 **MS. NELSON:** We can't hear you very well.  
 13 **MR. DANSIE:** What she is asking is how do you  
 14 feel about having the wording in there after unusual demand  
 15 with the statement including inter-facility or standby  
 16 events. Would you rather have that in there or taken out  
 17 of there? Jason's reasoning was that we're just kicking it  
 18 down the street. If we decide we don't want it then  
 19 somebody else has to deal with it because they're my  
 20 neighbor. Laura's thinking is they would probably want it  
 21 and they should be considered first. Any comments on that?  
 22 **MR. NICHOLL:** That's what I'm saying.  
 23 Inter-facility and standbys are already part of your  
 24 licensure. You need to demonstrate that you can do this.  
 25 And automatic and mutual aid should be only for those times

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1 of unusual demand. You have three rigs, they're all out on  
 2 calls, someone comes in and says I need you to do this and  
 3 that's where automatic aid comes in.  
 4 **MR. DANSIE:** Here is a thought. Let me just  
 5 scroll down in the document. I tried to capture --  
 6 **MR. DOWNS:** I don't have a problem with the  
 7 document. It just solves me from having to go out and get  
 8 mutual aid. I think the problem I have is automatic.  
 9 Automatic makes it sound like it's going to happen  
 10 automatically whether I have a say or not. If I just put  
 11 mutual aid I still have the reason to call them in rather  
 12 than it happening automatic. I can say, hey, I need help,  
 13 I can select the agencies to come and help me without it  
 14 being automatic. Automatic sounds like to me that they're  
 15 automatically coming to my service whether I like it or  
 16 not.  
 17 **MR. DANSIE:** How about we change the word  
 18 automatic to understood or some other term?  
 19 **MS. SNYDER:** What's the purpose of making the  
 20 change because I thought it worked good before. We all  
 21 have to have mutual aid agreements.  
 22 **MR. DANSIE:** It just becomes -- the mutual aid  
 23 agreement idea is perfect. That's in statute. It's  
 24 required. We're not taking away mutual aid agreements.  
 25 All we're doing is as you apply for your license you're

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1 expected to give mutual aid to your neighbors. That's it.  
 2 **MR. DOWNS:** I would just take out the word  
 3 automatic.  
 4 **MR. DANSIE:** Okay. Should we just not use that  
 5 term? That was a term that the committee said when they  
 6 assigned it. I can take that term out though.  
 7 **MS. SNYDER:** Just to go back a little bit on  
 8 this same thing then. It sounds like what they're saying  
 9 is you don't need to have written mutual aid agreements,  
 10 that everybody should automatically help everybody else.  
 11 **MR. DANSIE:** They're assumed for your  
 12 neighboring providers. They're assumed. Rather than to  
 13 have you have a piece of paper with signatures on it, it's  
 14 assuming you will provide that unless you give us a piece  
 15 of paper saying you won't and the reasons for not doing it.  
 16 So what it does is it takes the burden off of you on your  
 17 relicensure that you don't have to go chase down all those  
 18 pieces of paper.  
 19 **MS. SNYDER:** Okay. I agree with that trying to  
 20 do away with some of that paperwork chase.  
 21 **MR. DANSIE:** Okay.  
 22 **MS. SNYDER:** Then it should be as a requirement  
 23 of licensure that you have mutual aid agreements, but what  
 24 we're saying is we're not really going to have mutual aid  
 25 agreements, it's assumed that everybody provides mutual aid

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1 anyway.  
 2 **MR. DANSIE:** To your neighboring areas. If you  
 3 are called outside of your neighboring area, then you would  
 4 have to have something or if you had a speciality transport  
 5 where you had like Gold Cross coming from across the state  
 6 to do something for you, then you would have to have an  
 7 agreement.  
 8 **MR. PARK:** Can I interject here? Automatic aid  
 9 and mutual aid are two different things in our world.  
 10 **MR. DANSIE:** That's what Jay is telling me.  
 11 It's a fire term.  
 12 **MR. PARK:** It's a fire term. It's a structure  
 13 term. Automatic aid is what you're talking about. Mutual  
 14 aid is a signed document that is for like resources which  
 15 says if you can send me this one engine, I will send you  
 16 one engine. Anything above and beyond that is then --  
 17 there is a fee structure attached to it. If you can't  
 18 provide this resource to me, but I can provide it to you,  
 19 then I get to bill you for it. That's mutual aid  
 20 agreements. So automatic aid is really what you're talking  
 21 about here where it's -- there is no special call. If the  
 22 need exists you will come. Basically what we're talking  
 23 about here are ambulances and that type of thing where  
 24 there is no -- it doesn't take managerial approval to do  
 25 that. It's already there. So I would take the word mutual

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1 out.  
 2 **MR. DANSIE:** Just call it aid.  
 3 **MR. PARK:** Automatic aid.  
 4 **MR. DANSIE:** What do you think, Jay?  
 5 **MR. DOWNS:** That should work.  
 6 **MR. DANSIE:** I don't care what we call it. I  
 7 was trying to get the concept.  
 8 **MR. PARK:** The concept you're after is  
 9 automatic aid.  
 10 **MR. DANSIE:** I will change the terms.  
 11 **MS. SNYDER:** So then do we not have really a  
 12 need for a mutual aid agreement because under your  
 13 licensure what you will agree to is automatic aid to other  
 14 agencies.  
 15 **MR. DANSIE:** You're contiguous to your adjoined  
 16 areas, not everybody. Then it goes on to say in existing  
 17 language --  
 18 **MS. SNYDER:** How about this. How about if we  
 19 have written mutual aid agreements like we have now that  
 20 don't have an expiration date until they are, whatever,  
 21 cancelled. So as long as I get one this year, I don't ever  
 22 have to get one again unless I want to cancel it and it's  
 23 assumed that it's still in effect. They don't expire in  
 24 four years. Isn't that what you're wanting?  
 25 **MR. DANSIE:** We can propose that. More or

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1 less. I think what we've had in the past is we haven't had  
 2 formal written mutual aid agreements.  
 3 **MS. SNYDER:** I have to have one.  
 4 **MR. DANSIE:** I know. And then there is the  
 5 political side, if you don't like your neighbor then you  
 6 didn't sign it with them. We're saying as a condition of  
 7 your license you will provide that service in those types  
 8 of crisis and unusual demand regardless of if you have a  
 9 piece of paper or not. That was the concept and to take it  
 10 down a knot so you don't have to provide those pieces of  
 11 paper every time you relicense.  
 12 **MS. SNYDER:** I don't think anybody has a  
 13 problem with giving service and giving things, it's having  
 14 someone bring things to your area. That's the problem.  
 15 **MR. DANSIE:** Right. And it has to be at the  
 16 request of --  
 17 **MS. SNYDER:** I think most agencies are willing  
 18 to provide mutual aid, go and help or whatever.  
 19 **MR. DANSIE:** Right, because it's just  
 20 additional revenue.  
 21 **MS. SNYDER:** That's right. The issue is when  
 22 other folks want to come into your service area. That's  
 23 why we had the big discussion that it needs to be first to  
 24 people in your contiguous licensed area versus anybody in  
 25 the state being on a scaled down callout or something to

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1 come and do it.  
 2 **MR. DANSIE:** Part of the issue with this and  
 3 the reason it came about is for dispatchers they don't know  
 4 what agreements are in place. So sometimes if they're in a  
 5 pinch what do they do. They don't know if they're stepping  
 6 on toes or going the wrong way or something of that nature.  
 7 **MS. SNYDER:** Regina could speak to this. She's  
 8 in dispatch.  
 9 **MR. DANSIE:** How do you feel about this idea?  
 10 That way if Mountain West needed help, you know you can ask  
 11 Wendover and you wouldn't have to worry about is that okay  
 12 or not. That was the whole deal was to streamline that  
 13 process and make sure nobody is withholding help because  
 14 they don't have a written agreement.  
 15 **MR. DOWNS:** I have a question for you. Let's  
 16 say you have in my situation in Cache we have a disaster  
 17 happen, we start calling for other agencies to come in,  
 18 under this rule it will save me from getting ten agreements  
 19 with the ambulances that are already around me.  
 20 **MR. DANSIE:** Right.  
 21 **MR. DOWNS:** And I call the state and I say to  
 22 the state, hey, I need some additional help. And then you  
 23 guys enact whatever you do. What kind of contracts do you  
 24 have with these ambulance agencies other than their license  
 25 to enact that? For me to ask other agencies to come and

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1 assist us, how do you do that?  
 2 **MR. DANSIE:** How do I do that?  
 3 **MR. DOWNS:** Yeah.  
 4 **MR. DANSIE:** Right now we would just ask them.  
 5 That's going to be a disaster situation if you need to go  
 6 outside that scope.  
 7 **MS. SNYDER:** When they had that big bus wreck  
 8 in San Juan County, it overpowered not only that agency,  
 9 but also their contiguous agencies.  
 10 **MR. DANSIE:** And then we can do that under an  
 11 executive director's order. If there is a disaster -- if  
 12 there is something that overwhelms the locals, we can do it  
 13 through an executive order. That's not a problem. I don't  
 14 know. The concept I think is a good one, I just don't know  
 15 how we want to word it. I put some other language in this  
 16 document that talks about the -- if you go down in the  
 17 document under part 4 that I added, it says when automatic  
 18 aid is given as describe in 426-3-9 the following shall  
 19 apply to the licensed ground provider rendering aid, unless  
 20 otherwise stated in writing and approved by the Department  
 21 prior to the event, that you will provide the billing or  
 22 other financial reimbursements. That means if my neighbor  
 23 calls me and I have to go help in the other area, I will do  
 24 the billing, my agency will bill, my people will be under  
 25 my liability insurance, and they will follow patient

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1 protocols according to my medical direction.  
 2 That's something we decided on in our template.  
 3 Jay actually worked on that a few years ago and we tried to  
 4 develop a standard mutual aid agreement template. So I  
 5 just took those elements and put them on here.  
 6 **MS. SNYDER:** I think that's good.  
 7 **MR. DANSIE:** Unless there was a problem and you  
 8 identified that beforehand you could say if we're going  
 9 there then we want to be on your insurance, not ours, or  
 10 we'll be on your medical direction, not ours for some  
 11 reason. Then they would need to have that agreement in  
 12 writing beforehand.  
 13 **MS. SNYDER:** Where did this come up that we may  
 14 need automatic?  
 15 **MR. DANSIE:** I'll tell you the background on  
 16 this. Mike Moffitt suggested it to me. He thought -- the  
 17 reason being is it's a pain to chase down all the pieces of  
 18 paper. In most situations everybody when called upon  
 19 they're willing to go somewhere else and help. And so  
 20 we're just softening that requirement on your license end.  
 21 So that it's assumed that you would do that for your  
 22 neighbor, and if it's something beyond that then you would  
 23 need some other type of arrangement like you already do.  
 24 So instead of going out and getting the nine letters that  
 25 Jay needs or whatever, we just do away with that part of it

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1 and assume that that's going to take place under these  
 2 conditions.  
 3 **MR. PARK:** And then when you get into  
 4 speciality vehicles like the mobile intensive care unit,  
 5 the bariatric units, those should be mutual aid signed  
 6 agreements. So that if you have a great need that, say for  
 7 a bariatric unit within your jurisdiction, you cannot abuse  
 8 your neighbor and use theirs.  
 9 **MR. DANSIE:** Correct. I think we captured that  
 10 already in the existing language that say, (2) other types  
 11 of aid agreements shall be in writing, signed by both  
 12 parties, and detail the purpose of the agreement, type of  
 13 assistance, circumstances, duration. That's all already in  
 14 existing rule. I just left it in there because I think in  
 15 those situations you should have something in writing that  
 16 specifies who it's with, what it's for, and how long that  
 17 contract or that agreement lasts. That's already in the  
 18 rule. We're not trying to take away any of that. We're  
 19 just trying to add on the idea that it's assumed you will  
 20 help your neighbor. I don't know. I feel like this is the  
 21 last man standing. I feel like the group has diminished to  
 22 the point where we don't have any more input.  
 23 What I can do is I'll make those tweaks, I'll  
 24 take out the word mutual and put automatic aid.  
 25 **MS. SNYDER:** So nobody has to sign anything

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1 with anybody.  
 2 **MR. DANSIE:** Just for your neighboring counties  
 3 you don't have to sign anything, not counties, but your  
 4 service areas. Anything beyond that you have in the past,  
 5 and you do need to do that going down the road in the  
 6 future.  
 7 **MS. SNYDER:** I'm okay with that, but I would  
 8 just leave everything like it is. We beat it like a dead  
 9 horse before with specific events and the inter-facility  
 10 transports. I would leave all that in and make it  
 11 automatic and go with it. And then later if we want to  
 12 revisit it, bring it back. For the sake of moving along  
 13 leave the language. Jay, what do you think?  
 14 **MR. DANSIE:** Honestly I don't know if anybody  
 15 is having heartburn over this or not. We're trying to make  
 16 it easier.  
 17 **MR. DOWNS:** I can't hear what you said.  
 18 **MR. DANSIE:** She wants to put the  
 19 inter-facility piece and the standby thing the way it  
 20 already has been in the rule. Jason wanted to take it out,  
 21 but it actually already exists in the rule where it says  
 22 for unusual demand, inter-facility, or standby.  
 23 **MR. DOWNS:** Yes.  
 24 **MR. DANSIE:** Do you want to leave it in?  
 25 That's what Laura is thinking.

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1 **MR. DOWNS:** Yes.  
 2 **MR. DANSIE:** Okay. We'll put it back in.  
 3 **MR. DOWNS:** This is a wild idea. I'm just kind  
 4 of going through my mind here and thinking why do we need  
 5 to have aid agreements if we're all licensed providers.  
 6 And this is basically saying I think maybe we ought to have  
 7 what is required when you do give aid, I think you have  
 8 that captured in that last paragraph.  
 9 **MR. DANSIE:** The only reason I would say on the  
 10 other types of aids -- and maybe we can see what the  
 11 statute says. I know that there is stuff in statute that  
 12 says that if you are able to provide support in times of  
 13 unusual demand, and I can't remember all of the terminology  
 14 there. But I don't know if it has to be in writing or not.  
 15 I don't think it does.  
 16 **MR. DOWNS:** That's probably the first thing we  
 17 want to check before we make all the changes.  
 18 **MR. DANSIE:** Right. But I think the changes  
 19 we've made are all okay in statute. I don't know if saying  
 20 no mutual aid agreements are needed, I don't know if that  
 21 will fly.  
 22 **MS. SNYDER:** No, but to say all the mutual aids  
 23 are automatic aid agreements and leave all this language  
 24 that was there plus what you just said about the billing  
 25 and so forth. I think that's good.

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1 **MR. DANSIE:** Do you have any issues with that,  
 2 Jay? I honestly don't know. I'm not a provider. I don't  
 3 know what you deal with. I know in the statute we're  
 4 required to have mutual aid to some extent and I'm just  
 5 trying to soften it a little bit on the licensing end.  
 6 **MR. DOWNS:** I didn't hear you.  
 7 **MR. DANSIE:** I'm just saying I'm trying to  
 8 soften the language for licensing and I don't know actually  
 9 in the field if having that piece of paper really matters a  
 10 whole lot or not.  
 11 **MR. DOWNS:** I don't think it does. That's my  
 12 point. That's what I was trying to drive at with what I  
 13 was saying. Once we call the state in, you then enact your  
 14 end of it, and I'm kind of going then why do I need to have  
 15 all these aid agreements with everybody around me anyway.  
 16 **MR. DANSIE:** How would you feel about that  
 17 other type of aid that is already in the rule for the  
 18 speciality type transports and so forth?  
 19 **MR. DOWNS:** I would have to look at that one.  
 20 **MR. DANSIE:** That's kind of why I thought we  
 21 probably ought to leave it in there, at least that way you  
 22 have the opportunity to spell it out on paper exactly what  
 23 -- I'm not saying Gold Cross only, but anybody like Gold  
 24 Cross would come in your area there would be that  
 25 expectation of what is offered and under what

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1 circumstances.

2 **MR. DOWNS:** Sure. I can do that.

3 **MR. DANSIE:** Are we okay with that then? Let's

4 go on to the next agenda item, should we? I will propose

5 that. I will take this language and I'll add that back in.

6 **MS. SNYDER:** To sum it up, I think leave the

7 old language there, include the language that you and Jay

8 came up with. You can call it automatic if you want,

9 that's fine, too. And then call that a package.

10 **MR. DANSIE:** Okay. Good. I move that we move

11 on to the next agenda item. The next agenda item I started

12 working on changing the term certified to licensed for

13 individuals. And after I started looking through some of

14 that language and talking to Paul, we feel like we probably

15 need to do all the sections and then simultaneously change

16 all at once when Replica is enacted. I started doing that

17 and I sent out two documents, 426-2 and 426-3, which

18 pertain to designation and to licensure and I think I used

19 the term organization, maybe there is a better term, to

20 indicate a service, an agency, maybe that's all I need

21 today is just to see what your feeling is and what terms we

22 use. Currently we have the term licensed provider, meaning

23 the agency. That's how it is in the definitions. That's

24 how it is throughout the rule. If we use licensed provider

25 is that going to be confused with licensed individual?

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1 it's to provide services on a college front or special

2 events or some other thing. And I believe organization was

3 one of those words that we used in combination with that.

4 And that's why it threw a flag at me.

5 **MR. DANSIE:** I think you made a good point. I

6 agree with you. I think off the cuff I used the word

7 organization, but I don't like it. I think it is

8 confusing. I think we stick with the term licensed

9 provider, and that will save me work actually, and then

10 just put it in definitions a licensed provider is an agency

11 and a licensed individual -- currently we use the term

12 certified individual, and we will change that to licensed

13 individual.

14 **MS. SNYDER:** I think that's pretty clear.

15 **MR. DANSIE:** That's probably the least painful

16 change. I'll use those terms. I'll go back through and

17 I'll work on all the sections that currently have those

18 terms in there and we'll make a draft that has all those

19 terms changed. We'll wait for these other pieces that

20 we're working on today to become effective and then I'll

21 use those effective versions to draft the changes for those

22 terms.

23 The other things on here are just updates.

24 Number 5 on the agenda is R426-10 air medical rules. As

25 you know we've had quite a discussion in the state and

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1 **MR. NICHOLL:** I don't think so.

2 **MR. DANSIE:** What we can do is I'll start going

3 through those and I'll draft those out and I'll use the

4 term licensed provider. We'll put that in definitions

5 licensed provider means an organization that provides

6 ambulances. And then in the definition for licensed

7 individual that will be Jason, Laura, Darren, whoever has

8 that certification or license.

9 I will start going through that. I send out a

10 couple to see how you feel about it. I don't want to mess

11 with that. We'll do that after Replica is enacted or there

12 is a start date for Replica. There are seven states that

13 have passed legislation. We need three more before the

14 time clock starts on it. So just a heads up, we talked

15 about this before. I just started to make an attempt and I

16 can see that the terminology is probably the biggest thing

17 as to what terms do we use and we'll define those in

18 section 426-1.

19 **MS. SNYDER:** When I read that about the

20 organization, what struck me was that it was different than

21 what we had talked so long about who was the agency or the

22 licensed provider was the ambulance service. What some of

23 the discussion at that time was here is a group of

24 paramedics and we're going to be an organization and we are

25 going to go and market ourselves to do something, whether

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1 nationally about air ambulance providers and some of the

2 problems that we face here nationally with them. Paul has

3 decided, and I think this is probably wise, we're going to

4 probably strike all the language about air ambulance rules

5 that currently exist out of your sections of rule and give

6 that it's own section like we used to have in the past.

7 And then that new section we are going to actually have a

8 group of our former air ambulance committee people help us

9 review those and make any minor tweaks. I know one tweak

10 they'll probably want is staffing in those rules. I don't

11 think it's required to paramedics, but we will probably up

12 that so that it is paramedic and somebody higher. And then

13 we will come back to this group and let you review that,

14 take it to the EMS committee and let them approve it.

15 Dispatch rules. There has been a big push --

16 Regina is aware of this. On the dispatch side of things

17 there has been a big push. There has been legislation.

18 There has been an audit on the 9-1-1 stuff. There has been

19 a lot of heartburn. There has been a push on the state

20 level to update, modernize, improve. So the 9-1-1

21 committee has asked me to work on possibly revising our

22 dispatch rules. Our dispatch rules currently are quite

23 weak, watered down. I think there are four or five things

24 that all medical dispatch centers need to have and it's not

25 in great detail. There is a political side to it that

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1 we're demanding too much of the sheriffs in some of the  
 2 rural areas. We've had that push back before. But I've  
 3 been looking at model rules. Actually priority dispatch  
 4 helped develop some model rules for a national model rule  
 5 and we were looking at that. I will work with the 9-1-1  
 6 committee to develop some language based on those model  
 7 rules and then bring that back to this group. I discussed  
 8 that at the EMS committee as well, that concept.  
 9 **MS. SNYDER:** That's probably good, it's just a  
 10 lot of people worry about unfunded mandates.  
 11 **MR. DANSIE:** Right. And that's what this might  
 12 be. We want to avoid that. In working with the 9-1-1  
 13 committee we want to use possibly some of their funding to  
 14 help offer a cut rate state vendor contract so that they  
 15 could use a state vendor instead of having to go out and  
 16 individually shop for a provider for their service. Does  
 17 that make sense?  
 18 **MS. SNYDER:** Yes, as long as my dispatch fees  
 19 don't go up.  
 20 **MR. DANSIE:** Speaking to the 9-1-1 committee  
 21 there is an idea that we have a standard system so that  
 22 everybody is trained and uses a standardized system rather  
 23 than using different vendors. So if we had a state  
 24 contract, that would be the default system kind of like we  
 25 do with our EMS image trend. We have a default system that

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1 could be used for dispatch. And then if they wanted to use  
 2 something else, if Salt Lake City Fire or somebody opted  
 3 out, they could use their own provider and that would be  
 4 fine. But at least we would have a default provider and  
 5 hopefully negotiate a decent rate for some of these small  
 6 areas that are having a hard time paying their dispatch  
 7 system fees and so forth. So I just want to give you a  
 8 heads up. I don't want you to think that we're trying to  
 9 do anything sneaky, but we're trying to work on some  
 10 dispatch model rules and then we will bring those to the  
 11 table later. I think that's everything.  
 12 **MS. NELSON:** Can I just acknowledge all the  
 13 work that you're doing to help us with that. What I see in  
 14 the EMS rule side and also on the 9-1-1 committee side, I  
 15 appreciate what you're doing.  
 16 **MR. DANSIE:** No problem. I'm just going to be  
 17 blunt and put it out there. Politically this is a  
 18 tightrope. So I don't want to move forward and push too  
 19 hard on those little small dispatch centers unless  
 20 politically there is the backing there. Does that make  
 21 sense? Paul has been very cautious about that in the past.  
 22 **MS. NELSON:** I understand that and I've been  
 23 taking the time to really get to know the other products,  
 24 two other products by PowerPhone and APCO. I've used the  
 25 APCO a couple of times and PowerPhone more than three times

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1 just to make sure I understand them well enough so when the  
 2 time comes we can speak to those because my agency does use  
 3 the MPDS system. We're very familiar with it, but we also  
 4 can speak to the benefits of why you want to use a system  
 5 such as that and not others. So I'm just trying to get as  
 6 educated as possible before so we can speak to that when  
 7 the time comes.  
 8 **MR. DANSIE:** Honestly we have to work  
 9 hand-in-hand with the 9-1-1 committee. I just wanted our  
 10 rule folks that aren't involved in that end of it to  
 11 understand that we're working on possibly changing the rule  
 12 there and going with the state contract and then we will  
 13 bring it back to the table here to develop or approve the  
 14 rules that come out of that. I don't want to blind side  
 15 either side of the group.  
 16 **MS. NELSON:** No. Trust me, everything he is  
 17 doing is great work and for the benefit of the State of  
 18 Utah as a whole.  
 19 **MR. DANSIE:** Thank you. Would you tell my  
 20 mother that.  
 21 **MS. NELSON:** Sure.  
 22 **MR. DANSIE:** All right. What do you guys think  
 23 for the next meeting? I know this one we had to change the  
 24 date because the problems with some of my schedule and also  
 25 the way the EMS committee and timing with the draft rules

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1 and so forth. Are we okay to meet January?  
 2 **MS. SNYDER:** Yes.  
 3 **MR. NICHOLL:** I'm good with that.  
 4 **MR. DANSIE:** I think we kind of got caught up  
 5 on the pressing issues and I think everything is good to go  
 6 to the committee on the things that were pressing. I  
 7 really don't have anything that is a real hot potato until  
 8 probably that certification licensing terminology change  
 9 comes and then the air ambulance rules. But that's  
 10 probably going to take months and months.  
 11 **MS. SNYDER:** Would that be the third Wednesday?  
 12 **MR. DANSIE:** The 25th of January. Okay. We'll  
 13 plan on it. We'll get room 425 and we'll guard it with our  
 14 lives. I guess with that we'll go ahead and end the  
 15 meeting.  
 16 (The meeting concluded at 3:15 p.m.)  
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C E R T I F I C A T E

STATE OF UTAH )  
:

COUNTY OF SALT LAKE )

I, Melinda J. Andersen, Certified Shorthand Reporter and Notary Public in and for the County of Salt Lake and State of Utah, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth, and were taken down by me in shorthand and thereafter transcribed into typewritten under my direction and supervision:

That the foregoing 57 pages contain a true and correct transcription of my shorthand notes so taken.

WITNESS MY HAND and official seal at Salt Lake City, Utah this 15th day of November, 2016.

My Commission Expires: \_\_\_\_\_  
February 10, 2018 Melinda J. Andersen, C.S.R.