

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

207



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
June 17, 2009

SUBJECT: Approve the third Amendment to the Master Ambulance Agreement #04-038 with American Medical Response (AMR) for emergency ambulance service.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the Third Amendment to the agreement between American Medical Response and the County of Riverside, Community Health Agency, Emergency Medical Services Agency; and
- 2) Authorize the Chairperson to execute the four (4) originals of the Amendment.

BACKGROUND:

The Board of Supervisors (BOS) approved the Master Ambulance Agreement with American Medical Response (AMR) in March 2004. The current year term is through June 30, 2009 with options for two (2) additional three (3) year extensions.

(Continued on Page 2)

Attachments

MO: bb

Susan D. Harrington
Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

~~MINUTES OF THE BOARD OF SUPERVISORS~~

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended with direction to the Executive Office to explore the idea of automatic renewal contracts similar to the contracts in place with our waste haulers.

Ayes: Buster, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Wilson
 Date: June 23, 2009
 xc: CHA/Public Health, E.O.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 03-30-04 Item 16.2 | District: ALL | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.17

FOR APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis* DATE

Dept Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Departmental Communication

Form 11:

COMMUNITY HEALTH AGENCY

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BACKGROUND CONTINUED:

The Emergency Medical Service (EMS) Agency implemented a process to review AMR's compliance with current contract requirements and receive stakeholder input. Announcements were made advising stakeholders of the process to be followed and establishment of basic timelines. These discussions occurred in the Pre-hospital Medical Advisory Committee (PMAC) and the Emergency Medical Care Committee (EMCC). The EMS Agency followed with written communications delineating the process to be followed for submission of proposed modifications to stakeholders in June 2008.

The following activities were completed by the EMS Agency in preparation for entering into the three (3) year contract extension with AMR.

- Comprehensive performance audit of AMR's obligations under the current contract term. AMR was required to provide written updates of all programs and documents as required by the contract. This was followed by on-site inspections in September 2008.
- Financial audit was completed for AMR's 2007 fiscal year by an independent audit firm in December 2008.
- A sixty (60) day period to write comments was provided to stakeholders from July 1, 2008 to September 2, 2008.
- Meeting with stakeholders to present and comment on their written comments on September 29 and 30, 2008.

AMR has consistently met all current contractual performance standards.

All modifications request were done in consideration of stakeholder recommendations when appropriate for overall system enhancement.

Highlights of changes to the Agreement

1. The Northwest Zone is further subdivided from two (2) to three (3) subzones: City of Riverside, City of Corona and unincorporated areas south of the 91 Freeway and the City of Norco and unincorporated areas north of the 91 Freeway to improve response time performance evenly across the zone.
2. Increase monitoring fees by \$225,000.00 to provide for improvement operational and clinical management oversight.

COMMUNITY HEALTH AGENCY

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3. Response time performance requirements have been adjusted in all subzones from 89% on a three month rolling average to 90% monthly compliance criteria. This will ensure that all areas of each zone receive adequate ambulance response times.
4. Ambulance rates increased to reflect increased costs for providing service. These rates remain in the middle 50% of such rates State-wide.
5. Response time exemption criteria, penalties and performance enhancement measures have been adjusted to encourage even greater response time performance by AMR.
6. Requirements for field supervision, education/training, clinical management and logistical support have been implemented or enhanced to ensure optimal patient care and cooperative efforts with first responder agencies.
7. New requirements for an ambulance back up program and disaster operations have been added to insure adequate ambulance resources and mutual aid capability during mass casualty incidents and EMS system surge events.
8. EMS Administrative Group responsibilities have been enhanced to assure local involvement in contract oversight activities.

These modifications will improve an already good EMS system by providing for enhanced standards and oversight for AMR performance and investment in critical areas including; response times, clinical sophistication, operational infrastructure, interagency cooperation and disaster response.

FINANCIAL DATA:

This agreement is a joint effort of the Community Health Agency (CHA), Medically Indigent Services Program (MISP), and Department of Mental Health. Accordingly, the agreement will be administered financially within each respective department's budget. CHA Management will manage the overall agreement operationally.

The annual CHA/Department of Public Health share of cost is \$441,000, MISP is \$91,000 for the transport of county-responsible indigent patients, and Mental Health has budgeted to disburse to AMR \$90,000 for the transport of County responsible patients in need of a mental health evaluation ("5150" field and inter-hospital transfer calls). The share cost of Department of Mental Health and MISP remain the same.

CHA/Department of Public Health, MISP, and Department of Mental Health will submit over the life of the agreement the necessary budget amounts to conform to contract terms and conditions in accordance with County budget requirements.

RECITALS

An efficient and effective County Emergency Medical Services (EMS) system is a matter of significant importance to the safety, health and welfare of the public.

The County, through its local EMS Agency, is responsible for the planning, implementation, and evaluation of the County EMS system. The responsibilities of the County include the implementation of an Advanced Life Support (ALS) program. The County desires to institute an ALS program through agreements with ALS providers. The development and implementation of an ALS program shall be a part of, but not limited to, the County's EMS system.

No person or entity may provide ALS services unless that person or entity is part of the County's EMS system as authorized by the local EMS Agency.

The County desires the ALS program include ALS ambulance service providers that will provide said services on an emergency basis as part of the County's EMS system as provided for by the County's EMS Plan. To ensure an effective and viable EMS system, selected ALS ambulance service providers must meet, and continue to comply with, standards set by the local EMS Agency.

The County is vested with the power to award Exclusive Operating Areas in the County for ALS emergency ambulance service providers. Said Exclusive Operating Areas include unincorporated and incorporated areas of the County.

ALS emergency ambulance service providers selected to provide service in an Exclusive Operating Area(s) will be required to provide services to persons who are indigent or subject to a mental health evaluation hold pursuant to Welfare and Institution Code Section 5150, for whom the County may be financially responsible for in whole or part, or who qualify for Medically Indigent Service Program (MISP) benefits which the County administers.

Contractor is willing and capable of providing ALS emergency ambulance service as required by County and seeks the County's authorization to provide said service.

Contractor seeks the County's designation as an Exclusive Provider of ALS emergency ambulance services to the public in those areas of the County designated under the terms and conditions of this Agreement.

Contractor acknowledges that County incurs costs in meeting its responsibilities in maintaining a viable County EMS system and ensuring that the standards set for the County's EMS system and its providers are maintained for the public's safety, health and welfare.

1. OBLIGATIONS OF COUNTY

1.1 County shall designate Contractor as the exclusive provider of emergency and ALS ambulance service within the area(s) identified in Schedule A. As necessary for public safety, health and welfare or to ensure an effective County EMS system, County reserves the right to make adjustments to the Exclusive Operating Area(s) consistent with applicable laws. Any changes in Exclusive Operating Area(s) shall be subject to County providing written notice to Contractor. In the event of such anticipated change(s), Contractor may issue a request for renegotiation seeking a change in response requirements or other such changes as may be necessary to compensate Contractor for actual or potential loss of revenue. In the event the parties are unable to agree upon any such amendment(s) within sixty (60) days of Contractor's written request for renegotiation, Contractor may terminate this Agreement upon 180 days written notice.

1.1.1 Nothing in this agreement shall prohibit Contractor from entering into a subcontract(s) for the provision of staffing and certain other services with fire service agencies to perform some of the services required of Contractor hereunder. Any such subcontract shall be approved by County, which approval shall not be unreasonably

withheld. No subcontract approved by the County shall be deemed a change in “manner and scope” of the services rendered by Contractor within the meaning of section 1797.224 of the Health and Safety Code. If appropriate, County shall incorporate any such subcontract in its next amendment to its local EMS plan.

1.2 County shall ensure Contractor, as an essential EMS system provider, will be so designated under the County’s EMS Plan and have the opportunity to participate on relevant County EMS and other County committees and functions.

1.3 County shall incorporate the operation of the Contractor as an emergency ambulance provider into the County’s ALS and disaster planning programs and trauma system.

1.4 County shall institute administrative procedures and processes to effectively and efficiently fulfill its obligations under applicable law or regulation as it may effect Contractor’s obligations under this agreement including, but not limited to, data collection and evaluation, medical control oversight, personnel training and certification or accreditation, and critical operational infrastructure such as communications, facilities, emergency vehicles and medical equipment/supply caches.

1.5 County shall institute administrative procedures and processes to effectively and efficiently ensure that Contractor’s obligations under this agreement and as may otherwise be required by law or regulation, are satisfied.

1.6 County shall pay Contractor on a quarterly basis funds appropriated for MISP emergency ambulance transportation as set forth in Schedule B for reimbursement of services provided to eligible County MISP patients. The provisions of this paragraph are contingent upon County’s receipt of state funds from the MISP account as provided in Welfare and Institutions Code Section 16703.

1.7 County shall pay Contractor the amount specified in Schedule C as total

compensation for providing emergency ambulance services to County indigent patients.

Payments will be made on a quarterly basis. County indigent patients will not include those patients meeting the definition of MISP patients.

1.8 County, through its Department of Mental Health, shall pay Contractor in accordance with Schedule D. Payments made thereunder shall be on a quarterly basis.

1.9 County representatives may and will, at anytime and without notification, directly observe Contractor's facilities and operations. The County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all times be respectful of Contractor's employer/employee relationships. The County representative shall provide identification consistent with the performance of these duties.

1.10 County shall, except as otherwise provided herein, utilize Contractor exclusively for the provision of ground prehospital emergency ambulance service at emergency scenes and shall refer all 9-1-1 medical calls to Contractor within the Exclusive Operating Area(s) as shown in Schedule A. This provision shall not preclude County from requiring Contractor to enter into agreements with other qualified ambulance providers for the purpose of back up or mutual aid ambulance service. Any such agreements or providers shall be approved by the EMS Agency.

1.11 County shall monitor and oversee the Agreement to ensure that Contractor meets or exceeds all requirements specified within the Agreement. Such activities include, but are not limited to: analyzing monthly compliance reports, coordinating and convening zone administrative meetings and activities, ensuring Contractor meets all quality assessment and improvement requirements. County has determined, based on a reasonable allocation of the costs, that Contract Monitoring and Oversight is \$350,000 each year of the Agreement. The costs include: salary and benefits for two (2) EMS Specialists and an Office Assistant II,

Community Health Agency (CHA) overhead including Information Technology (IT) services, Internal Support Services (ISS), facilities, rent, utilities and travel, as well as County overhead including Human Resources, IT, COWCAP and Workers' Compensation. Contractor shall reimburse County for Contract Monitoring and Oversight costs, which shall be payable to County of Riverside and directed to EMS Agency, semi-annually by the first day in October and March.

Payments shall be increased or decreased annually commensurate with the change in the CPI for all urban consumers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year. These payments may be adjusted for information technology and maintenance expenditures by AMR upon EMS Agency approval.

2. OBLIGATIONS OF CONTRACTOR

2.1 Contractor's response time on requests for service originating within the designated Exclusive Operating Area(s) shall meet the ALS standards for the County as set forth in Schedule E and as specified in Schedule A. As necessary for public safety, health, and welfare, Contractor acknowledges that County reserves the right to modify its ALS standards and response times subject to prior written notice to Contractor of any such proposed change. County will review response time standards and requirements on an annual basis. Contractor shall be entitled to a rate increase or other modification in the Agreement sufficient to compensate Contractor for demonstrated additional costs, if any, of any shortened response time requirements. County shall also consider in good faith any proposed lengthening of response time requirements proposed by Contractor in connection with any proposed subcontract between Contractor and a fire agency for ALS first responder services. Any such subcontract for ALS first responder services shall contain requirements for the subcontractor to submit monthly response time performance reports to the EMS Agency. Subcontractor performance reports shall

conform to the Contractor response time clock definitions, formatting and submission deadlines as described within this agreement. County shall not unreasonably withhold approval of any such proposed response time requirements and proposed subcontract.

2.2 Contractor agrees that the performance of services under this Agreement shall conform to high professional standards and shall comply with all applicable provisions of the County's EMS Policy and Procedures, and will meet the standards set forth in Schedule E, Advanced Life Support Standards for Riverside County, unless exempted in accordance with Schedule E.

2.3 Contractor shall at all times during the term of this Agreement maintain in force those insurance policies designated in section 4.4, and will comply with all requirements thereof, except such requirements as may be waived by County in writing. Such policies may include such exclusions, exception and limitation as are customary. Failure by County to object to any policies by contractor within sixty (60) days of submission shall be deemed approval by County of such policies.

2.4 The Contractor agrees that no assignment of their rights or obligations under this Agreement shall be assigned or otherwise granted to any third party without County's prior written consent which shall not be unreasonably withheld; nor shall any party hereto assign any monies (if any) paid by County under this Agreement to any third party without County's prior written consent.

2.5 Contractor agrees that any change in its ownership will be subject to review by the EMS Agency. The Contractor's owner, in conjunction with the purchaser, shall provide an indemnification in satisfactory form to the County assuring that the new owner of Contractor will continue to meet Contractor's obligations under this Agreement.

2.6 Contractor shall provide continuous, 24 hour a day prehospital ALS emergency

transportation services for the areas designated in Schedule A.

2.7 Contractor shall provide a minimum of one (1) fully staffed and response ready ALS transport unit, 24 hours a day, to service the Mountain Plateau area as defined in Schedule A. The location of the station of said ALS transport unit shall be approved by the EMS Agency. County shall not unreasonably withhold approval of any such proposed station location. The EMS Agency may require additional Contractor ALS ambulance coverage for the Mountain Plateau in order to meet response time criteria as described within this agreement.

2.8 Contractor shall provide continuous, 24 hour a day dispatch services for all areas as specified in Schedule A. This shall include a back-up generator with the ability to function a minimum of 72 hours. Contractor's dispatch services shall be provided by a Communications Center maintained by the Contractor and located within the County of Riverside. This Communication Center shall utilize a program adhering to Emergency Medical Dispatch (EMD) standards. This EMD program is subjected to EMS Agency approval.

2.9 Contractor shall pay County \$125,000 each year of the Agreement for County's cost for assisting the Contractor Communications Center with the dispatch of ambulances. Such payments shall be made semi-annually by the first day in October and March. Annual adjustments to this amount shall be made based upon the requirements for additional infrastructure and services provided by the County to support the efficient dispatch and control of Contractor's ambulances.

2.10 Contractor shall provide ambulance transportation for persons on a hold pursuant to Sections 5150-5157 of the Welfare and Institutions Code pursuant to the standards and procedures set forth in Schedule H.

2.11 Contractor shall adhere to the County's EMS policies regarding continuous quality improvement (CQI) and participate in the creation and operation of these programs for

the County's EMS system. Within 90 days of execution of this Agreement, the Contractor shall submit a written CQI plan, including a Disaster Management Operational Plan, for its operations under this Agreement to the EMS Agency Medical Director for approval. The CQI plan shall identify the appropriate personnel using this plan for the purposes of carrying out the Contractor's Medical CQI Program as required in Schedule E of this agreement

2.12 Contractor shall participate in a program of mutual aid with other authorized ALS emergency ambulance providers as established or otherwise approved by the EMS Agency.

2.12.1 Contractor shall in good faith develop and/or maintain mutual aid agreements.

2.12.2 The number of backup requests by Contractor shall not exceed three (3) percent of any zone's total response volume for any consecutive 30-day period.

2.13 Contractor's ambulances shall meet the standards, subject to EMS Agency's authority to alter, as specified in Riverside County Ambulance Ordinance No. 756 as may be amended from time to time or other enacted County ordinance or resolution governing the provision of ambulance equipment. All vehicle lettering, markings, and colors on ambulances and supervisor vehicles must be approved by EMS Agency.

2.14 Contractor shall comply with the following record-keeping and reporting requirements:

2.14.1 File with the County performance reports within fifteen (15) working days after the end of each month in a format approved by the EMS Agency

2.14.2 Document and report to the EMS Agency each emergency call dispatched which did not meet response time requirements and each failure to properly report on-scene time. Contractor shall identify in said report the causes of these performance failures and shall document its efforts to prevent further recurrence.

2.14.3 Utilize a County approved “Patient Care Report Form” (or approved electronic version) for every patient contact, whether or not patient was transported, which shall be distributed in accordance with the local EMS Agency’s policy.

2.14.4 Provide the EMS Agency direct remote access to the Contractors Computer Aided Dispatch (CAD) System and associated data as requested.

2.15 Contractor accepts the EMS Agency’s authority to investigate all aspects of Contractor’s operation relevant to the assurance that patient care services under Contractor’s operation are performed in a safe and reliable manner. Accordingly, Contractor shall provide, in a timely and regular manner, all records, information, and reports requested by the Medical Director, or designee, to evaluate the emergency medical services provided by the Contractor under this Agreement and execute attachments 2 and 3 to this agreement as requested by County.

2.16 Contractor shall adhere to all federal, state and County regulations, policies, and protocols concerning the confidentiality of patient/medical records.

2.16.1 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

ACT (HIPAA) – The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

2.17 Contractor shall maintain an administrative office located in the County and shall

designate an on-duty employee or officer available on a 24 hour basis and authorized to act on behalf of Contractor concerning its operational activities.

2.18 Contractor shall provide employee turnover reports upon request and in the format required by the EMS Agency. Said reports shall describe the status and changes in Contractor's (certified and licensed) personnel.

2.19 Contractor shall ensure that all appropriate employees and agents hold necessary certification, license, or accreditation and shall maintain the records of such. Appropriate employees and agents shall comply with all training requirements as required by applicable state and local regulation, policy, and protocol.

2.20 Contractor shall not discourage or prevent its employees or agents from sharing information with the local EMS Agency concerning the County's EMS system, including issues with the Contractor's operations, with appropriate County personnel or officers.

2.21 Contractor shall notify County of any threatened labor action or strike that would adversely affect its performance under this Agreement. At the time of said notice, Contractor shall provide County and other affected public entities with a written plan of proposed action in the event of any threatened work force action/strike.

2.22 Contractor shall, to the best of its ability, assist in other EMS service areas both within and outside of Riverside County as directed by the EMS Agency because of medical disaster, mass casualty, or other reason necessitated for the safety, health and welfare of the public in the County or other public jurisdiction.

2.22.1 During response to mass casualty incidents or disasters within or effecting the County, Contractor operations shall fall under command and control of the EMS Agency as a function of the Medical/Health Branch in support of the County Emergency Operations Plan (EOP).

2.22.2 Requests for the Contractor's resources for mutual aid outside the County shall be consistent with the California Disaster Medical Operations Manual (CDMOM) as authorized by the Medical Health Operational Area Coordinator (MHOAC). Such authorization shall not be unreasonably withheld after an assessment of the situation by the MHOAC and a determination has been made that adequate resources will remain available to meet the emergency medical and health needs of the County.

2.22.3 Contractor shall at all times have one (1) type II immediate need Ambulance Strike Team (AST) and one (1) type II planned need AST available for deployment upon authorization from the EMS Agency.

2.22.4 Contractor shall maintain and operate the County acquired Disaster Medical Support Unit (DMSU). Contractor shall maintain the DMSU in response ready condition per the specifications delineated in the memorandum of understanding (MOU) between the County and the State of California dated September 7, 2007.

2.22.5 Contractor shall participate in disaster drills and training programs as requested by the EMS Agency.

2.22.6 At the conclusion of any declared disaster as determined by the EMS Agency, Contractor shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to the EMS Agency for review and possible reimbursement should federal or state monies become available. Contractor shall allow, but not require, its employees to render aid under such disaster conditions voluntarily and without compensation. Contractor shall not include in its cost statement any charges for services rendered

by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual direct marginal costs incurred by Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by Contractor to meet normal service requirements if the disaster had not occurred.

2.23 Contractor agrees to participate and assist in the development of system changes subject to Contractor's right to a rate increase sufficient to reimburse Contractor for any increased cost arising from such change.

2.24 Contractor shall comply with the fee schedules and rates as shown in Schedule H.

2.25 Contractor agrees to act in good faith in collaborating and subcontracting with local agencies (e.g., cities and Fire Departments) for the development and implementation of enhanced services such as first responder paramedics. All such arrangements shall be approved by the EMS Agency. Contractor may request from time to time, an adjustment in ambulance rates to enhance EMS systems, subject to County approval. Contractor shall also be entitled to rate adjustments as specified in Schedule H.

2.26 Contractor shall implement and maintain an ambulance back up program as specified in Schedule L.

2.27 Contractor shall comply with all pertinent federal, state, and County laws, regulations and rules in the performance of this Agreement.

2.28 Contractor shall not discriminate in the provision of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply

with all requirements of the law regarding non-discrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

2.28.1 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but not limited to, the following:

2.28.1.1 Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

2.28.1.2 Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service, except when medically necessary.

2.28.1.3 Restricting the ineligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

2.28.1.4 Treating an ineligible person differently from others in determining whether he/she satisfies an eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

2.28.1.5 The assignment of times or places for provisions of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

2.29 Contractor shall comply with all financial reporting and audit requirements as

specified in Schedule K.

3. MUTUAL OBLIGATIONS

3.1 The Parties agree nothing in this Agreement shall prohibit fire service agencies from providing non-transport paramedic level first response personnel and non-transport vehicles as approved by the local EMS Agency.

3.2 The Parties agree that as to any material and/or supplies issued to the other, said material and/or equipment shall be returned in good working order, normal wear and tear accepted, or purchased at an agreed upon negotiated cost, except as otherwise provided herein. On the termination of the Agreement, any material or equipment exchanged by the parties under the Agreement shall be identified and recorded by each party.

3.3 The Parties agree that if Contractor becomes unable to perform services under this Agreement, either through its breach of contract or through act of God, provided County is not in breach of contract, County shall be entitled, at the option of the County and as otherwise allowed by applicable law, to possess and use Contractor's ambulances and all of the equipment contained therein for a period not to exceed the duration of the Contractor's inability to perform. County shall then return the ambulances and equipment to Contractor in as good a condition as when received, reasonable wear and tear accepted. County shall pay to the Contractor a monthly rental, set forth in Schedule I, per equipped ambulance so used. County shall assume all liability as to any claim or potential claim against Contractor arising out of its use and possession of Contractor's ambulances under this section.

4. CONTRACT PROVISIONS

4.1 Definitions - For the purposes of this Agreement the words and phrases shall have the meanings ascribed to them as set forth in Schedule J.

4.2 Term - This agreement extends and continues Contractor ALS Ambulance

services as described herein on behalf of the County. The term of this Agreement begins July 1, 2009 and shall continue until June 30, 2012, subject to one (1) optional renewal of three (3) years upon mutual consent of the parties. Each party's intent not to renew shall be given by written notice at least 12 months (365 days) prior to contract expiration.

4.3 Indemnification – Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; Contractor shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein.

Contractor's obligation hereunder shall be satisfied when Contractor has provided to

County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

4.4 Insurance - Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

4.4.1 Workers' Compensation:

The Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4.4.2. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, employment practices liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's

limit of liability shall not be less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

4.4.3. Vehicle Liability:

Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$5,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

4.4.4. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under sub-sections 4.4.4.1, 4.4.4. 2 or 4.4.4.3 will continue for a period of five (5) years beyond the termination of this Agreement.

4.4.5. General Insurance Provisions - All lines:

4.4.5.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that

specific insurer and only for one policy term.

4.4.5.2 The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

4.4.5.3 Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the EMS Agency, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required

herein is in full force and effect. Contractor shall furnish County with original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within sixty (60) days after signing of Agreement. An individual authorized by the insurance carrier to provide on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4.4.5.4 It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

4.4.5.5 The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

4.4.5.6 Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

4.4.5.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

4.5 Termination - Either party may terminate this Agreement at any time upon one year (365 days) notice to the other party. The Parties agree, apart from the provisions of this section, may otherwise agree in writing to terminate this Agreement in a mutually satisfactory manner.

4.6 Material Breach - County may terminate the Agreement or pursue other

appropriate legal remedy, at its option, if Contractor materially breaches the Agreement. The Contractor shall have 30 days from the receipt of written notice to correct the material breach; provided, however, the Contractor shall have additional time to cure in the event the nature of the breach is such that it cannot be cured, with the exercise of reasonable diligence within such 30-day period. In the event Contractor fails to cure the material breach within the 30-day period (or, with respect to any breach which cannot reasonably be cured within such period, such additional time as is reasonably required to cure such breach with the exercise of reasonable diligence), this Agreement may be terminated.

4.6.1 The Parties agree that the circumstances constituting material breach by Contractor include, but are not limited to, the following:

4.6.1.1 Failure of Contractor to operate its service in compliance with applicable federal, state and County laws, regulations and policies.

4.6.1.2 Willful falsification of data supplied to County during the course of operations under this Agreement.

4.6.1.3 Repeated failure to meet response-time requirements after receiving notice of non-compliance from the EMS Agency. Repeated failure shall mean Contractor's failure to meet response time requirements for three (3) or more consecutive months, or five (5) or more months in any consecutive twelve (12) month period.

4.6.1.4 Failure to maintain the required insurance coverage.

4.7 Attorney Fees, Governing Forum and Law - In any claim, suit, or proceeding brought or instituted by the parties to enforce any of the provisions of the Agreement or to seek damages, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and necessary disbursements. Such actions shall be brought in the courts or other forum in or as

appropriate for, the County. The laws of the State of California shall govern.

4.8 Notices - All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: American Medical Response - Riverside
879 Marlborough Ave.
Riverside, CA 92507-2133
Attn: General Manager

WITH A COPY TO: American Medical Response - Southwest & Hawaii Division
1200 S. Martin Luther King Blvd
Las Vegas, NV 89102
Attn: Division Chief Operating Officer

COUNTY: Riverside County Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
Attn: EMS Agency

4.9 Entirety of Agreement - This Agreement (with attachments and schedules) constitutes the entire agreement between the parties as to the matters and obligations set forth herein, and there are no other agreements, understandings, warranties, or representations.

4.10 Binding Effect - This Agreement will inure to the benefit of and bind the respective parties, their successors, personal representative, and permitted assigns.

4.11 Headings - The headings in this Agreement are inserted for convenience of reference only and are not to be used in construing or interpreting any provisions of this Agreement.

4.12 Counterparts - This Agreement may be executed in any number of counterparts, any of which shall constitute the Agreement between the parties.

4.13 Invalidity - If any part of this Agreement should be determined by a court of competent jurisdiction, or any state or federal agency, to be invalid or unlawful, the invalid or

unlawful provision shall be deemed stricken and the remainder of the Agreement shall not be invalidated thereby. The laws of the State of California shall apply to the enforcement of this Agreement.

4.14 Omnibus Provision - Until the expiration of four (4) years after the furnishing of any services under this Agreement, Contractor shall make available, upon written request, to the Secretary of the United States Department of Health and Human Services, the United States Comptroller General, the State of California, the County of Riverside, or any of their fully authorized representative, this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the reasonable cost of those services.

4.15 Delay in Commencement - If the commencement date of this Agreement is delayed by events outside the direct and immediate control of the parties, no party shall be liable to any other for any loss caused by such delay.

4.16 Waiver - The failure of either party to insist upon strict enforcement of any part of this Agreement, in one or more instances, shall not be construed as a future waiver of that part or of any other part of the Agreement.

4.17 Third Party Beneficiary - This Agreement shall not be deemed to have been made for the express or implied benefit of any person or entity not a party hereto.

4.18 Modification - From time to time, amendments or modifications to the provisions of this Agreement may be initiated by either party hereto and may be incorporated into the Agreement by mutual consent of the parties.

4.19 Identification of Minority, Women, Disabled Veteran Business Enterprises - In compliance with federal and state requirements and County policy to promote the active participation of Minority, Women and Disabled Veteran Business Enterprises (M/W/DVBE's) in the County's contracting activities, the County of Riverside Board of Supervisors has

implemented a data collection mandate. Contractor is respectfully requested to complete the form attached hereto that is identified as Attachment 1.

4.20 Independent Contractor - This Agreement is an agreement by and between independent contractors and is not intended, and shall not be construed, to create any relationship of agency, servant, employee, partnership, joint venture or association.

4.21 Government Claims Act – Prior to any legal action or to the Arbitration of any dispute with County, Contractor must first comply with the provisions of the Government Claims Act, Government Code Section 900, et.seq.

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Schedule A

Schedule A.1

<u>Zones</u>	<u>Sub-zones</u>
<u>Northwest Zone</u>	Riverside <u>Corona and unincorporated areas South of the 91 freeway</u> <u>Norco and unincorporated areas North of the 91 freeway</u>
Central Zone	Moreno Valley Perris and unincorporated areas
San Jacinto Zone	Hemet San Jacinto and unincorporated areas
Southwest Zone	Temecula and Murrieta Lake Elsinore, <u>Meniffee, Wildomar</u> , Canyon Lake and unincorporated areas
Pass Zone	No subzones
Desert Zone	Palm Springs and Desert Hot Springs La Quinta, Coachella and unincorporated areas
Mountain Plateau Zone	No subzones

Schedule B

MISP REIMBURSEMENT SCHEDULE

Provider	Yearly	Quarterly
American Medical Response	\$91,000	\$22,750

Note: Contractor will not bill MISP patients for services rendered under this Agreement.

Schedule C

INDIGENT SERVICES REIMBURSEMENT SCHEDULE

Provider	Yearly	Quarterly
American Medical Response	\$441,000	\$110,250

Schedule D

MENTAL HEALTH REIMBURSEMENT SCHEDULE

Provider	Yearly	Quarterly
American Medical Response	\$90,000	\$22,500

Schedule E

RIVERSIDE COUNTY ALS PROVIDER STANDARDS

I. EMS ADMINISTRATIVE GROUP

The EMS Agency will designate a group of individuals to form an EMS Administrative Group for each exclusive operating area. This group will oversee the performance of the Contractor in their area and make recommendations to the EMS Agency for improvements to the system. Each city will designate one representative and an alternate to serve on this group. Recommendations by the EMS Administrative group shall be included in the EMS Agency annual Board of Supervisors report. Each city will also sign a Memorandum of Understanding (MOU) with the County regarding this EMS Administrative Group. Nothing in such MOU shall delegate any right(s) of County under the Agreement.

II. AMBULANCE RESPONSE TIME PERFORMANCE STANDARDS AND PENALTIES

A. Calculation of Response Times

Response times shall be calculated from the time of the 9-1-1 call notification by City, County or other approved dispatch center to the ambulance or ambulance provider (clock will not begin until the ambulance or ambulance provider has received a verifiable address, nature of call and 15 seconds dispatch processing time) until the time that an ambulance notifies the City or County or other approved dispatch center of its arrival at the scene of the emergency medical service call or staging area or until the ambulance is canceled by the dispatch center. If an ambulance response is downgraded by the dispatcher, the response time will include the time from its initial dispatch until the time it is downgraded.

B. Response Time Standards

1. Zone standards

The following is the response time standard for Code 3 requests for emergency ambulance service originating from within the Area as defined in Schedule A. Contractor must meet all response time criteria 90% of the time in each zone and overall for all zones.

Notwithstanding the foregoing, County shall consider in good faith any proposed lengthening of response time requirements proposed by Contractor in connection with any proposed subcontract between Contractor and a fire agency for ALS First Responder Services. County shall not unreasonably withhold approval of any such proposed response time requirements and proposed subcontract.

Schedule E

1.1 Ten (10) Minute Response Zone

Contractor shall place an ambulance at the scene in less than ten (10) minutes, as measured by Computer Aided Dispatch (CAD) digital clock, from the time that the ambulance is dispatched in areas defined in Schedule A.

1.2 Fourteen (14) Minute Response Zone

Contractor shall place an ambulance at the scene in less than fourteen (14) minutes, as measured by CAD digital clock, from the time that the ambulance is dispatched in areas defined in Schedule A.

1.3 Twenty (20) Minute Response Zone

Contractor shall place an ambulance at the scene in less than twenty (20) minutes, as measured by CAD digital clock from the time that the ambulance is dispatched in areas defined in Schedule A.

1.4 Thirty (30) Minute Response Zone

Contractor shall place an ambulance at the scene in less than thirty (30) minutes, as measured by CAD digital clock, from the time that the ambulance is dispatched in areas defined in Schedule A.

1.5 Best Effort Response Zone

Contract shall place an ambulance at the scene in the most expedient manner and direct route in areas defined in Schedule A.

2. Sub zone standards

The following is the response time standard for Code 3 requests for emergency ambulance service originating from within the Area as defined in Schedule A.1. Contractor must meet all response time criteria 90% of the time in each subzone

Schedule E

C. Response Time Exemptions

In the monthly calculation of the Provider's response time performance, every emergency medical service call originating from within the emergency ambulance provider exclusive operating area shall be included except as follows:

1. In case of a period of unusual system overload, e.g., multiple incidents with multiple victims or a large number of victims from a single incident (e.g., bus crash, plane crash, etc.). For purposes of calculations, unusual system overload will not exceed 1% of provider's monthly call volume per zone.

2. Good cause for an exemption shall be in accordance with the EMS Agency approved exemption matrix . The burden of proof that there is good cause for the exemption shall rest with the Contractor and Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing the excessive response time. Good cause for an exemption may include, but is not limited to, the following scenarios:

- a. Incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point or from a public safety agency. The response time calculation shall restart when the ambulance or ambulance dispatch center receives the correct information.
- b. When, for reasons of safety, the contractor's ambulance is directed by local public safety official(s) to follow other emergency responders to the scene of the response.
- c. Inability to locate address due to inaccurate or non-existent address as confirmed by other responding agencies
- d. Unavoidable delays caused by trains in the City of Riverside ONLY.
- e. Unavoidable delays at receiving hospitals, such as lack of available beds for patient transfer.

Schedule E

D. Response Time Penalties and Performance Enhancement Measures

1. Penalties

If Contractor fails to meet the response time standards or performance standards in the delivery of service, except as otherwise exempted, Contractor shall be assessed

penalties in the following amounts:

- a. For each response Contractor exceeds the response time standard, the following

amounts shall be assessed:

0.01 - 1 minute = \$ 5.00

1.01 - 2 minutes = \$ 10.00

2.01 - 3 minutes = \$ 20.00

3.01 - 4 minutes = \$ 50.00

4.01 - 5 minutes = \$ 70.00

5.01 - 6 minutes = \$180.00

6.01 - 7 minutes = \$220.00

7.01 - 8 minutes = \$280.00

8.01 - 9 minutes = \$320.00

9.01 - 10 minutes = \$360.00

10.01- 15 minutes = \$400.00

15.01 - 20 minutes = \$500.00

20.01 - 30 minutes = \$600.00

30.01 - 60 minutes = \$1,200.00

> 60 minutes = \$2,000.00

- b. \$500.00 for any incident when Contractor refers a call to a BLS unit, except as expressly permitted by County pursuant to ambulance ordinance 756.

- c. \$360.00 for failure of the ambulance crew to report their arrival at-scene and the at-scene time is not verifiable by other reliable means.

- d. \$500.00 for any preventable mechanical failure as determined by the EMS Agency, during patient transport.

- e. For each calendar month in which Contractor has met less than 90 percent of the response time standards in any zone, Contractor shall be assessed an additional lump sum. These shall be:

(1) 88 - 89.99% = Fine total for that zone doubles.

(2) 86 - 87.99% = Fine Total for that zone triples.

(3) <86% = Fine total for that zone quadruples.

Schedule E

2. Performance Enhancements/Credits

- a. If Contractor meets the response time standards or performance standards in the delivery of service in any one given zone, as well as in the subzone(s) located within that zone, as defined in II.B.2, Contractor will be awarded the following performance credits to off-set penalties assessed for that zone in Schedule E, D.1.A:

% Compliance	Credit/zone
<u>91 – 92%</u>	<u>15%</u>
<u>92.01 – 93%</u>	<u>35%</u>
<u>93.01 – 94%</u>	<u>50%</u>
<u>94.01 – 95%</u>	<u>75</u>

The County will forgive fines for response time compliance over 95% in a single zone except those fines generated by responses greater than 10 minutes late

- b. In addition, if all zones and subzones as defined in Schedule A and A.1 exceed compliance, the following additional credits will apply to the resultant total fines:

% Compliance	Credit/zone
<u>91-92%</u>	<u>15%</u>
<u>92.01 – 93%</u>	<u>35%</u>
<u>93.01 – 94%</u>	<u>50%</u>
<u>94.01 – 95%</u>	<u>75%</u>

The County will forgive fines for response time compliance over 95% in all zones except those fines generated by responses greater than 10 minutes late

Credits will be applied to off-set penalties assessed in Schedule E, D.1.A, during the same compliance period. No monies will be paid/refunded to the Contractor due to credits.

- c. The EMS Agency will inform the Contractor of the incidents, fines and credits incurred on a monthly basis. Contractor shall be entitled to appeal any incidents and fines to the EMS Agency within ten (10) days of receipt. Unless the EMS Agency reverses the fines, Contractor shall pay all fines within 45 days of receipt of the notification. A late payment charge of five (5) percent will be assessed monthly if no payment is received after the 45 day of receipt of the notification. Fines shall be paid to the County of Riverside with payments directed to the EMS Agency. Collected fines will be used for purposes to supplement EMS system costs such as first responder equipment and training enhancements.

Schedule E

E. Phase-In Schedule

The phase-in period listed below will allow Contractor the necessary time to acquire new equipment, ambulances and personnel, as well as secure housing arrangements for additional ambulances being added to the system during this Agreement.

New response time requirements for zones and sub-zones affected by the addition of resources will begin on the first day of the month after Contractor provides official notification to EMS Agency that the unit is in place and operational, or at the expiration of the phase-in period, whichever comes first.

1. Within three (3) months after the agreement is signed, Contractor will make the necessary adjustments to the system status plan to incorporate the new subzone configuration and criteria for the Northwest Zone as described in Schedule A.1
2. Within six (6) months after the agreement is signed contractor shall have AVL/GPS with CAD interface operating at 95% effectiveness.
3. Contractor shall also maintain the following additions required under the 2004 contract:
 - a. The 24 unit hours/day added in Moreno Valley, located within the Central zone
 - b. The two (2) ambulances in the Northwest zone, one located in the Horsethief Canyon area and one in the Eastvale area.
 - c. An ambulance in the Thermal area, located within the Desert zone.
 - d. An ambulance in the Wildomar area, location within the Southwest zone.
 - e. The ambulance located in the Anza area, located within the Mountain Plateau.
 - f. Appropriate, as determined by the EMS Agency, clinical oversight, education and equipment to continuously improve the 12-Lead cardiac monitoring program.

Any requests for changes to the phase-in schedule shall be submitted in writing to the EMS Agency for approval.

Schedule E

F. Deployment of Ambulances

The Contractor will be responsible for planning the dispatch of ambulances through the provision of a system status plan. Contractor will be responsible for providing a written system status plan for the number of ambulances, their assigned locations, and deployment strategies. This plan shall be submitted within ninety (90) days of the signing of this agreement.

Any changes to the plan must be provided to the EMS Agency at least thirty (30) days before the implementation date of the proposed change. Such approval shall not be unreasonably withheld.

III. LEVEL OF CLINICAL SOPHISTICATION

A. Medical Control

Prospective medical control of EMT-P personnel shall be according to the policies and procedures of the EMS Medical Director. Immediate medical control shall be provided to EMT-P personnel by Base Hospital physicians or mobile intensive care nurses according to the policies and procedures of the EMS Medical Director. Retrospective medical control shall be provided according to the standards set for by the EMS Medical Director through continuous quality improvement (CQI) programs, including continuing education programs, conducted cooperatively by the Contractor, the EMS Agency, and the Base Hospitals.

B. Training/Education/Certification/Accreditation

1. Field Training Officers

Contractor shall designate a sufficient number of field training officers who shall function as trainers and perform other duties on behalf of Contractor.

2. Continuing Education Records

The Contractor shall maintain records of continuing education for its EMT-P employees for a minimum of four (4) years.

3. Field Care Audits

The Contractor shall work cooperatively with the Hospitals and the EMS Agency in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.

4. Mandatory Education for Local EMT-P Accreditation and EMT Certification

The Contractor shall cooperate fully with the EMS Agency to notify and

ensure completion by EMT-Ps and EMTs of mandatory education programs.

5. Specialty Education Programs

Contractor shall ensure that all paramedic personnel in their employ receive and continuously maintain Advanced Cardiac Life Support (ACLS) certification, Prehospital Trauma Life Support (PHTLS) , Pediatric Advanced Life Support, or other EMS Agency approved paramedic emergency medical pediatric course. New hire employees shall complete all required training within six (6) months of their date of hire. Annual training shall be provided on specialty prehospital categories including, but not limited to, geriatric training.

6. EMT-P Interview by EMS Agency

Contractor will cooperate fully with County in the coordination of any interviews of an employee of Contractor by County.

7. Paramedic Preceptors

Contractor shall cooperate with EMS Agency approved paramedic training programs and the EMS Agency to develop a preceptor program. The preceptor program shall provide adequate, as determined by the EMS Agency, paramedic field internship positions in support of EMS Agency approved programs. Preferential placement for paramedic field internship shall be provided to EMS Agency approved Community College Programs.

C. Ambulance Staffing

1. Minimum staffing for all ALS emergency response ambulances being utilized under this agreement shall be at least one Riverside County accredited paramedic, who must have completed and been certified in all training listed in III.B.5. and one Riverside County certified EMT.

2. Subject to the approval of the EMS Agency this staffing may be modified in special circumstances.

IV. PERSONNEL AND WORKING CONDITIONS

A. Prehospital Personnel Wages and Benefits

It is the intent of the EMS Agency that the Contractor demonstrate a commitment to attract and maintain a stable prehospital personnel workforce.

B. Unit Hour Utilization

Units working more than 14-hour shifts should have a fixed station. Unit hour utilization for 24-hour units should be no more than 0.4 in any one month per

unit. If higher, the system status plan shall be revised.

C. Prehospital Personnel Uniform, Identification Badges and Code of Conduct

1. Uniform and Identification Badges

All ambulance crew members should, at all times while on duty, wear an official uniform and identification badges in accordance to the Contractor's policies which is subject to approval by the EMS Agency.

2. Code of Conduct

All ambulance crew members shall adhere to the Contractor's code of conduct polices which are subject to approval by the EMS Agency.

D. Special Programs for Personnel

1. Critical Incident Stress Debriefing and Ongoing Stress Reduction

The Contractor shall establish a critical incident stress debriefing and ongoing stress reduction programs that are documented, well publicized, and readily available to its personnel. An accurate description of this program shall be sent to the EMS Agency for review and approval.

2. Chemical Dependency

The Contractor shall have an organized and documented plan to assist its personnel with chemical dependency problems. An accurate description of this program shall be sent to the EMS Agency for review and approval.

3. Preventative Health Care

a. Immunizations

Contractor shall make available to prehospital personnel, at no cost to the employee the following immunizations and communicable disease testing:

- Tuberculosis PPD test semi-annually
- Hepatitis B Given in a three (3) dose series (dose #1 intial, #2 in 1 month, #3 approximately 5 months after #2).
- Influenza Give 1 dose of trivalent inactivated influenza vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
- MMR For healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination, give 2 doses of MMR, 4 weeks apart..

- Varicella (chickenpox) For HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart..
- Tetanus, diphtheria, pertussis Give all HCP a Td booster dose every 10 years, following the completion of the primary 3-dose series. Give a 1-time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP younger than age 65 years with direct patient contact.

b. Infection Control

Contractor shall have written infection control policies and procedures approved by the County Health Officer or his/her designee. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases. The Contractor shall report any known employee exposures to serious infectious diseases to the County Health Officer or his/her designee.

The Contractor is required to specify a Designated Officer who will be the point of contact for suspected exposures.

E. Key Personnel

Contractor shall have key personnel in the following functions. Personnel assigned these functions shall be submitted in writing to the EMS Agency within sixty (60) days of signing of Agreement. Key job functions shall be:

1. Operational - responsible for all divisional functions on a daily basis, including field operations, contract compliance, quality improvement, training and risk management. This individual will direct, coordinate and monitor overall system performance to ensure high standards of service, budget compliance and contractual compliance.

2. Field Supervision – responsible for direct supervision of field personnel. These individuals will ensure that high professional and patient care standards are maintained by all field personnel. These individuals will coordinate operational issues with local fire jurisdictions, Hospitals, law enforcement, the EMS Agency and other EMS system stakeholders to ensure optimal contractor field performance. There shall be a minimum of one (1) field supervisor on duty at all times for every fifteen (15) ambulances in service. Field Supervisor deployment shall be evenly dispersed across all zones. Field Supervisors shall have clearly defined roles and responsibilities and be provided initial and on-going training. Contractor shall have a written field supervisor program subject to approval by the EMS Agency.

2. Continuous Quality Improvement (CQI) and Clinical Management Department – responsible for ensuring high quality patient care through the application of the

Contractors' CQI plan as approved by the EMS Medical Director. The Contractor shall submit an organizational structure for CQI, education/training and clinical management to be approved by the EMS Agency. Said structure shall include an individual that has primary management responsibility, a board certified emergency physician or other qualified physician as approved by the EMS Medical Director and adequate staff to insure the optimal execution of the CQI plan.

3. Fleet Management – responsible for the maintenance of ambulances and support vehicles.

4. Systems Status / Deployment – responsible for the overall analysis and coordination of resource deployment; responsible for monitoring all system performance to ensure proper vehicle staffing and placement, response time compliance and system status planning.

F. Driver Training Program , Navigation and Area Familiarization

Contractor will conduct a driver training, navigation and area familiarization program which shall be subject to the approval of the EMS Agency on an annual basis. Contractor must provide, within ninety (90) days of contract signing, a copy of current ambulance driving policies.

Schedule E

V. VEHICLES AND EQUIPMENT

A. Ambulances

1. Ambulance Specifications

Ambulances utilized for 9-1-1 and emergency responses shall have no more than 275,000 miles. All ambulances being utilized for 9-1-1 and emergency responses shall continue to meet this standard for the term of this contract.

2. Vehicle Maintenance Program

Contractor will institute and maintain a preventative vehicle maintenance program that will require approval by the EMS Agency.

B. Medical Equipment/Supplies

1. Equipment/Supplies Inventory per Ambulance

Contractor will equip and supply ambulances according to the standards set forth by the EMS Agency. This inventory may be modified only with the approval of the EMS Agency.

2. Ambulance Equipment/Supplies Restock

Contractor will submit a written plan for approval by the EMS Agency detailing the plan to maintain adequate equipment and supplies on all ambulances.

A. County Approvals

County approvals required by Section V. shall not be unreasonably withheld.

VI. FIRST RESPONDER REQUIREMENTS

A. First Responder Equipment/Supplies

Contractor will develop mechanisms to restock disposable equipment and supplies other than narcotics used by first responders when treatment has been provided by first responder personnel and the patient is transported by the Contractor.

The first responders' supplies which will be restocked to the first responder agency by the Contractor will include all disposable supplies as they appear on the First Responder Apparatus Standard Drug and Equipment lists.

Contractor shall consult with first responder agencies and submit written plans for accomplishing first responder restock to the EMS Agency within 90 days of the signing of this agreement.

B. Return of Public Safety Personnel

Contractor agrees to return public service personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following transport of the patient. Alternative transportation, such as taxi or Supervisor, shall be provided when necessary. Contractor agrees to develop and implement a program which reimburses public safety agencies for use of personnel. This program shall be subject to verifiable direct marginal cost incurred by the first responder agencies. A written plan for the implementation of this program shall be submitted to the EMS Agency within 120 days of signing this agreement.

VII. MISCELLANEOUS REQUIREMENTS

A. Public Education Programs

Contractor will provide a public education program that contains a minimum of 40 hours per Zone per year. Contractor will prepare an annual Public Education Plan with specific goals and objectives to meet or exceed minimum acceptable levels set by the EMS Administrative Group that includes but not limited to appropriate use of the 9-1-1 system for medical requests, CPR and First Aid. This Plan will be submitted to the EMS Agency and EMS Administrative Group for review and approval prior to implementation.

B. Communications with the Electronic or Print Media and Public Information Programs

Contractor will notify the EMS Agency of communications with the media.

C. Communications Center

Contractor will provide communications with and between Public Safety Answering Points (PSAP) and ambulances. In the event of a power outage, Contractor will ensure their Communications Centers are able to function up to three (3) days with auxiliary power. Contractor agrees to function as the Operational Area Medical Dispatch Center (OAMDC) and assist the MHOAC with medical command and control as requested.

VIII. DATA COLLECTION AND RECORD KEEPING

A. EMS System and Patient Data

Contractor shall be responsible for the provision of detailed patient and EMS system data, both periodic written reports as well as computerized data, according to specifications set forth by the County and any future guidelines promulgated by the

EMS Agency. The data will be prepared in a format specified by the EMS Agency.

B. Patient Medical Records

The patient care record form shall be approved by the EMS Agency. This form shall be such that all routing documentation completed by the EMT-P for an emergency ambulance response (such as patient assessment, treatment, and billing information) can be completed on this form. The Contractor shall retain copies of all patient medical records as required by law. These records shall be stored in a manner conducive to easy retrieval. A copy of the patient record shall be supplied to the EMS Agency upon request.

C. Prehospital Personnel Records

The Contractor shall be responsible for maintaining records for prehospital personnel according to the specifications of the County including, but not limited to, certification/licensure/accreditation/employment status, continuing education records, and performance accordance to quality improvement standards. The Contractor will also maintain records for prehospital personnel employee turnover including, but not limited to, the reasons for turnover. These records will be available to the County upon request during regular business hours.

D. Field Personnel Incident and Personnel Review

The Contractor shall cooperate fully with the EMS Agency Medical Director or his or her designee in inquiries concerning field personnel conduct and behavior. The Riverside County EMS Agency shall be integrated into the Contractor's Continuous Quality Improvement Program and will be an active participant in situation and personnel review, remediation, and disciplinary proceedings that are initiated as a result of substandard patient care. Such cooperation shall include, but not be limited to, provision of relevant patient records, incident reports, participant interviews, incident critiques, and remediation plans.

E. Non-Medical Administrative Issues

Contractor shall cooperate fully with the EMS Agency regarding concerns about administrative issues, including Contractor policies, procedures, etc.

Schedule F

DATA BASE SYSTEM OVERSIGHT

Yearly	Semi-annually
<u>\$420,000</u>	<u>\$210,000</u>

PCR Data Base System

County shall operate and maintain a management information data base system (“Data Base System”) as specified in California Code of Regulations, Title 22, Division 9, Article 9, Section 100176, which shall be jointly utilized by Contractor, County and other EMS system users to capture, transmit and analyze patient care data, and to perform related functions.

The purpose of the Data Base System is to assist County and Contractor in the following:

- Modifying and enhancing the 9-1-1 system based on needs identified through data collection
- Identifying training needs for current and future prehospital treatments and procedures
- Communicating data to other health care providers in order to provide for continuity of patient care
- Performing outcomes measurement and quality assurance function
- Optimizing the quality and efficiency of clinical care and overall operations
- Identifying research opportunities for improved patient care procedures and treatment options

To support the Data Base System, County shall require Contractor to pay \$420,000 per year for costs that include annual data system vendor maintenance, annual hardware and software maintenance and upgrades, as well as annual CHA IT oversight. County has determined and warrants that such amount constitutes a reasonable allocable share of the current cost of programming, maintaining and operating the Data Base System which should be payable by Contractor, based on the benefit to Contractor. These payments may include hardware, software, or other technological expenditures by either party upon approval by EMS Agency. County shall annually review and calculate Contractor’s anticipated allocable share of the costs of the Data Base System and County shall adjust Contractor’s annual fee accordingly. County shall provide written notice to Contractor of the adjusted amount along with the data and methodology upon which the annual calculation is based.

Payments shall be increased or decreased annually commensurate with the change in the

CPI for all urban consumers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year.

Such payments shall be made semi-annually by the first day in October and March.

Schedule G

SERVICE FOR MENTAL HEALTH

1. CONTRACTOR shall provide ambulance transportation for persons in apparent need of mental health treatment and are under a hold pursuant to sections 5150-5157 of the Welfare and Institution Code, from their location within the County of Riverside to an appropriate evaluation health care facility within their primary response areas. Response times for the ambulance for transportation from the field will be thirty (30) minutes. Transportation for these persons may be by BLS unit or subcontracted out to BLS providers.
2. Provide transportation for persons in need of mental health service from any facility within Riverside County providing healthcare to a facility within Riverside County or San Bernardino County authorized to provide intensive mental health treatment. Transportation for these persons may be by BLS units or other appropriate means, as approved by EMS Agency, or subcontracted out to BLS providers. The evaluating health care facility shall first receive authorization for such transport from a Riverside County Department of Mental Health staff member who shall notify Contractor of same and provide proof of such authorization to Contractor.

The authorization shall be in writing if the Department of Mental Health staff member completes a face-to-face contact between the staff member and the patient. The authorization may be provided by a Mental Health staff member at Riverside County Regional Medical Center by telephone if Mental Health staff is unavailable for a face-to-face contact. The health care facility shall document the name of the Mental Health staff member providing authorization to transport by telephone and shall provide Contractor with the name of the authorization to transport by telephone and shall provide Contractor with the name of the authorizing person and log number. Contractor shall be responsible for obtaining the above information from the healthcare facility requesting the patient transport.

3. Make a written record to include the name and address of the patient, the point of pick-up and delivery of the patient, the date and time of origin of the call, the dispatching agency and the apparent nature of the illness or cause of injury.
4. Maintain a log of all patients transported under this provision, including the following information:
 - 4.1 Patient name and date of birth
 - 4.2 Date and time of transport
 - 4.3 Type of legal hold and by whom initiated
 - 4.4 Person ordering the transport
 - 4.5 Origination and destination of transport
 - 4.6 Patient insurance or other financial responsibility and amount collected by AMR

5. Mental Health shall reimburse Contractor in accordance with Schedule C paid quarterly. This amount may be adjusted annually based on call volume and payor reimbursement rates.

Schedule H

RATE SCHEDULE

RATE SCHEDULE	
1. ALS Rate	<u>1,118.00</u>
2. BLS Rate	<u>533.00</u>
3. Mileage (loaded)	<u>31.00</u>
4. Oxygen	<u>132.00</u>
5. Night Charge	<u>144.00</u>

**Annual Adjustments
(to Schedule H)**

The rates set out above may be adjusted in an amount necessary to compensate Contractor for increases in Contractor's direct and indirect costs as measured by the consumer price index. The CPI adjustment may be made annually and such adjustment shall be effective as of the first day of July of each year. The comparison shall be made for each January 1. The first CPI adjustment may occur as of July 1, 2010, based on the change in the CPI from January 1, 2009 through December, 31 2009. The CPI adjustment shall be determined by taking into account the percentage increase or decrease in the CPI for all urban consumers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year, including the housing component. The EMS Agency, in consultation with the Executive Office, shall be responsible for reviewing rate increases up to and including 5.0%, and shall approve any such increase supported by adequate documentation by Contractor regarding its calculation. Board of Supervisors approval shall be required for rate increases over 5.0%.

Any CPI rate increase shall be confirmed, reviewed and approved in advance by the EMS Agency by April 15 of each year. The Contractor shall submit an application containing all information necessary to document the increase, including but not limited to present rates, broken down into components, the applicable CPI increases and the need for any increase.

In addition to, and not in lieu of, the annual CPI increase or decrease described above, the Contractor may also be granted rate increases or decreases in an amount equal to Contractor's extraordinary increases or decreases in its cost of operations. The EMS Agency shall determine the application process for such extraordinary cost increases or decreases. Such extraordinary cost increases or decreases shall be subject to Board of Supervisors approval.

Level of Service: This Agreement requires Contractor to provide an ALS level response to all EMS incidents, except in cases involving patients subject to a hold under Welfare and Institutions Code Section 5150, and contemplates that Contractor shall bill patients

and their third party payors (including Medicare) for such level of response. County acknowledges that in the event of a change in applicable laws such that Contractor may only bill Medicare (collectively, “reimbursement Charge”), the loss of revenue to Contractor may make it financially infeasible for Contractor to respond with an ALS vehicle in all cases or to otherwise comply with the standards set forth herein. In the event of such actual or anticipated changes, Contractor may issue a written request for renegotiation seeking a change in its rates, a change in the response requirements such that Contractor may respond with a BLS ambulance in appropriate cases, or such other change as may be necessary to compensate Contractor the actual or potential loss of revenue. In the event the parties are unable to agree upon any such amendment within sixty (60) days of Contractor’s written request for renegotiation, Contractor may terminate this Agreement upon three hundred and sixty five (365) days written notice.

Schedule I

RENTAL RATES FOR AMBULANCE EQUIPMENT

VEHICLE AND BASIC AND ADVANCED LIFE SUPPORT EQUIPMENT

\$750.00 per month per unit

\$25.00 per day per unit

The above rates include mileage, normal wear and tear.

Schedule J

DEFINITIONS

For the purposes of this Agreement, the following words and phrases have the meanings respectively ascribed to them by this section:

1. Advanced Life Support (ALS) - Shall mean special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital or utilizing approved prehospital treatment protocols or standing orders as part of the local EMS system at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital (Health & Safety Code Section 1797.52).
2. Advanced Life Support Ambulance (ALS Ambulance) - Shall mean an ambulance equipped, or arranged and staffed for the purpose of providing ALS care. The meaning includes, but is not limited to, privately and publicly owned ambulances operating within exclusive operating areas while under contract with the County of Riverside.
3. Ambulance - Shall mean any motor vehicle which meets the standards of Title 13 of the California Code of Regulations and is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated person(s) in need of medical care.
4. Arrival at scene – Units are considered to be on scene when they arrive at the location to which they are dispatched. Units responding to large complexes such as multi-level apartments, malls, etc. will be placed on scene when they arrive at the side of the building to be entered or where directed by a reporting party, fire, or law enforcement if already on scene. Units responding to areas such as mobile home parks or gated communities will be placed on scene at the home or dispatched address (not at the entrance to the complex). Any delays reaching the location such as locked gates or speed bumps can be reasons for an exemption submission.
5. Basic Life Support (BLS) - Shall mean emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is

available.

6. Basic Life Support Unit (BLS Unit) - Shall mean an ambulance equipped, or arranged, and staffed for the purpose of providing BLS care. The meaning includes, but is not limited to, privately and publicly owned ambulances operating within the County of Riverside.
7. Contract Administrator - Shall be the Director of Emergency Medical Services who is authorized to administer this Agreement on the County's behalf.
8. County - Shall mean Riverside County.
9. County EMS Agency - Shall be the County agency having primary responsibility for the administration of emergency medical services within the county.
10. County EMS System - Shall mean the specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within the county.
11. Emergency Medical Service Call - Shall mean any sudden or serious illness or injury requiring immediate medical attention, where delay in providing such services may aggravate the medical condition or cause the loss of life.
12. EMS Policy and Procedure Manual - The collection of policies and procedures approved by the Riverside County EMS Agency for the provision of prehospital care within Riverside County.
13. Medical Director - Shall mean that physician designated to serve as the Medical Director of the EMS Agency pursuant to Section 1797.202 of the Health and Safety Code.
14. Mileage - Fee charged per mile or fraction thereof for transport.
15. On-Scene Time - The time an ambulance arrives at the location requested or leaves the nearest public-access road en route to the patient.
16. Oxygen - The fee charged for administration of medical oxygen irrespective of amount, or route administered.
17. Paramedic (EMT-P) - Shall mean a person licensed and accredited to render ALS Medical Care pursuant to sections 1797, et seq. Health and Safety Code.
18. Public Safety Answering Point (PSAP) - Where 9-1-1 calls are first received.
19. Quality Improvement - Shall mean the evaluation of prehospital emergency medical services and non-emergency transportation services to identify where personnel performance or the system itself can be improved, the implementation of potential

- improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that prehospital emergency medical services maintain the standard of care established for those services.
20. Response Time - Shall be calculated from the time of 9-1-1 call notification by City or County dispatch center to the ambulance or ambulance provider (clock will not begin until the ambulance or ambulance provider has received a verifiable address, nature of call, and 15 seconds dispatch processing time) until the time that an ambulance notifies the City or County dispatch center or other approved center of its arrival at the scene of the emergency or staging area, or until the ambulance is canceled by the dispatch center. If an ambulance response is downgraded by the dispatcher, the response time will include the time from its initial dispatch (as stated above) until the time it is downgraded.
21. MHOAC – Medical Health Operational Area Coordinator. This function is defined in State law as a joint medical/health function between the County EMS Administrator and the County Health Officer. This MHOAC is responsible for all medical/health planning, operations and recovery for disaster response within the Operational Area (OA) and coordination of medical/health mutual aid resources to and from other OAs.
22. AST – Ambulance Strike Team shall consist of 5 staffed ambulances, a Ambulance Strike Team Leader (ASTL) and a leader vehicle. Type II AST shall be defined as 5 non-hazmat ALS ambulances and a ASTL with a vehicle. ASTLs shall be authorized by the EMS Agency pursuant to the Emergency Medical Services Authority (EMSA) guidelines.
23. DMSU – the Disaster Medical Support Unit is a vehicle owned by EMSA and provided to the EMS Agency for disaster medical response. The DMSU may be utilized as an ASTL vehicle upon authorization of the EMS Agency. If the DMSU is utilized to support contractor response within the operational area, contractor is responsible to restock equipment and supplies utilized.
24. OAMDC – Operational Area Medical Dispatch Center. Shall be a communications center designated by the MHOAC capable of establishing radio communications with EMS resources within the OA. The OAMDC is responsible for assisting the MHOAC with countywide EMS system management when activated.
25. Permitted Ambulance Providers – shall mean those ambulance provider agencies issued a permit to operate in the County pursuant to ordinance 756.

Schedule K

Financial Reporting and Audit Requirements

1. Contractor shall provide the following financial reports/statements under this Agreement. A financial report shall be submitted to EMS Agency detailing information as specified below. Contractor shall submit financial reporting on a semi-annual basis. Such reports shall be provided within forty-five (45) days after the last day of the preceding period. Contractor shall use its fiscal year (January 1 – December 31) as the basis for reporting such data. Financial reports detailing information directly related to the operations under this Agreement shall include the following:

- 1.1 Fixed asset schedule
- 1.2 Profit and loss statement
- 1.3 Aged accounts receivable
- 1.4 Services by payor source
- 1.5 Services provided by category (e.g., ALS, BLS and mileage) and
by financial class
- 1.6 Services by date of service
- 1.7 Collections by payor source

2. Contractor's second full fiscal year completed under this agreement, shall be subject to a financial audit. Such audit shall be carried out by an agreed upon firm selected by the Contractor and the EMS Agency. If agreement cannot be reached on a firm to perform the audit, the financial audit shall be carried out by a certified public accountant selected solely by the County Health Officer or his or her designee. If there is any charge, cost or fee for such an audit, it shall be paid by the Contractor.

Schedule L

Ambulance Back Up Program

To effectively provide for a consistent method of ensuring adequate emergency ambulance availability, the Contractor shall implement an ambulance back-up plan for use during day-to-day operations and during unusual circumstances that increase EMS call volume. The plan shall be submitted to the EMS Agency within 120 days of the signing of this agreement and incorporate the following elements.

1. Contractor shall maintain a response ready reserve ambulance fleet equal to 20% of peak deployment and emergency staffing procedures for using reserve ambulances as required by daily EMS call volume increases or when requested by the EMS Agency.
2. Contractor shall establish agreements with Riverside County permitted ambulance providers for purposes of 9-1-1 backup. The back-up plan will include agreements with permitted ambulance provider agencies that have sufficient operational presence to provide immediate response to back-up requests in the Northwest, Southwest, San Jacinto, Desert and Mountain Zones. Contractor shall submit back-up plans, including supporting sub-contracts or agreements, to the EMS Administrative Zone Committees for input prior to submission for approval by the EMS Agency. Contractor may enter into agreements with Fire Departments for the placement and staffing of emergency back-up ambulances to be utilized according to the policies and procedures of the EMS Agency.
3. Contractor shall establish clinical, operational and administrative criteria to be utilized by supporting sub-contractors and agencies to ensure that they meet appropriate standards for use as a back-up 9-1-1 provider. This criteria is subject to the EMS Agency's approval.
4. Contractor shall implement appropriate radio communications and dispatch policies that establish criteria for initiating the 9-1-1 back-up plan and assures adherence to the Incident Command System (ICS).

Immediate Emergency Ambulance Surge Capacity

1. Contractor shall have a plan that will ensure the deployment of one-fourth of the required reserve ambulances within one (1) hour of request by the EMS Agency.

ATTACHMENT 1

**MINORITY/WOMEN/DISABLED VETERAN BUSINESS ENTERPRISE
CONTRACTOR STATUS REPORT**

PLEASE NOTE STATUS AFTER APPROPRIATE CATEGORY

WOMEN

MINORITY

DISABLED VETERAN

ALL OTHERS

Signature of Person Completing the Form

Title

DEFINITIONS

Women or Minority owned refers to those companies that at least 51% of the business is owned by a woman or person of minority heritage who possess and demonstrate dominate control over the business.

Minority means a person with permanent residence in the United States of America who is:

Black American - Persons having origin in any of the Black racial groups of Africa; or

Hispanic American - Persons of Mexican, Cuban, Central or South American origins; or

Hasidic Jew - Persons of a Jewish sect of the second century opposed to Hellenism and devoted to strict observance of ritual law; or

American Indian and Native American - Persons having origin in any of the original people of North America, who are recognized as an Indian tribe or tribal organizations, persons having origin in any of the original people of Northern Canada, Greenland, Alaska, Eastern Siberia; or

Asian Pacific American - Persons having origin in any of the original people of the Far East, Southeast Asia, Indian Subcontinent, the Pacific Islands (i.e. China, Japan, India, Korea, Philippines, and Samoa).

Disabled Veteran is defined as a Veteran of the United States of America' armed serves who has been permanently injured while on active duty in the performance of duty.

ATTACHMENT 2

Investigative Authorization - Organization

We the undersigned Organization, a prospective contractor to provide emergency ambulance - paramedic services for the Riverside County, recognize that public health and safety require assurance of safe, reliable, and cost-effective service. That assurance may require inquiry into aspects of organization operations deemed to be relevant by the County of Riverside or its agents. The organization specifically agrees that the County of Riverside, or its agents, may conduct an investigation for the purpose into, but not limited to, the following matters.

1. The financial stability of the organization, including its owners and officers, any information regarding potential conflict of interest, past problems dealing with other clients or cities where the organization has rendered service, or any other aspect of the organization operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County of Riverside in its selection decision.
2. The company's current business practices, including employee compensation and benefits arrangements, pricing practices, billings and collections practices and procedures, equipment replacement and maintenance practices, in-service training programs for its employees, means of competing with other companies, employee discipline practices, employee recruitment and retention, public information efforts, current and potential obligations to other buyers, and general internal personnel relations.
3. The attitude of current and previous customers of the organization towards the company's services and general business practices, including patients, their agents, or the families of patients, served by the organization, physicians or other health care professionals, organizations and units of local government knowledgeable of the company's past work.
4. Other businesses in which the organization owners and/or key personnel in the organization currently have a business interest.
5. The accuracy and truthfulness of any information submitted by the organization in connection with such evaluation.

AUTHORIZATION TO CONDUCT SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY.

Date _____ Organization Name

By: _____
Name and Title

STATE OF:

County of:

On this _____ day of _____, 19__, before me appeared _____ to me personally known, who, being by me duly, sworn, did say that he/she is the _____ of _____ and that said instrument was signed in behalf of said corporation by authority delegated to him, and said affiant acknowledges said instrument to be the free act and deed of said corporation.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires: _____

ATTACHMENT 3

Investigative Authorization - Individual

The undersigned, being _____ (title) for _____ (organization) which is a prospective contractor to provide emergency ambulance - paramedic services to Riverside County recognize that public health and safety require assurances of safe, reliable, and cost-effective service. That assurance may require an inquiry into matters which are deemed relevant by the County of Riverside or its agents, such as, but not limited to, the character, reputation, competence of the company's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, education, qualifications, moral character, financial stability, and general background and specifically agrees that the County of Riverside, or its agents, may undertake a personal investigation of the undersigned for the purposes stated.

AUTHORIZATION FOR SUCH PERSONAL INVESTIGATION IS HEREBY EXPRESSLY GIVEN.

Date: _____
Individual Name

STATE OF:

County of:

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the County and State, personally appeared _____ to me known to be the person described herein and who executed the foregoing Investigation Authorization, and acknowledged that he or she executed the foregoing Investigation Authorization, and acknowledged that he or she executed the same as his or her free act and deed.

WITNESS my hand and notarial seal subscribed and affixed in said County and State, the above day and year written.

Notary Public

My commission expires: _____

