

**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

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

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.17

FORM APPROVED COUNTY-COUNSEL
 BY: *[Signature]*
 DATE: _____
 NEAL R. KIPNIS

Departmental Concurrence

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Form 11:

COMMUNITY HEALTH AGENCY

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

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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.

Form 11:

COMMUNITY HEALTH AGENCY

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

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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.

1
2 **THIRD AMENDMENT TO THE AGREEMENT**

3 **WITH**

4 **AMERICAN MEDICAL RESPONSE**

5 (ambulance service)

- 6
- 7 1. That certain Agreement between the County of Riverside ("COUNTY") and
- 8 American Medical Response, ("CONTRACTOR"), approved by the Board of
- 9 Supervisors on March 30, 2004, Item 16.2, amended for the first time on December
- 10 21, 2004, amended for the second time on March 11, 2008, is hereby amended for
- 11 the third time effective July 1, 2009 as listed in bullets below.
- 12
- 13 2. The parties, herein, acknowledge and agree that all references to American Medical
- 14 Response and Contractor shall refer to Contractor's operating entity known as
- 15 American Medical Response Ambulance Services, Inc., d/b/a. American Medical
- 16 Response.
- 17
- 18 3. Certain changes made in this amendment are shown as: Text additions are display
- 19 in **bold and underline**. Text deletions are displayed as strike through text (i.e.,
- 20 ~~Strike~~).
- 21
- 22 ➤ Amend all references to "Contract Monitor" or "Contractor Administrator"
- 23 appearing in Agreement #09-038, its exhibits, Schedules and Attachments, shall
- 24 be deemed to read "EMS Agency".
- 25
- 26 ➤ Paragraph 1.1 (obligations of county) is amended to read:
- 27
- 28 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 endure an effective
- County 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.
- Paragraph 1.4 (obligations of county) is amended to read:

For scanning

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

8 ➤ Paragraph 1.10 (obligations of county) is amended to read:

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

18 ➤ Paragraph 1.11 (obligations of county) is amended to read:

19 1.11 County shall monitor and oversee the Agreement to ensure that
 20 Contractor meets or exceeds all requirements specified within the
 21 Agreement. Such activities include, but are not limited to: analyzing
 22 monthly compliance reports, coordinating and convening zone
 23 administrative meetings and activities, ensuring Contractor meets all
 24 quality assessment and improvement requirements. County has
 25 determined, based on a reasonable allocation of the costs, that Contact
 26 Monitoring and Oversight is ~~\$175,000~~ **\$350,000** each year of the
 27 Agreement. The cost include: salary and benefits for ~~an two (2)~~ **two (2)** EMS
 28 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 cost, which shall be payable to
 County of Riverside directed to EMS Agency, semi-annually be 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 payment may ~~include~~ **be adjusted**
for information technology and maintenance expenditures by AMR upon
 EMS Agency approval.

➤ Paragraph 2.1 (obligations of contractor) is amended to read:

1 2.1 Contractor's response time on requests for service originating within the
 2 designated Exclusive Operating Area(s) shall meet the ALS standards for
 3 the County as set forth in Schedule E and as specified in Schedule A. As
 4 necessary for public safety, health and welfare, Contractor acknowledges
 5 that County reserves the right to modify its ALS standards and response
 6 times subject to prior written notice to Contractor of any such proposed
 7 change. County will review response time standards and response times
 8 subject to prior written notice to Contractor of any such proposed change.
 9 County will review response time standards and requirements on an
 10 annual basis. Contractor shall be entitled to a rate increase of other
 11 modification in the Agreement sufficient to compensate Contractor for
 12 demonstrated additional costs, if any, of any shortened response time
 13 requirements proposed by Contractor in connection with any proposed
 14 subcontract between Contractor and a fire agency for ALS first responder
 15 services. **Any such subcontract for ALS first responder services shall
 16 contain requirements for the subcontractor to submit monthly
 17 response time performance reports to the EMS Agency.
 18 Subcontractor performance reports shall conform to the Contractor
 19 response time clock definitions, formatting and submission deadlines
 20 as described within this Agreement.** County shall not unreasonable
 21 withhold approval of any such proposed response time requirements and
 22 proposed subcontract.

23 ➤ Paragraph 2.6 (obligations of contractor) is amended to read:

24 2.6 Contractor shall provide continuous, 24 hour a day prehospital **ALS**
 25 emergency transportation services for the areas designated in Schedule A.

26 ➤ Paragraph 2.7 (obligations of contractor) is amended to read:

27 2.7 Contractor shall provide a **minimum of one (1)** fully staffed and response
 28 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
 unreasonable 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.**

➤ Paragraph 2.8 (obligations of contractor) is amended to read:

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 for **a minimum of 72 hours without
 access to outside power.** **Contractor's dispatch services shall be**

provided by Communications Center maintained by the Contractor and located within 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.

➤ Paragraph 2.9 (obligations of contractor) is amended to read:

2.9 Contractor shall pay County \$75,000 **\$125,000** each year of the Agreement for ~~the cost of operating a Communications Center that shall assist Contractor in dispatching its ambulances~~ **County's cost for assisting the Contractor Communications Center with the dispatch of ambulances.** Such payment 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.**

➤ Paragraph 2.10 (obligations of contractor) is amended to read:

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

➤ Paragraph 2.11 (obligations of contractor) is amended to read:

2.11 Contractor shall adhere to the County's EMS policies regarding ~~continuous quality assurance and 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 quality improvement CQI plan, including a Disaster Management Operational Plan, for its operations under this Agreement to the EMS Agency Medical Director for approval. Said quality improvement~~ **The CQI plan shall provide an identify the appropriate personnel to supervise Contractor's Medical Quality Improvement Program using this plan for the purposes of carrying out the Contractor's Medical CQI Program as required in Schedule E of this Agreement.**

➤ Provision 2.12.1 (obligations of contractor) is amended to read:

2.12.1 This number of back-up requests be Contractor shall not exceed three (3) percent ~~per~~ **on any zone's total response volume for any** consecutive 30-day period.

➤ Paragraph 2.13 (obligation of contractor) is amended to read:

1 2.13 Contractor's ambulances shall meet the standards, subject to EMS
 2 Agency's authority to alter, as specified in Riverside County Ambulance
 3 Ordinance No. 756 as may be amended from time to time or other enacted
 4 County ordinance or resolution governing the provision of ambulance
 5 equipment. All vehicle lettering, markings, and colors on ambulances and
 6 supervisor vehicles must be approved by EMS Agency. ~~Lettering,
 7 markings, and colors on ambulances and supervisor vehicles at the time
 8 the Agreement is signed, will be deemed approved by the Contract
 9 Administrator.~~

- Provision 2.14.1 (obligation of contractor) is amended to read:

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.**

- Provision 2.14.2 (obligation of contractor) is amended to add provision as follows:

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

- Paragraph 2.17 (obligation of contractor) is amended to read:

2.17 Contractor shall ~~be responsible for maintaining~~ **maintain** an
 administrative office located in the County and shall designate an on-
 duty employee or officer available on a 24 our basis and authorized to act
 on behalf of Contractor concerning its operational activities.

- Paragraph 2.18 (obligation of contractor) is amended to read:

2.18 Contractor shall provide ~~annual~~ 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.

- Paragraph 2.22 (obligation of contractor) is amended to add the following
 provisions:

**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
 Operational Plan (EOP).**

**2.22.2 Request 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 specification 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 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 ~~or other agency approved by the Contract Administrator~~ for review and possible reimbursement should federal or state monies become available. Contractor shall, but not required, 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.

- Paragraph 2.2 (obligation of contractor) is amended to add 2.26 to read:

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

- Paragraph 2.2 (obligation of contractor) is amended to renumber the following provisions:

~~2.26~~ **2.27** Contractor shall comply will all pertinent federal, state, and County laws,...

~~2.27~~ **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...

1 2.28 **2.29** Contractor shall comply with all financial reporting and
2 audit...

3 ➤ Paragraph 3.3 (mutual obligations) is amended to read:

4 3.3 The Parties agree that if Contractor becomes unable to perform services
5 under this Agreement, either through its breach of contract or through
6 act of God, provided County is not in breach of contract, County shall
7 be entitled, at the option of the County and as otherwise allowed by
8 applicable law, to possess and use Contractor's ambulances and al of
9 the equipment contained therein for a period not to exceed the duration
10 of the Contractor's inability to perform. County shall then return the
11 ambulances and equipment to the Contractor a monthly rental, set forth
12 in Schedule I, per equipped ambulance so used. County shall assume
13 all liability **as to any claim or potential claim against Contractor**
14 arising out of its use and possession of Contractor's ambulances under
15 this section.

16 ➤ Paragraph 4.2 (contract provisions) is deleted is its entirety and replaced by the
17 new paragraph 4.2 to read:

18 **4.2 Term – This Amendment extends and continues Contractor ALS**
19 **Ambulance services as described herein on behalf of the County.**
20 **The term of this Agreement begins July 1, 2009 and shall continue**
21 **until June 30, 2012, subject to one (1) optional renewal of three (3)**
22 **years upon mutual consent of the parties. Each party's intent not**
23 **to renew shall be given by written notice at least 12 months (365**
24 **days) prior to contract expiration.**

25 ➤ Paragraph 4.4.4 (professional liability insurance) is amended to read:

26 4.4.4 Professional Liability Insurance:
27 Contractor shall maintain Professional Liability Insurance
28 providing coverage for the Contractor's performance or 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 if 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.

➤ Sub-section 4.6.1.4 (material breach) is amended to read:

4.6.1.4 Failure to maintain the required insurance coverage.

➤ Paragraph 4.8 (notices) is amended to read:

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 COPY TO: American Medical Response – **Southwest & Hawaii**
Division
20101 Hamilton Avenue, Ste 300
Torrance, CA 90502
Attn: VP, Administration

1200 S. Martin Luther King Blvd.
Las Vegas, NV 89102
Attn: Division Chief Operating Officer

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 80111

COUNTY: Riverside County Department of Public Health
4065 County Circle Drive
Riverside, CA 92509
Atte: EMS Agency

➤ Schedule A.1 is amended to read:
Schedule A.1

Zones
Northwest Zone

Sub-zones
Riverside
Corona, Norco and unincorporated areas **South of**
the 91 freeway

Norco **and unincorporated areas North of the 91 freeway**

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>Menifee, 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 E (Riverside County ALS Provider Standards), Section I (EMS Administrative Group) is amended to read:

~~Each exclusive operating area~~ **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 areas 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 designate any right(s) of County under the Agreement.

- Schedule E (Riverside County ALS Provider Standards), Section II (Ambulance response time Performance Standards and penalties), Subsection B (Response Time Standards), Item 1 (zone standards), Paragraphs 1.1 through 1.4 are amended to read:

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 1.2 Fourteen (14) Minute Response Zone

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

5 1.3 Twenty (20) Minute Response Zone

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

9 1.4 Thirty (30) Minute Response Zone

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

- 13 ➤ Schedule E (Riverside County ALS Provider Standards), Section II (Ambulance
14 response time Performance Standards and penalties), Subsection B (Response
15 Time Standards), Item 2 (Sub Zone Standards) is amended to read:

16 2. Sub Zone standards

17 The following is the response time standard for Code 3 requested for emergency
18 ambulance services originating from within the Area as defined in Schedule A.1.
19 Contractor must meet all response time criteria ~~89%~~ **90%** of the time in each
20 subzone **monthly** ~~on a three (3) month moving average~~.

- 21 ➤ Schedule E (Riverside County ALS Provider Standards), Section II (Ambulance
22 response time Performance Standards and penalties), Subsection C (Response
23 Time Exemptions), is amended to read:

24 C. Response Time Exemptions

25 In the monthly calculation of the Provider's response time performance, every
26 emergency medical service call originating from within the emergency
27 ambulance provider exclusive operation area shall be included except as
28 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 incidents (e.g., bus crash, plane crash, etc.). for purposes of calculations, unusual system overload will not exceed ~~3%~~ **1%** of provider's monthly call volume per zone.
2. Good cause for an exemption as ~~determine by~~ **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. ~~Disrupted voice or data transmission~~ **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 delay caused by ~~traffic congestion when there is no alternative access to the incident that would permit Contractor, with reasonable diligence, to meet the response time criteria.~~ **trains in the City of Riverside ONLY.**
- e. Unavoidable delays caused by road construction and/or closure **at receiving hospitals, such as lack of available beds for patient transfer.**
- ~~f. Unavoidable delays caused by trains~~
- ~~g. Off road or off paved road locations, if such condition hampers the ability to safely respond to such locations.~~
- ~~h. Weather conditions that impair visibility or create other unsafe driving conditions.~~
- ~~i. Unavoidable delays at receiving g hospitals, such as lack of available beds for patient transfer~~

- Schedule E (Riverside County ALS Provider Standards), Section II (Ambulance response time Performance Standards and penalties), Subsection D (Response Time Penalties and Performance Enhancements Measures) is amended to read:

D. Response Time Penalties and Performance Enhancements 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

1	3.01-	4 minutes = \$ 50.00
	4.01-	5 minutes = \$ 70.00
2	5.01-	6 minutes = \$ 90.00 180.00
	6.01-	7 minutes = \$ 110.00 220.00
3	7.01-	8 minutes = \$ 140.00 280.00
	8.01-	9 minutes = \$ 160.00 320.00
4	9.01-	10 minutes = \$ 180.00 360.00
	10.01-	15 minutes = \$ 200.00 400.00
5	15.01-	20 minutes = \$ 250.00 500.00
6	20.01-	30 minutes = \$ 300.00 600.00
7	30.01-	60 minutes = \$ 600.00 1,200.00
8	>60 minutes =	\$ 1,000.00 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. ~~\$250.00~~ **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% of the response time standards in any zone, Contractor shall be assessed an additional lump sum for each percentage point below 90%, or portion thereof per zone. These shall be:
 - (1) ~~89-89.99%~~ **88-89%** = \$1,000.00 **Fine total for that zone doubles.**
 - (2) ~~88-88.99%~~ **86-87.99%** = \$2,250.00 **Fine total for that zone triplets.**
 - (3) ~~87-87.99%~~ **<86%** = \$3,750.00 **Fine total for that zone quadruples.**
 - (4) ~~86-86.99%~~ = \$5,800.00
 - (5) ~~85-85.99%~~ = \$7,800.00
 - (6) <85% = \$11,000.00

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
--------------	-------------

91 – 92 %	10% 15%
92.01 – 93 %	20% 35%
93.01 – 94 %	30% 50%
94.01 – 95 %	50% 75%
95.01 – 96 %	65%
96.01 – 97 %	75%
97.01 – 98 %	80%
98.01% +	90%

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

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

% Compliance	Credit/Zone
91 – 92 %	10% 15%
92.01 – 93 %	20% 35%
93.01 – 94 %	30% 50%
94.01 – 95 %	50% 75%
95.01 – 96 %	65%
96.01 – 97 %	75%
97.01 – 98 %	80%
98.01% +	90%

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.I.A, during the same compliance period. No monies will be paid/refunded to the Contractor due to credits.

3. 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 tem (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 (Riverside County ALS Provider Standards), Section II (Ambulance response time Performance Standards and penalties), Subsection E (Phase-In Schedule), Items 1, 2, 3, 4, 5 and 6 are amended to read:

1. Within three (3) months after the agreement is signed, Contractor will ~~add and additional 24 hours/day in Moreno valley located within the Central zone.~~ **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 the ~~four (4) months after the Agreement is signed,~~ Contractor will place and staff two (2) ambulances in the Northwest zone, one located in the Horsechief Canyon area and one in the Eastvale area. **Six (6) months after the Agreement is signed contractor shall have AVL/GPS with CAD interface operation gat 95% effectiveness,**
3. Within the ~~first five (5) months after the Agreement is signed~~ Contractor will place and staff an ambulance in the Thermal area, located within the Desert zone. **Contractor shall also maintain the following additions required under the 2004 contract:**
 - a. **the 24 hour 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, located 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.**
4. ~~within the first six (6) months after the Agreement is signed Contractor will place and staff an ambulance in the Wildomar area, location within the Southwest zone.~~
5. Within the first six (6) months after the Agreement is signed, Contractor will relocate the ambulance currently located in Garner valley to the Anza area, located within the Mountain Plateau.;

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6. ~~Within the first six (6) months after the Agreement is signed Contractor will implement a 12-Lead cardiac monitoring program.~~

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

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- Schedule E (Riverside County ALS Provider Standards), Section III (Level of Clinical Sophistication), Subsection A (Medical Control), is amended to read:

A. Medical Control

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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 (COI) programs, including continuing education programs. Conducted cooperatively by the Contractor, the EMAS Agency and the Base Hospitals.

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- Schedule E (Riverside County ALS Provider Standards), Section III (Level of Clinical Sophistication), Subsection B (Training/Education/Certification/accreditation), Items 4, 5, 6 and 7, are amended to read:

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

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The Contractor shall cooperate fully with the EMS Agency to notify and ensure completion by EMT-Ps and EMTs of mandatory education programs.

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5. Specialty Education Programs

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Contractor shall ensure that all paramedic personnel in their employ receive and continuously maintain Advance Cardiac Life Support (ACLS) certification, Prehospital Trauma Life Support (PHTLS), ~~or Basic Life Support~~, Pediatric Advance 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 hire. Annual training shall be provided on specialty prehospital categories including, but not limited to, geriatric training.

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6. EMT-P Interview by EMS Agency

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

3 **7. Paramedic Preceptors**

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

- 11 ➤ Schedule E (Riverside County ALS Provider Standards), Section III (Level of
12 Clinical Sophistication), Subsection C (Ambulance Staffing), Item 1, is amended
13 to read:

14 C. Ambulance Staffing

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

- 19 ➤ Schedule E (Riverside County ALS Provider Standards), Section IV. (Personnel
20 and Working Conditions), Subsection C (Prehospital Personnel Identification), is
21 amended to read:

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

24 **1. Uniform and Identification Badges**

25 All ambulance crew members should, at all times while on duty, wear an
26 official **uniform and** identification issued by the Contractor and approved
27 by the EMS Agency, attached to the outside of their uniform **badges in**
28 **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' code of
conduct polices which are subject to approval by the EMS Agency.

- Schedule E (Riverside County ALS Provider Standards), Section IV. (Personnel
and Working Conditions), Subsection D (Special Program for Personnel),
subsection 3 (Preventative Health Care), is amended to read:

3. Preventative Health Care

1 a. Immunizations

2 Contractor shall make available to prehospital personnel, at no cost to the
 3 employee, ~~MMR (measles, mumps, rubella) and HBV (hepatitis B)~~
 4 ~~immunizations, semi-annual tuberculosis PPD test (purified protein~~
 5 ~~derivative) or any other immunization specified by the County Health~~
 6 ~~Officer~~ **the following immunizations and communicable disease testing:**

- 7 • **Tuberculosis PPD test semi-annual**
- 8 • **Hepatitis B given in a three (3) doses series (done #1 initial,**
 9 **#2 in 1 month, #3 approximately 5 months after #2).**
- 10 • **Influenza given 1 dose of trivalent inactivated influenza**
 11 **vaccine (TIV) or live attenuated influenza vaccine (LAIV)**
 12 **annually.**
- 13 • **MMR for healthcare personnel (HCP) born in 1957 or later**
 14 **without serologic evidence of immunity or prior vaccination,**
 15 **given 2 doses of MMR, 4 weeks apart.**
- 16 • **Varicella (chickenpox) for HCP who have no serologic proof**
 17 **of immunity, prior vaccination, or history of varicella**
 18 **disease, given 2 doses of varicella vaccine, 4 weeks apart.**
- 19 • **Tetanus, diphtheria, pertussis given all HCP a Td booster**
 20 **dose every 10 years, following the completion of the primary**
 21 **3-dose series, Given a 1-time dose of tetanus, diphtheria,**
 22 **acellular pertussis vaccine (Tdap) to all HCP younger than**
 23 **age 65 years with direct patient contact.**

24 b. Infection Control

25 Contractor shall have written infection control policies and procedures
 26 approved by the County Health Officer **or his/her designee**. Testing and
 27 counseling services shall be provided to employees at no cost for
 28 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**.

In compliance with the Ryan White Act (Public Law 101-381) the
 Contractor is required to specify a Designated Officer who will be the
 point of contact for suspected exposures.

- Schedule E (Riverside County ALS Provider Standards), Section IV. (Personnel and Working Conditions), Subsection E (Key Personnel), is amended to read:

E. Key Personnel

1 Contractor shall have key personnel in the following functions. Personnel
 2 assigned these functions shall be submitted in writing to the EMS Agency within
 3 sixty (60) days of signing of Agreement. ~~While these functions must be filled,
 Contractor is not required to have an employee solely dedicated to each function.~~
 Key job functions shall be:

- 4 1. Operational – responsible for all divisional functions on a daily basis,
 5 including field operations, contract compliance, quality improvement, training
 6 and risk management. This individual will direct, coordinate and monitor
 7 overall system performance to ensure high standards of service, budget
 compliance and contractual compliance.
- 8 2. **Field Supervision – responsible for direct supervision of field personnel.**
 9 **These individuals will ensure that high professional and patient care**
 10 **standards are maintained by all field personnel. These individuals will**
 11 **coordinate operational issues with local fire jurisdictions, hospitals, law**
 12 **enforcement, the EMS Agency and other EMS system stakeholders to**
 13 **ensure optimal contractor field performance. These shall be a minimum**
 14 **of one (1) field supervisor on duty at all times for every fifteen (15)**
 15 **ambulances in service. Fields Supervisor deployment shall be evenly**
 16 **dispersed across all zones. Fields Supervisors shall have clearly defined**
 17 **roles and responsibilities and be provided initial and on-going training.**
 18 **Contractor shall have written field supervisor program subject to**
 19 **approval by the EMS Agency.**
- 20 3. 2. **Continuous Quality Improvement (COI) and Clinical Management**
 21 **Department**– responsible for the quality improvement program. This
 22 individual will ensure that core values and standards of care are maintained by
 23 operations personnel through the recruitment, selection, training, retraining,
 24 and retention of EMT-Ps. This job category may be filled by a private
 25 contractor if approval by EMS Agency. **Ensuring high quality patient care**
 26 **through the application of the Contractors' COI plan as approved by the**
 27 **EMS Medical Director. The Contractor shall submit an organizational**
 28 **structure for COI, 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 COI
plan.
3. In-Service Training—responsible for training and educational programs. This
 individual will provide for initial in-house orientation and training as well as
 ongoing in-service continuing education. This individual will coordinate
 training efforts with local fire jurisdictions.

1 4. Fleet Management – responsible for the maintaining of ambulances and support
2 vehicles.

3 5. Systems Status/Deployment - responsible for the overall analysis and
4 coordination of resources deployment; responsible for monitoring all system
5 performance to ensure proper vehicle staffing and placement, response to me
6 compliance and system status planning.

7 ➤ Schedule E (Riverside County ALS Provider Standards), Section IV. (Personnel
8 and Working Conditions), Subsection F (Driver Training Program and Map
9 Reading), is amended to read:

10 F. Driver Training Program Navigation and ~~Map Reading~~ Area Familiarization

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

15 ➤ Schedule E (Riverside County ALS Provider Standards), Section V. (Vehicles and
16 Equipment), Subsection A (Ambulances), subsection 1 (Ambulances
17 Specifications), is amended to read:

18 1. Ambulances Specifications

19 Ambulances utilized for 9-1-1 and emergency responses shall have no more
20 than 275,000 miles. All ambulances being utilized for 9-1-1 and emergency
21 responses shall continue to meet this standard for the term of this
22 agreement. ~~by September 1, 2005.~~

23 ➤ Schedule E (Riverside County ALS Provider Standards), Section VI. (First
24 Responder Requirements), is amended to read:

25 A. First Responder Equipment/Supplies

26 Contractor will ~~submit a written plan for approval by the Contract~~
27 ~~Administrator detailing the plans to maintain adequate equipment and~~
28 ~~supplies for the purpose of restocking supplies used by the first~~
~~responders. 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 used for the medical care of the patient as set forth in

1 Appendix 1. as they appear on the First Responder Apparatus
 2 Standard Drug and Equipment list.

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

6 B. Return of Public Safety Personnel

7 Contractor agrees to return public services personnel who accompany
 8 the ambulances crew during transport, to their regular duty station at
 9 the earliest possible time following transport of the patient.

10 Alternative transportation, such as taxi or supervisor, shall be provided
 11 when necessary. Contractor agrees to develop and implement a
 12 program which reimburses public safety agencies for use of personnel.

13 This program shall be subject to verifiable direct marginal cost
 14 incurred by the first responder agencies. A written plan for the
 15 implementation of this program shall be submitted to the EMS
 16 Agency within 120 days of signing this agreement.

- 17 ➤ Schedule E (Riverside County ALS Provider Standards), Section VII.
 18 (Miscellaneous Requirement), Subsection A (Public Education Program) is
 19 amended to read:

20 A. Public Education Program

21 Contractor will provide a public education program that contains a minimum of
 22 40 hours per zone per year. Contractor will prepare an annual Public Education
 23 Plan with specific goals and objectives to meet or exceed minimum acceptable
 24 levels set by the EMS Administrative Group that includes but not limited to
 25 appropriate use of the 9-1-1 system for medical requests, CPR and First Aid.
 26 This plan will be submitted to the EMS Agency and EMS Administrative Group
 27 for review and approval prior to implementation.

- 28 ➤ Schedule E (Riverside County ALS Provider Standards), Section VII.
 (Miscellaneous Requirement), Subsection C (Out of Service Area Medical Mutual
 Aid), is deleted in its entirety and replaced by Subsection D (Communication
 Center) to read:

C. ~~D~~. 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 required.

➤ Schedule F (Data Base System Oversight), on the amounts on the original table are amended to read Yearly from \$350,000 to \$420,000 and Semi-annually from \$175,000 to \$210,000.

➤ Schedule F (Data Base System Oversight), Paragraph three, is amended to read:

To support the Data Base System, County shall require Contractor to pay ~~\$350,000~~ \$420,000 per year for cost...

➤ Schedule G (Service for Mental Health), Section 1, is amended to read:

1. Contractor shall provide ambulance transportation for persons in apparent need of mental health treatment and are under hold pursuant to sections 5150-5157 of the Welfare and Institution Code, from...

➤ Schedule H (Rate Schedule), Table (Rate Schedule), is amended to read:

RATE SCHEDULE

1. ALS Rate	\$820.00 <u>\$1,118.00</u>
2. BLS Rate	\$390.00 <u>\$533.00</u>
3. Mileage (loaded)	\$20.40 <u>\$31.00</u>
4. Oxygen	\$95.00 <u>\$132.00</u>
5. Night Charge	\$105.00 <u>\$144.00</u>

➤ Schedule H (Rate Schedule), First Paragraph (Annual Adjustments to Schedule H), is amended to read:

The rates set out above may be adjusted in an amount necessary to compensation Contractor for increases in Contractor's direct and indirect costs as measured by the consumers price index (CPI). 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, 2005 2010, based on the change in the CPI from January 1, 2004 2009 through December 31, 2004 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%.

➤ Schedule H (Rate Schedule), last Paragraph (Level of Services), is amended to read:

1 Level of Services: This Agreement requires Contractor to provide an ALS
 2 response to all EMS incidents, except in cases involving patient subject to a hold
 3 under Welfare and Institutions Code Section 5150, and contemplates that
 4 Contractor shall bill patients and their third party payors (including Medicare) for
 5 such level of response. County acknowledges that in the event of a change in
 6 applicable laws such that Contractor may only bill Medicare (collectively,
 7 “reimbursement Charge”), the loss of revenue to Contractor may make it
 8 financially infeasible for Contract to respond with an ALS vehicle in all cases or
 9 to otherwise comply with the standards set forth herein. IN the event of such
 10 actual or anticipated changes, Contractor may issue an written request for
 11 renegotiation seeking a change in its rate, a change in the response requirement
 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 ~~one hundred eighty~~
 (180) **three hundred and sixty-five (365)** days written notice

- 12 ➤ Schedule J (Definitions), Paragraph 7 (Contract Administrator), is amended to
 13 read:

14 7. Contract Administrator – Shall be the Director of ~~the Community Health~~
 15 ~~Agency or designee,~~ **Emergency Medical Services** who is authorized to
 16 administer this Agreement on the County’s behalf.

- 17 ➤ Schedule J (Definitions), is amended to add paragraphs 21, 22, 23, 24, and 25 to
 18 read:

19 21. MHOAC - Medical Health Operational Area Coordinator. This function is
 20 defined in State law as a joint medical/health function between the County
 21 EMS Administrator and the County Health Officer. This MHOAC is
 22 responsible for all medical/health planning, operations and recovery for
 23 disaster response within the Operational Area (OA) and coordination of
 24 medical/health mutual aid resources to and from other OAs.

25 22. AST – Ambulance Strike Team shall consist of 5 staffed ambulances, a
 26 Ambulance Strike Team Leader (ASTL) and a leader vehicle. Type II AST
 27 shall be defined as 5 non-hazmat ALS ambulances and a ASTL with a
 28 vehicle. ASTLs shall be authorized by the EMS Agency pursuant to the
 Emergency Medical Services Authority (EMSA) guidelines.

23 23. DMSU – The Disaster Medical Support Unit is a vehicle owned by EMSA
 24 and provided to the EMS Agency for disaster medical response. The DMSU
 25 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), is amended to read:

1. Contractor shall provide the following financial reports/statements under this Agreement. A financial report shall be submitted to EMS Agency detailing quarterly and year to date information as specified below. ~~In the first contract year, quarterly reports shall be prepared and submitted by Contractor to the EMS Agency. Thereafter,~~ Contractor shall submit financial reporting on a **semi**-annual basis. Such reports shall be provided within forty-five (45) days after the last day for the preceding period. Contractor shall use its fiscal year (~~September~~ **January 1 – August 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:

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

2. Contractor's **second full** fiscal year, ~~ending during year four (4) of~~ **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 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.

➤ NOW THEREFORE on the face of the agreement is amended to read:

....Schedules A through ~~K~~ **L**, Attachments

➤ Incorporated Schedule. This agreement is amended to add the following schedule:

Schedule L (Ambulance Back Up Program) 1 page

➤ This Agreement is amended to delete Appendix 1 (Equipment and Supplies – First Responder/ENT) in its entirety.

➤ All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

CONTRACTOR

American Medical Response

COUNTY

By  _____

KURT WILLIAMS

Type or Print Name

By _____

Chairman, Board of Supervisors

Date _____

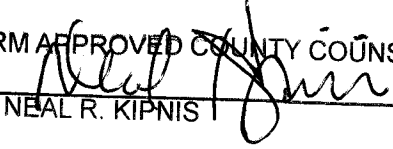
Date JUNE 4, 2009

Attest: _____

Clerk of the Board

By: _____

FORM APPROVED COUNTY COUNSEL

BY:  _____
NEAL R. KIPNIS DATE

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 back-up. The back-up plan will include agreements with permitted ambulances providers 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-contractor 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.