

376



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

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
July 14, 2009

SUBJECT: Approve Amendment 01 to the Agreement between the County of Riverside and Idyllwild Fire Protection District for First Responder ALS (Paramedic) services.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the First Amendment to the Agreement with Idyllwild Fire Protection District (IFPD), as the emergency ambulance provider for Zones I, II & III as described in the Agreement for the performance period of July 1, 2009 through June 30, 2012, with options to renew two (2), three (3) year terms not to exceed \$100,000 per year and
- 2) Authorize the Chairperson to execute said amendment to the Agreement on behalf of the County and
- 3) Authorize the chairperson to execute four (4) originals of the Amendment.

BACKGROUND (Continued on Page 2):

Susan D. Harrington

BB/bm/ys

Susan Harrington, Director
Department of Public Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 94,220	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: MADDY & CSA 38 funding

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

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
BY: Debra Cournoyer

County Executive Office Signature

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE

Departmental Concurrence

Prev. Agn. Ref.: 6/17/04 3.2 & 3.3 | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.29

SUBJECT: Approve Amendment 01 to the Agreement between the County of Riverside and Idyllwild Fire Protection District for First Responder ALS (Paramedic) services.

BACKGROUND continued:

The Board of Supervisors (BOS) approved the Agreement with IFPD on June 29, 2004 for emergency ambulance services. At that time, Zones I & II were separated from Zone III creating two (2) separate agreements with the term of each agreement continuing until to June 30, 2009. However, each agreement had different extension dates. In order to put these agreements on the same timeline as the Master Agreement with American Medical Response Agreement, the EMS Agency is seeking BOS approval to combine these agreements into one (1) agreement with two (2) three (3) year extensions.

IFPD has met their contract requirements and their ambulance rates are within the average for similar size counties. In February 2009 the EMS agency initiated a 30 day open comment period in order to receive stakeholder comments regarding extending the contracts with IFPD. On March 18, 2009, a meeting was held among interested stakeholders to discuss the comments submitted. The following highlights the changes to the Agreement:

1. Adds provisions from contract No 04-115 to this Agreement by adding the subsidy for Zone II (CSA-38) to the existing subsidy of \$3,000 for each FY for Zone III.
2. Modifies the annual CSA-38 subsidy increases from 4 percent to 2 percent beginning 2009/2010 FY:
 - 2009/2010 \$91,220
 - 2010/2011 \$93,044
 - 2011/2012 \$94,905
3. Modifies the term of agreement for one (1) three (3) year extension until June 2012 with an option of an additional two (2) year extension.
4. Adds a provision for a nonresident fee to the Rate Schedule (Schedule B).
5. Modifies language for the ALS ambulance staffing to ensure consistent understanding of staffing level requirements.
6. Adds language requiring IFPD to work mutually with the CSA-38 Advisory Board to address concerns regarding ambulance service in the Pine Cove Community (Zone II).

FINANCIAL INFORMATION:

This agreement is a joint financial responsibility of the Community Health Agency/ Department of Public Health, MADDY fund and the Economic Development Agency (EDA), CSA-38 fund.

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FIRST AMENDMENT TO THE AGREEMENT
WITH
IDYLLWILD FIRE PROTECTION DISTRICT
(First Responder ALS Paramedic Services)

- 1.) That certain Agreement between the County of Riverside ("COUNTY") and **Idyllwild Fire Protection District**, ("CONTRACTOR"), approved by the Board of Supervisors on June 29, 2004, Item 3.2, is hereby amended for the first time effective July 1, 2009 as listed in bullets below.
- 2.) Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- Section Definitions, Definition 2 (Advanced Life Support Ambulance (ALS Ambulance)), Definition 9 (Emergency Medical Technician –I (EMT-I) are amended to read:
2. Advanced Life Support Ambulance (ALS 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. **Minimum staffing to meet the criteria of an ALS ambulance shall be one Riverside County accredited paramedic and one certified EMT-I. The EMT-I may be replaced by a second Riverside County accredited paramedic. All references in this agreement to ALS ambulance(s) require this level of staffing on each ambulance during all phases of a response, patient care and transport.**
- Section Background, Definition 9 is to read:
9. **Notwithstanding the foregoing or any other provision of this Agreement, IFPD asserts that it is legally authorized to administer emergency medical services within Zone 1, pursuant to the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, Health and Safety Code 1797 et seq. ("EMS Act"). Nothing in this agreement is intended to waive, alter or otherwise affect any rights IFPD may have pursuant to the EMS Act prior to the date hereof. Further, nothing herein is intended to waive, alter or otherwise affect any rights the County may have to award an exclusive operating area pursuant to the EMS Act.**

- Section 1 (Term of Agreement) is amended to read:

The term of this Agreement begins on July 1, 2004 ~~July 1, 2009~~ and shall continue until ~~June 30, 2009~~ **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. unless terminated in accordance with this Agreement. This agreement may be extended three (3) times with each extension being three (3) years until June 30, 2018.

- Schedule A (Exclusive Operating Area Required Response Times) is amended to read:

The ~~e~~ Exclusive operating areas for the ~~Exclusive Operating area~~ is shown below:

ZONE I IFPD- Immediate Response with an ALS Ambulance - 10 Minute time requirement

ZONE II CSA -38-Immediate response with an ALS ambulance - 12 minute time requirement

ZONE III Immediate response with an ALS ambulance - best effort time requirement

- Schedule B, Table (Rate Schedule) is amended to read:

RATE SCHEDULE

ITEM	CHARGE
ALS Base Rate (Emergency)	\$660.00 \$685.00
BLS Base Rate (Non-Emergency)	\$90.00 \$525.00
Mileage	\$19.00 \$ 20.00
Oxygen	\$65.00 \$ 67.00
<u>Non-Resident Fee</u>	<u>TBD</u>
Night	\$45.00 \$ 47.00

(A new proposed rate schedule is anticipated from the contractor)

- Schedule C (Riverside County ALS Standards), Section VIII (Data Collection and Record Keeping), Paragraph E (Non-Medical Administrative Issues) is amended to read:

E. Non-Medical Administrative Issues

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

IFPD agrees to work mutually with the CSA 38 Advisory Board to address community concerns related to ambulance service provided to the community of Pine Cove (Zone II).

➤ Schedule D (Annual Contractual Service Subsidy), Section I is amended to read:

I. Basic Subsidy for Advanced Life Support Emergency Ambulance Medical Transportation Service **to CSA 38 (Pine Cove-Zone II)**

A. Billing and Payment

1. Contractor shall bill **the** County for services rendered in arrears to this agreement on a quarterly basis in accordance with the following table of reimbursement.

<u>Period Beginning</u>	<u>Period Ending</u>	<u>Total Amount</u>	<u>Quarterly Amount</u>
<u>July 1, 2009</u>	<u>June 30, 2010</u>	<u>\$91,220.00</u>	<u>\$22,805.00</u>

The contract amount shall be adjusted two percent (2%) annually beginning on July 1 of each year, as listed below:

<u>YEAR</u>	<u>Total Amount</u>	<u>Quarterly</u>
<u>Amount</u>		
• <u>2010/2011</u>	<u>93,044.00</u>	<u>23,261.00</u>
• <u>2011/2012</u>	<u>94,905.00</u>	<u>23,726.00</u>

Payment from County can be made in dollars or other mutually agreed upon equipment or supplies. This amount shall remain at the same throughout the term of the contract.

The subsidy to IFPD and ambulance service to Pine Cove is contingent upon continued fund availability from the Riverside County Economic Development Agency (EDA) CSA 38 fund.

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

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

3
4 **CONTRACTOR**

Idyllwild Fire Protection District

COUNTY

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6 By Steve Konkle

By _____
Chairman, Board of Supervisor

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8 STEVE KONKLE
9 Type or Print Name

Date _____

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11 Date 9/11/2009

Attest: _____
Clerk of the Board

By _____

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18 FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE _____
19 NEAL R. KIPNIS