

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



FROM: Department of Public Health

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Approve the three year extension of the Master Ambulance Agreement #04-038 with American Medical Response for advanced life support and emergency ambulance service.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve the second three year option for extension, effective July 1, 2012 through June 30, 2015, of the Master Ambulance Agreement with American Medical Response (AMR), as the emergency ambulance provider for the following exclusive operating areas: Northwest, Southwest, Central, Hemet/San Jacinto, Mountain Plateau, Pass and Desert Zones; and
- 2) Approve the Fourth Amendment to the Master Ambulance Agreement between American Medical Response (AMR) and the County of Riverside, Department of Public Health, Emergency Medical Services Agency; and
- 3) Authorize the Emergency Medical Services (EMS) Agency to work with EMS system stakeholders and engage a consultant to perform a comprehensive evaluation of the EMS system inclusive of a scope of work for the County emergency ambulance service contract; and
- 4) Authorize the Chairperson to execute and sign four (4) originals of said Agreement on behalf of the County;

BM/ys

Sarah Mack for

Sarah Mack, Deputy Director for
Susan Harrington, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS:

Department Budget

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Courmoyer*
Debra Courmoyer

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 03-30-04, 16.2, 6-23-09, 3-11, District: **Ab** **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.10

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: *5/31/12*
Department of Concurrence

SUBJECT: Approve the three year extension of the Master Ambulance Agreement #04-038 with American Medical Response for advanced life support and emergency ambulance service.

BACKGROUND:

AMR has consistently met or exceeded contractual performance standards throughout the current term. Continued use of AMR as the contracted advanced life support (ALS) and emergency ambulance provider pursuant to the County's EMS Plan is authorized under the California Health and Safety Code Section 1797.85 and 1797.224.

Approval of the recommended motion will extend the Master Ambulance Agreement with AMR effective July 1, 2012 until June 30, 2015. Additionally, during this time the EMS Agency will work with stakeholders and a consultant to perform a comprehensive EMS system evaluation to be completed during the term of this contract extension. This evaluation will provide the EMS Agency with recommendations for the future design of the EMS system including requirements for the County emergency ambulance service contract. Deliverables for the evaluation will include development of a scope of work that can be used as a template for a Request for Proposals (RFP) should the Board of Supervisors decide to put the ambulance contract out to competitive bid during or after the three year extension. The EMS Agency will return to the Board of Supervisors by June 30, 2014 with the evaluation recommendations.

The Board of Supervisors approved a Master Ambulance Agreement with AMR on March 30, 2004, Item 16.2, this agreement term was through June 30, 2009 with the option for two additional three year extensions. The Board of Supervisors extended the agreement term for the first additional three year option in June 2009, item 3.17 with a contract term extension through June 30, 2012.

Financial Data:

Fees collected by AMR from patients and insurers for services rendered comprise 100% of the funding for this agreement. Rates to be charged by the AMR are contained in Schedule H of Amendment 4. The rates reflected in Schedule H are the same as the current fiscal year 2011/2012 approved rates charged by AMR.

FOURTH AMENDMENT TO THE AGREEMENT
WITH
AMERICAN MEDICAL RESPONSE
(Ambulance Service)

1. That certain Agreement between the County of Riverside ("COUNTY") and American Medical Response, ("CONTRACTOR"), approved by the Board of Supervisors on March 30, 2004, Item #16.2, amended for the first time on December 21, 2004, amended for the second time on March 11, 2008, Item #3.11, amended for the third time on June 23, 2009, Item #3.17, is hereby amended for the fourth time effective July 1, 2012 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~~).

➤ **Paragraph 1.1.1 is amended to read:**

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 **is subject to approval of the County and shall require the subcontractor to meet all applicable requirements of this Agreement and EMS Agency policies, protocols and procedures. Subcontract approval shall** not be unreasonably withheld by the County. 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.

➤ **Paragraph 1.6 and the related Schedule B is Deleted**

~~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.~~

➤ **Paragraph 1.7 and the related Schedule C is Deleted**

~~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.~~

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➤ **Paragraph 1.8 and the related Schedule D is Deleted**

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

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➤ **Paragraph 2.7 is amended to read:**

Contractor shall provide or subcontract for 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 **and as Schedule A is amended for this area by the EMS Agency.** The location(s) of the station(s) of said ALS transport unit(s) shall be approved by the EMS Agency. County shall not unreasonably withhold approval of any such proposed station location(s) **or subcontract.** The EMS Agency may require additional Contractor **or subcontractor** ALS ambulance coverage for the Mountain Plateau in order to meet response time criteria as described within this agreement **or the Riverside County EMS plan.**

➤ **Paragraph 2.25 is amended to read:**

Contractor agrees to act in good faith in collaborating **with the County** and subcontracting with local agencies (e.g., cities and Fire Departments) for the development and implementation of enhanced services **and technology such as including but not limited to; first responder paramedics, Emergency Medical Dispatch (EMD), radio communication infrastructure upgrades and cooperative education and training programs.** 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.

➤ **Paragraph 2.30 is added to read:**

Contractor shall provide emergency ambulance transportation services for patients enrolled in the County's MISP and the Riverside County HealthCare (RCHC) Program. Neither the County nor patients enrolled in these programs shall be billed for services rendered by the Contractor.

➤ **Paragraph 4.2 is amended to read:**

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 **2012** and shall continue until June 30, 2012 **2015.** ~~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.~~

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➤ **Schedule E, Section B.1 is amended to read:**

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. **Response time standards may be modified as part of an EMS Agency approved Emergency Medical Dispatch (EMD) program.** Notwithstanding the foregoing, County shall consider in good faith any 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 G, Number 5 is deleted:**

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 table is amended to read:**

➤ RATE SCHEDULE	
➤ 1. ALS Rate	➤ <u>1,174.00</u>
➤ 2. BLS Rate	➤ <u>560.00</u>
➤ 3. Mileage (loaded)	➤ <u>32.50</u>
➤ 4. Oxygen	➤ <u>139.00</u>
➤ 5. Night Charge	➤ <u>152.00</u>

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

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CONTRACTOR

American Medical Response

By 

Thomas M Yates
Type or Print Name

5/30/12
Date

COUNTY

By _____
John F. Tavaglione,
Chairman, Board of Supervisors


Date

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

FORM APPROVED COUNTY COUNSEL

BY  5/30/12
NEAL R. KIPNIS DATE