

- Large number of resources linked through ambulance dispatch centers capable of providing medical aid across the region.
- Support for County and State (EMSA) disaster response resources – Disaster Medical Support Unit (DMSU), MCI Trailers, 2 Mobile Communication/Disaster Response Vehicles, Immediate and Planned needs Ambulance Strike Teams.
- Proven disaster support and response capability that exceeds ANY other ambulance provider in the Nation – FEMA contract
- ICS training for ALL employees.
- Supply resources for exercises, drills, and training in many different venues.

#### 4. Maintains a High Level of Clinical Sophistication

- Medical Director is actively involved in CQI, education/training, and precepting of paramedics in the ED.
- American Heart Association training center which offers First Aid, CPR, ACLS, and PALS to the public and outside agencies.
- Implemented the Advanced Prehospital Trauma Life Support (PHTLS) program within Riverside County.
- Implemented a primary EMT training program (NCTI) for the public and outside agencies in 2009.
- Implemented a primary Paramedic training program (NCTI) for the public and outside agencies in 2007.
- CQI directed continuing education for ourselves and outside agencies (approximately 300 classes per year).
- Standard continuing education classes online.
- Overall cardiac arrest/return to spontaneous circulation in Riverside County is 20.1% (Hemet is the highest at 23.6%).

#### 3. Fund and Participate in Clinical Research Studies and Develop Local Solutions

- AMR is currently involved in a National study with Medtronic on sudden cardiac arrest, treatment and outcomes.
- Additional National AMR Studies
  - Development of RAPS (Rapid Acute Physiology Score)
  - Evaluation of relationship between RAPS and EMS patient acuity
  - Evaluation of the association between crew configuration, on-scene interval, endotracheal intubation, ALS medication administration, and subsequent change in RAPS.
  - Evaluate the relationship between various airway confirmation techniques and successful airway placement
- Largest National data base of patient records, over one million.
- Proposed work with County EMS to study patient outcomes from acute diseases such as cardiac arrest, STEMI, and stroke.

- Proposed work with County EMS to study and help mitigate chronic disease in the County, particularly in the underserved areas; diseases such as asthma, hypertension, and diabetes.

## 2. Annual review of system

- Creates mechanism to annually review contract provider's overall performance/involvement in EMS system and on-going enhancements.
- Creates ability for County EMS Agency to change and/or enhance EMS system as deemed appropriate by County EMS Agency annually.
- In no way affects the County's right to terminate the contract.

## 1. Saves Lives

- Cost effective
- Financially stable

**Herrera, Debbie L.**

---

**From:** Alhadeff, Samuel C.  
**Sent:** Tuesday, March 27, 2012 7:52 AM  
**To:** 'Alan Ziegau'; Alhadeff-Black, Kelly M.; Herrera, Debbie L.  
**Subject:** FW: Final Contract Draft

**Attachments:** AMR 2012 Contract Master Draft V3.0 021312.docx



AMR 2012 Contract  
Master Draft...

copy please

-----Original Message-----

**From:** McEntee, Thomas [mailto:Thomas.McEntee@amr.net]  
**Sent:** Tuesday, March 27, 2012 6:43 AM  
**To:** Alhadeff, Samuel C.  
**Subject:** FW: Final Contract Draft

Sam,

This is the final draft of our PROPOSED contract as prepared by the CAO in February. I will send the existing contract as a seperate attachment.

You will find in this draft that the CAO offered 5 years with 5 earned extensions of 1 year each.

Tom

---

**From:** Hubbard, Peter  
**Sent:** Tuesday, March 13, 2012 2:30 PM  
**To:** McEntee, Thomas  
**Subject:** FW: Final Contract Draft

---

**From:** Barton, Bruce [mailto:BBarton@rivcocha.org]  
**Sent:** Tuesday, February 14, 2012 12:44 PM  
**To:** McEntee, Thomas; Hubbard, Peter  
**Cc:** Macgavin, Brian; Osur, Michael  
**Subject:** Final Contract Draft

Tom, here is a clean copy of the 2012 contract draft. Please notice that we have added sections 2.30 and 2.31 related to our discussion on MISP and the Riverside County Healthcare (RCHC) program. From our perspective this is the final area of negotiation before this moves forward. Please propose amendments to the language based upon

your position. This should be very close to the final draft from our perspective. If we need to meet and discuss, let me know. I would like to send this up to contracts for processing by the end of the week.

Bruce Barton, Paramedic  
EMS Agency Director  
Riverside County Department of Public Health EMSAAC President California EMS  
Commissioner  
(951)358-5029 Office  
(951)232-3841 Cell  
(951)358-5160 Fax

CONFIDENTIALITY NOTICE: The information contained in this e-mail message is intended only for the personal and confidential use of the designated recipient(s) named above. If the reader of this message is not the intended recipient or any agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited.

---

---

This email is confidential and intended solely for the use of the individual(s) to whom it is addressed. The information contained in this message may be privileged and confidential and protected from disclosure.

If you are not the author's intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing, or copying of this email is strictly prohibited. If you have received this email in error please delete all copies, both electronic and printed, and contact the author immediately.

---

**American Medical Response Ambulance Service, Inc.**  
**Exclusive Operating Area Agreement**  
**For Advance Life Support and Emergency Ambulance Service**  
**Draft v 3.0**  
**February 13, 2012**

**DRAFT**

**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 emergency services 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: (i) all emergency ambulance services within the area(s) identified in Schedule A; and (ii) all 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 compensation, seek a change in response requirements or other such changes as may be necessary to compensate Contractor for actual or potential loss of revenue. Approval of such requests will not be unreasonably withheld by the County.

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 representatives may and will, at any time 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.

1.7 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 (including any 7-digit or 10 digit emergency 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 mutual aid or back up agreements or providers shall be approved by the EMS Agency.

1.8 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 that Agreement Monitoring and Oversight is \$350,000 each year of the Agreement subject to



annual CPI increases commensurate with the change in the CPI for all urban customers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year. The costs include but are not limited to: 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. County warrants and represents that this payment shall be less than or equal to the County's actual costs to provide Monitoring and Oversight. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

## **2. OBLIGATIONS OF CONTRACTOR**

2.1 Contractor's response time on requests for emergency service originating within the designated Exclusive Operating Area(s) shall meet the 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 provider 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 Provider 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 certificates of insurance by Contractor within sixty (60) days of submission shall be deemed approval by County of such certificates of insurance.

2.4 The Contractor agrees that no assignment of its rights or obligations under this Agreement shall be assigned or otherwise granted to any third party without County's prior written consent, which consent 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 County shall provide initial 9-1-1 call intake and data capture services for Contractor. Contractor shall pay County \$125,000 each year of this Agreement, adjusted as provided below, for County's costs in assisting Contractor with the dispatch of ambulances. Dispatch data provided by County shall include, at a minimum, location of the incident and the patient's medical complaint. County shall enter the data in its computer aided dispatch and transfer the data to Contractor. 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. County warrants and represents that this payment shall be less than or equal to the County's actual costs to provide call intake and dispatch services. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

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 G.

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 for ambulance equipment as determined by EMS Agency policy. 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 EMS Agency 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 Contractor's Computer Aided Dispatch (CAD) System and associated data as requested.

2.15 The County shall furnish medical control services, including the services of a system EMS Medical Director (the "EMS Medical Director"). Contractor personnel shall function under the medical control policies of the EMS Medical Director at all times. Contractor personnel functioning under these policies shall have professional responsibility to interact directly with the system's medical

leadership (EMS Medical Director, base hospital physicians and County clinical oversight staff) on all issues related to patient care. This personal professional responsibility is essential. 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 for paramedics and emergency medical technicians 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. Contractor may also bill patients and other financially responsible parties for the services provided during disaster assistance.

2.23 To elevate and consistently improve patient care, Contractor agrees to participate and assist the County in the development and implementation of countywide EMS system enhancements as identified in Schedule C. Investment in EMS system enhancements are subject to Contractor's right to a rate increase sufficient to reimburse Contractor for any increased cost arising from such investments in its equipment, supplies, technology, training and/or staffing levels.

2.24 Contractor shall be solely entitled to perform, and shall be responsible for performing,

billing of patients and third party payers for Services provided hereunder. Contractor shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medi-Cal, Tricare and other public or private reimbursement programs. Contractor shall further comply with the rate requirements set forth by the County in Schedule F. Contractor shall only charge the rates set forth in Schedule F to patients and third-party payers. Further, Contractor shall not discount its rates or collect a rate less than the rates set forth in Schedule F (except where required by law, e.g., Medicare or Medi-Cal, or where a patient meets Contractor's compassionate care policy

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 F.

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

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.

2.30 Contractor shall provide transportation services for County MISP patients.

2.31 Contractor shall provide transportation for patients enrolled in the Riverside County Healthcare Plan (RCHC). Contractor shall be reimbursed at current MediCal rates for RCHC patients. Resource requirements and reimbursement for RCHC patient care and transportation will be reviewed after six (6) months of the effective date of this Agreement.

### **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 with all of its on-board 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 on-board 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. AGREEMENT 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 H.

4.2 Term - The term of this Agreement shall be five (5) years beginning July 1, 2012 subject to renewal upon written agreement of the parties. Contractor may earn annual extensions of one (1) year as set forth below.

4.2.1 Extensions - To earn each one (1) year extension, Contractor must meet the requirements of the Agreement. During each year of the Agreement, Contractor may apply for a one (1) year extension by submitting a written request to the County no later than June 30<sup>st</sup> of the current Agreement year. Contractor shall include written evidence of compliance with the requirements of this Agreement formatted pursuant to Attachment 5 of this agreement and as Attachment 5 is revised annually. The procedure for evaluation and approval of annual one (1) year extension requests shall require that Contractor is in

compliance with the Agreement requirements and have meet the annual strategic initiatives and system enhancement goals outlined in Attachment 4 of this Agreement.

The Director of Public Health shall determine on behalf of the County the Contractors eligibility for granting the one (1) year extension. The Director of Public Health may approve up to five (5), one (1) year extensions. Authorization for additional extensions must be approved by the Board of Supervisors. The County shall decide whether to grant each one (1) year extension and the County's decision shall be final.

4.2.2 Total Agreement Term Limit – the term of this agreement shall not exceed ten (10) years which shall be June 30, 2022.

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, claim, action, cause of action, or damage whatsoever, based or asserted upon any services or actions 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 and cost 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 actual or alleged Contractor 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 must declare its insurance self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such 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 declaration pages of such policies 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 it shall endeavor to provide 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 declaration pages of such policies 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 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 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 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 unless otherwise approved by the County, such approval not to be unreasonably withheld.

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) written notice to the other party. The Parties may at any time 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 provided by County to correct the material breach; provided, however, the Contractor shall have additional time, as reasonably agreed to by the County in writing, 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 then, as reasonably agreed to by the County in writing, such additional time as is reasonably required to cure such breach with the exercise of reasonable diligence), this Agreement may be terminated immediately by the County.

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 or this Agreement.

4.6.1.2 Willful or repeated 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 months in any consecutive twelve (12) month period.

4.6.1.4 Failure to maintain the required insurance coverages.

4.7 Governing Forum and Law - any claim, suit, or proceeding brought or instituted by the parties to enforce any of the provisions of the Agreement or to seek damages shall be brought in the courts located in the County of Riverside 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: General Manager  
American Medical Response Ambulance Service, Inc.  
Marlborough Avenue  
Riverside, CA 92507-2133

WITH A COPY TO: 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 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 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.

4.13 Omnibus Provision - Until the expiration of four (4) years after the furnishing of any services under this Agreement or such later time as required by applicable laws, 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 these services.

4.14 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.

4.15 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.

4.16 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.

4.17 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 written amendment signed by authorized representatives of both parties. 4.18 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.

4.19 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.

4.20 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.

4.21 Compliance with Applicable Laws - The parties shall comply in all respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute.

4.23 Compliance Program - Contractor has made available to the County a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: [www.amr.net](http://www.amr.net), and the County acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

4.24 HIPAA - Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

4.25 Non-Exclusion - Each party represents and certifies that neither it nor any practitioner who orders or provide services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

4.26 No Influence on Referrals - It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any,

or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

4.27 Contractor agrees to conduct all business dealings with the County through its EMS Agency. All issues involving the business or operations of the contractor including but not limited to, requests, complaints, proposals, observations, reports and/or ideas for system improvements shall be directed in writing to the EMS Agency Director.

4.28 Related Agreement Documents – the following documents are attached to and included in this agreement:

- |              |   |
|--------------|---|
| Schedule A   | Response Zone Maps  |
| Schedule A.1 | Response Zone and Subzone Names   |
| Schedule B   | EMS Data Program Oversight  |
| Schedule C   | Strategic Initiatives and System Enhancements to Advance Patient Care         |
| Schedule D   | Service for Mental Health   |
| Schedule E   | Riverside County ALS and Emergency Ambulance Provider Standards               |
| Schedule F   | Rate Schedule   |
| Schedule G   | Rental Rates for Ambulances and Equipment                                     |
| Schedule H   | Definitions   |
| Schedule I   | Financial Reporting and Audit Requirements                                    |
| Schedule J   | Ambulance Back Up Program   |
| Attachment 1 | Minority /Women/Disabled Veteran Business Enterprise Contractor Status Report |
| Attachment 2 | Investigative Authorization - Organization                                    |

- Attachment 3 Investigative Authorization - Individual
- Attachment 4 Annual EMS System Enhancement Goals
- Attachment 5 Annual Agreement Compliance Report

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**RIVERSIDE COUNTY**

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

**AMERICAN MEDICAL RESPONSE  
AMBULANCE SERVICE, INC., A DELAWARE  
CORPORATION**

By: \_\_\_\_\_  
Mark Bruning, President

Schedule A

Response Zone Maps

(Zone Maps on File at REMSA)

DRAFT

Schedule A.1

Response Zone and Subzone Names

Zones

Sub-zones

---

Northwest Zone	Riverside Corona 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, Menifee, Wildomar, 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
Palo Verde Zone	No subzones

DRAFT

Schedule B

**EMS DATA PROGRAM OVERSIGHT**

Yearly	Semi-annually
\$420,000	\$210,000

- A. County shall implement and coordinate an EMS Data Program to meet EMS system quality improvement requirements as specified in California Code of Regulations, Title 22, Division 9, Chapter 12. Components of the County EMS Data Program shall include but not be limited to solutions for the collection and analysis of prehospital data, specialty care program data and operational data. Components of the data system 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.
- B. The purpose of the EMS Data Program 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.
- C. To support the EMS Data Program, Contractor shall pay County \$420,000 per year for costs that include data program management and coordination, data systems vendor maintenance, personnel, hardware and software acquisition, maintenance and upgrades and other technological expenditures by County. Such payments shall be made semi-annually by the first day in October and March. County shall annually review and calculate the anticipated allocable share of the costs of the EMS Data Program. County may increase or decrease annually the amount of such payments accordingly commensurate with the change in the CPI for all urban customers in the Los Angeles-Anaheim-Riverside Metropolitan Areas during the prior calendar year Notwithstanding the foregoing, County may provide Contractor with credit for in kind contributions to the EMS Data Program or for costs paid directly by Contractor. To qualify for a credit any such contribution or expenditure must be approved by the EMS Agency in writing prior to the Contractor actually making the contribution or expenditure. County warrants and represents that this payment shall be less than or equal to the County's actual costs to provide the EMS Data Program. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

Schedule C

**STRATEGIC INITIATIVES AND SYSTEM ENHANCEMENTS TO ADVANCE  
PATIENT CARE**

**I. Strategic Initiatives for EMS System Enhancement**

Contractor shall work collaboratively with all EMS system stakeholders under the direction of the EMS Agency to ensure that a long term commitment is maintained toward the goal of improving patient outcomes. Contractor agrees to participate in the development and implementation of EMS system enhancements ("EMS System Enhancements") through a plan approved by the EMS Agency. The plan shall have annual goals, tasks and timelines prioritized by the EMS Agency. Achievement of annual goals, tasks and timelines shall be used in conjunction with Contractor compliance with operational, clinical and financial performance requirements contained in the Agreement to approve annual extensions. If the annual costs of EMS System Enhancements for Contractor's own equipment, technology, or vehicles, exceeds \$500,000, Contractor shall be entitled to a rate increase sufficient to reimburse Contractor for such excess costs.

**II. EMS System Enhancements**

The EMS System Enhancements shall include, but are not necessarily limited to, the following:

A. **Emergency Medical Dispatch (EMD) Programs** EMD programs shall be established that meet EMS Agency requirements for all areas of the County that do not currently have EMD programs. Contractor shall work with Public Safety Answering Point (PSAP) and EMS provider agencies as authorized by the EMS Agency to achieve the following objectives:

1. Establish electronic Computer Aided Dispatch (CAD) to CAD links.
2. Provide financing for implementation of the EMD program.
3. Modify existing CQI program activities to ensure medical oversight for the EMD program.
4. Comply with EMS Agency approved modified response requirements when implemented as part of the EMD program.

B. **County Public Safety/EMS Communications System Enhancement.** Contractor shall bear the cost and work with the EMS Agency to meet the following objectives:

1. Improved interoperability with other EMS system participants.
2. Improved reliability and redundancy for Contractor's radio and data communications.
3. Increased capacity and flexibility to support operational needs of Contractor and the medical/health community.



4. Improved safety for Contractor's employees via robust "off the hip" two way communication capability.
5. Mobile Data Computers (MDC) as requested by the EMS Agency to enhance the efficiency of Contractor's operations.

**C. State of the Art Clinical Equipment.** Contractor shall procure and establish a five (5) year equipment refresh cycle for durable medical equipment that it uses to promote optimal patient care and safety, including the following:

1. Power-Pro Gurneys for all ambulances.
2. 12 Lead ECG monitors that include SpO2 monitoring, ETCO2 monitoring and 12 lead open architecture transmission capability.
3. Bariatric Transport Ambulances. Contractor shall place minimum of one (1) bariatric ambulance in each of the Northwest, Southwest, San Jacinto, Desert and Palo Verde Zones.
4. Vehicle safety systems.
5. Mechanical CPR devices as approved by the EMS Medical Director for areas of the County that require long transport times.
6. Disposable or durable medical equipment as required to implement changes in EMS Agency policies, protocols and procedures.

**D. Clinical Research and Studies.** Contractor shall participate and assist the EMS Agency in the development and implementation of research designed to optimize patient outcomes. This includes but is not limited to:

1. Procuring equipment and supplies required to conduct studies approved by the EMS Medical Director.
2. Providing logistical support including the staff necessary to implement methodologies included in studies approved by the EMS Medical Director.

**E. Innovative Service Delivery Strategies.** Development and field testing of models for delivery of out of hospital care and monitoring, including but not limited to the following capabilities:

1. Modified 9-1-1 response and transport methodologies based upon implementation of EMS Agency approved Emergency Medical Dispatch (EMD) and receiving facility destination protocols.
2. Community care capability, field health and wellness assessment, documentation and reporting.
3. Integration of available digital technology to provide availability of historical patient information to field personnel to enhance patient assessment, treatment, communication and transport destination.

- 4. Real time system monitoring and resource management technology and supporting hardware.
- F. **Integrated advanced medical technologies.** Including two way voice and video communications, non-invasive vital sign telemetry, field diagnostics, IV infusion pump, transport ventilator, AutoPulse, data sharing with PMD/Medical Home.
- G. Other system enhancements as reasonably requested by the EMS Agency to support the implementation of new programs, policies, procedures and protocols

DRAFT

Schedule D

**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 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

Schedule E

**RIVERSIDE COUNTY  
ALS and EMERGENCY AMBULANCE 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 receipt by the contractor from the City, County or other approved dispatch center (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.

**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.

**1.1 Less than 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 call is received by the Contractor's dispatch center in areas defined in Schedule A.

**1.2 Less than 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 call is received by the Contractor's dispatch center in areas defined in Schedule A.

1.3 Less than 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 call is received by the Contractor's dispatch center in areas defined in Schedule A.

1.4 Less than 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 call is received by the Contractor's dispatch center in areas defined in Schedule A.

1.5 Less than Sixty (60) Minute Response Zone

Contractor shall place an ambulance at the scene in less than sixty (60) minutes, as measured by CAD digital clock, from the time that the call is received by the Contractor's dispatch center 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

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. 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 at receiving hospitals, such as lack of available beds for patient transfer.

**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. \$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.

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

d. 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.

**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%	15%
92.01 – 93%	35%
93.01 – 94%	50%
94.01 – 95%	75

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
91-92%	15%
92.01 – 93%	35%
93.01 – 94%	50%
94.01 – 95%	75%

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.

E. Automated Vehicle Location/Global Positioning System (AVL/GPS)

The Contractor shall have each ambulance and EMS support vehicle equipped with AVL/GPS. The AVL/GPS shall be integrated with the Contractors CAD and upgraded periodically to maintain optimal functionality based upon available technology.

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 demonstrates 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 Contactor' 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 initial, #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, Agreement 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. 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. Field Supervisor on duty coverage shall be as follows:

- a. Northwest Zone – two (2) supervisors on duty in the zone
- b. Central Zone – one (1) supervisor on duty in each subzone
- c. Southwest Zone – one (1) supervisor on duty in each subzone
- d. San Jacinto Zone – one (1) supervisor on duty in the zone
- e. Pass Zone – one (1) supervisor on duty in the zone
- f. Desert Zone – one (1) supervisor on duty in each subzone

3. 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.

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

5. 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 Agreement signing, a copy of current ambulance driving policies.

### 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 Agreement.

## 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.

### 1. 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 80 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 management and coordination of the EMS system as requested.

### D. Specialty Service Programs

Contractor shall provide specialty care programs as authorized by the EMS Agency to supplement the EMS system. Specialty care programs shall adhere to applicable State Guidelines and/or EMS Agency requirements. The Contractor shall submit written programs for approval by the EMS Agency prior to implementation of specialty services. Contractor has the right to request rate increases to cover the cost of specialty service programs requested by the County. Specialty service programs include but are not limited to:

1. Tactical EMS Services
2. Bicycle/Motorcycle EMS Services
3. Field Supervisor First Response
4. Special Event/Mass Gathering Services
5. Community/Public Health Services

### A. Customer Service Training and Surveys

Contractor shall provide customer service training to all employees. The Contractor's customer service training program shall be approved by the EMS Agency and include periodic updates. The Contractor shall also be responsible for completing annual customer service surveys for each EMS zone in a format approved by the EMS Agency in consultation with the EMS Administrative Group. Survey results will be provided at the last EMS Administrative Group meeting of each year.

## 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

**RATE SCHEDULE**

<b>RATE SCHEDULE FOR EOA (EXCEPT FOR PALO VERDE ZONE)</b>	
1. ALS Rate	\$1,210.00
2. BLS Emergency Rate	\$1,210.00
3. BLS Non-Emergency Rate	\$770.00
3. Mileage (loaded)	\$33.50
4. Oxygen	\$144.00
5. Night Charge	\$157.00
7. Dry Run with ALS Rate	\$250.00

<b>RATE SCHEDULE FOR PALO VERDE ZONE</b>	
1. ALS Rate	\$1,445.00
2. BLS Rate	\$976.00
3. Mileage (loaded)	\$30.00
4. Oxygen	\$104.00
5. Night Charge	\$104.00
7. Dry Run with ALS Rate	\$616.00

**ANNUAL RATE ADJUSTMENTS**

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 (CPI). The CPI adjustment may be made once annually and such adjustment shall be effective as of the first day of July of each year. The comparison shall be made based upon the change in the CPI for January through December of the preceding year. The first CPI adjustment may occur as of July 1, 2013, based on the change in the CPI from January through December of the preceding year. The CPI used shall be the percentage increase or decrease in the CPI for all urban consumers in the Los Angeles-Anaheim-Riverside Metropolitan Areas, including the housing component. The EMS Agency, in consultation with the Executive Office, shall be responsible for reviewing annual 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 annual rate increases over 5.0%.

Any CPI rate increase shall be confirmed, reviewed and approved in advance in writing 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 as well as any other information reasonably requested by the EMS Agency.

Schedule G

**RENTAL RATES FOR AMBULANCE EQUIPMENT**

**VEHICLE AND BASIC AND ADVANCED LIFE SUPPORT EQUIPMENT**

\$750.00 per month per ambulance

For each ambulance, \$25.00 per day for on-board equipment

The above rates include mileage, normal wear and tear.

**DRAFT**



## Schedule H

### 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 Agreement 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 Data Collection Program – Shall mean data collection, storage, analysis and reporting solutions that include prehospital information systems, specialty care center information systems and operational information systems
9. County EMS Agency or EMS Agency - Shall be the County agency having primary responsibility for the administration of emergency medical services within the county.
10. County EMS System or 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.
26. Basic Life Support – Emergency Charge – CMS billing regulations require that 9-1-1 transports be billed based upon service level rather than based on the capability of the ambulance sent to the emergency. This BLS – Emergency charge permits the contractor to bill based upon the service level while acknowledging the higher cost incurred when sending an ALS ambulance as required by this Agreement.

Schedule I

**FINANCIAL REPORTING AND AUDIT REQUIREMENTS**

1. Contractor shall provide the following financial reports/statements under this Agreement in a form specified by the EMS Agency. 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 as well as any other information reasonably requested by the EMS Agency:

- 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. Beginning with the Contractor's 2013 fiscal year every other 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 Director of Public Health 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 J

**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: \_\_\_\_\_



Attachment 4

**ANNUAL EMS SYSTEM ENHANCEMENT GOALS (JULY 2012 TO JUNE 2013)**

Contractor shall complete the following system enhancement goals by June 30, 2013:

1. Full implementation of power assist gurneys and stair chairs in all ALS ambulances.
2. Refresh of all cardiac monitors to Lifepack 15 (or equivalent) models equipped with the full offering of patient monitoring and diagnostic capabilities.
3. Assist with implementation of the County's Emergency Medical Dispatch (EMD) program including payment for costs allocated to improve the performance of ambulance operations as approved by the EMS Agency not to exceed \$300,000.00
4. Implement a real time response time monitoring and resource management tool for use by the Contractor and the EMS Agency.
5. Implement an EMS support agreement with the Riverside County Fire Department. The agreement shall not encumber the Contractor to provide financial support beyond actual verifiable costs for equipment and supplies and the other mutually agreed upon elements of the agreement.
6. Lead the development of a program model in conjunction with the EMS Agency and First Responder agencies designed improve patient survival rates from sudden cardiac death.

**DRAFT**

ATTACHMENT 5

Annual Agreement Compliance Report

Contractor shall furnish the following information to verify compliance with this Agreement's requirements to the EMS Agency by December 31 each year.

**Requirement 1            Response Time Reporting**

Section                    2.1  
                                 2.14.1  
                                 2.14.2  
                                 Schedule E

Requirement

All response time performance reports for EOA service areas as stipulated in Schedule A will be submitted monthly within 15 working days of month end. Submit an annual summary report including submission dates of monthly reports.

**Requirement 2            Insurance Coverage**

Section                    2.3 and 4.4

Requirement

Show evidence of:

- Workers Compensation 1,000,000 per person/per accident
- Commercial General Liability 5,000,000 per occurrence
- Vehicle Liability 5,000,000 per occurrence
- Professional Liability 5,000,000 per occurrence-10,000,000 annual aggregate
- Extended Reporting endorsement
- AM BEST rating of not less than A:VIII (A:8) for all coverage

**Requirement 3            Service Area Requirement**

Section                    2.6

Requirement

Contractor will provide continuous, 24 hour a day prehospital emergency transportation services for the areas designated in Schedule A. Submit current unit deployment Schedules.

**Requirement 4      Dispatch Center and Services**

Section      2.8

Requirement

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 72 hours without access to outside power. Said services shall be in conformance with Riverside County EMS protocols, policies and procedures. Subject to annual inspection by the EMS Agency.

**Requirement 5      125,000 annual payment for Communications Center payable Oct 1 and March 1.**

Section      2.9

Requirement

Payment to the County of 125,000 dollars each year of the Agreement for the cost of operating a Communications Center that shall assist in dispatching ambulances. Provide date and amounts of payments.

**Requirement 6      5150 Transports**

Section      2.10, Schedule G

Requirement

Contractor will submit a annual report for all transport services for persons on a hold pursuant to Welfare and Institutions Code 5150. Submit an annual summary showing 5150 transports and response times.

**Requirement 7      Continuous Quality Improvement Plan**

Section      2.11

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach approved plan.

**Requirement 8      Written Disaster Management Operational Plan**

Section      2.11

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach approved plan.

**Requirement 9            Mutual Aid Agreements**

Section                    2.12

Requirement

Establishment of mutual Aid Agreements with other authorized ALS emergency ambulance providers within 90 days of Agreement execution. Submit agreements or evidence of reasonable attempt to implement agreement(s).

**Requirement 10            Ambulance Standards**

Section                    2.13

Requirement

Ambulances shall meet the standards as specified in the Riverside County Ambulance ordinance. All vehicle lettering, markings and colors on ambulances and supervisor vehicles must be approved by the contract administrator. Submit statement of compliance subject to inspection by the permit officer.

**Requirement 11            Review of Patient Care Services**

Section                    2.15

Requirement

Timely and regular submission of records, information and reports as requested by the EMS Agency to evaluate the patient care provided by the Contractor.

**Requirement 12            Patient Medical Records Confidentiality**

Section                    2.16.1

Requirement

Attach proof of HIPAA compliance program.

**Requirement 13            Administrative Office**

Section                    2.17

Requirement

Maintain an administrative office located in the County. Submit to annual inspection by the EMS Agency.

**Requirement 14            Annual Turnover Reports**

Section                    2.18

Requirement

Provide annual turnover reports as requested in the format required by the contract administrator. Reports shall describe the status and changes in the contractors certified and licensed personnel. Submit all reports requested by the EMS Agency.

**Requirement 15                      Employee Credentials**

Section                              2.19

Requirement

All appropriate employees and agents hold necessary certification, license or accreditation and shall maintain records of such. Maintenance of an annual valid ambulance permit shall suffice as evidence of compliance.

**Requirement 16                      Current Fee Schedule**

Section                              2.24

Requirement

Attach current approved fee Schedule.

**Requirement 17                      Non-discrimination policy**

Section                              2.27

Requirement

Attach non-discrimination policy.

**Requirement 18                      Response Time Fine Payments**

Section                              Schedule E Section D

Requirement

Payment of response time penalties in accordance with the Schedule. Remittance of penalty fees within 45 days of receipt of notification. Attach an annual summary report and the dates and amounts of payments.

**Requirement 19                      All Durable Medical Equipment on a Five (5) Year Refresh Cycle**

Section                              Schedule C

Requirement

Attach a spreadsheet of all durable medical equipment with initial in-service dates and scheduled replacement dates. Subject to inspection by the EMS Agency.

**Requirement 20****System Status Plan**

Section

Schedule E, section F

Requirement

Written plan will be provided within 90 days of Agreement signing. Changes must be submitted 30 days prior to implementation. Changes to the plan must be approved by the contract administrator at least 30 days before implementation date of the proposed change. Subject to inspection of the current plan by the EMS Agency at the Contractors office. County agrees that the Contractor system status plan in its entirety contains proprietary information and is therefore not a public document.

**Requirement 21****Field Training Officers**

Section

Schedule E, III.B.1

Requirement

Contractor shall designate a sufficient number of field training officers (FTO) who shall function as trainers and perform other duties on behalf of the contractor. Attach a list of current FTOs.

**Requirement 22****Continuing Education Records**

Section

Schedule E Section III.B.2

Requirement

Contractor shall maintain records of continuing education for its EMT-P employees for a minimum of four (4) years. Subject to annual EMS Agency inspection at the Contractors office.

**Requirement 23****Field Care Audits**

Section

Schedule E, Section III.B.3

Requirement

Evidence of cooperation with Hospitals and the EMS Agency in identifying educational opportunities, assisting with field care audits, continuing education classes and programs. Attach verification letters from the appropriate Hospital Paramedic Liaison Nurse(s).

**Requirement 24****Mandatory Accreditation Education/Training**

Section

Schedule E Section III.B.4

Requirement

Attach paramedic and EMT orientation curricula, annual list of mandatory training subjects and attendance documentation (CE logs will be accepted as proof of attendance).

**Requirement 25**                      **Specialty Education Programs**

Section                                      Schedule E Section III.B.5

Requirement

Contractor shall ensure that all paramedic personnel continuously maintain ACLS, PHTLS or BTLS, and PALS or PEPP certification. Employee certification list will constitute evidence of compliance.

Annual training shall be provided on specialty prehospital subjects including but not limited to, geriatric training. List of annual CE classes will constitute evidence of compliance.

**Requirement 26**                      **Ambulance Staffing**

Section                                      Schedule E Section III.C.1

Requirement

All ALS emergency response ambulances being utilized under the agreement shall be staffed with at least one Riverside County accredited paramedic who has completed and holds current certifications as stipulated under Schedule E, Section III.B.5. Current shift schedule will constitute evidence of compliance.

**Requirement 27**                      **Critical Incident Stress Debriefing and On-going stress reduction**

Section                                      Schedule E section IV.D.1

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach current approved plan.

**Requirement 28**                      **Chemical Dependency Program**

Section                                      Schedule E Section IV.D.2

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach current approved plan.

**Requirement 29**                      **Immunizations**

Section                                      Schedule E Section IV.D.3.a

Requirement

MMR, HBV, immunizations and TB/PPD testing shall be made available to personnel at no cost. Employee records shall be made available at the Contractors office for annual inspection by the EMS Agency.

**Requirement 30                      Infection Control Program**

Section                                      Schedule E Section IV.D.3.b

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach current approved plan.

**Requirement 31                      Designation of Key Personnel**

Section                                      Schedule E Section IV.E

Requirement

Key functions will be defined and employee qualifications shall be sent to the contract administrator. Attach current list.

Key job functions shall be:

- Operational
- Quality Improvement
- In-Service Training
- Fleet Management
- System Status/Deployment

Name of Assigned Staff

**Requirement 32                      Driver Training Program & Map Reading**

Section                                      Schedule E section IV.F

Requirement

Plan shall be sent to the contract administrator for review and approval. Attach current approved plan. Subject to annual inspection by the EMS Agency.

**Requirement 33                      Mileage of 911 Ambulance Vehicles**

Section                                      Schedule E Section V.A.1

Requirement

Ambulances utilized in the 911 system shall not exceed 275,000 miles effective 9/01/2005. Annual listing of all ambulances and the mileage to be attached. Subject to annual inspection by the EMS Agency.

**Requirement 34                      Vehicle Maintenance Program**

Section                                      Schedule E Section V.A.2

Requirement

Plan shall be submitted to the contract administrator for approval. Attach current approved plan. Subject to annual facility inspection by the EMS Agency.



**Requirement 35**                      **Medical Equipment/Supplies Restock**

Section                                      Schedule E Section V.B.2

Requirement

Contractor shall submit a written plan for approval by the contract administrator detailing plans to maintain adequate equipment and supplies on all ambulances. Attach current approved plan.

**Requirement 36**                      **First Responder Restock**

Section                                      Schedule E Section VI.A

Requirement

Contractor shall have written agreements for the purpose of restocking supplies used by first responders. Attach all written agreements.

**Requirement 37**                      **Return of Public Safety Personnel**

Section                                      Schedule E Section VI.B

Requirement

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. Contractor agrees to develop and implement a program which reimburses public safety agencies for such use of personnel. Attach the current program.

**Requirement 38**                      **Public Education Plan**

Section                                      Schedule E Section VII.A

Requirement

The contractor shall have a public education plan approved by the contract administrator. Attach the plan and report of annual hours supplied by zone.

**Requirement 39**                      **Data Collection & Reporting**

Section                                      Schedule E Section VIII.A

Requirement

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 formatted as specified by the EMS Agency. Attach status report on the efficacy of the ePCR program in use by the Contractor. The EMS Agency shall annually verify program efficacy with the Hospital Paramedic Liaison Nurses and Trauma Program Managers. Proof of meeting this requirement shall include but not be limited to:

1.                                      An annual report of the key indicators in the Contractors approved Quality Improvement Plan (QIP).

2. Special or focused patient population reports as requested by the EMS Agency.
3. Assurance that a Patient Care Report (PCR) is provided to the receiving hospital for every patient transported by the Contractor.
4. Electronic data collection software access and capabilities for all base hospitals to perform continuous quality review on the prehospital care provided to patients under their medical direction that were transported by the Contractor.

**Requirement 40 Patient Medical Records**

Section Schedule E Section VIII.B

Requirement

PCR shall be approved by the EMS Agency. The PCRs will be maintained as required by law. The records shall be maintained in a manner conducive to easy retrieval. Copies of PCRs shall be supplied to the EMS Agency upon request. Subject to inspection by the EMS Agency.

**Requirement 41 EMS Data Program Oversight Payment**

Section Schedule B

Requirement

Per Schedule to include annual payment of 420,000 dollars per year (plus CPI increases). Receipt of payment by the County shall constitute compliance.

**Requirement 42 Financial Reporting & Audit Requirements**

Section Schedule I

Requirement

Contractor shall submit financial reporting on a bi-annual basis (every 6 months). Reports are to be provided per schedule I specifications within 45 days after the last day of the preceding period.

**Requirement 43 Ambulance Back-Up Program**

Section Schedule J

Requirement

Contractor shall attach the ambulance back up program and a report on any activations of the program.

**Requirement 44 Field Supervisor Program**

Section Schedule E

Requirement

The contractor shall have a field supervisor program approved by the EMS Agency. Attach the current approved program.

1 **San Bernardino County Board of Supervisors**

2 **May 10, 2012**

3 **AMR (Item 47)**

4

5 **Chairwoman Josie Gonzales**

6 I have a motion and I have a second and I will open the public comment on the  
7 consent calendar. And with this I will be calling Mr. Mike Bell who wants to speak  
8 on item number 47.

9 **Mike Bell**

10 Good morning Madam Chair, members of the Board. My name is Mike Bell, I'm  
11 the Fire Chief in Rancho Cucamonga also representing the San Bernardino County  
12 Fire Chief's Association along with several of my colleagues who are here in  
13 support of Item No. 47 on the agenda this morning. We just want to comment on  
14 the process which we were allowed to be a part of in producing this document this  
15 contract extension for the current provider for transport in our County. It was a  
16 good process that we were involved in. It involved also the current provider as  
17 well as the ICEMA Director and her staff and Mr. Devereaux helped facilitate that  
18 process as well so we were very pleased to be a part of it. We are happy with the  
19 outcome. We look forward to continuing to work with ICEMA in the development  
20 of the RFP for the bid process that will be concurrent with this contract extension.  
21 So thank you for that opportunity.

22 **Chairwoman Gonzales**

23 Well thank you for taking the time to come before us and to make those  
24 statements. It's important that we are aware that the public hears the efforts and  
25 the ideas that move forward and how they ultimately are delivered in the process  
26 of an item on this Board. Thank you so very much. (call on other items on the  
27 Consent Calendar) Virginia Hastings please come forward and speak on comments

1 on Item 47. Is she here? If not, I will move onto, oh Virginia. I didn't see you.  
2 Were you sitting there?

3 **Virginia Hastings**

4 Wearing my non descript grey suit so. Especially when I saw all these chiefs here.

5 **Chairwoman Gonzales**

6 I thought it would be nice for you to say a few words because they did take the  
7 time to be here this morning and they are in support.

8 **Virginia Hastings**

9 Well and I appreciate that support. I was a little shocked when I saw them all  
10 here at one time, I thought oh no, but thank you all very much for being here.  
11 Item 47 is the contract extension and we've worked diligently on it as a group for  
12 about 14 months now. A little give and take on everybody's part and really  
13 intended to hold the transportation system together while again jointly as a  
14 County we develop a new proposal for a review of the entire transportation system  
15 and a new bid to go out for a competitive process so I appreciate all of their  
16 support. It's one thing we can kind of take off our plate now and get to work on  
17 the other one which is the development of the RFP for the consultant to come in  
18 and study this very, very complicated County and a County which has really never  
19 had its transportation program put out to bid since everybody was grandfathered  
20 in. So it really opens a new era as the County moves forward. So thank you for  
21 the opportunity to comment and thank all of you. You know I panicked when  
22 more than 3 or 4 of you get in a room together. So thank you.

23 **Chairwoman Gonzales**

24 I will say first of all I know that you and the CEO's office has been working very  
25 hard on this and would like to make sure that as soon as you can that you share  
26 an identified timeline as we move forward so that then we can be comparing  
27 where we are at in three months, six months, nine months, as to are we adhering  
28 to an aggressive timeline, are we able to meet those timeline thresholds or not

1 and also making sure that we all see that this is an RFP process, very open, \_\_\_\_  
2 and that the process for EMS Services could take up to and I've heard three years,  
3 four years, when in fact we want to be able to complete the process as soon as  
4 possible so I'm asking for a timeline as soon as you can outline that. Make sure  
5 that everyone knows that we want to be aggressive. I'm not particularly  
6 interested in going all the way out to the four years. As soon as possible I think is  
7 very wise and acknowledging that it's not going to be easy and that in fact we  
8 have to be acting in good faith in order to be moving forward of the process that  
9 has viable and visible options. So I really thank you for all of your work.

10 **Virginia Hastings**

11 We have a time schedule outline which we would be glad to share with people...

12 **Chairwoman Gonzales**

13 I would be very interested in seeing that...

14 **Chairwoman Gonzales**

15 Part of the amount is that this complicated process has to go through a number of  
16 steps. First of all we have an excellent group advisory group working with us now.  
17 I call them my personal chief advisors. So we have a process established for  
18 continuing communications. Once we get a product done, we move it to our EMCC  
19 for review and comment. We then move these things to the Board for review and  
20 approval and the final RFP for the bid also has to be approved by the State. So  
21 there is just a time process for getting on everybody's agendas and that's worked  
22 into the schedule and we're also dependent to a degree on the State \_\_\_\_ Authority  
23 fulfilling its court ordered requirement to develop regulations for the development  
24 of these ambulance operating areas. So we're, I see the State is beginning to get  
25 that group together as well. So I think things will come together in a pretty timely  
26 manner. Thank you.

27 **Chairwoman Gonzales**

28 Thank you so very much. Supervisor Mitzelfelt.

1 **Supervisor Mitzelfelt**

2 During the interim I wanted to urge that the any data that is being collected on an  
3 ongoing basis relative to the providers that are operating now, that it all be  
4 complete and accurate and that so that when we evaluate looking back when the  
5 time comes when we're developing new contracts and proposals that we have  
6 good data that will stand the test of time so we can see trends over years and  
7 we're comparing apples to apples and ensuring that we have that good base line of  
8 good data. I think it's gonna be an important part of getting us to the next stage  
9 in this process.

10 **Virginia Hastings**

11 Thank you. We have very good data right now which we'll continue to collect from  
12 those who are on our electronic patient care records system which is primarily the  
13 private sector in some of the smaller fire departments. We're working now with  
14 the other fire departments and have had excellent cooperation into bringing them  
15 onto the patient care record system as well. So we should have a full systems  
16 worth of data at some point in probably another year but right now we have what  
17 we have and we can share it at any time.

18 **Supervisor Mitzelfelt**

19 I think the latter data is perhaps overdue based on my understanding of what the  
20 Board intended in the last go around of the performance based contract  
21 development so I think there is an urgency there.

22 **Virginia Hastings**

23 Well my personal chiefs advisory committee is really supportive of coming on to  
24 the electronic patient care record along with everybody else.

25 **Supervisor Mitzelfelt**

26 Great.

27 **Virginia Hastings**

28 Thank you.

1 **Supervisor Mitzelfelt**

2 Thank you.

3 **Chairwoman Gonzales**

4 Any further questions? Thank you so much. Thank you Ms. Hastings. (testimony  
5 from other items on the Consent Calendar) I close the public comment portion,  
6 bring the item back before this Board, I have an amended motion, with an  
7 amended second, and include the number 59 item amendments that were stated  
8 by the clerk and my number 18 item for deferred mention with that, without  
9 further discussion, any opposition? Hearing none. The consent calendar is  
10 approved.

**County of Santa Clara**  
**Public Health Department**

Emergency Medical Services Agency  
976 Lenzen Avenue, Suite 1200  
San José, CA 95126  
408.885.4250 voice 408.885.3538 fax  
www.sccemsagency.org



April 27, 2012

Mark Norman  
Division General Manager  
Rural/Metro-Santa Clara County  
1345 Vander Way  
San Jose, CA 95112  
Email: mark.norman@rmetro.com

***Sent electronically and by USPS mail***

**Subject:** Quarterly Compliance Meeting Follow Up on Outstanding Contract Requirements & Deliverables

Dear Mr. Norman:

In follow up to our April 24<sup>th</sup> quarterly compliance meeting, this letter serves to reaffirm the County's expectations regarding the completion of all agreement requirements that have not been met and are past due. Unless stated differently in the agreement, all contract deliverables were due on July 1<sup>st</sup>, 2011. Based on mutual agreement, the County has established June 30, 2012 as being the due date for all outstanding deliverables. It is our desire to resolve this matter expeditiously and without having to exercise any of the options identified in Article XIV of the Agreement.

We thank you in advanced for your company's cooperation and if you should have any questions, please contact me at (408) 792-1343 or at john.blain@phd.sccgov.org.

Sincerely,

John Blain  
Contract Manager

Copy: Michael Petrie, Director  
Josh Davies, EMS Section Manager

- Attachment

*Board of Supervisors: Mike Wasserman, George Shirakawa, Dave Cortese, Ken Yeager, Liz Kniss  
County Executive: Jeffrey V. Smith*



Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
<b>AGREEMENT</b>		
1.1 Definitions	Left blank intentionally.	Left blank intentionally.
2.1 Term of Agreement	Left blank intentionally.	Left blank intentionally.
2.2 Option to Extend	Left blank intentionally.	County to Determine.
3.1 Scope of Work – General	Provide ALS First Response and ALS Emergency Ambulance Services In place/Ongoing	In place/Ongoing.
	Use services of County Communications	In place/Ongoing.
	Provide and perform services under terms and conditions of all of the exhibits	Ongoing
3.2 Exclusive Operating Area Description and Service Area	County EOA defined Palo Alto EOA defined	No Deliverable. No Deliverable.
3.3 Franchise Fee.	Provide automatic and mutual aid into Palo Alto EOA. Quarterly payment of annual franchise fee.	Aid provided per request of Palo Alto EOA. In place/Ongoing.
3.4 County Communications Fee.	Annual increase to the franchise fee. CPI needed each December. Quarterly payment of annual communications fee.	Ongoing. In place/Ongoing.
3.5 First Responder Fees.	Annual increase to the franchise fee	In place/Ongoing.
3.5.1	Pay annual first responder fee payment.	In place/Ongoing.
3.5.2	Payment only to be issued if respective fire department holds a valid agreement with County & is in good standing with County. Payment shall be made in quarterly payments in arrears and within 15 days of receipt of each invoice.	In place/Ongoing. In place/Ongoing.
3.6 Ambulance and Ambulance Service Permit Fees.	Initial payment of all ambulance service and permit fees required by the Santa Clara County Ordinance Code. Annual payment of all ambulance service and permit fees required by July of each year	Completed. Ongoing.
3.7 Start-Up Personnel Costs.	One time Agreement administration fee payment.	Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
3.8 Attorneys' Fees.	One-time payment for preparing all legal documents related to the RFP and this Agreement.	Completed.
3.9 City of Sunnyvale.	Fund Sunnyvale paramedic training, if accepted.	Payment Due: July 15, 2012
3.10 Mutual and Automatic Aid.	Provide services in accordance with existing and future automatic aid agreements. Rural/Metro shall respond to all mutual aid requests as authorized by the County.	Ongoing
3.10.1 Cooperative Ambulance Assistance Agreements.	CAA Agreements with proposers outside this Operational Area.	In development
3.10.2 Intra-County Cooperative Ambulance Assistance Agreements.	CAA Agreements within the Santa Clara County Operational Area.	In development
3.10.3 Cooperation with other County EOA Providers.	Implement CAA procedure with Palo Alto's EOA.	Aid provided per request of Palo Alto EOA.
3.11 Disaster Assistance and Response.	Active involvement with planning for and responding to disasters within the Operational Area.	Ongoing.
3.11.1 Medical Health Operations Center.	Maintain sufficient resources to satisfy obligations to the County	Ongoing.
3.12 Community Outreach & Enhancements.	Senior Operations Manager as Agency Representative to MHOC, EOC, County Communications, etc.	In place/As requested.
3.12.1 Education Requirements.	Shall comply with the provisions in Exhibit C "Community Enhancements" and the requirements of Section 3.	Not completed.
3.12.2 Public Information.	Provide minimum of 30 hours for monthly public outreach and education/training.	In place/Ongoing.
3.12.3 Advertising Materials.	Support collaborative education & training programs.	Not Completed.
3.12.4 Website.	Coordination with County PIO in accordance with SEMS.	In place/Ongoing.
	County shall review and approve or disapprove all advertising, brochures, promotional materials (which if approved will require the inclusion of the Santa Clara County EMS System logo & corresponding wording as appropriate).	Not Completed.
	Promotional material must be provided in any bills for service issued.	Not Completed.
	Website for general public focused on services provided to the residents.	In place/Ongoing update as needed.
	Separate, secure website for employees.	In place/Ongoing update as needed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
3.13 Patient Satisfaction Program.	Implement a coordinated Patient Satisfaction Program that focuses on the services provided to patients.	In place/Ongoing.
3.14 Exclusive Use of Emergency Resources	Program shall contain quantitative and qualitative assessment mechanism and shall be modified from time to time.	In place/Ongoing.
4.1 Response Time PerfoR/Mance.	Maintain sufficient resources to meet these contractual response time obligations. May not use other R/M entities equipment, ambulances, facilities, personnel. Operate to achieve response time compliance; each response zone, every month.	Ongoing. Ongoing. Ongoing.
4.1.1 Medical Priority Dispatch System	For each call not meeting response time requirements, report submitted to County documenting cause of the late and efforts to eliminate recurrence.	Ongoing.
4.1.2 Urbanization Coding/Population Density.	Left blank intentionally.	Left blank intentionally.
4.1.3 Response Time Requirements.	Update revisions provided by County of population density coding. Incorporate into system status planning and performance evaluation. Effective July 1st each year. Throughout the term of the agreement.	Due July 1, 2012.
4.1.4 Commencement of Response Time.	County's EOA divided into 5 geographical response zones. Meet response time standards in each zone.	Ongoing.
4.1.5 Response Clock.	Meet response time standards in each priority. Response time shall commence & be measured beginning with the time the call is dispatched by County Communications.	Ongoing.
4.2 Upgrades, Downgrades, Cancellations & Reassignments	Response time performance standards/monitored & reported monthly.	Ongoing.
4.2.1 Upgrades.	Response time performance standards/monitored & reported monthly	Ongoing.
4.2.2 Downgrades.	Response time performance standards/monitored & reported monthly	Ongoing.
4.2.3 Reassignment Enroute.	Response time performance standards/monitored & reported monthly	Ongoing.
4.2.4 Multiple Ambulance Response	Response time performance standards/monitored & reported monthly	Ongoing.
4.2.5 Cancelled Enroute Where Elapsed Time is More Than Response Time	Response time performance standards/monitored & reported monthly	Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Requirement.		
4.2.6 Cancellation Enroute Where Elapsed Time is Less Than Response Time Requirement.	Response time performance standards/monitored & reported monthly	Ongoing.
4.3 Exemptions.	Response time performance standards/monitored & reported monthly	Ongoing.
4.3.1 Unusual System Overload	Operational System Surge Event	Applied as required by the agreement.
4.3.2 Response Times Outside of Exclusive Operating Area	During Times of Local Proclamation of Disaster or Emergency.	Applied as required by the agreement.
4.3.3 Response Time Exceptions and Exemption Requests:	Response time performance standards/monitored & reported monthly	Ongoing.
4.4 Liquidated Damages for Non-Performance.	Response Time Exemption Requests: documentation and request exclusion in accordance with EMS Policy 830.	In place/Ongoing.
4.4.1 Liquidated Damages for Monthly Zone Non-Compliance.	Payment of liquidated damages for non-performance. Payment within 30 days of occurrence.	In place/Ongoing.
4.4.2 Liquidated Damages for Response Time Non-Performance.	Payment of liquidated damages for non-performance. Payment within 30 days of occurrence.	In place/Applied as required by the agreement.
4.4.3 Liquidated Damages for Non-Compliance with Other Standards.	Payment of liquidated damages for non-performance. Payment within 30 days of occurrence.	In place/Applied as required by the agreement.
4.4.4 Liquidated Damages During Lame-Duck Period.	Left blank intentionally.	Not applicable.
4.4.5 Use of Liquidated Damages.	Revenue generated from non-performance is deposited into the EMS Trust Fund.	Ongoing.
4.5 Liquidated Damages for In County Use of Non-Rural Metro EOA Ambulances.	Liquidated Damages to be paid within 30 days of occurrence. Payment to non-CAA provider if patient does not/cannot pay bill within six months of date of service, or if no patient.	In place/Ongoing. In place/Ongoing.
4.6 Liquidated Damages for Failure to	Liquidated damages for each PCR Rural/Metro that is not accurately completed	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Produce Patient Care Records.	Cooperative implementation of operational response procedures.	In place/Ongoing.
4.8 San Antonio Valley Response.	Proof of reasonable and prudent planning efforts to support exemption request documentation.	In place/Ongoing.
4.9 Reasonable and Prudent Planning.	Shall ensure the no less than 3 ALS ambulances are available for response at all times.	Ongoing.
4.10 Minimum Deployment.	Provide ALS ambulance; ALS first response; and/or EMS Field Supervisor services when requested by any public safety partner or by the County.	In place/Ongoing.
4.11 Stand-By and Special Events Coverage.	Arrival of 55 ambulances as described/specified in the contract	Completed
5.1 Ambulances.	Twenty-five percent more ambulances that peak demand.	In place/Ongoing.
5.1.1	Replace ambulances @ 250,000 miles or 5 years, whichever comes first.	In place/Ongoing.
5.1.2	County approval of display markings.	Completed.
5.1.3	All ambulances will 2011 model year Type III modular design with center floor-mounted gurney.	Completed.
5.1.4	Power-assist gurneys.	Completed.
5.1.5	Ambulance constructed to carry 2 recumbent patients & crew.	Completed.
5.1.6	Safety markings.	Completed.
5.1.7	County will provide unit numbering & typing identification.	Side unit ID placards not installed.
5.1.8	State of the art alerting systems; initially and with each replacement. Howler or similar siren systems.	Completed.
5.1.9	Installation of traffic signal control solutions on all emergency vehicles and four County vehicles.	Ongoing.
5.1.10	Standardized ambulance specifications approval by County.	Completed.
5.1.11	Vehicle supplies and equipment standards.	Ongoing.
5.1.12	Each vehicle must be capable of emitting a wireless signal to enable access to the internet.	Not Completed.
5.1.13	Ambulances/vehicles with damages in excess of \$300.00 will not be placed into service until repaired to the satisfaction of the County.	Not Completed.
5.1.14	Maintain electronic vehicle maintenance database.	Ongoing.
5.1.15	Vehicle service < 6,000 miles.	Ongoing.
5.1.16	Vehicle failure investigation and report. Due to County within 24-hours.	Not Completed.
5.1.17	At least three (3) in-service supervisors; vehicle labeling, inventory.	Completed.
5.2 Supervisor Vehicles.	Supervisor vehicles with 24,000 lbs towing capability.	Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
5.3 Equipment.	All vehicles supplied & equipped per Prehospital Care Manual.	Completed.
5.4 Fleet Safety.	Equipment maintained as per manufacturer standards.	Ongoing.
	Vehicle & equipment specifications & medications design to enhance safety.	In place/Ongoing.
	Provide driver education & training.	In place/Ongoing.
	Provide fleet security.	Not completed.
	G-Force video collectors in vehicles.	In place/Ongoing.
	Recordkeeping system to improve safety & monitor driving performance.	Not completed.
	Patient & attendant restraint systems.	In place/Ongoing.
	Pediatric restraint system.	In place/Ongoing.
	Ensure fleet maintenance designed to promote & enhance safety.	To be determined.
5.5 Special Services Equipment	Left blank intentionally.	Left blank intentionally.
5.5.1 Disaster Cache.	Mobile disaster cache of basic medical supplies for 500 patients for no less than 96 hours.	Not Completed.
5.5.2 Alternative Transport Ambulances.	Alternative transport vehicles (Kubota - All terrain).	Completed/Ongoing.
5.5.3 Bariatric Unit.	Bariatric unit(s) and equipment. Timely availability. Stationed at Main; Sunnysvale; South County	Completed/Ongoing.
5.6 Ambulance Strike Teams/Medical Task Force.	Capability to deploy Planned AST/MTF within 60 minutes of request by the County.	In place/Ongoing.
5.6.1 Immediate need request for an ALS ambulance strike.	Capability to fill immediate need AST request.	In place/Ongoing.
5.6.2 Disaster Medical Support Unit (DMSU).	Maintain DMSU. Readiness. Coordinate maintenance.	In place/Ongoing.
5.6.3 Staff the DMSU. Respond time limits.	Out of OA, 60 minutes; Within OA, 11:59 minutes.	Ongoing.
5.6.4 Restock DMSU.	Restock supplies used by DMSU.	Ongoing.
5.7 Administrative Facilities, Stations & Employee Facilities.	Left blank intentionally.	Ongoing/As needed.
5.7.1 Headquarters.	Headquarters/office located within the County.	Left blank intentionally.
5.7.2 Facilities.	Facilities with County accessible lock box with keys (for each facility).	Completed.
		Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
5.7.3 Facility Security.	Facility security plan (for each facility).	Not completed.
5.7.4 Disaster Cache.	Facility communications/alerting with back-up power (for each facility).	Not completed.
5.7.5 Station Identification.	Facility disaster cache for personnel support (for each facility).	In place/Ongoing.
5.8 Supplies.	Station markings and direct phone line.	Not completed.
5.9 Environmental Responsibility.	Provide all supplies & equipment as per policy; County Code and State Law. Minimum needed for 2 weeks of operations.	In place/Ongoing.
5.10 Security Interest / Three Way Lease Agreement.	Environmental Responsibility Plan to include Recycling Plan [review "Green Business" regulations] R/M shall grant the County first priority lien holder for all motor vehicle used by R/M	Received 04/19/12 -- Under review.
5.11 Space Occupancy Agreements.	Evidence of title for each motor vehicle forwarded to the County. Additional agreements as may be required by the County.	Completed July 1, 2011. Ongoing.
5.12 Security Interest in Equipment and Supplies.	Space Occupancy rights agreements for the County.	To be applied as required by the agreement. Ongoing.
6.1 Clinical Quality Program.	First priority liens in favor of the County: equipment & supplies. Additional agreements & statements as required.	Ongoing.
6.2 Medical Oversight.	Clinical Quality Program Approval.	Ongoing.
6.3 Rural/Metro Medical Advisor.	Medical oversight provided by the County EMS Medical Director.	Left blank intentionally.
6.4 Advanced Clinical Care.	R/M medical advisor >= 0.25 FTE.	Ongoing.
6.5 Medical Protocols.	All ambulances rendering services shall be staffed with at least one paramedic & equipped to render paramedic care. The second staff member shall be an EMT. Comply with medical protocols & policies.	Ongoing.
6.6 Direct Interaction with Medical Control.	Employees trained in and abide by Prehospital Care Manual.	Ongoing.
6.7 Medical Review/Audits.	Clinical Manager: medical protocol compliance	Ongoing.
6.8 Quality Improvement.	R/M QI & Liaison with the County. Attendance at Medical review/audits; Scheduling accommodations	Ongoing.
	Develop and implement comprehensive QI process. Approval.	Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
6.8.1 Training Programs (Non-Continuing Education).	Non-CE In-service training programs at employees regular hourly rates.	Ongoing.
6.8.2 Clinical Upgrades.	\$50,000/year for non-mandated clinical upgrades.	To be determined.
6.9 Committee Participation.	Shall participate in all appropriate EMS System committees and task force groups.	In place/Ongoing.
6.10 Field Treatment Guide Production.	Production/printing of >=3000 Field Treatment Guides every other year, beginning Fiscal Year 2013; 2015; 2017.	Production of printed guide ceased. iPhone App created 04/10/12. Droid App being developed.
6.11 Clinical Quality Assurance and Improvement.	Compliance with EQIP.	Not completed.
6.12 Clinical Education and Training.	Shall develop & implement clinical education & training program for approval by the County. This program must synchronize with the County-approved EQIP;	Not completed.
	Provide will include new employee orientation.	Completed.
	Provide will include continuing education.	Completed.
	Provide will include Santa Clara County EMS Orientation.	Completed.
	Provide will include field training officer (FTO) program.	Not completed.
	Become a California CE provider in compliance with Title 22.	Completed.
	Extend CE to fire agencies using the curriculum.	Ongoing.
	Assist in annual County EMS Conference.	In process.
6.13 County EMS Conference.	Monthly performance reports within 10 business days of the first of each month.	In place/On going.
7.1 Data Reporting.	Identify a primary Information Officer & adequate relief/back-up personnel.	Completed – Brian Hubbell
7.2 Information Officer.	All personnel assigned to the Information Officer responsibilities shall complete the CSTI or other approved class, as well as crisis and/or, basic & advanced Information Officer programs approved by the County.	Not Completed.
7.3 Computer Aided Dispatch.	Payment within 30 days of invoice for CAD modifications.	In place/Ongoing.
7.3.1 Automated Vehicle Location/Global Positioning System.	AVL integrates County CAD and able to support any fire or law agency in the county.	In place/Ongoing.



Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
7.4 Quality Improvement Data Reporting.	Comprehensive electronic data system must be fully comprehensive & capture & report complete & integrated information on all EMS system activities beginning with the receipt of a request for service & up to & including transport & arrival information.	Completed.
7.5 Financial Statement Reporting.	<p>Shall ensure the personnel comply with field reporting requirements, including accuracy &amp; completeness of reports.</p> <p>Will assume the cost of integrating the medical reporting system.</p> <p>Shall publish, at least quarterly, an accounting of revenues &amp; expenses incurred with the EOA in a format approved by the County Contract Manager. [Refer to Section 10.11 of the 2<sup>nd</sup> Amendment]</p> <p>Annual cash flow &amp; income statements shall be provided within 90 days of end of the fiscal year. External audit and certification by CPA.</p> <p>The annual statements audited &amp; certified by an external CPA at R/M's expense.</p> <p>R/M shall comply with such other reasonable, miscellaneous financial reporting requirements as may be specified by the County, at R/M expense.</p> <p>Shall submit monthly reports of all complaints received &amp; their appropriate disposition/resolution.</p> <p>Shall provide a data reporting application for near real-time evaluation of performance &amp; response time data as specified by the County.</p> <p>System shall enable web-based access by the County, first response agencies &amp; other as authorized by the County.</p> <p>Shall provide standardized reports to the County &amp; to the fire departments with the standards established by the County.</p> <p>Will collaborate with the County &amp; first response agencies to provide routine &amp; ad hoc.</p>	<p>Not completed/Missing reports.</p> <p>To be determined.</p> <p>Not completed.</p> <p>Due September 30, 2012.</p> <p>Due September 30, 2012.</p> <p>To be determined.</p> <p>Ongoing</p> <p>In place/Ongoing.</p> <p>Not completed/Need to provide to fire departments.</p> <p>Not completed/Need to provide to fire departments.</p> <p>Ongoing.</p> <p>Not completed.</p> <p>Not completed.</p> <p>Not completed.</p> <p>Not completed.</p> <p>In place/Ongoing.</p> <p>In place/Ongoing.</p> <p>In place/Ongoing.</p> <p>To be determined.</p>
7.6 Service Complaints.		
7.7 Performance Data and Reporting.		
7.7.1 Standardized Reports.		
7.7.2 Surveillance Data Evaluation.		
7.7.3 County Access.		
7.8 Dynamic Data Presentation.		
7.9 Secured Compliance Website.		

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
7.10 Public Data and Reporting.	To the greatest extent possible, shall maintain transparency in the operations of its services.	<b>Not completed.</b>
7.11 Patient Care Records.	<p>Shall publicly report all performance &amp; public financial data on its publicly accessible website.</p> <p>PCRs must be completed for all patients for whom care (including assessment), is rendered at the scene, regardless of whether the patient is transported.</p> <p>Shall pay a portion of annual cost of maintaining the EMS Patient Care Data System program, payment include in annual franchise fee.</p> <p>PCR must be delivered to the County Contract Manager or Medical Director on reasonable demand.</p>	<p><b>Not completed.</b></p> <p>Ongoing.</p> <p>In place/Ongoing.</p> <p>In place/Ongoing.</p>
7.11.1 Prehospital Data Collection System.	Shall participate in Prehospital Data Collection System in accordance with County standards.	Ongoing.
7.11.2 Data Capture.	Shall coordinate data capture with County Communications to identify total number of patients assessed, total number of patients treated; total number of patients transported by ambulance; total number of patients not transported.	In place/Ongoing.
8.1 Integration.	PCRs should clearly identify those instances when 2 or more patients are transported in the same ambulances.	In place/Ongoing.
8.1.1 First Response by Rural/Metro.	Shall ensure first responder integration to improve clinical patient care: overall system efficiency; the cost effectiveness of the EMS system consistent with the terms of Exhibit J.	<b>Not completed.</b>
8.1.2 Incident Command System.	R/M shall provide first response, patient care, transportation services & incident management until the appropriate public safety responder having investigative authority arrives on scene.	In place/Ongoing.
8.2 Subcontractors.	Shall fully & actively adhere to the ICS & Personnel Accountability System as adopted by the County in addition to SEMS & NIMS.	<b>Not completed.</b>
8.3 Billing Supply, Inventory, and Restock.	Has elected not to subcontract with any particular local agency.	To be applied as required by the agreement.
	Will provide on the spot, one-for-one replacement of both consumable & disposable medical supplies.	In place/Ongoing.
	Participate in exchange of basic durable medical supplies on-scene.	In place/Ongoing.
	Will include disposable medical supplies & personal protective supplies as authorized by the County.	In place/Ongoing.
	Shall coordinate supply & inventory changes with first responders through the Prehospital Providers Advisory Committee & the EMS Section of Fire Chiefs Association prior to implementation following approval by the County.	In place/Ongoing.
8.4 Return to Station.	In any situation in which fire agency personnel assist during transport to the hospital, R/M shall provide or arrange within reasonable time period, return transportation to the fire station for those personnel.	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
8.5 Paramedic & EMT Training Program Support.	Shall provide in-service & joint EMS training for first responders	Not Completed
9.1 Personnel.	Will support the recruitment & retention of a highly qualified staff. Ensure employees meet the County's standards. Adhere to the terms of Exhibit K.	In place/Ongoing. In place/Ongoing. Not completed.
9.2 Minimum Employment Requirements.	Ensure quality, employee-driven programs in the organization. Background check will be reportable to the County & shall be paid for by R/M. Possess current licenses/certification as required by Santa Clara County & the State of California. Possess a current State of California driver license with ambulance certificate & a driving history that meets R/M standards. Pass a standard physical ability evaluation.	Not completed. In place/Ongoing. In place/Ongoing.
9.3 Incumbent Personnel Solicitation.	Pass a State of California Department of Justice & Federal criminal background check. Pass a drug & alcohol screen.	In place/Ongoing. In place/Ongoing. In place/Ongoing.
9.4 County Credentialing Required.	Employment guarantee for qualified incumbent paramedics and EMTs. Compensation & benefits.	Completed.
9.5 Initial Deployment Plan.	County credentialing of EMTs, paramedics and Field Supervisors. Background state & federal checks reportable to the County. Deployment plan implementation. Refer to Exhibit L.	In place/Ongoing. Completed.
9.6 Salary and Benefits.	Shall provide employees with competitive salary, access to healthcare benefits (including medical, dental, & vision) & access to retirement program options.	Ongoing.
9.7 Recruitment and Retention.	Implement an aggressive recruitment & retention program. Establish priority hiring programs with Santa Clara County EMT & paramedic training programs.	In place/Ongoing. Not completed.
9.8 Personnel Preference by County.	Left blank intentionally.	To be applied as required by the agreement.
9.9 Field Management and Supervision.	Three on-duty accredited field supervisors at all times. Selection process to include the County and the EMS Section of the SCCFCA. All field supervisors to be certified Ambulance Strike Team Leader within one year of agreement execution.	Completed/Ongoing. Completed/Ongoing. Not completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
9.10 Operational Area Ambulance Coordinator Support.	When requested, provide resources to the County in assisting with completing the duties of the Medical Health Operational Area Coordinator.	Ongoing.
9.11 Employee Uniforms.	Shall be responsible for assisting the County in central routing of patients from the field to the hospital (or other location) in times emergency or during Level 3 MPMP activations. Will participate & coordinate routine exercises in support of these functions under the direction of the County.	Ongoing.
9.12 Health and Wellness.	Shall provide uniforms to its personnel providing services under the Agreement which are distinctive from all other ambulance providers clearly identifying such personnel as SCC EMS. All uniforms must only display County-approved insignia. Shall develop & implement a Health & Wellness Program for all employees. Program shall provide for preventative health; injury reduction & prevention; mental & physical wellness.	Ongoing. In place/Ongoing.
9.12.1 Immunizations.	Shall set forth a program consistent with the program set forth in Exhibit K.	In place/Ongoing.
9.12.2 Priority Prophylaxis.	Shall provide all personnel with Hepatitis A, Hepatitis B & annual influenza inoculations at no cost.	Ongoing.
9.12.3 Substance Abuse.	Shall provide a minimum of 14 days supply of antibiotics, as identified in the Santa Clara County Pandemic Influenza Plan, for all employees & their families.	In place/Ongoing.
9.13 Workforce Diversity.	Rural/Metro shall maintain a drug & abuse free workplace Shall follow a comprehensive EEO program that is consistent with the County's Policy on Diversity.	Ongoing.
10.1 Financial Management.	Will implement a diversity recruitment program to ensure that workforce reflects the diverse communities it serves. Revenue will be collected for patients that are transported from 9-1-1 system responses in accordance with a County-approved billing & fee schedule found in Exhibit M.	Not completed.
10.2 Billing System.	Will charge according to the charges in the fee schedule. Shall receive no compensation from the County or cities for providing the Services und this agreement. Will process the billing & collections for services provided under the Agreement.	In place/Ongoing. In place/Ongoing.
10.3 User Fees.	Shall operate a billing program which will link with the County's CAD and with R/M's ePCR system. Patients will receive local as well as a toll free telephone numbers to the R/M office. Will charge no more than amount identified in Exhibit "M". THIS SECTION AMENDED.	In place/Ongoing. In place/Ongoing. In place/Ongoing.
		Per 3 <sup>rd</sup> Amendment to the Agreement 03/13/12.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
10.4 Fee Increases.	Left blank intentionally.	Left blank intentionally.
10.4.1 Fee Increase for Cause.	Petition for rate increase for cause.	Left blank intentionally.
10.4.2 County Assistance.	Left blank intentionally.	Left blank intentionally.
10.5 Informed Consent for Ambulance Transportation.	Personnel shall comply with all applicable federal, state, local laws, regulations, & policies to obtaining informed legal consent. Patients that do not present a condition which requires immediate need of ambulance transportation to an emergency department shall be provided a pricing schedule, where appropriate. Pricing schedule will include applicable disclaimers related to insurance coverage, additional costs, etc.	In place/Ongoing.
10.6 Non-Ambulance Transport Requirements.	R/M shall not encumber ambulance transportation for patients that are not in immediate need of transportation by ambulance. Upon approval by the County, R/M shall develop & implement various non-ambulance transport options in need of non-emergent transportation. Upon approval by the County, R/M will implement a Resource Access Program (RAP).	Not Completed.
10.7 Collections.	Shall take reasonable & prudent measures to collect bills from patients that received authorized services. No collections will take place at the time of service.	In place/Ongoing.
10.8 Billing Waivers for Impoverished, Conserved & Vulnerable.	Shall establish a procedure that allows for the patient or responsible party to make a payment arrangement. Such patients must fill out a "Financial Statement" form. Billing Manager will review the form & assess an appropriate & acceptable monthly payment arrangement. All information relating to financial hardship requests shall be kept confidential. Will use a two-layer audit process to ensure integrity.	In place/Ongoing.
10.9 Billing Audits.	Billing Department supervisors shall perform monthly paper & customer service phone line audits to ensure that all claims are recorded; all reports balance; & customers receive the highest level of service. R/M's Corporate Office shall conduct separate but similar audits as an external review.	In place/Ongoing.
10.10 Patients' Bill of Rights.	R/M's Corporate Office shall perform audits to ensure billing practices remain compliant with all Sarbanes Oxley requirements. County approval of a Patient's Bill of Rights.	To be determined.
		Under development

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
10.11 Lockbox.	THIS SECTION AMENDED. Per 2 <sup>nd</sup> Amendment to the Agreement 06/21/11.	Not Applicable.
10.11 Bank Accounts	Shall process revenues for ambulance services under this agreement.	In place/Ongoing.
10.11.1 Revenue Collection Accounts.	All monies collected by R/M from fees for ambulance services under agreement shall be deposited in an account with JPMorgan Chase.	In place/Ongoing.
10.11.2 Control Accounts.	Provide County security interest in all monies deposited. R/M to fund cost of maintaining account.	In place/Ongoing.
10.11.3 Operational Accounts.	R/M to provide monthly, quarterly & yearly financial reports.	In place/Ongoing.
11.1 Insurance.	Shall obtain & provide insurance as set forth in Article XI.	In place/Ongoing.
11.2 Types of Insurance.	Left blank intentionally.	Left blank intentionally.
11.2.1 Automobile Liability.	Combine single limit for bodily injury & property damage of not less than \$2 million for each occurrence & \$5 million aggregate limit.	In place/Ongoing.
11.2.2 Commercial General Liability.	Insurance covering bodily injury (including death), personal injury & property damage, with a limit of not less than \$5 million for each occurrence & a \$5 million aggregate limit. Coverage shall include premises & operations, personal injury liability, & severability of interest.	In place/Ongoing.
11.2.3 Professional Liability.	Shall maintain Professional Liability insurance covering bodily injury, with limit of not less than \$5 million for each occurrence & a \$5 million aggregate limit.	In place/Ongoing.
11.2.4 Workers' Compensation.	Coverage required herein shall be maintained for a minimum of 2 years following termination or completion of this Agreement. Shall carry Workers' Compensation Insurance to cover obligations imposed by federal & state statutes for all employees who are subject to this Agreement, including broad all-states coverage; and Employer's Liability Insurance with a limit of not less than \$1 million per occurrence.	In place/Ongoing.
11.3 Primary Insurance.	R/M's insurance shall respond first as it relates to bodily injury or property damage caused by R/M in the performance of its services.	In place/Ongoing.
11.4 Evidence of Coverage.	Shall furnish to the County Certificates of Insurance issued by Rural/Metro's insurer as evidence that the coverage. Is placed with reasonably acceptable insurers.	In place/Ongoing.
	Is detailed on the Certificates as specified in this Agreement;	In place/Ongoing.
	Is in full force and effect upon the commencement date of services.	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
11.5 Additional Insured.	Rural/Metro shall furnish to the County updated Certificates as policies are renewed. Individual endorsements executed by the insurance carrier shall accompany the certificate Shall include the following endorsement, a copy of which shall be provided to the County: "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."	In place/Ongoing.
11.6 Insurance Company Rating.	Insurance policies required under this Agreement shall have been issued by an insurance company having a financial rating of at least "A-, VI" by A.M. Best Company or better according to the A.M. Best Rating Guide as of the date the policy is issued.	In place/Ongoing.
11.7 Notice of Cancellation.	All coverage as required in this Article 11 shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days prior written notice of such cancellation or change being delivered to the County or its designated agent.	In place/Ongoing.
11.8 Waiver.	Waiver of recovery against the County for commercial general liability and for automobile liability policies.	In place/Ongoing.
11.9 Supplemental Insurance.	County, in its reasonable discretion, may require Rural/Metro to obtain additional coverage or increase the amount of any insurance Rural/Metro carries to the extent the coverage is reasonably and commercially available to Rural/Metro ("Supplemental Coverage"). County shall allow reasonable time for Rural/Metro's insurance broker to research the market availability of such required Supplemental Coverage.	In place/Ongoing.
11.10 Additional Insurance.	Rural/Metro may obtain additional insurance not required by this Agreement.	In place/Ongoing.
11.11 Reservation of Rights.	The County reserves the right, from time to time, to review Rural/Metro's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the County.	In place/Ongoing.
11.12 Cost of Insurance.	Rural/Metro shall, at its sole cost and expense, comply with the insurance requirements set forth above.	In place/Ongoing.
11.13 No Cap on Rural/Metro Liability.	The foregoing requirements as to the types and limits of insurance coverage to be maintained by Rural/Metro and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Rural/Metro pursuant to this Agreement, including but not limited to the provisions concerning indemnification.	In place/Ongoing.
11.14 Self Insurance.	Self insurance evidence of financial capacity. The County approval in writing. At such time as R/M may chose to self insure.	To be applied as required by the agreement.
11.15	Subcontractors are required to carry same insurance coverage or be covered by	To be applied as required by

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item		Action Items	Status
Subcontractor Insurance.		R/M's own policies.	the agreement.
12.1 Performance Bond.		Performance Bond. Issuing companies minimum rating.	In place/Ongoing. Expires: June 30, 2012.
12.2 Indemnification.		Indemnification of the County.	In place/Ongoing.
12.3 Letter of Credit.		THIS SECTION AMENDED.	In place/Ongoing. Per 2 <sup>nd</sup> Amendment to the Agreement 06/21/11.
13.1 Contract Administration.		Left blank intentionally.	Left blank intentionally.
13.1.1 Contract Manager		Designated by County Contract Administrator & shall manage the Agreement.	In place/Ongoing -- John Blain
13.1.2 Governmental and Public Affairs Liaison.		Full time Governmental and Public Affairs Liaison or equivalent.	In place/Ongoing -- Brian Hubbell
13.2 Compliance with County Standards.		Comply with County Ordinance Code and with associated Ambulance PeR/Mit regulations.	Ongoing.
14.1 Material Breach.	14.1.1	Left blank intentionally.	To be applied as required by the agreement.
	14.1.2	Left blank intentionally.	To be applied as required by the agreement.
	14.1.3	Left blank intentionally.	To be applied as required by the agreement.
	14.1.4	Left blank intentionally.	To be applied as required by the agreement.
	14.1.5	Left blank intentionally.	To be applied as required by the agreement.
	14.1.6	Left blank intentionally.	To be applied as required by the agreement.
	14.1.7	Left blank intentionally.	To be applied as required by the agreement.
	14.1.8	Left blank intentionally.	To be applied as required by the agreement.
	14.1.9	Left blank intentionally.	To be applied as required by the agreement.
	14.1.10	Left blank intentionally.	To be applied as required by the agreement.
	14.1.11	Left blank intentionally.	To be applied as required by the agreement.
	14.1.12	Left blank intentionally.	To be applied as required by the agreement.



Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
	14.1.13 Left blank intentionally.	the agreement.
	14.1.14 Left blank intentionally.	To be applied as required by the agreement.
	14.1.15 Left blank intentionally.	To be applied as required by the agreement.
	14.1.16 Left blank intentionally.	To be applied as required by the agreement.
	14.1.17 Left blank intentionally.	To be applied as required by the agreement.
	14.1.18 Left blank intentionally.	To be applied as required by the agreement.
	14.1.19 Left blank intentionally.	To be applied as required by the agreement.
	14.1.20 Left blank intentionally.	To be applied as required by the agreement.
14.2 Declaration of Material Breach.	Left blank intentionally.	To be applied as required by the agreement.
14.3 Remedies.	THIS SECTION AMENDED.	To be applied as required by the agreement.
14.3.1	THIS SECTION AMENDED.	Per 2 <sup>nd</sup> Amendment to the Agreement 06/21/11
14.4 Lame Duck Provision.	Left blank intentionally.	Per 2 <sup>nd</sup> Amendment to the Agreement 06/21/11
14.4.1	Left blank intentionally.	To be applied as required by the agreement.
14.4.2	Left blank intentionally.	To be applied as required by the agreement.
14.4.3	Left blank intentionally.	To be applied as required by the agreement.
15.1 Incorporation of Exhibits.	The Agreement incorporates each of the Exhibits.	Deliverables identified in the Exhibits.
15.2 Amendments.	The Agreement may be amended by mutual agreement of the Parties in writing, subject to County or Board of Supervisors approval when required.	To be applied as required by the agreement.
15.3 Notices.	Left blank intentionally.	To be applied as required by the agreement.
15.4 Assignment.	Shall not assign any portion of this Agreement with first obtaining written consent from the County.	To be applied as required by the agreement.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
15.5 Product Endorsement/Advertising	Shall not use the name of the County of Santa Clara or the County EMS Agency for endorsement of any commercial products or services without the expressed written permission of the County.	To be applied as required by the agreement.
15.6 Governing Law and Venue.	Left blank intentionally.	To be applied as required by the agreement.
15.7 Entire Understanding.	Left blank intentionally.	To be applied as required by the agreement.
15.8 Attorneys' Fees.	Left blank intentionally.	To be applied as required by the agreement.
15.9 Policies and Procedures.	Left blank intentionally.	To be applied as required by the agreement.
15.10 Fair Market Value.	Left blank intentionally.	To be applied as required by the agreement.
15.11 Policy Acknowledgement.	Left blank intentionally.	To be applied as required by the agreement.
15.12 Covenant of Further Assurances.	Left blank intentionally.	To be applied as required by the agreement.
15.13 Waiver.	Left blank intentionally.	To be applied as required by the agreement.
15.14 Performance Guarantee.	Guaranty executed by R/M Corporation: Refer to Exhibit N.	Executed on December 14, 2010
<b>EXHIBIT A - DEFINITIONS</b>		
Definitions.	Left blank intentionally.	Left blank intentionally.
<b>EXHIBIT B - COMMUNICATIONS</b>		
Medical Radio Dispatching	Factor in Rural/Metro's ambulance deployment plan	In place/Ongoing.
Computer Aided Dispatch (CAD)	IS hardware, software, personnel capable of receiving and processing requested data. Monitor system stability and resolve system failures in a mutually agreed upon timeframe.	In place/Ongoing.
Dispatch Operations Support Services Liaison	Designate Communications Liaison POC for the County Communications Support Services Liaison.	Rose Marino, Supervising Communication Dispatcher.
Mobile Radio Requirements	Designated Rural/Metro Liaison to County Communications	Brian Hubbell, Operations Manager.
	Appropriate mobile radios installed in each ambulance and each supervisor	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
	vehicle. Maintain cache of five spare mobile radios at County Communications. Implicit: prior to the commencement of agreement. And on-going.	In place/Ongoing.
Portable Handheld Radio Requirements	Each crew member assigned an appropriate portable radio. Ensure effective transmission and reception to/from each fixed station and HQ Implicit: prior to the commencement of agreement. And on-going. Minimum cache of five (5) spare radios for repair purposes. Maintain five caches of six portable radios each for use within the EMS System. Each EMS Supervisor Vehicle on duty shall contain a radio cache.	In place/Ongoing.
Mobile Data TeR/Minials (MDT)/Mobile Digital Computers (MDC)	Install mobile data teR/Minials/computers in each ambulance and each field supervisor vehicle. Provide and install MDT/MDCs in 5 EMS Agency emergency response vehicles.	Completed. In place/Ongoing. 3 installed.
Global Positioning System (GPS) Automatic Vehicle Location (AVL) Requirements	GPS/AVL (MARVLS) in each ambulance & field supervisor vehicle.	In place/Ongoing.
Telephone, Tone and Voice Pager Requirements	Redundant unit alert capabilities. Phone line at each ambulance station, HQ, etc. Personnel carry (minimum) one-way UHF analog tone & voice pager.	In place/Ongoing.
Contractor Operations-Specific Requirements	Dynamic system status management/standards of coverage plan are implemented and functional before. Manage dynamic system deployment during times of system surge.	Ongoing.
	Personnel recall system.	Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
<b>EXHIBIT C - COMMUNITY ENHANCEMENTS</b>		
Community Enhancements	Agrees to build positive relationships with its customers, including addressing significant differences, if any, in different customer groups or market segments.	In place/Ongoing.
	Share recognition with all stakeholder of the Santa Clara County EMS System in public relations & education efforts.	Not Completed.
	Will participate in any community events initiated by EMS System partners in the County.	In place/Ongoing.
Education Requirements	Educational schedule; Semi-annual (every six months).	Not Completed.
	CPR/AED training; Semi-annual (every six months).	Not Completed.
	Continue previous provider's programs.	Not Completed.
	Recommendations on which existing programs to continue or modify. "...after a review of the services that are offered."	Not Completed.
	Medic event to support each quarterly public education campaign.	Not Completed.
	Participation in community planned events.	In place/Ongoing.
	Prevalent health issues in specific communities; Multi-lingual presentations.	Not Completed.
Santa Clara County EMS Foundation	Establish SCC EMS 501(c) 3 Foundation.	Not Completed/Under development.
Public Access Defibrillation (PAD) Program	Expand and augment PAD program.	Not Completed/Due December 31, 2011.
	Establish "Santa Clara County EMS Project Heart Beat.	Not Completed.
	Separate website.	Not Completed.
	24-hour CISM for PAD users	Not Completed.
	Ongoing readiness checks of AEDs by site liaisons.	Not Completed.
School Programs	Outreach education to local schools re: EMS System.	Ongoing.
	Participate in the Every 15 Minutes program, career and health fairs.	Ongoing.
Community Education Schedule	Annual community education plan.	Not Completed.
Customer Hotline	Consumer Access Hotline. Publish in telephone directories and website. Process.	In place/Ongoing.
	Tracking reported monthly to County.	In place/Ongoing.
Outreach via Social Media	Public education via social media. Publicize key events.	In place/Ongoing.
	SCC EMS Safety blog.	Not Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Patient Satisfaction Program	Customization of "Vital Signs" with input from County & fire agencies. Monthly review.	Not Completed.
Customer Inquiries	Monthly customer surveys mailings and reviews.	In place/Ongoing.
	Customer complaints; logging and tracking.	In place/Ongoing.
	Monthly report of the log to County.	In place/Ongoing.
	Use internally for training/improvement.	In place/Ongoing.
	Report of complaints and outcomes monthly to the County	In place/Ongoing.
	R/M management review/analysis of monthly Customer Inquiry Report.	In place/Ongoing.
<b>EXHIBIT D - RESPONSE TIME REQUIREMENTS</b>		
Response Time Requirements.	Left blank intentionally.	Left blank intentionally.
<b>EXHIBIT E - DAMAGES FOR NON-COMPLIANCE WITH OTHER STANDARDS</b>		
Damages for Non-Compliance with Other Standards.	Left blank intentionally.	Left blank intentionally.
<b>EXHIBIT F - FLEET &amp; EQUIPMENT REQUIREMENTS</b>		
Ambulance Specifications	Ambulances will be custom-designed and identically configured	In place/Ongoing
Clinical Care Equipment	Vehicles stocked and equipped as per County standards/policy.	In place/Ongoing
Equipment Maintenance	DME preventative maintenance; logs for life of all equipment.	In place/Ongoing
Medical Supply Warehousing	Centralized medical supply warehouse.	In place/Ongoing
	Single channel distribution. RFID from OATSystems.	Not Completed.
	Storage space for EMS System resources.	In place/Ongoing
Supervisor Vehicles	Nine specified supervisor vehicles, each Flex Fueled.	In place/Ongoing
	Radios and other communications equipment	In place/Ongoing
	Work stations – for command situations	Not Completed.
	Clinical care equipment and supplies.	In place/Ongoing
Fleet Security	Place safeguards at each site to deter vandalism/theft.	Not Completed.
	Privacy Chain Link Fencing around parking areas.	Not Completed.
	Access cards to each property.	Not Completed.
	Lock boxes (County accessible) that requires access cards to remove keys.	Not Completed.
	Security cameras on each site.	Not Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
	GPS locators on each ambulance.	Not Completed.
Vehicle Safety Systems	All facilities safety, modern, & clean. Records of monthly facility checks.	Not Completed.
Patient and Attendant Restraint Systems	Vehicle video cameras, recording activated by G-force and by RLS.	In place/Ongoing.
	Seatbelt use. Five-point harness.	In place/Ongoing.
	Safety Nets over cabinets and end of bench seat. Equipment securing. Sliding doors on compartments.	Not Completed.
Pediatric Restraint Systems	Secure seating for children and Five-point harness for pediatric patients.	In place/Ongoing.
Fleet Maintenance	Follow the fleet maintenance schedule documented on pages 4 & 5 of Exhibit F.	In place/Ongoing.
Field-Level Maintenance	Compete a comprehensive daily vehicle inspection report for each ambulance before it is put into service.	In place/Ongoing.
	Crew shall log any concerns on a Pre-Trip Inspection Form	In place/Ongoing.
<b>EXHIBIT G - GREEN / CARBON FOOTPRINT PROVISIONS</b>		
Green / Carbon Footprint Provisions	Environmentally responsible decisions.	Plan submitted on 04/19/12. Under review.
	Implement Environmental Responsibility Plan	Plan submitted on 04/19/12. Under review.
	Provide during New Employee Orientation Program	Not Completed.
Environmental Responsibility Plan	Designated Green Officer.	In place/Ongoing.
	Office Practices.	Plan submitted on 04/19/12. Under review.
	Cleaning Practices.	Plan submitted on 04/19/12. Under review.
	Fleet Practices.	Plan submitted on 04/19/12. Under review.
<b>EXHIBIT H - EMS QUALITY IMPROVEMENT</b>		
County Clinical Provisions & Medical Oversight	Provide County with a clinical program that achieves contemporary benchmarks of clinical excellence in progressive & sustainable fashion.	Not Completed.
Medical Review / Audits	Inter-agency CQI performance evaluations	Not Completed.
Demonstrable Progressive Clinical Quality Improvement Program	Medical audits drive continuous quality improvement.	Not Completed.
	Audit of critical skills	Not Completed.
	Three full-time clinical staff members.	In place/Ongoing.
	Integrated training & CQI departments	Not Completed.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
LiveQA Initiative	Comprehensive EMS data system	Not Completed.
CQI Program Overview	Clinical Manager experience in Prehospital CQI and education. Sixteen hours CE annually.	In place/Ongoing.
Prospective QI	LiveQA Initiative. Quality Improvement Committee Employee access via secure website. NEOP: EMS System QI plan. Field personnel attend updates on SCC protocols & policies. Become CE provider. QI program supported by four full time employees.	Completed.
Concurrent QI	Daily monitoring of medical control. CE opportunities. FTOs as mentors. 100 % low-frequency/high-risk skill. Job Well Done award. Random audits of PCRs. Participate in research projects. Audit vs the Standard of Care.	Not Completed.
Retrospective QI	Coordinate with hospital QI. SCC EQIP – clinical indicators monthly reports. Training and Education via four channels. New Employee Orientation Program includes the items listed on page 11 of Exhibit H. For new EMTs entering the ALS system. Orientation sessions: FTO evaluations of new employees.	To be determined.
Internal CQI Process	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
External CQI Process	"TargetSafety" system: 24/7 web-based training. Electronic training, certification, etc. records.	To be determined.
Clinical Quality Indicators & Monitoring	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Clinical Education & Training	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
New Employee Orientation Program	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Paramedic Partner Program	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Orientation to Santa Clara County EMS System	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Field Training Officer Program	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Continuing Education for First Responder & Ambulance Crews	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Joint EMT/Paramedic Education	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
24/365 Online Educational Opportunities	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
Training Data Management	Fire agency training personnel training materials every other month. Mobile training vehicle. Quarterly joint in-class training. Strategic Quality Plan. Clinical & Operational.	To be determined.
<b>EXHIBIT I - TECHNOLOGY, DATA, AND REPORTING REQUIREMENTS</b>		
MARVLIS AVL System	MARVLIS AVL System AVL backbone for fire and law agencies to use.	In place/Ongoing

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
MARVLIS Client Mobile Data Terminal		In place/Ongoing
MARVLIS Server		In place/Ongoing
MARVLIS Impedance Monitor		In place/Ongoing
MARVLIS Demand Monitor		In place/Ongoing
MARVLIS Deployment Monitor		In place/Ongoing
Patient Care Records	Participate in Prehospital data collection system. Mandatory fields. ImageTrend & TapChart	In place/Ongoing
Customizable Layouts Integration with Monitors	Service Bridge.	In place/Ongoing
Vehicle Area Network	Vehicle Area Network ePCR data warehouse at location specified by County. County secure access to ImageTrend & FirstWatch systems. EMTrack System	Not completed. Not completed. In place/Ongoing EMTrack no longer in use by the County.
Performance Data and Reporting	Use FirstWatch.	In place/Ongoing
FirstWatch Performance Dashboards	FirstWatch Dashboard. Specified features for County use.	In place/Ongoing
FirstWatch Syndromic Surveillance	FirstWatch Real-Time Early Warning System. Synchronizes with PHD Essence Surveillance software. Data for retrospective analysis. Integrate and merge hospital data along with dispatch data.	Not completed. Not completed. Not completed. Not completed.
Electronic Data Reporting	Reference table Electronic Data Reporting on page 5 of Exhibit 1 for details of required data and their source systems.	In place/Ongoing
Data Reporting Capabilities	Reference table containing the Performance Reporting Requirements on pages 5 & 6 of Exhibit 1.	In place/Ongoing
<b>EXHIBIT J - INTEGRATION OF FIRST RESPONDERS</b>		
Local Training	ACLS (or County approved equivalent) & PALS (or County approved equivalent) certification for all first response; County EMS Agency; & employees. Invite fire agency personnel participation in education and training, at least quarterly.	Not Completed. Not Completed.
Mobile Training Van	EMT recertification & education free training materials. Every other month on 24 month cycle. Out of service ambulance used on a rotating schedule.	Not Completed. Not Completed. To be determined/Not Completed.



Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
	Custom programs.	<b>To be determined/Not Completed.</b>
24/365 Web Training.	24-hour web education for those using the "TargetSafety" system.	In place/Ongoing.
Student Ridealongs & Preferred Placement	Ride-a-long services for local EMT & paramedic training programs.	In place/Ongoing.
Joint Special Events Team	Preferential placement to students of County approved programs, fire department personnel or County permitted ambulance provider.	Proposal due 09/30/12 - Nothing submitted.
Firefighter Rehab Support:	Joint Special Events Team.	In place/On going.
Negotiated Discounts	Rescuer rehab at second alarm fires or other incidents.	<b>Not Completed.</b>
	Provide negotiated discounts on supplies and equipment to the County and to first responder agencies.	<b>Not Completed.</b>
	Efficient and convenient purchasing process.	<b>Not Completed.</b>
<b>EXHIBIT K - EMPLOYEE &amp; WORKFORCE PROVISIONS</b>		
Incumbent Personnel Solicitation		Completed.
County Credentialing Required		Completed/On going.
Pre-Screening of Employees	State and federal background check reportable to the Santa Clara County EMS Agency.	In place/On going.
Lifting Technique Training	Comprehensive Back Safety and Injury Prevention program for all employees during orientation and those who return to work following an injury.	In place/Ongoing.
Hazard Reduction Training	Training and Policies & Procedures. Specific minimum listing.	In place/Ongoing.
Salary & Benefits	Meets or exceeds incumbent's. Competitive. Average meets or exceeds incumbent's.	In place/On going
Health, Dental & Vision Benefits	Health, HAS, Dental, Vision.	In place/On going
Vacation, Sick Time & Holidays	Vacation accrual schedule. Sick time. Holidays	In place/On going
Bereavement & Leaves of Absence	Provide	In place/Ongoing.
Employee Assistance Program	Provide	In place/Ongoing.
Tuition & Certification Reimbursement	Reimbursement program. Continuing Education hours offered.	In place/Ongoing.
Paramedic Scholarships	Two scholarships annually.	In place/Ongoing.
Life Insurance	Provide	In place/On going
Short & Long Term Disability	Provide	In place/On going
401(k) Savings Plan	Provide	In place/On going

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Recruitment and Retention	Support for local EMS training programs. Preferred placement for graduates. If first responder agencies have interest: cooperative recruitment and hiring program.	In place/Ongoing. In place/Ongoing.
Diversity Outreach Opportunity & Recruitment Program (DOOR)	Comprehensive Equal Employment Opportunity (EEO) program. Adhere to the County of Santa Clara's Policy on Diversity.	Not Completed/Due December 31, 2011
Supervisory & Management Personnel Screening	Partnership with local Santa Clara County organizations, support their initiatives and solicit their participation in recruitment events.	Due December 31, 2011
Education & Training	Innovative ideas, a willingness to work as a team, and a deep sense of community partnership and support.	Not Completed.
New Hire Orientation Program	New Employee Orientation Program. Continuing education. Field exercises.	In place/Ongoing.
Transitional Training	Become/Maintain Continuing Education Provider certification.	In place/Ongoing.
Orientation to Santa Clara County EMS System	Provide Four (4) hour EMS System Update prior to June 1, 2011. Accreditation and orientation for all new paramedics.	Completed.
Driver Training	Assist County in providing EMS System orientation, etc.	In place/Ongoing
Incident Command System Training	Ongoing driver training program with integral mapping training.	In place/Ongoing
WMD Training	Refresher training shall be completed every two years.	Due June 2013
Infection Control Training	Refresher training shall be completed every two years.	Due June 2013
Critical Incident Stress Management (CISM) Training	ICS; SEMS; NIMS & other required training prior to start of field service. CBRNE (AWR-160) training.	In place/Ongoing In place/Ongoing
Backgrounds Checks	In county on-call infection control officer available 24/7.	In place/Ongoing.
	CISM training for field supervisors, other interested parties. Internal CISM team available as a resource to first responders and other system stakeholders.	Not Completed.
	All contractors and employees. Reportable to County.	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Public Trust Positions and Key Personnel	Upon request; all key management personnel to complete Public Trust Position declarations. Replacement personnel of equal or superior qualifications. County and fire agencies involvement in selection process.	TBD
Field Management and Supervision	EMS Field Supervisors participation in daily EMS Duty Chief briefing.	In place/Ongoing.
General Provisions	Build rapport through shared training, community service and extracurricular activities.	In place/Ongoing.
	All employees thoroughly oriented to the system; follow all company procedures; ICS & SEMS.	Not Completed.
	Field personnel, managers, supervisors, EMTs, paramedics: adhere to ICS or County instructions regarding on-scene operations as applicable.	In place/Ongoing.
	Operations Manager available 24/365.	In place/Ongoing.
	Work with County re: credentialing for specific functions within NIMS.	In place/Ongoing.
Two-Way Communication	Multiple avenues for encouraging, gathering, feedback on and acting on EE improvement suggestions.	In place/Ongoing.
Employee Recognition	"Job Well Done" program.	In place/Ongoing.
	Host quarterly events for employees and first responders.	In place/Ongoing.
	Local business discounts.	In place/Ongoing.
	Provide	In place/Ongoing.
Pathways for Advancement	Twice annually EE health and wellness fair: BioMetric Health Screenings. Safe and healthy work environment.	Not Completed.
Safe and Healthy Work Environment	Health & Wellness Committee: Employees, County, fire department personnel.	Not Completed.
Health & Wellness Immunizations	List of basic immunizations for field employees.	In place/Ongoing.
	Annual TB testing for clinical employees.	In place/Ongoing.
	Comply with OSHA and NFPA PPE.	In place/Ongoing.
Personal Protective Equipment (PPE)	Annual N-95 respirator fit testing.	In place/Ongoing.
	Zimek Sterilizing System.	In place/Ongoing.
Ambulance & Equipment Sanitation	Available to fire departments.	In place/Ongoing.
	Following programs as described in Exhibit K:	In place/Ongoing.
Injury Reduction and Prevention	Provide	In place/Ongoing.
Safe Lifting Program - the BACKPAK	Annual facility inspections	In place/Ongoing.
Facility Inspection Process	Monthly safety message.	In place/Ongoing.
Monthly Safety Briefings	Provide	In place/Ongoing.
Health Savings Accounts	Provide	In place/Ongoing.
Employee Assistance Program (EAP)	Three field personnel plus each field supervisor.	In place/Ongoing.
Critical Incident Stress Management (CISM)		In place/Ongoing.
Lunch & Learn Session	Quarterly courses that promote wellness.	In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Nutrition & Physical Fitness	Shall provide employee with several benefits designed to encourage proper nutrition & physical fitness.	In place/Ongoing.
Annual Physicals	Encourage employees to undergo an annual physical examination.	In place/Ongoing.
Deductible-Free Wellness Care	Provide (United Healthcare or Kaiser)	In place/Ongoing.
Physical Agility Assessments	New hire & Annual physical agility assessment for field employees. (Done by US Healthworks)	New Hire - in place/Annual
Access to Healthy Food	Storage and preparation.	Not Completed.
	Locally customized Calorie guide in each ambulance.	Not Completed.
	Healthy food options.	Not Completed.
	Provided to interested fire departments.	Not Completed.
Drug-Free Workplace Policies	Shall maintain policies to ensure employees are free from influence of alcohol & intoxicating drugs while on duty.	In place/Ongoing.
Drug/Alcohol Screening	Prior to hire. Work with Labor to establish testing procedures.	In place/Ongoing.
Substance Abuse/Drug Testing	Drug and alcohol screenings. Policies on drug and alcohol use. Employee Assistance Program. Closely track "Controlled Substances".	In place/Ongoing.
Controlled Substances	"Controlled Substances" policy and procedure. Narcotic diversion policy for approval by the County EMS Medical Director.	In place/Ongoing.
Staffing & Shift Schedules	Flexible work schedules.	In place/Ongoing.
	Dedicates full-time Human Resources Manager.	Human Resource Generalist
	Dedicated System Resource Scheduler.	In place/Ongoing.
	Fair rules for multiple-employer work hours to ensure safely rested EEs.	In place/Ongoing.
	Web-based scheduler software.	In place/Ongoing.
	Comply with California Wage & Hours laws.	In place/Ongoing.
	In addition to UHU, monitor all unit activity.	In place/Ongoing.
	Monthly workload reports to R/M management team and to County.	In place/Ongoing.
	Amend System Status Plan (SSP) as necessary to ensure responsible workload	In place/Ongoing.
	Threshold for 24-hour units is .40 UHU.	In place/Ongoing.
<b>EXHIBIT L - DEPLOYMENT PLANNING &amp; INITIAL PLAN</b>		
Deployment Planning & Initial Plan	Adherence to initial Deployment plan for initial two quarters of the contract period.	July 1, 2011 thru January 1, 2012. Initial plan modified on December 3, 2011.
	Deployment plan modifications; upon five days notification to the County.	Ongoing from January 1, 2012 through the remainder of the contract period.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Initial Deployment Plan	Initial Deployment Plan specifications: weekly Unit Hours & number of posting locations for night & for day plans.	Through December 31 2011. Changed on December 3, 2011.
Hard to Serve Areas (HSA) & HSA Waypoints	Update Deployment Plan accordingly upon HSA waypoint updates.	Ongoing upon annual updates.
Reasonable and Prudent Planning	<p>Shall be responsible for reasonable and prudent planning related to system deployment. This may include increasing unit hours as necessary.</p> <p>In the event that exemptions are requested, sufficient proof of reasonable &amp; prudent planning must be provided.</p>	<p>In place/Ongoing.</p> <p>In place/Ongoing.</p>
<b>EXHIBIT M - AMBULANCE BILLING AND USER FEES</b>		
Ambulance Billing and User Fees.	Contains defined user fees for start of the contract. THIS SECTION AMENDED.	Per 3 <sup>rd</sup> Amendment to the Agreement 03/13/12
<b>EXHIBIT N - PERFORMANCE GUARANTEE</b>		
Performance Guarantee.	Copy of Performance Guarantee to be completed by both R/M & the County.	Completed on December 9, 2010
<b>EXHIBIT O - EMS SYSTEM ENHANCEMENTS</b>		
Key Performance Indicators (KPIs)	<p>Use of KPIs to promote clinically sophisticated EMS care.</p> <p>Customer Service</p> <p>Response Performance</p> <p>Workforce Satisfaction</p>	<p>Monitor and track clinical indicators. Develop clinical KPI to incorporate clinical research.</p> <p>KPIs will be refined and adjusted to ensure continuous quality improvement.</p> <p>Track indicators tied to key areas of operation including.</p> <p>Customer surveys (300 per month)</p> <p>Total customer inquiries</p> <p>Community Service Hours</p> <p>Response times all levels</p> <p>Lost unit hours</p> <p>Workload &amp; Unit Hour Utilization</p> <p>Chute times</p> <p>Mutual aid</p> <p>Job Well Done recognition</p> <p>Career development: promotions</p>
		Not Completed.
		Not Completed.
		In place/Ongoing.
		In place/Ongoing.
		In place/Ongoing.
		Not Completed.
		Not Completed.
		Not Completed.
		In place/Ongoing.
		In place/Ongoing.
		In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item		Action Items	Status
Fleet Risk Management	DOOR (Diversity Outreach) presentations		Not Completed.
	Fleet Out of Service time		Not Completed.
	Percentage of claimants contacted within 48 hours of incident		Not Completed.
	Percentage of claims resolved within 90 days		Not Completed.
	Percentage of claims remaining unrepresented (not represented by attorney)		Not Completed.
	Percentage of claimants contacted every 90 days		Not Completed.
Internal Risk Management/Loss Control Program Required	Provide the system data and transparency required to identify and pursue areas of improvement		Not Completed.
	Notify the EMS Agency of all known legal judgments (including on-going litigation), actions or fines against Rural/Metro of California, Inc., sub-entities, or any of its officers or employees.		Not Completed.
	Develop & implement an aggressive loss control program		Not Completed.
	Formal policies & written procedures		In place/Ongoing.
	Designation of a Compliance Committee & Compliance Officer		Not Completed.
	Education & training programs		In place/Ongoing.
	Internal monitoring and reviews		In place/Ongoing.
	Responding appropriately to alleged misconduct		In place/Ongoing.
	Open lines of communication		In place/Ongoing.
	Discipline & accountability		In place/Ongoing.
	Full-time supply technician to troubleshoot equipment issues & facilitate the return of damage equipment/supply to vendors.		Not Completed.
	Ensures scheduled maintenance is performed.		Not Completed.
	Clinical Manager will manage communicable disease exposure program.		In place/Ongoing.
Clinical Manager will follow SCC, NIFPA & OSHA protocols.		In place/Ongoing.	
Review employee injuries and communicable disease exposures.		In place/Ongoing.	
Records of employee immunizations & health screenings.		In place/Ongoing.	
Liaise with County, PHD & first responders for patient follow up.		In place/Ongoing.	
Maintain directories of designated Infection Control Officers.		In place/Ongoing.	
Provide contact and tracking information.		In place/Ongoing.	
Field employee will participate in the Internal Equipment Committee & the Safety Committee.		In place/Ongoing.	
Safety Committee to meet bi-monthly.		In place/Ongoing.	
Work-Related Injuries/Exposures	Ensure that all injuries & infectious disease exposure will be reported to on-duty supervisor & then human resources department.		In place/Ongoing.
	Human resources to follow comprehensive reporting, treatment & follow up structure.		In place/Ongoing.

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
	Engage the services of an occupational injury specialist & medical group to provide high quality care.	In place/Ongoing.
	Clinical Manager will follow up and review each claim & treatment course to ensure proper handling from each of the medical providers.	In place/Ongoing.
Damage, Loss & Theft of Property (Non-Auto)	Standardized form for documentation & reporting to be used to document, investigate & when necessary, report to insurance carrier.	In place/Ongoing.
	Completed forms to be kept in employee personnel file & in the Claims/Risk Management Office.	In place/Ongoing.
Damage, Loss & Theft of Auto Property	Documentation of caused/discovered damage, loss or theft of specific form	In place/Ongoing.
	Additionally, an "Employee Vehicle Accident/Industrial Incident Damage Report" shall be completed.	In place/Ongoing.
	Additionally, a "Supervisor's Vehicle Accident/Industrial Incident Investigation Report" shall be completed.	In place/Ongoing.
	Accident Review Committee - Shall use the forms in their investigation.	In place/Ongoing.
	Copies are maintained in the employee's personnel file & the Risk Manager's office.	In place/Ongoing.
	All auto accidents/incidents shall be recorded in a database used to maintain control of claims & compile statistics for insurance & training purposes.	In place/Ongoing.
Clinical Errors	Quality Management Coordinator shall record any potential clinical issues on a "CQI Issues Form"	In place/Ongoing.
	Education and/or disciplinary action to be taken in accordance with the County approved CQI program.	In place/Ongoing.
Suspected Civil Risk	Corporate Claims/Risk Manager will investigate and track in database, incidents that could result in future claim or litigation.	Not Completed.
	Will work with Corporate National Risk Management Group that provides local operations with support on risk management issues.	Not Completed.
	May include development of programs such as EMS Ergonomics Program; Back Safety & Injury Prevention training; and other mitigation actions.	Not Completed.
Risk Management Vital Signs	Shall develop & implement a set of Risk Exposure Key Performance Indicators (KPIs) to incorporate into monthly reports.	Not Completed.
	The Risk Exposure KPIs will identify & mitigate trends that could affect the service's risk exposure.	Not Completed.
	Senior managers will use the Vital Signs Report as a tool to evaluate overall performance.	Not Completed.
Commission of Accreditation of Ambulance Services (CAAS)	Obtain CAAS accreditation.	Due July 1, 2014

EXHIBIT P - REMOTE ACCESS

Rural/Metro EOA Agreement Deliverables - status as of April 24, 2012

Contract Item	Action Items	Status
Remote Access Rights to County's information system network	Access granted through Board of Supervisor approval & amendment of agreement.	In place/Ongoing
<b>EXHIBIT Q – BLOCKED ACCOUNT CONTROL AGREEMENT / “LOCKBOX”</b>		
Lockbox / Blocked Account Agreement	JPMorgan-Chase Bank – 937217420	In place/Ongoing
<b>EXHIBIT R – IRREVOCABLE LETTER OF CREDIT</b>		
Irrevocable Letter of Credit - \$5,000,000.00	Credit Suisse Bank – TS 07006220	In place/Ongoing





Friday, 08 June 2012

Contact Us Email CVEMSA Accessibility Assistance search...

Home About Us News & Events Policies & Plans Certification

## CONTACT US

Training

CVEMSA no longer offers walk-in services. Please contact us by phone or email for service. You may also use our web form to contact us.

Coastal Valleys EMS Agency  
625 5th Street  
Santa Rosa, CA 95404  
(707) 565-6501 Office  
(707) 565-6510 FAX

Bryan Cleaver - Regional EMS Manager  
(707) 565-6505  
Email Bryan

Mark Luoto M.D. - Regional Medical Director  
(707) 565-6501  
Email Mark

Joanne Chapman - Trauma Coordinator  
(707) 565-6506  
Email Joanne

Kent Coxon - EMS Coordinator  
(707) 565-6504  
Email Kent

James Salvante - ALS Coordinator  
(707) 565-6503  
Email James

Theresa Lombardi - Administrative Aide  
(707) 565-6508  
Email Theresa

Some documents on this web page are saved in Portable Document Format (PDF). We recommend you download Adobe® Reader®, free software that lets you view and print PDF files.

## CONTACT US

Coastal Valleys EMS Agency  
625 5th Street  
Santa Rosa, CA 95404  
(707) 565-6501

Staff Directory

## EMS COMMITTEES

- Mendocino EMCC
- Sonoma EMCC
- Regional MAC
- EMS Aircraft Committee

## MEMBERS LOGIN

User Name:

Password:

Remember Me

- [Forgot your password?](#)
- [Forgot your username?](#)

Copyright ©2011. Coastal Valleys EMS Agency. SiteAdmin