

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

639



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
March 3, 2014

SUBJECT: Non-Emergency medical transportation services agreement with American Medical Response Ambulance Service, Inc. District - All; [\$625,000]; RCRMC Enterprise Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and authorize the Chairman to execute the Non-Emergency medical transportation services agreement with American Medical Response Ambulance Service, Inc. effective July 1, 2013 not to exceed \$125,000 annually.

BACKGROUND:

Summary

Riverside County Regional Medical Center (RCRMC) has the responsibility to provide and coordinate non-emergency ambulance and other medical transportation services to inpatients requiring services not available on-site at RCRMC. The term of this agreement continues the availability of services for the Hospital.

Lowell Johnson
Lowell Johnson
Interim CEO

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIRNIS*
DATE: *2/23/14*

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 125,000	\$ 0	\$ 625,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$ 0	\$	
SOURCE OF FUNDS: Enterprise Funds				Budget Adjustment: NO	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: March 18, 2014
xc: RCRMC

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

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: Nov. 25, 2008 3.34

District: All

Agenda Number:

3-30

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

FORM 11: District - All; [\$625,000]; RCRMC Enterprise Funds

DATE: March 3, 2014

PAGE: 2 of 2

Impact on Citizens and Businesses

Non-Emergency medical transportation services enhance the health care for patients residing in Riverside County and receiving care from Riverside County Regional Medical Center for health care services not available on-site at the hospital.

SUPPLEMENTAL:

Additional Fiscal Information

There is no increase in cost for non-emergency medical transportation services for the County.

Contract History and Price Reasonableness

On November 25, 2008, agenda no. 3.34 the Board approved the non-emergency medical transportation services agreement with American Medical Response, Inc., effective January 1, 2008. Non-Emergency medical transportation services are not available at the hospital.

The reimbursement rate for non-emergency transportation continues at 100% of Medi-Cal Allowable or 100% of Medicare Allowable for this non-exclusive agreement.

1 attached hereto and made part of the Agreement.

2 **2.0 TERM AND TERMINATION:**

3 2.1 TERM. This Agreement shall be effective as of July 1, 2013
4 and automatically continue on a year-to-year basis until June 30, 2018, unless
5 terminated as specified below in Section 2.2 or as otherwise specified herein.

6 2.2 TERMINATION WITH CAUSE. Either party may terminate
7 this Agreement immediately for a breach of this Agreement, by giving written
8 notice to the other party. Failure to abide by the agreed terms and conditions
9 may result in immediate termination of the Agreement.
10

11 2.3 TERMINATION WITHOUT CAUSE. Either party may
12 terminate this Agreement with or without cause by giving one hundred twenty
13 (120) days prior written notice to the other party.

14 2.3.1 In the event of termination of this Agreement,
15 CONTRACTOR shall continue to provide and be compensated for ambulance
16 and other medical transportation services under the terms of this Agreement to
17 patients who have been authorized for treatment on the date of termination until
18 the effective date of discharge of care or the safe transfer of such patients to
19 another Health Care Provider, or a period of Ninety (90) days, whichever comes
20 first.

21 2.4 NON-AVAILABILITY OF FUNDS. In the event of non-
22 availability of COUNTY funds, this Agreement shall be deemed terminated and
23 have no further force and effect immediately on receipt of COUNTY's notification
24 to CONTRACTOR. No legal liability on the part of the HOSPITAL shall arise for
25

1 payment beyond June 30 of the calendar year unless funds are made available
2 for such performance.

3 **3.0 COMPENSATION:**

4 3.1 In consideration of services provided by CONTRACTOR
5 pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment
6 in accordance with HOSPITAL policy and procedure. CONTRACTOR
7 shall submit complete and accurate claims to HOSPITAL, on a monthly basis and
8 within one hundred and twenty (120) days from the date of service. Claims must
9 submitted on a HCFA 1500 Form or its successor claim form along with a CAD
10 for each trip attached to the claim form. CONTRACTOR shall not seek payment
11 for claims submitted after one (1) year from the date of service. CONTRACTOR
12 shall accept the payments for services as described above in Section 1.0 and
13 specified in Attachment B, attached hereto, as payment in full.

14 3.2 Maximum payments to CONTRACTOR shall not exceed one
15 hundred twenty-five thousand dollars (\$125,000) per year. Payments to
16 CONTRACTOR shall be made on a monthly basis during the Term of this
17 Agreement.

18 **4.0 HOLD HARMLESS-INDEPENDENT CONTRACTOR:**

19 4.1 CONTRACTOR shall indemnify and hold harmless all
20 Agencies, Districts, Special Districts and Departments of the County of Riverside,
21 their respective directors, officers, Board of Supervisors, elected and appointed
22 officials, employees, agents and representatives from any liability whatsoever,
23 based or asserted upon any services of CONTRACTOR, its offices, employees,
24 subcontractors, agents or representatives arising out of or in any way relating to
25 this Agreement, including but not limited to property damage, bodily injury, or

1 death or any other element of any kind or nature whatsoever and resulting from
2 any reason whatsoever arising from the performance of CONTRACTOR, its
3 offices, agents, employees, subcontractors, agents or representatives from this
4 Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees
5 including but not limited to attorney fees, cost of investigation, defense and
6 settlements or awards all Agencies, Districts, Special Districts and Departments
7 of the County of Riverside, their respective directors, officers, Board of
8 Supervisors, elected and appointed officials, employees, agents and
9 representatives in any claims or action based upon such alleged acts or
10 omissions.

11 4.2 With respect to any action or claim subject to indemnification
12 herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right
13 to use counsel of their own choice and shall have the right to adjust, settle, or
14 compromise any such action or claim without the prior consent of COUNTY;
15 provided, however, that any such adjustment, settlement or compromise in no
16 manner whatsoever limits or circumstances CONTRACTOR'S indemnification to
17 COUNTY as set forth herein. CONTRACTOR'S obligation to defend, indemnify
18 and hold harmless COUNTY shall be subject to COUNTY having given
19 CONTRACTOR written notice within a reasonable period of time of the claim or
20 the commencement of the related action, as the case may be, and information
21 and reasonable assistance, at CONTRACTOR'S expense, for the defense or
22 settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied
23 when CONTRACTOR has provided to COUNTY the appropriate form of
24 dismissal relieving COUNTY from any liability for the action or claim involved.

25 4.3 The specified insurance limits required in this Agreement

1 shall in no way limit or circumscribe CONTRACTOR'S obligation to indemnify
2 and hold harmless the COUNTY herein from third party claims.

3 4.4 In the event there is conflict between this clause and
4 California Civil Code Section 2782, this clause shall not be interpreted to comply
5 with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR
6 from indemnifying the COUNTY to the fullest extent allowed by law.

7 **5.0 INSURANCE:**

8 5.1 Without limiting or diminishing the CONTRACTOR'S
9 obligation to indemnify or hold the HOSPITAL harmless, CONTRACTOR shall
10 procure and maintain or cause to be maintained, at its sole cost and expense,
11 the following insurance and/or self- insurance coverages during the term of this
12 Agreement.

13 **5.2 WORKERS' COMPENSATION**

14 If the CONTRACTOR has employees as defined by the State of
15 California, the CONTRACTOR shall maintain statutory Workers' Compensation
16 Insurance (Coverage A) and/or self insurance as prescribed by the laws of the
17 State of California. Policy shall include Employers' Liability (Coverage B)
18 including Occupational Disease with limits not less than **\$1,000,000** per person
19 per accident. The policy shall be endorsed to waive subrogation in favor of The
20 County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
21 Employer Endorsement.

22 **5.3 COMMERCIAL GENERAL LIABILITY**

23 Commercial General Liability insurance coverage, including but not limited to,
24 premises liability, contractual liability, products and completed operations liability,
25 personal and advertising injury covering claims which may arise from or out of

1 CONTRACTOR'S performance of its obligations hereunder. Policy shall name all
2 Agencies, Districts, Special Districts, and Departments of the County of
3 Riverside, their respective directors, officers, Board of Supervisors, employees,
4 elected or appointed officials, agents or representatives as Additional Insured.
5 Policy's limit of liability shall not be less than **\$1,000,000** per occurrence
6 combined single limit. If such insurance contains a general aggregate limit, it
7 shall apply separately to this agreement or be no less than two (2) times the
8 occurrence limit.

9 5.4 VEHICLE LIABILITY

10 If CONTRACTOR'S vehicles or mobile equipment are used in the
11 performance of the obligations under this Agreement, then CONTRACTOR shall
12 maintain liability insurance and/or self-insurance for all owned, non-owned or
13 hired vehicles so used in an amount not less than **\$1,000,000** per occurrence
14 combined single limit. If such insurance contains a general aggregate limit, it
15 shall apply separately to this agreement or be no less than two (2) times the
16 occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and
17 Departments of the County of Riverside, their respective directors, officers, Board
18 of Supervisors, employees, elected or appointed officials, agents or
19 representatives as Additional Insured.

20 5.5 PROFESSIONAL LIABILITY INSURANCE

21 Contractor shall maintain Professional Liability and/or self-
22 insurance coverage for the Contractor's performance of work included within this
23 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and
24 **\$3,000,000** annual aggregate. If Contractor's Professional Liability Insurance is
25 written on a claims made basis rather than an occurrence basis, such insurance

1 shall continue through the term of this Agreement and CONTRACTOR shall
2 purchase at his sole expense either 1) an Extended Reporting Endorsement
3 (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
4 a retroactive date back to the date of, or prior to, the inception of this Agreement;
5 3) demonstrate through Certificates of Insurance that CONTRACTOR has
6 maintained continuous coverage with the same or original insurer. Coverage
7 provided under items; 1), 2) or 3) will continue for a period of five (5) years
8 beyond the termination of this Agreement.

9 5.6 GENERAL INSURANCE PROVISIONS – ALL LINES

10 1) Any insurance carrier providing insurance coverage
11 hereunder shall be admitted to the State of California and have an A M BEST
12 rating of not less than A: VIII (A:8) unless such requirements are waived, in
13 writing, by the County Risk Manager. If the County's Risk Manager waives a
14 requirement for a particular insurer such waiver is only valid for that specific
15 insurer and only for one policy term.

16 2) The CONTRACTOR'S insurance carrier(s) must
17 declare its insurance deductibles or self-insured retentions.

18 3) CONTRACTOR shall cause CONTRACTOR'S
19 insurance carrier(s) to furnish the County of Riverside with either 1) a properly
20 executed original Certificate(s) of Insurance, or 2) policies of insurance shall
21 contain the covenant of the insurance carrier(s) that they shall endeavor to give
22 thirty (30) days written notice to the County of Riverside prior to cancellation in
23 coverage of such insurance.

24 In the event of a cancellation, this Agreement shall terminate forthwith, unless the
25 County of Riverside receives, prior to such effective date, another properly

1 executed original Certificate of Insurance and original copies of endorsements or
2 certified original policies, including all endorsements and attachments thereto
3 evidencing coverage's set forth herein and the insurance required herein is in full
4 force and effect. **CONTRACTOR shall not commence operations until the**
5 **HOSPITAL has been furnished original Certificate (s) of Insurance and any**
6 **and all other attachments as required in this Section. An individual**
7 **authorized by the insurance carrier to do so on its behalf shall sign the**
8 **original endorsements for each policy and the Certificate of Insurance.**

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

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

23 6) CONTRACTOR shall pass down the insurance
24 obligations contained herein to all tiers of subcontractors working under this
25 Agreement.

1 7) The insurance requirements contained in this
2 Agreement may be met with a program(s) of self-insurance acceptable to the
3 HOSPITAL.

4 **6.0 RECORDS AND DOCUMENTS:**

5 6.1 CONTRACTOR shall make available, upon written request
6 by and duly authorized Federal, State or COUNTY agency, a copy of this
7 Agreement and such books, documents and records as are necessary to certify
8 the nature and extent of the costs of the services provided by CONTRACTOR.
9 CONTRACTOR shall maintain books and records for at least five (5) years from
10 the termination of this Agreement.

11 6.2 CONTRACTOR to provide HOSPITAL with reports and
12 information relative to this Agreement and in accordance with terms set forth
13 herein, as may be requested by HOSPITAL.

14 **7.0 CONFIDENTIALITY:**

15 CONTRACTOR agrees to protect from unauthorized disclosure
16 names and other identifying information concerning either persons receiving
17 services under this Agreement or persons whose names or other identifying
18 information becomes known to CONTRACTOR as a result of services performed
19 under this Agreement, except statistical information not identifying any such
20 person.

21 7.1 CONTRACTOR shall not disclose, except as otherwise
22 specifically permitted by this Agreement or authorized by the client or client's
23 representative, any such identifying information to anyone other than authorized
24 HOSPITAL personnel without prior written authorization from the HOSPITAL.

25 7.2 For the purpose of this paragraph, "identify" shall include, but

1 not be limited to, name, identifying number, symbol, or other identifying particular
2 assigned to the individual, such as finger or voiceprint or photograph.

3 7.3 CONTRACTOR shall observe all Federal, State and
4 COUNTY laws and regulations, including, but not limited to, the Health Insurance
5 Portability and Accountability Act (HIPPA) of 1996, concerning the security and
6 privacy of patient records and information.

7 **8.0 LICENSE:**

8 CONTRACTOR shall, through the Term of this Agreement, maintain
9 all licenses necessary for the provision of the services hereunder and required by
10 the laws and regulations of the United States, the State of California, County of
11 Riverside, and all other governmental agencies. CONTRACTOR shall notify
12 HOSPITAL immediately, in writing, of inability to obtain or maintain such license.
13 Said inability shall be cause for termination of this Agreement.

14 8.1 CONTRACTOR shall ensure that CONTRACTOR'S
15 employees, agents, and subcontractors performing services under the terms of
16 this Agreement are in compliance with all relative licensing requirements.
17 CONTRACTOR hereby agrees to notify HOSPITAL immediately, in writing, of
18 inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and
19 subcontractors to obtain or maintain such license(s). Said inability shall be cause
20 for termination of this Agreement.

21 8.2 COPY REQUIRED. A copy of each such license, permit,
22 approval, waiver, exemption, registration, accreditation, and certificate shall be
23 provided to Contracts Administration, upon request.

24 8.3 Further, CONTRACTOR hereby agrees to abide by the
25 standards of medical practice of the profession when performing services

1 hereunder.

2 **9.0 NONDISCRIMINATION AND ELIGIBILITY:**

3 The CONTRACTOR shall not discriminate in the provision of
4 services, allocation of benefits, accommodation in facilities, or employment of
5 personnel, on the basis of ethnic group identification, race, color, creed, ancestry,
6 religion, national origin, sexual preference, sex, age (over 40), marital status,
7 medical attention, or physical or mental handicap, and shall comply with all other
8 requirements of law regarding non discrimination and affirmative action including
9 those laws pertaining to the prohibition of discrimination against qualified
10 handicapped persons in all programs or activities.

11 9.1 For the purpose of this Agreement, distinctions on the
12 grounds of race, religion, color, sex, national origin, age, or physical or mental
13 handicap include but at not limited to the following:

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

18 2. Subjecting an eligible person to segregation or
19 separate treatment in any matter related to his receipt of any service, except
20 when necessary for infection control.

21 3. Restricting an eligible person differently in any way in
22 the enjoyment of any advantage or privilege enjoyed by others receiving similar
23 service or benefit.

24 4. Treating an eligible person differently from others in
25 determining whether he satisfied any eligibility, membership, or other

1 requirement or condition which individuals must meet in order to be provided a
2 similar service or benefit.

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

6 **10.0 CONFLICT OF INTEREST:**

7 CONTRACTOR and CONTRACTOR'S employees shall have no
8 interest, and shall not acquire any interest, direct or indirect, which will conflict in
9 any manner or degree with the performance of services required under this
10 Agreement.

11 **11.0 ALTERATION:**

12 The Board of Supervisors and the COUNTY Purchasing Agent are
13 the only authorized COUNTY representatives who may at any time, by written
14 order, make alterations within the general scope of this contract, in the definition
15 of services to be performed, and the time (i.e. hours of the day, days of the week,
16 etc.) and place of performance thereof. If any such alteration causes an increase
17 or decrease in the cost of, or the time required for the performance of any part of
18 the work under this contract, an equitable adjustment shall be made in the
19 contract price or delivery schedule, or both, and the contract shall be modified in
20 writing accordingly. Any claim by the CONTRACTOR for adjustment under this
21 paragraph shall be assessed within thirty (30) days of when the CONTRACTOR
22 received notice of the alteration in the work. Notwithstanding the foregoing, if the
23 COUNTY Purchasing Agent decides that the facts provide sufficient justification,
24 he/she may receive and act upon any claim, which is asserted by the
25 CONTRACTOR at any time prior to final payment under this Agreement.

1 However, nothing in this clause shall excuse the CONTRACTOR from
2 proceeding with the contract as changed.

3 **12.0 ASSIGNMENT:**

4 CONTRACTOR may not delegate the obligations hereunder, either
5 in whole or in part, without prior written consent of the County Purchasing Agent
6 and the HOSPITAL provided, however, obligations undertaken by
7 CONTRACTOR pursuant to this Agreement may be carried out by means of
8 subcontracts if approved by HOSPITAL and the County Purchasing Agent. No
9 subcontract shall terminate or alter the responsibilities of the CONTRACTOR to
10 the HOSPITAL pursuant to this Agreement. CONTRACTOR may not assign the
11 rights hereunder, either in whole or in part, without prior written consent of the
12 HOSPITAL and the County Purchasing Agent. Any attempted assignment or
13 delegation in derogation of this paragraph shall be void. A change in the
14 business structure of CONTRACTOR, including but not limited to, change in the
15 majority ownership, change in the form of CONTRACTOR'S business
16 organization, management of CONTRACTOR, CONTRACTOR'S ownership of
17 other business dealing with CONTRACTOR under this Agreement, or filing of
18 bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of
19 this paragraph.

20 **13.0 ADMINISTRATION:**

21 The HOSPITAL Director/Chief Executive Officer (CEO) (or
22 designee) shall administer this Agreement on behalf of the COUNTY.

23 **14.0 WAIVER:**

24 Any waiver by HOSPITAL of any breach of any one or more of the
25 terms of this Agreement shall not be construed to be a waiver of any subsequent

1 or other breach of the same or of any other term thereof. Failure on the part of
2 the HOSPITAL to require exact, full and complete compliance with any terms of
3 this Agreement shall not be construed as in any manner changing the terms
4 hereof or stopping HOSPITAL from enforcement hereof.

5 **15.0 JURISDICTION, VENUE, ATTORNEY FEES:**

6 This Agreement and its contraction and interpretation as to validity,
7 performance and breach shall be construed under the laws of the State of
8 California. Any legal action related to this Agreement shall be filed in the
9 appropriate court (Municipal or Superior) of the State of California located in
10 Riverside, California.

11 **16.0 SEVERABILITY:**

12 In the event any provision in this Agreement is held by a court of
13 competent jurisdiction to be invalid, void or unenforceable, the remaining
14 provisions will nevertheless continue in full force without being impaired or
15 invalidated in any way.

16 **17.0 CAPTIONS AND PARAGRAPH HEADINGS:**

17 Captions and paragraph headings used in this Agreement are for
18 convenience only and are not a part of this Agreement and shall not be used in
19 construing this Agreement.

20 **18.0 NOTICES:**

21 All correspondence and notices required or contemplated by this
22 Agreement shall be delivered to the respective parties at the addresses set forth
23 below and are deemed submitted one day after their deposit in the United States
24 mail, postage prepaid:

25 // // // // //

1 **COUNTY**

CONTRACTOR:

2 Riverside County Regional Medical Center
3 26520 Cactus Avenue
4 Moreno Valley, CA 92555
5 Attn: Contracts Administration

American Medical Response
879 Marlborough Avenue
Riverside, CA 92507
Douglas Key
General Manager

6 Or to such other address(es) as the parties may hereafter designate:

7 **19.0 Independent Contractor**

8 The CONTRACTOR is, for purposes arising out of this contract, an
9 Independent CONTRACTOR and shall not be deemed an employee of the
10 County. It is expressly understood and agreed that the CONTRACTOR shall in
11 no event, as a result of this contract, be entitled to any benefits to which
12 COUNTY employees are entitled, including but limited to overtime, any
13 retirement benefits, worker's compensation benefits, and injury leave or other
14 leave benefits. CONTRACTOR hereby holds COUNTY harmless from any and
15 all claims that may be made against COUNTY based upon any contention by any
16 third party than an employee-employer relationship exists by reason of this
17 Agreement.

18 19.1 It is further understood and agreed by the parties
19 hereto that CONTRACTOR in the performance of its obligation hereunder is
20 subject to the control or direction of COUNTY merely as to the result to be
21 accomplished by the services hereunder agreed to be rendered and performed
22 and not as to the means and methods for accomplishing the results.

23 19.2 **Subcontract for Work or Services**

24 No contract shall be made by the CONTRACTOR with any party for
25 furnishing any of the work or services herein contained without the prior written

1 approval of the COUNTY Contract Administrator, but this provision shall not
2 require the approval of contracts of employment between the CONTRACTOR
3 and personnel assigned for services hereunder, or for parties named in the
4 proposal and agreed to under any resulting contract.

5 **20.0 Interest of Contractor**

6 The CONTRACTOR covenants that it presently has no interest,
7 including but not limited to, other projects or independent contracts, and shall not
8 acquire any such interest, direct or indirect, which would conflict in any manner or
9 degree with the performance of services required to be performed under this
10 Agreement. The CONTRACTOR further covenants that in the performance of
11 this Agreement, no person having such interest shall be employed or retained by
12 it under this Agreement.

13 **21.0 Conduct of Contractor**

14 1) The CONTRACTOR agrees to inform the COUNTY of all the
15 CONTRACTOR'S interest, if any, which are or which the CONTRACTOR
16 believes to be incompatible with any interest of the COUNTY.

17 2) The CONTRACTOR shall not, under circumstances, which
18 might reasonably be interpreted as an attempt to influence the recipient in the
19 conduct of his duties, accept any gratuity or special favor from individuals or
20 organizations with whom the CONTRACTOR is doing business or proposing to
21 do business, in accomplishing the work under the contract.

22 3) The CONTRACTOR shall not use for personal gain or make
23 other improper use of privileged information, which is acquired in connection with
24 this Agreement. In this connection, the term "privileged information" includes, but
25 is not limited to, unpublished information relating to technological and scientific

1 development; medical, personnel, or security records of the individuals;
2 anticipated materials requirement or pricing actions; and knowledge of selection
3 of CONTRACTORS or SUBCONTRACTORS in advance of official
4 announcement.

5 4) The CONTRACTOR or employees thereof shall not offer
6 gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY
7 employees.

8 **22.0 Disallowance**

9 In the event the CONTRACTOR receives payment for services
10 under this Agreement, which is later disallowed for nonconformance with the
11 terms and conditions herein by the COUNTY, the CONTRACTOR shall promptly
12 refund the disallowed amount to the COUNTY on request, or at its option, the
13 COUNTY may offset the amount disallowed for any payment due to the
14 CONTRACTOR under any contract with the COUNTY.

15 **23.0 Right to Acquire Equipment and Services**

16 Nothing in this Agreement shall prohibit the COUNTY from
17 acquiring the same type or equivalent equipment and/or services for other
18 sources, when deemed by the COUNTY to be in its best interest.

19 **24.0 Force Majeure**

20 In the event CONTRACTOR is unable to comply with any provision
21 of this Agreement due to causes beyond their control such as acts of God acts of
22 war, civil disorders, or other similar acts, CONTRACTOR shall not be held liable
23 to COUNTY for such failure to comply.

24 In the event COUNTY is unable to comply with any provision of this
25 Agreement due to causes beyond their control such as acts of God acts of war,

1 civil disorders, or other similar acts, COUNTY shall not be held liable to
2 CONTRACTOR for such failure to comply.

3 **25.0 EDD Reporting Requirements**

4 In order to comply with child support enforcement requirements of
5 the State of California, the County of Riverside may be required to submit a
6 Report of Independent Contractor(s) form **DE 542** to the Employment
7 Development Department. The selected contractor agrees to furnish the
8 required Contractor data and certifications to the County of Riverside within ten
9 (10) days of notification of award of contract when required by the **EDD**. It is
10 expressly understood that this data will be transmitted to governmental agencies
11 charged with the establishment and enforcement of child support orders and for
12 no other purposes and will be held confidential by those agencies. Failure of the
13 CONTRACTOR to timely submit the data and/or certificates required may result
14 in an Agreement being awarded to another CONTRACTOR. In the event an
15 Agreement has been issues, failure of the CONTRACTOR to comply with all
16 federal and state reporting requirements for child support enforcement or to
17 comply with all lawfully served Wage and Earnings Assignments Orders and
18 Notices of Assignment shall constitute a material breach of Agreement. Failure
19 to cure such breach within sixty (60) calendar days of notice from the County
20 shall constitute grounds for termination of the Agreement.

21 If you have any questions concerning this reporting requirement,
22 please call (916) 657-0529. You may also contact your local Employment Tax
23 Customer Service Office listed in your telephone directory in the State
24 Government Section under "Employment Development Department" or you may
25 access their Internet site at www.edd.ca.gov.

Attachment "B"
to
Non-Emergency Ambulance and other Medical Transportation Service
Agreement
Between
Riverside County Regional Medical Center
and
American Medical Response Ambulance Service, Inc.

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

<u>DESCRIPTION</u>	<u>REIMBURSEMENT</u>
Non-Emergency Ambulance and other medical transportation (Inpatient Medi-Cal enrollees for which Hospital hold risk under Medi-Cal rules)	100% Medi-Cal Allowable
Non-Emergency Ambulance (Inpatient Medicare enrollees for which Hospital holds risk under Medicare rules)	100% Medicare Allowable

Payments should be mailed to:

American Medical Response Ambulance Services, Inc.
dba: AMR (Riverside)
P.O. Box 30410
Los Angeles, Ca 90030-9818

Tax I.D.#75-2474011

Memo

To: Debbie Cournoyer
From: Cathy Giannini *CG*
Date: 3/4/2014
Re: Agreement

Please find attached the form 11 and agreement between the County of Riverside and the American Medical Response Ambulance Service, Inc. to provide non-emergency medical transportation services for Board of Supervisors approval.

Please contact me at X64466 if you have questions.

Thank you.