

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



ITEM: 3.7
(ID # 13487)

MEETING DATE:
Tuesday, September 29, 2020

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the Memorandum of Understanding with American Medical Response Ambulance Service, Inc. for Special Emergency Medical Services Programs to be provided to the County as a result of the COVID-19 pandemic. All Districts. [\$3,000,000] [100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) with American Medical Response Ambulance Service, Inc. (AMR) for Special Emergency Medical Services Programs to be provided to the County of Riverside as a response to the COVID-19 pandemic for the period of January 28, 2020 through December 31, 2020, or the duration of the existence of the Local Emergency throughout the County of Riverside, in the amount not to exceed \$3,000,000, and authorize the Chairman of the Board to execute the MOU on behalf of the County.

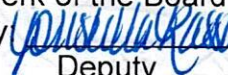
ACTION:


Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 9/14/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 29, 2020
xc: EMD

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,000,000	\$ 0	\$3,000,000 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federally Funded			Budget Adjustment: No	
			For Fiscal Year: 19/20 - 20/21	

C.E.O. RECOMMENDATION:

BACKGROUND:

Summary

The County and American Medical Response Ambulance Service, Inc. (AMR) entered into the Agreement, Contract No. 15-097, for emergency ambulance service within Riverside County for the period of July 1, 2015 through June 30, 2020, with the option of ten (10) earned annual extensions. The Board of Supervisors approved the original agreement on January 13, 2015 and most recently, on December 11, 2018, approved the third one-year amendment to extend the contract term through June 30, 2023.

On March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of the novel coronavirus (COVID-19). A Public Health emergency was declared by the Public Health Officer, Dr. Cameron Kaiser on March 8, 2020 due to COVID-19. The County of Riverside proclaimed a local emergency on March 10, 2020 via Resolution No. 2020-062. On March 22, 2020, FEMA declared the existence of a California Disaster FEMA-4482-DR, with the Incident Period dated January 20, 2020 and continuing.

The Memorandum of Understanding provides for Special Emergency Medical Services Programs to be provided to the County under Section 3.9 and 3.9.1 of Exhibit 3 (Scope of Services) of Contract No. 15-097, which includes non-transport special EMS programs approved by Riverside County EMS Agency (REMSA). The pandemic response to the COVID-19 outbreak in Riverside County has necessitated the use of non-traditional services designed at supporting our congregate living facilities, hospitals, clinics, and other public health agencies.

Impact on Residents and Businesses

Examples of functions considered special emergency medical services programs includes: COVID-19 testing sites, skilled nursing operational support, quick response strike teams to support skilled nursing facilities, evacuation center support and staffing, and other COVID-19 response support as necessary during the pandemic.

AMR is uniquely positioned to aid in the provision of non-transport special EMS programs.

Additional Fiscal Information

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

The programs and personnel provided by AMR from March 1, 2020 pursuant to the MOU are fully funded by the County's allocation of the Coronavirus Relief Fund (CARES Act Funding) from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Services prior to March 1, 2020 will be paid by the County and submitted to FEMA as part of the County's reimbursement claim.

ATTACHMENT – Memorandum of Understanding between AMR and County of Riverside


Teresa Summers, Director of Purchasing 9/18/2020


Cheryl Williams 9/21/2020


Gregory P. Priamos, Director County Counsel 9/17/2020

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between American Medical Response Ambulance Service, Inc. ("AMR", or the "Company") and the County of Riverside ("County"), collectively the "Parties."

RECITALS

WHEREAS, County and AMR entered into that certain Emergency Medical Services Agreement (also identified as Contract No. 15-097) for emergency ambulance services within Riverside County, effective July 1, 2015 (the "Agreement");

WHEREAS, County and AMR have amended the Agreement a total of three times, extending the contract term through June 30, 2023 to reflect CONTRACTOR's total "earned extensions";

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of Riverside via Resolution No. 2020-062 proclaimed the existence of a Local Emergency in the County of Riverside regarding COVID-19;

WHEREAS, on March 22, 2020, FEMA declared the existence of a California Disaster FEMA-4482-DR, with the Incident Period dated January 20, 2020 and continuing;

WHEREAS, the Agreement provides for Special Emergency Medical Services Programs to be provided to the County under section 3.9 and 3.9.1 of Exhibit 3 ("Scope of Services") of the Agreement, which includes non-transport special EMS programs approved by Riverside County EMS Agency ("REMSA").

WHEREAS, the pandemic response to the COVID19 outbreak in Riverside County has necessitated the use of non-traditional services designed at supporting our congregate living facilities, hospitals, clinics and other public health agencies;

WHEREAS, AMR is uniquely positioned to aid in the provision of non-transport special EMS programs, as described in section 3.9 of Exhibit 3 of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, County and AMR agree as follow:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. The term of this MOU shall be from January 28, 2020 (the "Effective Date") through December 31, 2020, or the duration of the existence of the Local Emergency throughout the County of Riverside, terminating on the date that the Board of Supervisors of the County of Riverside terminates its proclamation of said Local Emergency.

3. The Parties agree that for the term of this MOU, section 3.9 of Exhibit 3 of the Agreement will be interpreted to include the following functions:
 - COVID19 testing sites
 - Skilled Nursing Operational Support
 - Quick Response Strike Teams to support Skilled Nursing Facilities
 - Evacuation Center Support and Staffing
 - Other COVID response support as necessary during the pandemic
4. For the functions described in section 3 above, the Parties agree that AMR will provide a total of 30 full time personnel ("Personnel"):
 - 6 Licensed Vocational Nurses
 - 2 Registered Nurses
 - 22 Medical Assistant/EMT's
5. Personnel will be charged at the following fully loaded rates:
 - Registered Nurses \$130/hr
 - LVN \$104/hr
 - MA/EMT \$52/hr
6. Compensation for all services provided under the terms of this MOU shall not exceed three million (\$3,000,000) dollars including all expenses.
7. As of August 1, 2020, County shall pay AMR for services performed based upon the fully loaded rates established in Section 5. AMR will submit an invoice to County for each pay period. County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made only after services have been rendered and acceptance has been made by the County. Invoices shall be sent electronically to the Emergency Management Department Fiscal Unit at EMDFiscal@rivco.org with supporting documentation of hours worked (i.e., payroll log).
8. For Services performed from January 28, 2020 through July 31, 2020, County shall pay AMR for services performed as invoiced previously to the County based on resource requests from the Emergency Operations Center or Medical Health Department Operations Center. Services prior to March 1, 2020 will be paid by the County and submitted to FEMA as part of County's reimbursement claim.
9. AMR acknowledges and agrees that the programs and Personnel provided from March 1, 2020 pursuant to this MOU are fully funded by County's allocation of the Coronavirus Relief Fund ("CARES Act Funding") from the United States Federal Government under section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Accordingly, AMR shall comply with all applicable

requirements of State, Federal, and County of Riverside laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this MOU, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and 42 U.S.C. § 801, subsection (d). Additionally, AMR shall comply with all applicable regulations and guidelines, including guidance issued by the Department of Treasury, which includes but is not limited to Guidance for State, Territorial, Local, and Tribal Governments dated April 22, 2020 and Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020.

10. The Parties further agree that where this MOU is silent, the following terms and conditions of the Agreement shall govern: Articles III, VI, VII, VIII, X, XI, XII, XIII, XIV, XV, and Exhibit 2: Insurance Requirements. This MOU may be changed or modified only by a written amendment signed by authorized representatives of both Parties.
11. This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.
12. The Parties agree that the terms of this MOU are valid, legally binding on, and enforceable against both Parties.

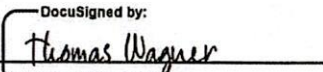
(Signatures on next page)

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

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

AMERICAN MEDICAL RESPONSE AMBULANCE
SERVICE, INC.

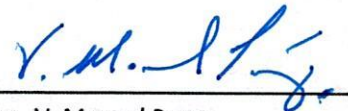
By: 
Name: George Johnson
Title: CEO

DocuSigned by:
By: 
Name: ~~Thomas Wagner~~
Title: CEO, Western Regional Operations

Dated: 8/17/20

Dated: 8/6/2020

RATIFIED BY:

By: 
Name: V. Manuel Perez
Title: Chairman of the Board

ATTEST: Kecia Harper, Clerk of the Board

By: 

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel