

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



ITEM: 3.6  
(ID # 14769)

MEETING DATE:  
Tuesday, March 30, 2021

**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the +EMS Service Level Agreement with American Medical Response Ambulance Service, Inc. for implementing a scalable Search, Alert, File and Reconcile model for the period of December 1, 2020 through December 31, 2021, All Districts. [Total Cost \$18,750, 100% State Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the +EMS Service Level Agreement with American Medical Response Ambulance Service, Inc. for implementing a scalable Search, Alert, File and Reconcile model in the amount not to exceed \$18,750 for the period of December 1, 2020 through December 31, 2021; and authorize the Chairman of the Board to sign the Agreement on behalf of the County.

**ACTION:**

  
Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 3/10/2021

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez 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: March 30, 2021  
xc: EMD

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$18,750	\$ 0	\$18,750	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 20/21</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside, on behalf of its Emergency Management Department, Emergency Medical Services Agency (LEMSA) desire to enter into the agreement for the +EMS program with the American Medical Response Ambulance Service, Inc. (AMR) in order to define the milestones to implement a scalable Search, Alert, File, and Reconcile (SAFR) model.

The SAFR model is funded by grant money from the California EMS Authority's (Cal-EMSA) +EMS program, managed by Manifest Medex (MX). This agreement with AMR will allow Manifest Medex to:

- Receive and submit Participant electronic patient care record (ePCR) data to the "Cal-EMSA +EMS program"
- Provide real time notification to Emergency Departments (EDs) of incoming EMS patients
- Automate transfer of pertinent patient information between the electronic patient care records (ePCRs) and hospital electronic health records (EHRs).

AMR will be responsible for the following roles:

- Participate in development and integration work with LEMSA within the established ePCR system to ensure successful implementation of SAFR using the MX product
- Ensure SAFR is used in compliance with established LEMSA policy and the Health Insurance and Portability & Accountability Act (HIPAA) governing practices for responsible access to, and security of, protected health information
- Ensure all programmatic milestones are met and SAFR is used in accordance with +EMS program usage thresholds defined in milestones.
- Participate in monthly coordinating committee meetings, and workflow development trainings.

The purpose of the agreement is to define the milestones and payments that will be made upon completion of the milestones.

**Impact on Residents and Businesses**

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

The SAFR model aims to improve the collection, transmission, and maintenance of patient records. Giving EMS providers access to patient information in a prehospital setting is essential to delivering quality, timely care.

**Additional Fiscal Information**

AMR shall be paid according to the fee schedule below for milestones achieved:

<b>Milestone</b>	<b>Payment amount (per EMS Provider)</b>	<b>Anticipated Milestone Completion Date</b>
Milestone 1-a (30% of total award)	\$5,625.00	Q1 2021
Milestone 1-b (20% of total award)	\$3,750.00	Q1 2021
Milestone 2 (15% of total award)	\$2,812.50	Q1 2021
Milestone 3 (15% of total award)	\$2,812.50	Q2 2021
Milestone 4 (20% of total award)	\$3,750.00	Q2 2021
<b>Total</b>	<b>\$18,750.00</b>	

**Contract History and Price Reasonableness**

The County executed an Agreement with Manifest Medex on June 09, 2020 for the implementation of the +EMS project. As part of that Agreement, the Emergency Medical Services Agency was to engage the County's two Ground EMS Transport providers - one of which is AMR, to participate in the +EMS project to help determine the efficacy and value of the SAFR patient look up tool when responding to emergencies. This Agreement EMS-21-100 with AMR seeks to implement the SAFR model.

**ATTACHMENT – Agreement #EM-21-100**

  
Cheryl Williams

3/22/2021



Gregory V. Priamos, Director County Counsel

3/10/2021

### +EMS Service Level Agreement

This document outlines the Service Level Agreement for the +EMS program by and between **American Medical Response Ambulance Service, Inc.** ("Participant") and **County of Riverside, on behalf of its Emergency Management Department, Emergency Medical Services Agency,** ("LEMSA").

Participant and LEMSA desire to enter into this agreement to define roles and responsibilities of the Participant and to define milestones to implement a scalable *Search, Alert, File and Reconcile (SAFR)* model.

The SAFR model is funded by grant money from the California EMS Authority's (Cal-EMSA) +EMS program, managed by Manifest Medex ("MX"). This agreement with Participant will allow MX to:

- Receive and submit Participant electronic patient care record (ePCR) data to the "Cal-EMSA +EMS program"
- Provide real time notification to Emergency Departments (EDs) of incoming EMS patients
- Automate transfer of pertinent patient information between the electronic patient care records (ePCRs) and hospital electronic health records (EHRs).

#### 1. PARTICIPANT EMS PROVIDER SCOPE OF WORK.

Participant is responsible for the following roles in this project:

- Participate in development and integration work with LEMSA within the established ePCR system to ensure successful implementation of SAFR using the MX product
- Ensure SAFR is used in compliance with established LEMSA policy and the Health Insurance and Portability & Accountability Act (HIPAA) governing practices for responsible access to, and security of, protected health information
- Ensure all programmatic milestones are met and SAFR is used in accordance with +EMS program usage thresholds defined in milestones.
- Participate in monthly coordinating committee meetings, and workflow development trainings.

#### 2. EMS PROVIDER MILESTONE DEFINITIONS.

- **Milestone 1-a:** Participant shall execute a service level agreement with LEMSA.
- **Milestone 1-b:** Participant shall demonstrate successful Adoption of SEARCH and ALERT functions in production. Success is defined as at least one SEARCH with a patient match, retrieval of health information for at least one matched patient, and ALERT reporting of important patient information for at least one patient on a hospital ED dashboard
- **Milestone 2:**
  - Participant shall demonstrate SEARCH functionality with a minimum of 50% usage and 30% match success, or retrieval success, by paramedics of identified pre-hospital patients for three (3) consecutive months (measured on a monthly basis). The metric is defined as the number of times, for which a patient is searched for, and a patient is successfully identified or for which information is successfully retrieved from the RHIO or other clinical system by the ePCR, divided by the number of new patient encounters created in the ePCR during a one (1) month period. The metric shall be measured per participant.
  - Participant shall demonstrate ALERT functionality with a minimum of 80% usage (on emergency patients to be transported to a defined hospital) for 3 consecutive months (measured on a monthly basis). Success is defined as success of at least 1 patient match,

retrieval of health information for at least one matched patient, and reporting of critical patient information for at least 1 patient in a hospital ED dashboard. The metric is measured per participant.

- **Milestone 3:**
  - Participant shall demonstrate FILE functionality with a minimum of 40% usage per record (on transported patients to a defined hospital) for 3 consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record created in the ePCR is successfully transmitted to the HIO and/or hospital EHR, matched to a patient, and incorporated as structured information. The metric is measured per participant.
  - Participant shall demonstrate RECONCILE functionality with a minimum of 40% usage per record (on transported patients) for three (3) consecutive months (measured on a monthly basis). The metric is defined as the number of times a patient record (ADT) is successfully transmitted from the hospital EHR to the ePCR, matched to a patient and encounter, and incorporated as structured information. Hospital discharge summaries also qualify and are encouraged. The metric shall be measured per participant.
- **Milestone 4:** All EMS Provider participants shall perform the following tasks related to data analytics:
  - Provide feedback to LEMSA in the evaluation and reporting of usage during the (SEARCH and ALERT), and the (FILE and RECONCILE) phases on a monthly basis.
  - Allow submission of hospital outcome data on matched patient records.
  - Allow evaluation of performance measures that involve hospital data elements.

**3. LIST OF PARTICIPANTS**

Hospital	EHR Vendor	County
Riverside University Health System	Epic	Riverside
Parkview Community	Meditech	Riverside
Tenet DRMC	Cerner	Riverside
Tenet JFK	Cerner	Riverside
Corona Regional, UHS	Cerner	Riverside
Inland Valley, UHS	Cerner	Riverside
Rancho Springs, UHS	Cerner	Riverside
Temecula Valley, UHS	Cerner	Riverside

EMS Provider	ePCR Vendor	County	LEMSA
AMR-Riverside, Blythe Desert Cities, Hemet	ImageTrend	Riverside	REMSA
Riverside County Fire Dept.-Riverside County unincorporated areas, Covas, Indio	ImageTrend	Riverside	REMSA

**4. MILESTONE PAYMENT FEE SCHEDULE**

Participant shall be paid according to the fee schedule below for milestones achieved. No legal liability on the part of LEMSA for any funds that have been denied by MX or made unavailable for any reason. In the event that such funds are not forthcoming for any reason, LEMSA shall notify Participant in writing; and this Agreement shall be deemed terminated, have no further force, and effect. Further, in the event Participant receives payment under this Agreement, which is later disallowed by MX for nonconformance with the terms of the Agreement, Participant shall promptly refund the disallowed amount to LEMSA on request; or at its option LEMSA may offset the amount disallowed from any payment due to the Participant.

Milestone	Payment amount (per EMS Provider)	Anticipated Milestone Completion Date
Milestone 1-a (30% of total award)	\$5,625.00	Q1 2021
Milestone 1-b (20% of total award)	\$3,750.00	Q1 2021
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Milestone 3 (15% of total award)	\$2,812.50	Q2 2021
Milestone 4 (20% of total award)	\$3,750.00	Q2 2021
<b>Total</b>	<b>\$18,750.00</b>	

**5. TERM & TERMINATION**

The term of this Agreement shall be December 1, 2020 through December 31, 2021. Participant or LEMSA may terminate this Agreement, with or without cause, upon thirty (30) days written notice served upon the other party stating the extent and effective date of termination.

**6. NON-DISCRIMINATION**

Participant shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 et seq.) and all other applicable laws or regulations.

**7. NOTICES**

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

LEMSA

Emergency Management Department  
Attn: REMSA  
450 E. Alessandro Blvd  
Riverside, CA 92508

PARTICIPANT

American Medical Response  
879 Marlborough Ave  
Riverside, CA 92507

**8. FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**9. INDEMNIFICATION**

Participant 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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Participant, 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. Participant shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. Participant's obligation hereunder shall be satisfied when

Participant has provided to LEMSA the appropriate form of dismissal relieving LEMSA from any liability for the action or claim involved.

**10. ASSIGNMENT**

Participant shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of LEMSA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**11. COMPLIANCE WITH LAW**

Participant shall comply with all applicable Federal, State and local laws and regulations. Participant will comply with all applicable LEMSA and/or MX policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, Participant shall comply with the more restrictive law or regulation.

**12. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**13. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.

[Signature page to follow.]

**+EMS Service Level Agreement  
Signature Page**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year last written below.

**"Participant"**

**"LEMSA"**

**American Medical Response  
Ambulance Service, Inc.**

**County of Riverside**

**879 Marlborough Avenue  
Riverside, CA 92507**

**c/o Emergency Management Department  
450 E. Alessandro Blvd  
Riverside, CA 92508**

By: 

By: 

Name: Thomas Wagner

Name: Karen Spiegel

Title: President, West Region

Title: Chair, Board of Supervisors

Date: 2/25/21

Date: 03.30.2021

ATTEST:

KECIA R. HARPER, Clerk

By:   
DEPUTY

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Kelly Moran  
Supervising Deputy County Counsel