

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



ITEM: 3.6
(ID # 20426)

MEETING DATE:
Tuesday, February 07, 2023

FROM : EMERGENCY MANAGEMENT DEPARTMENT AND FIRE DEPARTMENT :

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT AND FIRE DEPARTMENT: Ratify and approve the Memorandum of Understanding with American Medical Response Ambulance Service, Inc., for Emergency Vehicle Use services to be provided to the Emergency Management Department and Fire Department. All Districts. [\$0]

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 Emergency Vehicle Use services to be provided to the County Fire Department from the date of execution until terminated, and authorize the Chair of the Board to execute the MOU on behalf of the County;
2. Authorize the Riverside County Emergency Management Department Director, or designee, to sign subsequent amendments that exercise the options of the MOU, including modifications to the program requirements that stay within the intent of the MOU, as approved-as-to-form by County Counsel; and
3. Authorize the County Fire Chief, or designee, to sign subsequent amendments that exercise the options of the MOU, including modifications to the program requirements that stay within the intent of the MOU, as approved-as-to-form by County Counsel.

ACTION:

Bruce Barton, EMD Director

1/24/2023

Bill Weiser, Fire Department Chief

2/1/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 Gutierrez
Nays: None
Absent: None
Date: February 7, 2023
xc: EMD, Fire

Kimberly Rector
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Established County Fire Department safety protocols require an Advanced Life Support (ALS) ambulance to be on-scene during structural fires. The ALS ambulance remains on-scene to provide immediate ALS care and transport if a firefighter is injured during firefighting or rescue operations. Historically, the County contracted ALS ambulance provider, American Medical Response (AMR) has provided the required ambulance and staffing. Due to ongoing staffing shortages, AMR has at times been unable to provide a staffed ALS ambulance as requested by Fire Incident Command.

In its role as the AMR contract administrator, the Emergency Management Department (EMD), has worked with AMR and County Fire to develop an agreement that will assure timely care and transport of injured firefighters. AMR and County Fire have agreed on a solution whereby AMR will provide ALS equipped ambulances to County Fire for safety-net emergency medical services (Safety-Net EMS) when needed for firefighter safety at the scene of fires. Per the agreement, AMR will provide the ambulances and equipment, Fire will provide the staff. These ambulances will only be activated if AMR is unable to respond to an ALS stand-by request from Fire. Fire will develop a protocol to be initiated by the Emergency Communications Center (ECC) whenever there is a need to use the safety-net ambulance(s) to respond to an incident where stand-by services or rehab services are required.

As the contract administrator for AMR's 9-1-1 ground ambulance transport services contract, EMD will also facilitate and sign off as contract administrator for this MOU for Safety-Net EMS vehicle usage. Additionally, the Riverside County Emergency Medical Services Agency (REMSA) will develop and implement a Safety-Net EMS policy authorizing the utilization of ALS ambulances for this purpose.

Impact on Residents and Businesses

The use of the Safety-Net EMS vehicle will benefit the community and firefighter safety by improving emergency medical services for firefighters during a response to an incident where stand-by services or rehab services are required.

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Additional Fiscal Information

There will be no charge for the vehicle use. Neither AMR, Fire, nor EMD shall bill patients or third-party payers for any Safety-Net EMS. Safety-Net EMS is provided to ensure the safety of firefighters in the performance of their duties. AMR is solely responsible for all expenses associated with operating the vehicles.

Contract History and Price Reasonableness

The agreement between the County of Riverside and AMR for ground advanced life support emergency ambulance services (Agreement #15-097) was approved by the Board on January 13, 2015, item 3.8, and most recently extended through June 30, 2026, with Amendment No. 5 to Agreement #15-097. As the contract administrator for emergency ambulance services, EMD will also administer the Safety-Net EMS MOU.

ATTACHMENTS.

AMR-Fire Agency SafetyNet – Emergency Ambulance Use MOU



Rebecca S Cortez, Principal Management Analyst

2/1/2023



Kelly Moran, Deputy County Counsel

1/26/2023

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EMERGENCY VEHICLE USE AGREEMENT

This Emergency Vehicle Use Agreement dated as of the full execution below is entered into between the County of Riverside ("Agency"), on behalf of the Riverside County Fire Department and the Riverside County Emergency Medical Services ("EMS") Agency, and American Medical Response Ambulance Service, Inc. ("AMR").

RECITALS

WHEREAS, AMR owns the Vehicle(s) set forth in Appendix "A" ("Vehicle" or "Vehicles");

WHEREAS, AMR desires for Agency to utilize its Vehicle to benefit the Agency for employee safety ("Safety-Net EMS");

WHEREAS, the parties want to combine certain of their individual resources on the terms and conditions herein to improve emergency medical services for patients in the community;

NOW THEREFORE, to carry out the purposes of this Agreement and in consideration of the benefits to be received by Agency and the community at-large, it is agreed as follows:

AGREEMENT

1. **Term.** This Agreement shall be effective on 2/1/2023 and shall continue until terminated, which may be done by either party without cause with five (5) days' advance written notice.
2. **Vehicle Use.** AMR agrees to allow Agency to use the Vehicles, Vehicle Identification Number(s) identified in Appendix A, during the term of this Agreement subject to the requirements identified herein. There shall be no charge for the Vehicle. If AMR determines the Vehicles are needed for deployment by AMR personnel, 24 hours' notice will be provided to Agency of the need to return the Vehicles.
3. **Dispatch Services for Safety-Net EMS.** Agency will have 100% control of Vehicle dispatch. Vehicle is to be used only for Agency employee stand by or for employee transport from emergency scenes.
4. **Billing for Safety-Net EMS.** Neither party shall bill patients or third-party payers for any Safety-Net EMS. Safety-Net EMS is provided as a community and public safety benefit.
5. **Vehicle Expenses and Maintenance.** AMR shall be solely responsible for all expenses associated with operating the Vehicles. Agency shall comply with all AMR maintenance guidelines, processes and procedures at its sole cost. Agency shall invoice AMR for fuel utilized in the operations of providing service.
6. **Vehicle Repair/Replacement.** Agency shall be solely responsible for all Vehicle repairs that are a result of negligence or misuse and shall replace Vehicles that cannot be repaired with an equivalent unit.
7. **Possession of Vehicles.** Agency shall not part with possession or control of the Vehicles or sell, pledge, mortgage, or otherwise encumber the vehicles or otherwise dispose of or encumber any interest under this Agreement without the express written consent of AMR.
8. **Return of Vehicles.** On the expiration or termination of this agreement, Agency, at its own cost and expense,

shall return the vehicles, unencumbered, and in the same condition as received, reasonable wear and tear excepted, to AMR or to such address as the AMR may specify.

9. **Risk of Loss.** As between AMR and Agency, Agency assumes all risks of loss, damage, destruction, or interference with the use of the vehicles while in Agency possession or control for any cause.
10. **Warranty Disclaimer.** AMR IS NEITHER THE MANUFACTURER OF THE VEHICLES, NOR THE MANUFACTURER'S AGENT AND MAKES NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE VEHICLES OR OF THE MATERIALS OR WORKMANSHIP IN THE VEHICLES AND IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE, OR DEFECTS IN THE VEHICLES OR ITS OPERATION, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORN BY AGENCY AT ITS SOLE RISK AND EXPENSE, AS AGENCY ITSELF HAS MADE ITS OWN SELECTION OF THE VEHICLES BASED UPON ITS OWN JUDGMENT. AGENCY ACCORDINGLY SHALL NOT MAKE ANY CLAIM AGAINST AMR FOR ANY DEFICIENCY OF THE VEHICLES. AGENCY FURTHER AGREES, REGARDLESS OF CAUSE, NOT TO ASSERT ANY CLAIM AGAINST AMR FOR CONSEQUENTIAL DAMAGES.
11. **Indemnification.** Agency assumes all risk of liability arising from or pertaining to the possession, operation, or use of the Vehicles. Agency shall indemnify and hold AMR harmless from and against any and all claims, costs, expenses, damage, and liabilities, including attorney's fees, arising from or pertaining to the Agency's use, possession, or operation of the Vehicles. AMR shall indemnify and hold Agency harmless from and against any and all claims, costs, expenses, damage, and liabilities, including attorney's fees, arising from or pertaining to the AMR's ownership, use, possession, or operation of the Vehicles.
12. **Insurance.** Agency shall obtain and maintain throughout the term of this Agreement, comprehensive automotive insurance, comprehensive general liability insurance, and professional liability insurance all with limits in minimum amounts of \$1 million per incident/\$3 million per annual aggregate and workers' compensation insurance in the statutory required amounts, or be self-insured for equivalent amounts. Agency shall obtain and maintain throughout the term of this Agreement property insurance insuring the Vehicle from loss in minimum amounts of \$1 million per incident/\$3 million per annual aggregate, or be self-insured for equivalent amounts. Agency further agrees that its insurance shall be primary and any insurance that AMR has shall be non-contributory.
13. **Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996. and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section. This Agreement shall not grant or modify any rights, requirements or obligations under California Health & Safety Code section 1797.224.

14. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement shall not be effective until executed by both Parties; (g) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (h) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

15. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the addresses set forth below the signature blocks.

16. Counterparts. This Agreement 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 Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement 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.

{Signatures on Following Page}

COUNTY OF RIVERSIDE

By: [Signature]
Kevin Jeffries, Chair of the Board of Supervisors

Date: 2/7/23

Address: _____

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: [Signature]
Deputy

(SEAL)

APPROVED AS TO FORM

Minh C. Tran,
COUNTY COUNSEL

By: Melissa R. Cushman 01/25/2023
MELISSA R. CUSHMAN Date
Deputy County Counsel

RIVERSIDE COUNTY EMS AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

AMR

By: [Signature]
Jeremy Shumaker, Regional Director

Date: 01/25/2023

Address: _____

879 Marlborough Ave
Riverside, CA 92507

RIVERSIDE COUNTY FIRE DEPARTMENT

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

APPENDIX A

Vehicles Identifier	Mileage	Vehicle Identification Number	Year	Model	License Plate #
28020	223729	1FDXE4FS4HDC28020	2017	FORD E 450	48139G2