

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



**ITEM: 3.11  
(ID # 22935)**

**MEETING DATE:**  
Tuesday, September 12, 2023

**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Services Agreement between Riverside County EMS Agency (EMS) and Tele911, Inc. (TELE911) for the use of real time telemedicine evaluation by a TELE911 Medical Provider for three years with a potential additional three years and authorize the Director of Emergency Management Department (EMD) to sign. All Districts. [\$0].

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

1. Approve the TELE911 Services Agreement for three years, with potential automatic renewal for an additional three years, and authorize the Emergency Management Department (EMD) Director to sign the Agreement on behalf of the County; and
2. Authorize the EMD Director or designee to administer and to execute amendments that exercise the options of the agreement or amendments that do not make substantive changes to the terms of the agreement, as approved-as-to-form by County Counsel.

**ACTION:**

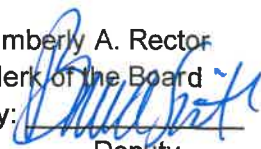
  
Bruce Barton, EMD Director 8/30/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: September 12, 2023  
xc: EMD

Kimberly A. Rector  
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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24</b>	

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

**BACKGROUND:**

**Summary**

EMS and TELE911 desire to enter into this Agreement whereby EMS and TELE911 agree to mutually cooperate and aid each other as set forth in this Agreement.

EMS is responsible for the administration and oversight of the prehospital healthcare system within Riverside County. EMS desires to provide the highest quality patient care and to make EMS resources more readily available for time-critical emergencies. Through established policies and procedures, EMS desires to allow for real-time telemedicine evaluation by a TELE911 Medical Provider of low acuity patients and for those patients who refuse ambulance transport to an Emergency Department (“ED”) and may be at high-risk if they are not transported. In addition, through TELE911, EMS desires to maximize EMS resource availability and improve ED bed capacity in Riverside County by properly referring medically triaged lower acuity 911 calls and linking patients to a variety of resources when safe and appropriate. Additionally, Tele911 expands the capabilities of emergency medical dispatch programs and allows for better resource coordination and improved system readiness.

It has been shown in multiple published research studies that a significant percentage of EMS patients transported to a hospital ED may be safely treated in place through an approved telemedicine program.

**Impact on Residents and Businesses**

Studies have recognized that transporting patients who do not medically require the extensive medical services of a hospital ED are unnecessarily exposed to high co-pays and deductibles as a result of an EMS transport and ED costs billed for services. A single ED event can end up costing a patient thousands of dollars out-of-pocket due to the benefits structure of many health insurance plans. Transporting patients who do not medically require the extensive medical services of a hospital ED unnecessarily crowd the ED leading to patient experiencing Ambulance Patient Offload Delay (APOD) or patients being redirected away from their preferred hospital ED of choice. Many stakeholders now realize that alternatives like TELE911 can save patients time and out-of-pocket expenses while offering patient-centered, medically appropriate care in their homes or at a variety of medical facilities.

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

**Additional Fiscal Information**

Under this Agreement, TELE911 will have no obligation to pay EMS directly for response or transportation, or to pay for healthcare providers, and EMS will have no obligation to pay for services of any TELE911 Medical Providers. The parties expect that each will bill and collect from the applicable Participating Health Plans for corresponding EMS transport services, response fees (EMS), and telehealth services, related healthcare services or products.

**ATTACHMENT:**

- Telemedicine and Patient Navigation Services Agreement

  
Rebecca S Cortez, Principal Management Analyst 9/6/2023

  
Kelly Moran, Deputy County Counsel 8/30/2023



## TELEMEDICINE AND PATIENT NAVIGATION SERVICES AGREEMENT

This **TELEMEDICINE AND PATIENT NAVIGATION SERVICES AGREEMENT** (this "Agreement") is effective on September 12, 2023 (the "Effective Date"), between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside County Emergency Medical Service Agency ("EMS") and Tele911, Inc., a Delaware Corporation registered to do business in the State of California, on behalf of itself and its affiliated medical practices (collectively, "TELE911"). TELE911 operates Nationally under the "TELE911, INC. a Delaware company" and then in each state has MSO's established within each state for the physician's group. In California, that entity is currently called "TELE911 California Emergency Medical Group, Inc.," with reference to the following:

### RECITALS

1. EMS is responsible for responding to 911 emergency calls and responding to other emergencies within EMS's service area (the "Service Area") within the state of California ("State"). EMS desires to provide the highest quality patient care while reducing its total call time for 911 emergency calls in order to make EMS emergency resources more readily available for time-critical emergencies. EMS desires to obtain real time telemedicine evaluation by a TELE911 Medical Provider, defined below, of selected low acuity patients and those patients who refuse ambulance transport to an Emergency Department ("ED") against medical advice ("AMA") and may be at high-risk if they are not transported. This allows EMS to provide a higher level of patient care to the community it serves.
2. It has been shown in multiple published research studies that a significant percentage of EMS patients transported to a hospital ED may be safely treated in place at home via telehealth, or be transported to an alternate location, including but not limited to, freestanding EDs, urgent care clinics, mental health facilities, or sobering centers, and EMS wishes to facilitate such care.
3. Many cities, counties, government officials, EMS leadership and elected representatives have recognized that transporting patients who do not medically require the extensive medical services of a hospital ED are unnecessarily exposed to high co-pays and deductibles as a result of an EMS transport and ED costs billed for services. A single ED event can end up costing a resident thousands of dollars out-of-pocket due to the benefits structure of many health insurance plans. Many of these officials and government leaders now realize that alternatives like TELE911 can save their residents time and out-of-pocket

expenses while offering patient centered, medically appropriate care in their homes (“Treatment in Place”) or at alternate medical destinations.

4. The Federal Government through the Centers for Medicaid and Medicare Services (“CMS”) has implemented the ET3 Program, which provides for reimbursement for EMS response from a 911 call and contemporaneous patient evaluation via telehealth solutions. ET3 has established a model for reimbursement of telehealth services and EMS reimbursement for the EMS response and patient evaluation in lieu of transport for patients in the Medicare fee for service program, setting an example for all payers to eventually follow. Many EMS agencies participating in the ET3 program with CMS are offering telehealth services and alternative destinations other than hospital ED’s exclusively to Medicare fee-for-service patients. TELE911 intends to partner with EMS Agencies that wish to offer similar services to *all* patients and work with all health plans interested in adopting a similar program to ET3. EMS agencies recognize that it is in their interest to adopt such programs, but also recognize it is in their interest to do so when the health plan has adopted the same provision as ET3 and agree to reimburse EMS for response and not solely transports (i.e. Treatment in Place).
5. EMS may desire to have select low acuity patients and/or high-risk patients who are not transported (“high-risk refusals/AMAs”) to be contacted by a TELE911 Patient Care Coordinator following the telemedicine encounter to facilitate patient navigation and linkage to care, including facilitating primary care, social services, and mental health care as necessary to better serve the community when these services are offered and available.
6. TELE911 has developed a software platform (the “Platform”) to facilitate interactions and information sharing between 911 prehospital providers and state-licensed emergency medicine physicians and/or qualified nonphysician practitioners who have been thoroughly and appropriately vetted by TELE911 and have been provided access to the Platform (each a “TELE911 Medical Provider”). The Platform allows the TELE911 Medical Providers to be available for telehealth visits (“TELE911 Consults”) when EMS responds to 911 calls and other emergencies. During the TELE911 Consult, the TELE911 Medical Provider will evaluate the patient and determine the most appropriate patient disposition.
7. EMS and TELE911 desire to enter into this Agreement whereby EMS and TELE911 agree to mutually cooperate and aid each other as set forth in this Agreement to assist EMS in furtherance of achieving its stated goals above.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**ARTICLE I**  
**OBLIGATIONS OF TELE911**

**Section 1.1 TELE911's Services.**

TELE911's Services shall consist of the following:

1. Training EMS technical support staff to install the TELE911 Platform onto EMS-supplied mobile telecommunications equipment (field laptops, tablet devices, or smartphones) as necessary to establish a TELE911 Consult;
2. Training EMS first responders, supervisors, and administrative staff via a "Train the Trainer" program on the use of the TELE911 Platform and the procedures on how and when to contact a TELE911 Medical Provider based on EMS personnel's assessment of the patient;
3. Providing TELE911 Consults as more fully described in SCHEDULE 1.1;
4. Attempting to contact all patients who received a TELE911 Consult and had either (i) a disposition of treatment in place or (ii) who refused transport/AMA; this action will be performed for post-Consult care coordination purposes by the end of the next business day following the Consult;
5. Facilitating the development of a Telemedicine Policy (as defined in Section 3.1);
6. Educating TELE911 Medical Providers regarding EMS clinical protocols;
7. Providing EMS with the following metrics on a monthly basis:
  - a) Number of TELE911 Consults;
  - b) Disposition of each patient who receives a TELE911 Consult;
  - c) Number of patients with a disposition of treatment in place, transport to an alternate destination, or refusal of transport/AMA who are successfully re-contacted for a follow-up TELE911 Consult by a TELE911 Patient Care Coordinator;
  - d) Results of periodic patient satisfaction surveys regarding TELE911 services.

**Section 1.2 TELE911 Professional Services.**

TELE911 shall be solely responsible for determining the method, details and means of providing Services. TELE911 Medical Providers shall be solely responsible for determining the method, details and means of providing TELE911 Consults to patients and determining the disposition of patients. Nothing in this Agreement shall be interpreted to discourage TELE911 Medical Providers from discussing treatment options with any patient or providing other medical advice or treatment to any patient deemed appropriate by TELE911 Medical Providers.



**ARTICLE II**  
**OBLIGATIONS OF EMS**

**EMS shall:**

1. Facilitate TELE911's integration of the TELE911 Platform with the information system used by Field Providers to facilitate timely and accurate exchange of information between EMS and TELE911 Medical Providers by installing the TELE911 Platform on all field provider laptops, tablets, or smartphones as appropriate, and to facilitate the integration of the electronic patient care report ("ePCR") system with the TELE911 Platform (this may require EMS to facilitate the cooperation of the third-party ePCR vendor and/or arrange for software licenses or integration support as required at EMS's cost) whenever possible.
2. Work with TELE911 to finalize, approve, and implement a Telemedicine Policy (as defined in Section 3.1);
3. Facilitate and ensure that Field Providers set up their accounts to log in and utilize the TELE911 Platform including having each EMS field provider provide current email address and mobile phone number to facilitate electronic points of contact between TELE911 and EMS first responders related to care provided in concert with TELE911 providers.
4. Provide TELE911 with a current list of, and maintain and update, code files such as vehicle IDs, crew IDs, etc.
5. Work with TELE911 to set a target number ("TARGET MONTHLY CALL VOLUME") of all EMS responses that culminate in a TELE911 consult. As a supervisory Agency, the Riverside County EMS Agency will work with Tele911 and agencies within the county to ensure that target goals are met. These are agreed upon by each partner agency with the following used as a template: "Initially this usage number is set at a minimum target of 15% of all EMS responses resulting in patient contact and assessment. There will be a 90-day grace period for the agency to meet this target after full agency implementation to meet this target. This percentage shall increase to 25% after 6 months of full agency implementation." Usage targets will be established monthly but communicated as a "daily average" for simplicity.
6. If 90% of the TARGET MONTHLY CALL VOLUME is not being met, then Riverside County EMS Agency agrees to collaboratively develop an action plan with TELE911 and the agency as needed to increase volume and compliance with the approved Telemedicine Policy. TELE911 may curtail or terminate its services, pursuant to Section 5.1's Termination Without Cause provisions, if these targets are not met or exceeded and sustained.

7. Allow TELE911 continuous access to the ePCR system used by EMS prior to implementation to determine the approximate number of patients who would be eligible for a TELE911 consult based upon the approved Telemedicine Policy and to evaluate missed opportunities for TELE911 consults.
8. Allow TELE911 electronic access to EMS patient billing information including hospital face sheets acquired to facilitate billing practices. Additionally, provide in a timely manner (no more than 48 hours) any missing, incomplete, or inaccurate health insurance information that is obtained for patients provided with a TELE911 consult. EMS shall establish a working relationship between its EMS billing office (or its contracted billing company) and requests for available patient billing information shall be met at the time of the request for a majority of the requests and in no case more than 48 hours thereafter. TELE911 agrees to make its billing information available to EMS billing or its billing contractor. The goal is to provide mutual access to accurate patient billing-related information to expedite accurate and timely patient billing for both EMS and TELE911 for services rendered.
9. Ensure all appropriate EMS Field Providers and administrative personnel participate in the program implementation and subsequent TELE911 Train the Trainer programs regarding the use of the TELE911 Platform.
10. Provide end user training for all applicable Field Providers on:
  - a) The approved Telemedicine Policy to determine when EMS Field Providers should initiate a TELE911 Consult following an appropriate assessment;
  - b) Use of the Platform
  - c) Ensuring that EMS Field Providers perform a patient assessment and provide the following patient information to the TELE911 Medical Provider during the TELE911 Consult:
    - I. Image of Patient ID (if available)
    - II. Image of Patient Insurance Card (if available)
    - III. Chief Complaint
    - IV. Reason for Visit
    - V. First Name
    - VI. Last Name
    - VII. DOB
    - VIII. Gender
    - IX. SSN (if available)
    - X. Patient Address
    - XI. Health Insurance
    - XII. Past Medical History
    - XIII. Current Medications
    - XIV. Allergies
    - XV. Primary Assessment
    - XVI. Vital Signs including, but not limited to any diagnostic information including cardiac rhythm, 12 lead ECG interpretation, SpO2, blood glucose, etc. as medically indicated



11. Facilitating a TELE911 Consult with the patient using EMS-issued and maintained mobile computing equipment using an EMS supplied wireless internet connection.
12. Facilitate obtaining patient consent, in the form and format agreed to between the parties, for the TELE911 Consult and document the same;
13. Notify TELE911 for any patient who receives a disposition of treatment in place or who refused transport/AMA who re-contacts EMS dispatch within 24 hours and the disposition of that subsequent call;
14. Have Field Providers evaluate Patient on scene and allow TELE911 Consults to be available for Patient;
15. Provide EMS response (and if required, coordinate ambulance transport) when requested by TELE911 Medical Providers for Patient;
16. Provide daily non-PHI EMS call data on a weekly basis, regardless of TELE911 Consult;
17. Provide 2 months of historical non-PHI data prior to the start of training;
18. Provide the following metrics on monthly basis:
  - a) Total # of EMS incidents resulting in a patient assessment and creation of an ePCR
  - b) Total # of ambulance transports
  - c) Total # of patients who qualified for a TELE911 Consult
  - d) Total # of qualified patients who were offered a TELE911 Consult
  - e) Total # of patients that were offered TELE911 consult and refused the Consult.
19. Access to Field Providers to obtain feedback on user experience and optimize customer success.

### **ARTICLE III** **MUTUAL OBLIGATIONS**

#### **Section 3.1 Development of a Telemedicine Policy.**

TELE911 will provide EMS with a Telemedicine Policy to delineate when Field Providers shall request a TELE911 Consult for low acuity patients and high-risk refusals/AMAs. This protocol shall be mutually agreed upon between EMS and TELE911. The TELE911 Medical Provider will determine the final patient disposition after a TELE911 Consult. The parties agree that EMS assumes no liability for the action(s) or inaction(s) of TELE911 Medical Providers, and TELE911 assumes full liability for the same.

#### **Section 3.2 HIPAA Compliance/Confidentiality.**

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Each party understands that under HIPAA each has obligations with respect to the confidentiality, privacy, and security of Protected Health Information, and must take certain steps to preserve the confidentiality of this information, including the training of each party's workforce and the establishment of proper

procedures for the release of such information, including the use of appropriate patient authorizations where required under HIPAA. The parties will enter into a separate Business Associate Agreement attached hereto and incorporated by reference (the "BAA") which shall govern the parties' relationship to the extent TELE911 is acting as a "business associate" (as defined in 45 C.F.R. § 160.103) of EMS (*i.e.*, for functions other than treatment).

**Section 3.3 Exclusion from Medicare.**

Each party to this Agreement represents to the other party that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded healthcare programs. Each party shall notify the other in writing within five (5) days of becoming aware of any change in this representation if circumstances change to render this representation false during the term of this Agreement. Such change in circumstances shall constitute cause by the other party to immediately terminate this Agreement. For purposes of this section, a party is defined as the entities entering into this Agreement, and/or its principals, shareholders, directors, and officers.

**ARTICLE IV  
COMPENSATION**

Under this Agreement, TELE911 will have no obligation to pay EMS directly for response or transportation, or to pay for healthcare providers, and EMS will have no obligation to pay for services of any TELE911 Medical Providers. The parties expect that each will bill and collect from the applicable Participating Health Plans for corresponding EMS transport services, response fees (EMS), and telehealth services, related healthcare services or products (TELE911) as more fully set forth in SCHEDULE 4.1.

**ARTICLE V  
TERM & TERMINATION OF THIS AGREEMENT**

**Section 5.1 Term.**

This Agreement shall commence on the Effective Date and shall remain in force for three (3) years, unless sooner terminated as set forth herein.

**Section 5.2 Termination Without Cause.**

Either party may terminate this Agreement at any time without cause by giving the other party ninety (90) days' written notice of termination. Additionally, either party may provide the other party of its intent not to renew by providing ninety (90) days' written notice of same. If neither party provides a notice of intent not to renew, this Agreement shall renew automatically at the end of the original term for one additional term of three (3) years.

**Section 5.3 Termination for Breach.**

If either party perceives a breach of this Agreement, either party shall provide written notice to the other party and the other party shall have thirty (30) days (or such longer period as is set forth in such written notice) from the date of such written notice to cure such breach or this Agreement shall terminate; provided, however, if EMS reasonably believes, as determined in its sole discretion, that continuing this Agreement creates a substantial threat to the health and safety of patients in the Service Area, then EMS may terminate this Agreement immediately upon written

notice; and, provided, further, that if such breach is either party's representations and warranties in Section 3.3 no longer being true, then the other party may terminate this Agreement immediately upon written notice.

**Section 5.4 Termination for Usage.**

The Company may terminate this Agreement, if after 90 days of full implementation, the agency fails to meet its TARGET MONTHLY CALL VOLUME, as defined in II.5.

**ARTICLE VI**  
**GENERAL PROVISIONS**

**Section 6.1 Entire Agreement of the Parties.**

This Agreement supersedes any and all agreements, either written or verbal, between the parties, with respect to the subject matter contained herein. This Agreement may only be modified by a writing signed by both parties.

**Section 6.2 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entirely negotiated and performed within its borders, without regard to its conflict of laws rules.

**Section 6.3 Independent Contractor.**

TELE911 is an independent contractor of EMS and shall not hold itself out to be, nor shall it be deemed or construed to be, for any reason, a partner, agent or employee of EMS. EMS is an independent contractor of TELE911 and shall not hold itself out to be, nor shall it be deemed or construed to be, for any reason, an agent or employee of TELE911 or any TELE911 Medical Provider.

**Section 6.4 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") Cal. 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.

**Section 6.5 Third Party Rights.**

This Agreement is solely between EMS and TELE911 and may not be construed to create any right or remedies in favor of any third party, including any patient, unless expressly stated in this Agreement. This Agreement applies exclusively to the parties hereto and the rights and obligations in connection with this Agreement will extend only to the parties hereto.

**Section 6.6 Notice.**

Any notices or other communications permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or three (3) business days after being mailed by certified mail (or first class mail), postage prepaid, or the next business day after deposit with a reputable national overnight delivery service that provides proof of receipt, delivery charges prepaid, to the other party at the addresses set forth below, or to such other persons and addresses as either party may designate in writing. Either party may from time to time change its address for purpose of receipt of notice by a notice delivered in compliance with this subsection.

If to EMS:                      Riverside County EMS Agency  
   450 E. Alessandro Blvd.  
   Riverside, California 92508  
   Attn: EMS Administrator

If to TELE911:                Tele911, Inc.  
   155 N Lake Ave, Suite 800  
   Pasadena, CA 91101  
   Attn: Marc Eckstein, MD – CMO

**Section 6.7 Non-Discrimination.**

TELE911 agrees to not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group or gender identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, physical or mental handicap, or any other class protected by applicable federal, state, or local law, including County of Riverside Board Policy No. A-73, and agrees to comply with all requirements of the law regarding non-discrimination.

**Section 6.8 Dispute Resolution.**

Any controversy, claim, or dispute arising or relating to this Agreement, or the construction, interpretation, breach, termination, and enforceability or validity hereof, whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), whether such Dispute existed prior to or arises after the date of this Agreement, shall be resolved pursuant to this Section 6.7. Whenever there is a Dispute, the party raising the Dispute shall provide the other party with written notice regarding the Dispute (the "Dispute Notice"). The Dispute Notice should be specific enough to allow the other party to reasonably understand the Dispute. Unless the Dispute Notice specifically provides that it is a notice of breach pursuant to Section 5.2, the Dispute Notice shall not be considered a notice of breach thereunder, and a separate notice of breach under Section 5.2 shall be necessary to start the cure period prior to termination of this Agreement for breach. Regardless of the provisions of this Section 6.7, either party may initiate a notice of breach and begin the cure period at any time.



a) **Meet and Confer.** If there is a Dispute between the parties, then the chief executive officer or designee of each party shall within three (3) business days of receipt of the Dispute Notice, meet and confer in good faith in an attempt to resolve the Dispute amicably and quickly. Such meeting can be with or without other advisers as mutually agreed by the parties. If the Dispute is not resolved within two (2) business days of such meeting, either party may initiate mediation as set forth below.

b) **Mediation.** If the parties do not resolve the Dispute through the meet and confer process set forth above, then the parties shall submit the Dispute to a mutually acceptable mediator to help them to resolve their differences utilizing non-binding mediation. The parties shall attempt in good faith to resolve any Dispute by confidential mediation in accordance with the laws of the State of California. The parties will jointly choose a mediator. The mediation may be conducted in person in Riverside County, California, or via Zoom or some other satisfactory video conferencing service. If the parties are unable to resolve the Dispute by such mediation within thirty (30) days of submitting the Dispute to mediation, then either party may pursue resolution of the dispute in a court of competent jurisdiction in Riverside County, California.

## **ARTICLE VII**

### **INDEMNIFICATION AND INSURANCE**

#### **Section 7.1 Indemnification.**

Each party shall indemnify, hold harmless and defend the other party and its governing board, officers, agents, and employees ("Indemnified Parties") from any and all third-party claims, losses, costs, expenses, liabilities, attorneys' fees, actions, or damages of any nature whatsoever including, without limitation, liability for injuries to or death of any person or persons, or damage to any property (collectively, "Losses"), arising in any manner out of any act, error, or omission, willful, negligent or otherwise, of such indemnifying party, its officers, agents, employees, subcontractors, and/or affiliates ("Indemnifying Parties") , in the performance of this Agreement and/or the BAA; provided, however, in no event shall an Indemnifying Party be required to indemnify, hold harmless or defend an Indemnified Party to the extent any Loss was caused by any Indemnified Party's (or its officers', agents' or employees') negligent or intentional acts or omissions, or by the Indemnified Party's breach of this Agreement or violation of law. The provisions of this Section 7.1 shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

#### **Section 7.2 Insurance.**

Without limiting or diminishing TELE911's obligation to indemnify or hold EMS harmless, TELE911 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. As respects to the insurance section only, EMS herein refers to 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.

- a) **Workers' Compensation.** If TELE911 has employees as defined by the State of California, TELE911 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. Policy shall name EMS as Additional Insureds.
- b) **Commercial General Liability.** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of TELE911's performance of its obligations hereunder. Policy shall name EMS as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 EMS as Additional Insureds.
- c) **Vehicle Liability.** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then TELE911 shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 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 EMS as Additional Insureds.
- d) **Professional Liability.** TELE911 shall maintain Professional Liability Insurance providing coverage for TELE911's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If TELE911'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 TELE911 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 TELE911 has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name EMS as Additional Insureds.
- e) **Cyber Liability Coverage.** TELE911 shall procure and maintain for the duration of the Agreement insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by TELE911, its officers, agents, representatives, or employees. TELE911 shall procure and maintain for the duration of the Agreement insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Such Cyber Liability Insurance shall have limits of not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by TELE911 in this agreement and shall include, but not be



limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

f) **General Insurance Provisions - All lines.**

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, in writing, 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.

2) TELE911 must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to EMS, and at the election of the County's Risk Manager, TELE911's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with EMS, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) TELE911 shall cause TELE911'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, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, 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 a minimum of 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. If TELE911 insurance carrier(s) policies does not meet the minimum notice requirement found herein, TELE911 shall cause TELE911's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4) 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 original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. TELE911 shall not commence operations until EMS has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

**Section 7.3 Limitation of Liability.**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR LOSS OR DAMAGE OF LOST PROFITS OR REVENUES OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BAA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. NEITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER AND/OR ANY AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT OR THE BAA, REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY), SHALL EXCEED ONE MILLION DOLLARS (\$1,000,000).

***Signature Page follows.***

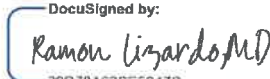
IN WITNESS WHEREOF, the authorized officers of the parties have executed this Agreement as of the Effective Date.

**Approved:**

County of Riverside, a political subdivision of the State of California:

TELE911, Inc., a Delaware Corporation registered to do business in the State of California:

Signature: 

Signature:  39D78A62CE5947C

Print Name: Kevin Jeffries

Print Name: Ramon Lizardo, MD

Title: Chair, Board of Supervisors

Title: Ramon Lizardo, MD


Dated: 9/12/2023

Dated: 9/26/2023

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Melissa R. Cushman  
Deputy County Counsel

## SCHEDULE 1.1 TELE911 CONSULT

In accordance with and based upon EMS and local and state EMS policies as well as the approved Telemedicine Policy, when Field Providers believe it is medically appropriate, they shall request a TELE911 Consult. This may include selected low acuity patients and/or high-risk patients who refuse ambulance transport against medical advice (AMA).

1. A TELE911 Medical Provider will answer a request for a Consult by a Field Provider within 3 minutes of the request (if a TELE911 Medical Provider is not available within 3 minutes, the Field Provider may initiate transport per protocol or continue to wait as per the protocol established by EMS). The TELE911 Medical Provider will make a commitment to provide clinically appropriate care that meets the applicable medical standard of care, in the medically appropriate venue. All parties agree that when clinically appropriate, in-network care is the preferred venue.

2. The Platform will allow the TELE911 Medical Providers the ability to evaluate the patient and determine one of the following dispositions (each a "disposition") based upon the patient medical information provided by Field Providers and the results of the TELE911 Consult, including patient stability, subject to patient consent:

- 1) ***Treatment in place*** (no EMS ambulance transport), with prescription(s) as needed, and attempted follow up by a TELE911 Patient Care Coordinator
- 2) ***Refusal of transport/Against Medical Advice (AMA)***, with prescription(s) as needed, and attempted follow up by TELE911 Patient Care Coordinator
- 3) ***Transport to an approved Alternate Destination*** (e.g., an urgent care clinic, mental health facility or sobering center)
- 4) ***Transport to an ED***

**SCHEDULE 4.1  
RESULTS OF DISPOSITIONS**

EMS and TELE911 expect the following results for each disposition when TELE911 has an agreement in place with the Participating Health Plan or EMS Agency has an existing first responder fee:

**If the Disposition is:**

- 1) Treatment in place  
*EMS will bill its usual and customary first responder fee or the agreed upon response fee stipulated by the Participating Health Plan.*

**If the Disposition is:**

- 2) Refusal of transport against medical advice (AMA)  
*EMS will bill its usual and customary first responder fee or the agreed upon response fee stipulated by the Participating Health Plan.*

**If the Disposition is:**

- 3) EMS ambulance transport to an approved Alternate Destination  
*EMS will bill its usual and customary BLS or ALS transport fees plus mileage charges.*

**If the Disposition is:**

- 4) EMS ambulance transport to an Emergency Department  
*EMS will bill its usual and customary BLS or ALS transport fees plus mileage charges.*