

Agreement between the County of  
Riverside and American Medical  
Response Ambulance Service, Inc., for  
Ground Advanced Life Support  
Emergency Ambulance Services

Effective July 1, 2015

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This Emergency Medical Services Agreement (the "Agreement") is made between the County of Riverside ("County") and American Medical Response Ambulance Service, Inc. ("AMR" or "Contractor") for the provision of ground Advanced Life Support (ALS) emergency ambulance services within Riverside County.

#### Recitals of Authority

WHEREAS, an efficient and effective County Emergency Medical Services (EMS) System is critically important to the safety, health and welfare of the public; and

WHEREAS, County has designated the Riverside County EMS Agency (REMSA) pursuant to Health and Safety Code, Division 2.5 and REMSA is responsible for the planning, implementation and evaluation of the County EMS System; and

WHEREAS, County desires to maintain an Advanced Life Support (ALS) program as a component of the EMS Plan (also referred to as the County EMS Plan) that includes ALS emergency ambulance provider agreements; and

WHEREAS, County has determined that all requests for emergency ambulance service shall be met by ALS (Paramedic) equipped and staffed ambulances unless otherwise authorized by REMSA; and

WHEREAS, pursuant to Health and Safety Code, Division 2.5, Section 1797.224, County, through REMSA, has the authority to provide EMS through the designation of one or more Exclusive Operating Areas (EOAs) for ALS emergency ambulance services; and

WHEREAS, County, through REMSA, has designated ALS emergency ambulance EOAs and non-exclusive operating areas within its current EMS Plan that include unincorporated and incorporated areas of the County; and

WHEREAS, for the EOAs identified within the County EMS Plan and this Agreement, County has elected to continue the use of an existing ALS emergency ambulance provider that has continuously provided service for those EOAs in the same manner and scope without interruption since January 1, 1981; and

WHEREAS, County has complied with all the statutes and regulations governing the designation of an exclusive provider of ALS emergency ambulance services in County; and

WHEREAS, relative to the provision of ALS and emergency ambulance services, County has determined that the level of service prescribed herein is the most appropriate and efficient manner of exercising the authority contained in Welfare & Institutions Code 17000, Health & Safety Code Section 1797, et seq., and Title 22 of the California Code of Regulations.

NOW, THEREFORE, the parties agree as follows:

Article I Definitions

1.1 The definitions set forth in Exhibit 1 shall apply to this Agreement.

Article II Contract Term

2.1 The initial term of this Agreement shall be five (5) years beginning on July 1, 2015 and ending on June 30, 2020. Following completion of the first year on June 30, 2016, the County may grant to the Contractor up to ten (10) one year "earned extensions". One earned extension can be earned annually by the Contractor. Each one year extension granted by the County will extend the Agreement term for an additional year. Extensions of this Agreement beyond June 30, 2030 may only be granted by the Board of Supervisors.

2.2 Contractor shall submit a written request for earned extensions to the Contract Administrator no later than September 1 each year following the first full contract year. Contractor's written request shall include sufficient evidence of compliance with the Agreement requirements. Evidence of compliance shall also be stated in Contractor's annual performance report to REMSA. In addition, the Contractor must have accomplished all of the following:

- Met 91% response time performance in all Response Time Zones (RTZs) for at least nine (9) non-consecutive months of the preceding contract year.
- Successfully completed implementation of agreed upon system improvements or enhancements for the preceding contract year.
- Reached written agreement with County on annual system improvements or enhancements to be implemented by Contractor for the current year of the Agreement.

County will determine if Contractor has met the requirements stated above. Earned extensions may then be granted in the reasonable and fair discretion of the County.

Article III Performance of Services

3.1 Contractor shall provide all services and fulfill all other obligations as specified in this Agreement including all exhibits and attachments.

3.2 Contractor represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and County relies upon this representation. Contractor shall perform to the satisfaction of the County and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

3.3 Contractor affirms this it is fully apprised of all of the work to be performed under this Agreement and Contractor agrees it can properly perform this work.

3.4 Acceptance by County of Contractor's performance under this Agreement does not operate as a release of Contractor's responsibility for full compliance with the terms of this Agreement.

#### Article IV Alteration or Changes to the Agreement

4.1 The Board of Supervisors, the County Purchasing Agent or designee, or the Director of Public Health or designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

#### Article V Administration/Contract Liaison

5.1 The REMSA Director, or designee, shall administer this Agreement on behalf of County and serve as the liaison with Contractor in connection with this Agreement.

#### Article VI Licensing and Permits

6.1 Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

#### Article VII Independent Contractor

7.1 Contractor is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that Contractor (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Contractor shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

#### Article VIII Subcontract for Work or Services

8.1 No contract shall be made by Contractor with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the Contract Administrator which consent shall not be unreasonably withheld, delayed or conditioned; but this provision shall not require the approval of contracts of employment between Contractor and personnel assigned under this Agreement, or for parties named in the proposal or agreed to under this Agreement.

## Article IX Payment and Billing

9.1 Contractor shall not receive any payments from County for the performance of any services under this Agreement unless specifically stated in this Agreement. All payments or revenue associated with this Agreement shall come exclusively from Contractor's billing and collection of payment from patients and third party payors for the performance of any services or provision of equipment or materials related to this Agreement.

9.2 Contractor shall be solely entitled to perform, and is responsible for performing, billing of patients and third party payors for services provided hereunder. County shall not bill, or permit any other party to bill patients or third party payors, for ALS emergency ambulance services provided by Contractor or within Contractor's EOAs with the exception of billing that may be done by ambulance providers authorized by REMSA to provide mutual aid during a multi-casualty incident (MCI) or disaster. Contractor shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, and other public or private reimbursement programs.

## Article X Conduct of Contractor

10.1 The Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Agreement. Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Agreement. Contractor agrees to inform the County of all Contractor's interests, if any, which are or may be perceived as incompatible with the County's interests.

10.2 Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

10.3 Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

## Article XI Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Contractor shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session before a neutral third party mediator agreed upon by the parties. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

## Article XII Confidentiality

12.1 Contractor shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; County information or data which is not subject to public disclosure; County operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

12.2 Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. Contractor shall not use such information for any purpose other than carrying out Contractor’s obligations under this Agreement. Contractor shall promptly transmit to the County all third party requests for disclosure of such information. Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the County, any such information to anyone other than the County. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

## Article XIII Records and Documents

13.1 Contractor shall make available, upon written request by any duly authorized Federal, State or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of Contractor’s costs related to this Agreement. All such books, documents and records shall be maintained by Contractor for at least five years following termination of this Agreement and be available for audit by County. Contractor shall provide to the County reports and information related to this Agreement as requested by County.

## Article XIV Hold Harmless/Indemnification

14.1 Contractor 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, claim, action or damage whatsoever, based or asserted upon any services of Contractor, 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. Contractor shall defend Indemnitees, at its sole expense and all costs, including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, in any such claim or action.

14.2 Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of



County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees.

14.3 Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County, or other entities or persons, from any liability for the action or claim involved.

14.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees pursuant to this article.

Article XV Non-Discrimination

15.1 Contractor 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.

Article XVI Notices

16.1 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 (2) days after their deposit in the United States mail, postage prepaid:

**County**

REMSA Director  
Department of Public Health  
P.O. Box 7600  
Riverside, CA 92503

**Contractor**

General Manager  
American Medical Response Ambulance Service, Inc.  
879 Marlborough Ave  
Riverside, CA 92507

With copy to:  
Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, CO 80111

Article XVII General

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

17.2 Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

17.3 Change of Ownership - Contractor agrees that any change in its ownership will be subject to review by County. Contractor shall provide to the County sufficient assurances that the new owner shall continue to fulfill all of the Contractor's obligations under this Agreement.

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

17.5 Contractor shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations which apply to performance under this Agreement.

17.6 Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

17.7 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.

17.8 All exhibits and attachments are incorporated into and made part of this Agreement. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**County Of Riverside:**

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

Signature: Signature on file

Signature: Signature on file

Print Name: Marion Ashley

Print Name: Edward B. Van Horne

Title: Chairman, Board of Supervisors

Title: President

Dated: Jan 13 2015

Dated: 1/05/2015

## Exhibit 1: Definitions

1. Advanced Life Support (ALS) - Shall mean special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital or utilizing approved prehospital treatment protocols or standing orders as part of the local EMS system at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital (Health & Safety Code, Section 1797.52).
2. Advanced Life Support Ambulance (ALS Ambulance) - Shall mean an ambulance equipped, or arranged and staffed for the purpose of providing ALS care. The meaning includes, but is not limited to, privately and publicly owned ambulances operating within exclusive operating areas while under contract with the County of Riverside.
3. Ambulance - Shall mean any motor vehicle which meets the applicable standards as stated in the California Code of Regulations and is specifically constructed, modified or equipped, or arranged, used, licensed, or operated for the purpose of transporting sick, injured, convalescent, infirmed, or otherwise incapacitated person(s) in need of medical care.
4. Ambulance Patient Offload Delay (APOD) – Shall be defined as occurring when a patient has been transported to the Hospital Emergency Department (ED) and remains on the Contractor’s ambulance gurney for a period of time exceeding the REMSA established time interval standard for removal of the patient from the ambulance gurney.
5. Ambulance Strike Team (AST) – Ambulance Strike Team shall consist of 5 staffed ambulances, an Ambulance Strike Team Leader (ASTL) and a leader vehicle. Type II AST shall be defined as 5 non-hazmat ALS ambulances and an ASTL with a vehicle. ASTLs shall be authorized by the EMS Agency pursuant to the Emergency Medical Services Authority (EMSA) guidelines.
6. Annual System Improvement and Enhancement Goals – Shall mean those goals, mutually agreed upon by the parties, that contain the system improvements and enhancements that are to be implemented by the Contractor for the specified year.
7. Arrival on Scene – Shall mean the exact time (hour/minute/second) on a twenty four (24) hour clock that the ambulance arrived on scene; or the exact time (hour/minute/second) the ambulance arrived at the staging location if requested to stage by the PSAP, secondary PSAP, or incident commander.
8. Basic Life Support (BLS) - Shall mean emergency first aid and cardiopulmonary resuscitation medical care procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting proper application of cardiopulmonary resuscitation to maintain life without invasive

techniques, unless authorized by state law or regulation, until the victim may be transported or until ALS medical care is available.

9. Basic Life Support Ambulance (BLS Ambulance) - Shall mean an ambulance equipped, or arranged, and staffed for the purpose of providing BLS care. The meaning includes, but is not limited to, privately and publicly owned emergency and non-emergency ambulances operating within the County of Riverside.
10. Collection Rate – Shall mean the calculated percentage of collected dollars (cash per transport) divided by average patient charges (APC) for emergency ambulance transports as stated on the Contractor’s financial report to the County.
11. Annual Performance Report – Shall mean the report to be generated by the Contractor for REMSA that details the Contractor’s activities and presents the performance metrics and compliance elements stipulated under the Agreement in a format approved by REMSA.
12. County EMS Agency (REMSA) - Shall be the County agency having primary responsibility for the administration of emergency medical services within the county.
13. County EMS System or EMS System - Shall mean the specifically organized system which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within the county.
14. Disaster Medical Support Unit (DMSU) – The Disaster Medical Support Unit is a vehicle owned by EMSA and provided to the EMS Agency for disaster medical response. The DMSU may be utilized as an ASTL vehicle upon authorization of the EMS Agency. If the DMSU is utilized to support contractor response within the operational area, contractor is responsible to restock equipment and supplies utilized.
15. Emergency Ambulance – Shall mean an ambulance permitted pursuant to Riverside County Ambulance Ordinance 756 and operated by a REMSA-authorized EOA or Non-EOA emergency ambulance provider as identified in the County EMS Plan.
16. Emergency Ambulance Services – Shall mean ambulance services at any REMSA-authorized level (ALS, LALS or BLS) provided in response to 9-1-1 and seven digit or ten digit requests for emergency medical service through an authorized Public Safety Answering Point (PSAP); or prehospital emergency calls received directly by the Contractor.
17. Emergency Ambulance Transport – Shall mean any ambulance transport originating from a 9-1-1, seven digit or ten digit request for service through an authorized Public Safety Answering Point (PSAP); or originating from prehospital emergency calls received directly by the Contractor or an ambulance transport of a patient suffering a medical emergency from the prehospital environment to a REMSA authorized Prehospital Receiving Center (PRC) Emergency Department.
18. Emergency Medical Dispatch (EMD) – Shall mean a system that enhances services provided by Public Safety Answering Point (PSAP) emergency medical dispatchers by allowing the call taker to quickly narrow down the caller’s type of medical or trauma situation using nationally standardized medical

triage, so as to better dispatch emergency services and provide quality instruction to the caller before help arrives.

19. Emergency Medical Services (EMS) – Shall mean the services utilized in response to a medical emergency.
20. EMS Administrative Group – Shall mean the group of individuals designated by REMSA to provide local input to REMSA on the Contractor’s performance within a specific EOA or non-EOA.
21. EMS Quality Improvement Program (EQIP) – Shall mean system-wide quality improvement planning and activities as stated in the plan submitted by REMSA and approved by the California EMS Authority pursuant to the California Code of Regulations, Title 22.
22. Exclusive Operating Area (EOA) – Shall mean an area or subarea defined by the County EMS Plan for which REMSA, upon recommendation of the County, restricts operations to one or more emergency ambulance services or providers of limited advanced life support (LALS) or advanced life support (ALS) pursuant to the Health and Safety Code, Division 2.5, 1797.224.
23. Medical Director - Shall mean that physician designated to serve as the Medical Director of the EMS Agency pursuant to Section 1797.202 of the Health and Safety Code.
24. Medical Health Operational Area Coordinator (MHOAC) – Shall mean the Medical Health Operational Area Coordinator as defined under the California Health and Safety Code, 1797.153. This function is defined in State law as a joint medical/health function between the County EMS Administrator and the County Health Officer. This MHOAC is responsible for all medical/health planning, operations and recovery for disaster response within the Operational Area (OA) and coordination of medical/health mutual aid resources to and from other OAs.
25. MCI – Shall mean a Multiple Casualty Incident.
26. Mileage Per Loaded Mile – The fee charged per mile or fraction thereof for transport of patient from pickup to drop off.
27. Non-Exclusive Operating Area (non-EOA) – Shall mean an area or subarea defined by the County EMS plan that has been designated by REMSA for the provision of emergency ambulance services but does not meet the requirements in the Health and Safety Code to be designated as an EOA.
28. Oxygen - The fee charged for administration of medical oxygen irrespective of amount, or route administered.
29. Paramedic (EMT-P) - Shall mean a person licensed and accredited to render ALS medical care pursuant to Sections 1797 of the Health and Safety Code.
30. Permitted Ambulance Providers – Shall mean those ambulance provider agencies issued a permit to operate in the County pursuant to Ambulance Ordinance 756.
31. Public Safety Answering Point (PSAP) - Where 9-1-1 calls are first received.
32. Quality Improvement - Shall mean the evaluation of prehospital emergency medical services and non-emergency transportation services to identify where personnel performance or the system

itself can be improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus a Quality Improvement program must include, but not be limited to, Quality Assurance, and must encompass the sum of all activities undertaken to assure that prehospital emergency medical services maintain the standard of care established for those services.

33. REMSA – Shall mean the Riverside County Emergency Medical Services (EMS) Agency.

34. REMSIS – Shall mean the Riverside County EMS Information System.

## Exhibit 2: Insurance Requirements

2.1 Without limiting or diminishing Contractor's obligation to indemnify or hold the County harmless, Contractor 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, the County 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.

2.2 Workers' Compensation: If Contractor has employees as defined by the State of California, Contractor 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. This policy shall be endorsed to waive subrogation in favor of the County of Riverside.

2.3 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 Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be 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.

2.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor 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 the County as Additional Insureds.

2.5 Professional Liability/Errors & Omissions: Contractor shall maintain Professional Liability Insurance providing coverage for Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$5,000,000 per occurrence and \$10,000,000 annual aggregate. If Contractor'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 Contractor 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 Contractor 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.

2.6 General Insurance Provisions - All lines:

2.6.1 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.

2.6.2 Contractor 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 the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; (1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or (2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

2.6.3 Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance 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 a statement that the insurance carrier(s) shall endeavor to provide thirty (30) days written notice to the County of Riverside prior to any cancellation or expiration in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement may 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. Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance. An individual authorized by the insurance carrier on its behalf shall sign the Certificate of Insurance. Contractor shall provide County with copies of insurance policy endorsements required pursuant to this agreement. Contractor will meet the requirements of this provision by providing thirty (30) days notification of cancellation or expiration in coverage to the County.

2.6.4 It is understood and agreed to by the parties hereto that Contractor's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

2.6.5 If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Contractor has become inadequate.



2.6.6 Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

2.6.7 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

2.6.8 Contractor agrees to notify County of any significant claim by a third party or any incident or event that may give rise to a claim against the County arising from the performance of this Agreement.

### **Exhibit 3: Scope of Services**

3.1 General Scope of Services – Contractor, under the general direction of REMSA, shall employ all resources necessary to continuously provide Advanced Life Support (ALS) emergency ambulance services as specified under this Agreement to the residents and visitors of Riverside County twenty four (24) hours a day, every day throughout the term of this Agreement.

3.1.1 Scope of Operations - Contractor shall comply with and be constrained by those roles and responsibilities assigned to Contractor by REMSA as stated in the Riverside County Emergency Medical Services (EMS) Plan including annual updates of the EMS Plan.

3.1.2 Continuous EMS System Improvement and Innovation Initiatives – The parties desire to continuously improve the EMS System and delivery of high quality emergency medical care. It is the County's intent to continuously improve the EMS System through the strategic planning process. As elements of the County EMS System Strategic Plan are developed and implemented throughout the life of this Agreement, Contractor agrees to cooperate with REMSA to implement improvements and enhancements of the EMS System to assure the residents and visitors of Riverside County continuously receive the highest quality emergency medical transportation services and associated emergency medical care. Contractor shall participate, as required by REMSA, in achieving the goals stipulated in the County EMS System Strategic Plan and the EMS Quality Improvement Plan (EQIP). As determined by REMSA, this shall include implementing and conducting all services described under this Agreement in a manner that assures clinical and operational performance excellence combined with innovative strategies and technology that optimize delivery of high quality out-of-hospital medical care, community service and service accountability.

3.1.2.1 Contractor shall cooperate with REMSA to develop annual system improvement and enhancement goals and reports consistent with the priorities established in the Riverside County EMS System Strategic Plan and EQIP. Annual goals and commensurate financial investment requirements for Contractor are subject to approval by REMSA. Achievement of annual goals, as evidenced by results demonstrated in the annual performance report (Exhibit 10, section 10.3), shall be considered prerequisite for consideration and approval of Contractor requests for earned extensions.

3.1.3 Advanced Life Support (ALS) Mandate - Contractor shall place an ALS ambulance on scene for every request for emergency medical services, unless otherwise authorized by REMSA through an approved Emergency Medical Dispatch (EMD) and resource response program that dictates level and priority of ambulance response. The ALS mandate may be suspended by REMSA either directly or by policy/protocol during a Multiple Casualty Incident (MCI) response.

3.1.4 County shall, except as otherwise provided herein, utilize Contractor exclusively for the provision of all ground ALS emergency ambulance services and shall refer all 9-1-1 emergency medical calls, including any direct call (7-digit or 10 digit phone calls) emergency medical

requests received at PSAPs, and prehospital emergency ambulance transports to Contractor within the Exclusive Operating Area(s). This provision shall not preclude the County from utilizing medical mutual aid resources during disasters or Multiple Casualty Incidents (MCIs) as determined necessary and authorized by the Medical Health Operational Area Coordinator (MHOAC). Nor shall this provision preclude County from requiring Contractor to enter into agreements with other qualified ambulance providers for the purpose of back up or mutual aid ambulance service. Any such mutual aid or back up agreements shall be approved in writing by REMSA.

3.2 Service Areas and Exclusive Operating Areas - Contractor shall provide ground ALS emergency ambulance services to the County for the exclusive operating areas (EOAs) and non-exclusive operating areas as stated in the County EMS Plan and the maps contained in Attachment 1, Operating Areas, and Attachment 2, Response Time Zones and Subzones.

3.2.1 Respond to All Requests - Contractor shall respond to all 9-1-1 and direct call (7-digit or 10 digit phone calls) requests for emergency ambulance services within their assigned areas as stated in this Agreement. Contractor shall provide services twenty four (24) hours a day, every day.

3.2.2 As necessary for public safety, health and welfare or to ensure an effective County EMS System, County reserves the right to make adjustments to the exclusive operating area(s) and/or non-exclusive operating areas consistent with applicable laws. Any changes in exclusive operating area(s) and/or non-exclusive operating areas shall be subject to County providing written notice to Contractor. Contractor shall be entitled to submit a rate increase request for additional expenses created by County adjustments to operating areas. Upon verification of additional expenses by the County, approval of rate increase shall not be unreasonably conditioned, delayed or withheld.

3.2.3 Mountain Non-Exclusive Operating Area – Contractor may enter into a subcontract, public/private or cooperative partnership with a REMSA authorized ALS emergency ambulance provider for services supplied to the Mountain operating area. Any such subcontract is subject to approval by REMSA and shall not be unreasonably conditioned, delayed or withheld.

3.3 Integration and Collaboration with the EMS System – Contractor shall work collaboratively with REMSA, PSAPs, public safety partners, other permitted ambulance providers, hospitals and communities to assure an integrated and coordinated system of readiness, emergency medical response, transport and continuity of patient care. This includes requests from or approved through REMSA for: mutual and automatic aid; community education and injury prevention campaigns; work on critical infrastructure; participation in planning activities; support for committees, joint training programs, drills, educational events and conferences; research projects; preparing grant or funding applications; supplying clinical reports and performance data, and continuous quality improvement initiatives.

3.3.1 County shall ensure Contractor, as an essential EMS System provider, is designated as a ground ALS emergency ambulance provider under the County's EMS Plan.

3.4 Automatic and Mutual Aid – Contractor shall comply with provisions of the County Master Ambulance Mutual Aid Policy as adopted and amended by REMSA.

3.4.1 Contractor shall implement an ambulance back-up and system surge plan as stated in Attachment 3, Ambulance Back-Up and System Surge Plan of this Agreement.

3.4.2 Contractor shall assist other EOA and non-EOA ambulance providers and provide mutual aid inside and outside the Riverside County Operational Area as requested by REMSA.

3.4.3 Automatic and Mutual Aid policies, protocols and operational procedures for Contractor to deploy or receive resources from within or outside the Riverside County Operational Area (OA) are subject to approval by REMSA.

3.5 Local Infrastructure – Contractor shall provide all necessary operational, clinical, and support service infrastructure within Riverside County to achieve optimal service delivery.

3.5.1 Contractor shall establish and maintain operations centers within the County. Operations centers are to be located in areas of the County that will most effectively support efficient Contractor operations. All operations centers shall be equipped with a generator and back up utilities capable of maintaining operations despite the loss of power or other essential utilities (e.g. phone lines, internet, etc.). Each operations center shall be of sufficient size and functional capability to support field staff and the ambulance deployment plan including but not limited to the following services:

3.5.1.1 Ambulance deployment and equipment stocking.

3.5.1.2 Operations management and administration.

3.5.1.3 Field Supervisor deployment and support.

3.5.1.4 Clinical and educational services including sufficient space capacity and technology to provide on-site employee meetings and education/training programs commensurate with the number of field employees supported by the operations center.

3.5.1.5 Adequate living quarters for field personnel if 24 hour units/supervisors are included in the ambulance deployment model.

3.5.2 Contractor shall establish and maintain an administrative headquarters within Riverside County. One of the operations centers may also double as the headquarters provided it is of sufficient capacity and capability to support the key personnel required under this Agreement.

3.5.3 Contractor shall maintain a communications center located within Riverside County for the system status management and dispatch of ALS emergency ambulances.

3.5.3.1 Contractor communications center shall utilize a radio and data communications plan approved by REMSA that digitally integrates Contractor communications and computer aided dispatch (CAD) with EMS response partners identified by REMSA in the EMS Plan. The radio and data communications plan shall contain provisions for redundancy to maintain Contractor operations in the event of primary communications systems failure due to any cause.

3.5.3.2 Contractor communications center shall be equipped with a generator capable of maintaining operations despite the loss of power or other essential utilities (e.g. phone lines, internet, etc.).

3.5.3.3 Integration and Relocation of Contractor Dispatching for Ground ALS Emergency Ambulances – Pursuant to on-going development and implementation of EMS System improvements under the County EMS System Strategic Plan and as subsequently detailed in the approved County EMS Plan update, the County reserves the right to require Contractor to integrate and relocate system status management and dispatching for emergency ambulance services to a County facility capable of supporting dispatch operations as described within this Agreement. Contractor shall be provided necessary space within the selected County facility in which it will locate Contractor personnel who shall retain control of Contractor deployment and system status management. Contractor shall be responsible for payment of all County costs incurred by the integration and relocation of dispatch services within a County facility and use of associated County infrastructure. Contractor shall be entitled to submit a rate increase request for additional expenses created by relocation of dispatching. Upon verification of additional expenses by the County, approval of the rate increase shall not be unreasonably withheld.

3.5.3.4 Any and all outside vendors or contractors employed by Contractor to provide work on any critical infrastructure that is housed in County facilities shall be pre-approved by REMSA and the appropriate County department.

3.5.3.5 Ambulance System Status Management, Deployment Planning and Shift Schedule(s) - Contractor will be responsible for planning the dispatch of ambulances through the provision of a deployment and system status management plan. Contractor shall provide to REMSA a written deployment and system status plan for the number of ambulances, their assigned locations, deployment strategies and shift schedule(s). Any changes to the plan must be provided to REMSA at least thirty (30) calendar days before the implementation date of the proposed change.

3.6 Community Contracts for Specific Ambulance Placement – This Agreement is focused upon Contractor service requirements and performance within the countywide EMS System. There are no provisions requiring ambulances to be placed in specific cities or communities of Riverside County. Contractor may contract directly with cities and communities to have an ambulance located within their community. Such arrangements are subject to the approval of REMSA and shall not be at the expense of the County.

3.7 Services for Mental Health Patients – Contractor shall provide services for County Mental Health patients as stipulated in Exhibit 3-A, Services for Mental Health.

3.8 County Medically Indigent Services Program (MISP) – Contractor shall provide ambulance transportation to persons enrolled in the County’s Medically Indigent Services Program (MISP).

Contractor shall be eligible for reimbursement contingent on the availability of funds received by the County.

3.9 Special Emergency Medical Services Programs – Contractor may provide special EMS programs as approved by REMSA. Examples of specialty care EMS programs include but are not limited to: event medical services; bicycle EMS services; tactical EMS services; and community paramedic services. Where applicable, such special service programs shall conform to established REMSA policies and California EMS Authority (EMSA) guidelines.

3.9.1 Non-transport special EMS programs shall be submitted for approval by REMSA prior to procurement of equipment, training of staff or establishing agreements with any entity other than REMSA. Approval is specific to the limits of each program and may not be generally construed as approval of Contractor as an authorized “First Responder”.

3.10 Compliance with REMSA Protocols, Policies, Procedures and Applicable Laws – Contractor shall comply with REMSA protocols, policies, procedures, performance standards, EMS System standards, EMS System requirements and with applicable laws in the provision of all services stated in this Agreement.

3.11 Capitalization – Contractor shall demonstrate continuous commitment to invest in infrastructure, advanced technology and equipment to optimize operational effectiveness, clinical care, and support services throughout the term of this Agreement.

3.11.1 County requires that Contractor provide its field personnel with equipment on a maximum five (5) year technology refresh cycle. That is, the equipment must be replaced after five (5) years. Replacement of existing equipment that has reached the end of its five year cycle shall be considered baseline operating maintenance and shall not be included in the formulation of annual system improvement goals or enhancements. This includes but is not limited to:

- 3.11.1.1 Cardiac monitors
- 3.11.1.2 Transport ventilators
- 3.11.1.3 Mobile data computers (MDCs)
- 3.11.1.4 Computer hardware for the County ePCR program
- 3.11.1.5 Mobile ambulance radios and handy-talkies (HTs)

3.11.2 Contractor shall continuously evaluate, upgrade and expand infrastructure commensurate with growth in call volume, population growth, advances in technology, community and stakeholder feedback and feedback or observations from their own local field and management personnel to assure operations, clinical care, and support services are optimized. REMSA shall evaluate Contractor’s infrastructure needs based upon the above elements. Upon the determination of REMSA, additional, updated or new infrastructure to be procured or replaced by Contractor shall be part of the annual improvement goal development process; subject to costs, financing and appropriate rate increases.

3.12 Disaster Assistance and Response – Contractor shall be actively involved in planning for and responding to MCIs and disasters in the County. Contractor shall implement the ambulance back up and system surge plan (Attachment 3) as requested by REMSA or the Medical Health Operational Area Coordinator (MHOAC). Once the plan is activated all Contractor resources and mission tasking shall be coordinated through the MHOAC in support of the County Emergency Operations Plan (EOP).

3.12.1 Contractor shall designate an individual who will have primary responsibility for disaster preparedness and planning coordination. This individual shall be the primary point of contact between Contractor and REMSA. Contractor disaster coordinator shall attend training, meetings and drills as requested by REMSA and support the MHOAC to assure adequate ambulance resources are available during MCIs and disasters.

3.13 County Dispatch Services - For Contractor service areas covered by the County Emergency Command Center (ECC) as the secondary PSAP, the County shall provide 9-1-1 and direct (7 digit or 10 digit) emergency call intake, EMD and CAD data entry services for Contractor. 9-1-1 and direct (7 digit or 10 digit) emergency call response data shall be supplied to Contractor through a digital CAD link. Contractor agrees to work collaboratively with the ECC to assure uninterrupted effective communications, information management and infrastructure compatibility. Contractor shall assign an individual that will serve as the primary point of contact for ECC personnel. Contractor shall pay a fee for the dispatch services provided by the County as stated in Exhibit 14-A, County Fee Schedule.

### Exhibit 3-A: Service for Mental Health

1. Mental Health Patients in the Field - Contractor shall provide ambulance transportation for persons in apparent need of mental health treatment and are under a hold pursuant to sections 5150-5157 of the Welfare and Institution Code, from their location within Riverside County to an appropriate evaluation health care facility within their primary response areas. Response times for the ambulance for transportation from the field will be thirty (30) minutes. Transportation for these persons may be by BLS unit or subcontracted out to BLS providers or by alternative transportation modes. Any subcontract for these services shall be subject to REMSA and the Riverside County Department of Mental Health (DOMH) approval.
  - a. If Contractor responds to a call where DOMH response personnel are on scene, the DOMH evaluator(s) shall provide patient destination to the Contractors personnel. Voluntary patients may be transported by DOMH staff or their designated transportation provider.
  - b. All other patient destinations shall be as directed by the appropriate personnel that were authorized and applied the hold under WIC 5150-5157.
  - c. The patient destination shall be clearly written on the original 5150-5157 document which shall accompany the patient.
  - d. For purposes of this Agreement “in the field” is also defined as patients in the following locations:
    - i. A law enforcement station or jail.
    - ii. A Hospital Emergency Department, if the patient is attended by DOMH staff and the 5150 was placed by DOMH staff.
2. Interfacility Transportation (IFT) of Mental Health Patients – Contractor shall provide transportation for persons on hold pursuant to sections 5150-5157 of the Welfare and Institution Code, from any Riverside County operated or contracted facility providing healthcare to a facility within Riverside County or San Bernardino County authorized to provide intensive mental health treatment. Transportation for these persons may be by BLS units or other appropriate means or subcontracted out to BLS providers, as approved by REMSA and the DOMH. Contractor or their subcontractor shall be the sole provider of such transportation services for all interfacility transports.
  - a. The sending County facility shall ensure that the patient has been accepted by the receiving facility before transferring the patient to the care of the Contractor. The sending facility shall notify Contractor of receiving facility acceptance, the name of the physician that accepted the patient at the receiving facility and provide proof of such authorization to Contractor.
  - b. The patient destination shall be clearly written on the original 5150-5157 document which shall accompany the patient.
  - c. Contractor shall be eligible to receive reimbursement from DOMH for IFTs at the approved MediCal rate for those patients for which the County is responsible and no other payment source is available. County shall issue Contractor transportation authorizations at time of service. Contractor shall submit record of County transportation authorization in their claim for reimbursement. Contractor shall make all reasonable attempts to collect from all other payment sources before utilizing DOMH as the payor of last resort.
3. Service Records – Contractor shall initiate, complete and transmit an ePCR to the REMSIS data base for all patients that receive services under this Agreement.



## Exhibit 4: Quality of Patient Care and Medical Oversight

4.1 Standards of Care –Contractor shall cooperate with REMSA and collaborate with EMS System participants to develop, implement and continuously improve clinical standards of care that optimize patient outcomes. Contractor further agrees to continuously maintain optimal effort to improve core indicators of quality service as established by REMSA with the goal to consistently provide excellent patient care and patient satisfaction.

4.2 Continuous Quality Improvement (CQI) Program Plan – Contractor shall work with REMSA to develop and implement a CQI program plan that ensures optimal patient care and effective operations for all services provided under this Agreement. The CQI program plan shall:

4.2.1 Be in compliance with California Code of Regulations, Title 22, Chapter 12, associated State guidelines and the REMSA EMS Quality Improvement Program (EQIP).

4.2.2 Utilize practices that promote integration and collaboration for clinical excellence with all EMS System participants.

4.2.3 Establish a sufficient organizational structure within Contractor’s county-wide operation that supports effective clinical oversight and execution of the plan.

4.2.4 Contain provisions to continuously monitor, evaluate and report core performance, process and patient outcome indicators as established by REMSA.

4.2.5 In addition to the provision of medical care, include the following areas:

4.2.5.1 Customer-Patient Satisfaction

4.2.5.2 Accountability for patient belongings

4.2.5.3 Injury/Illness Prevention

4.2.5.4 Community Education

4.2.5.5 Human Resources

4.2.5.6 Safety

4.2.5.7 Fleet, Equipment Performance and Materials Management

4.2.5.8 Unusual Occurrences, Incidents, and Complaint Management

4.2.5.9 Leadership

4.2.5.10 Communications (Deployment, System Status Management and Dispatching)

4.2.5.11 Risk Management

4.2.6 Demonstrate progressive quality improvement results evidenced by annual written updates to REMSA on the effectiveness of the plan and summary of activities conducted under the plan.

4.2.7 Include procedures to assure an electronic patient care report (ePCR) is generated for each patient response utilizing the REMSA approved data system.

4.2.8 Include linkages to continuing education programs.

4.2.9 Include action planning to improve performance based upon core indicators as established by REMSA.

4.3 Medical Control – REMSA is responsible for the provision of medical control over the EMS System which includes all medical services provided by Contractor under this Agreement. Prospective and on-line medical control of EMT and EMT-P personnel shall be according to the policies and procedures established by the REMSA Medical Director. Retrospective medical control shall be provided according to the standards set forth by the REMSA Medical Director through CQI programs, including continuing education programs conducted cooperatively by Contractor, REMSA, partner pre-hospital provider agencies and the base hospitals.

4.3.1 Contractor accepts REMSA’s authority to investigate all aspects of Contractor’s operation relevant to the assurance that patient care services under Contractor’s operation are performed in a safe and reliable manner. Accordingly, Contractor shall provide, in a timely and regular manner, all records, information, and reports requested by the REMSA Medical Director, or designee, to evaluate the emergency medical services provided by Contractor under this Agreement.

4.4 Medical Review/Audits – Contractor acknowledges that medical reviews and audits are a critical function of an effective medical quality assurance and improvement program.

4.4.1 Contractor shall work cooperatively with REMSA, base hospitals and other EMS partners to identify and support activities that provide case-based learning and feedback to all field personnel.

4.4.2 Contractor shall comply with requests by the REMSA Medical Director for employee attendance at medical reviews or audits.

4.5 Medical Advisor – Contractor shall employ a California licensed physician (MD or DO) as the medical advisor who shall be vested with sufficient authority to establish and enforce internal standards of excellence for the medical care provided by Contractor. The medical advisor shall serve as the primary liaison between Contractor and the REMSA Medical Director for medical issues.

4.5.1 The medical advisor shall be employed as a .25 FTE at minimum and identified in Contractor’s organizational structure.

4.5.2 The medical advisor shall be provided with sufficient support, including staff, to effectively oversee the medical components of the approved CQI and clinical education and training programs.

4.5.3 The medical advisor shall cooperate and collaborate with the REMSA Medical Director to develop and implement policies, protocols and procedures that ensure optimal patient outcomes.

4.5.4 Contractor shall include the REMSA Medical Director in the process for selection of the medical advisor.

4.6 Medical Committee Participation – Contractor shall participate in all medical committees, work groups and task forces as requested by REMSA.

4.7 Medical Research – Contractor shall cooperate with REMSA to explore opportunities, develop methodologies, implement, manage and publish research initiatives authorized by the REMSA Medical Director. This shall include all reasonable operational support to assist the REMSA Medical Director to complete publishable research projects during the life of this Agreement. Medical research projects may be included in the annual system improvement and enhancement goals and shall include but not be limited to:

4.7.1 Procuring equipment and supplies required to conduct studies approved by the REMSA Medical Director.

4.7.2 Providing logistical support including the staff necessary to implement methodologies included in studies approved by the REMSA Medical Director.

4.8 Patient Satisfaction Program – Contractor shall develop and implement a comprehensive Patient Satisfaction Program (PSP) that focuses on services provided to patients in the Riverside County EMS System. The PSP shall contain quantitative and qualitative assessment mechanisms that will enable REMSA to validate and benchmark patient feedback on the quality of services they were provided by Contractor.

4.9 Clinical Education and Training – Contractor shall develop and implement a clinical education and training program that utilizes contemporary performance based methods and processes, is linked to Contractor’s CQI program plan and is congruent with the REMSA EMS Quality Improvement Program (EQIP). The clinical education and training program will include elements as outlined in Attachment 4, Personnel Education and Training Program of this Agreement.

4.10 Incident Review and Investigations - Contractor will provide all information requested by REMSA relative to incidents and inquiries and will make involved personnel available for interview by REMSA staff in a timely manner.

4.10.1 Contractor’s supervisory and management personnel will assist REMSA with incident investigations and disciplinary activities as requested by REMSA.

4.10.2 Contractor will respond to REMSA requests for information within two (2) business days unless otherwise instructed by REMSA or otherwise required by applicable laws. This shall include patient care reports (PCR), supplemental patient information, CAD records, incident narratives and reports, inventory ordering, receipt and control documentation, fleet maintenance records, critical failure reports, safety reports and any other information or records required by REMSA to fully complete thorough reviews and investigations related to any services provided under this Agreement.

4.10.3 Contractor shall notify REMSA of the occurrence of any and all incidents, in accordance with the criteria, policies and procedures established by REMSA.

## **Exhibit 5: Response Time Performance, System Enhancement Fees and Performance Credits**

5.1 Emergency Response Time Zones and Subzones – Contractor service areas are exclusive operating areas (EOAs) and non-exclusive operating areas (non-EOAs) as designated in the County EMS Plan and as shown in the maps contained in Attachment 1, Operating Areas. Response time performance measurement within the EOAs and non-EOAs shall be calculated utilizing response time zones (RTZs) and response time subzones (RTSZs) as shown in the maps in Attachment 2, Response Time Zones and Subzones.

5.2 Response Time Performance Standards –Contractor shall continuously maintain optimal effort to improve key indicators of quality performance such as ambulance response times. Contractor further agrees that the performance criteria stated in this Agreement are intended as a minimum baseline for measuring minimum performance and Contractor will maintain optimal effort to continually exceed those minimum standards.

5.2.1 Contractor shall deploy sufficient resources to meet the response time standards as described in Exhibit 5-A, Emergency Ambulance Response Time Standards, in all RTZs and RTSZs a minimum of 90% of the time.

5.2.2 Response time changes based upon increasing call volume, call density or population growth - County shall review Contractor emergency response volume in the RTZs and RTSZs annually. Increasing call volume or identified and sustained call density in the RTZs and RTSZs, either based upon population growth or other factors, may be considered by REMSA for possible changes to response time standards.

5.2.2.1 REMSA shall include Contractor in the annual review process and provide proposed changes to response time standards to Contractor by the first work day of March each year.

5.2.2.2 Changes to response time standards based upon the annual review shall be effective on July 1 each year.

5.2.2.3 Contractor shall be entitled to submit a rate increase request for additional expenses created by addition of resources required to meet improved response time standards. Upon verification of additional expenses by the County, approval of the rate increase shall not be unreasonably withheld, conditioned or delayed.

5.2.3 Medical Priority Dispatch System (MPDS). County desires to continuously improve system efficiency by establishing resource response priorities during the term of this Agreement. Contractor agrees to cooperate with REMSA and EMS System participants to establish the Medical Priority Dispatch System (MPDS) with ProQA as the standard for resource

prioritization within the County and as approved by REMSA and established pursuant to the programs, policies, protocols and procedures of the REMSA Medical Director.

5.2.3.1 Prioritized response time standards utilizing MPDS protocols for response prioritization - Contractor agrees to work with REMSA and EMS System participants to develop and implement modified response time standards, as approved by REMSA and established pursuant to the programs, policies, protocols and procedures of the REMSA Medical Director. Compliance with set standards will be required in the same format as general Contractor compliance noted in section 5.2.2.

5.3 Response Time Performance Monitoring and Measurement - Contractor shall utilize a REMSA approved digital Computer Aided Dispatch (CAD) program synchronized to the atomic clock to capture all data elements required for accurate response time performance measurement, analysis and reporting. Additionally, Contractor shall cooperate with REMSA and First Watch or REMSA approved alternative vendor to provide and maintain continuous 24/7 data feeds to First Watch or REMSA approved alternative for real time monitoring and analysis of response time performance. Contractor shall provide direct remote read only access to Contractor CAD system and associated data as requested by REMSA.

5.3.1 The following times shall be captured by the digital CAD:

- 5.3.1.1 Time the response request was received by Contractor
- 5.3.1.2 Time the appropriate unit was assigned to the response
- 5.3.1.3 Time the ambulance was in route to the response address
- 5.3.1.4 Time the ambulance arrived on scene at the response address
- 5.3.1.5 Time the ambulance departed the scene
- 5.3.1.6 Time the ambulance arrived at the hospital emergency department
- 5.3.1.7 Time the ambulance was response ready and back in service

5.3.2 Contractor shall utilize Automated Vehicle Location (AVL) and Global Positioning System (GPS) linked to the digital CAD for real time tracking of all emergency ambulance responses and shall make AVL/GPS data and real time monitoring capability available to REMSA and entities authorized by REMSA.

5.3.3 Response time shall be measured in minutes and whole seconds from the time the call is received by Contractor from the PSAP or secondary PSAP, or direct call, until arrival of the ambulance at the incident location or the call is cancelled by the PSAP or secondary PSAP.

5.3.3.1 Contractor shall be given fifteen (15) seconds for pager cue time.

5.3.3.2 Incidents where Contractor's ambulance has been given direction to stage away from the incident location by the PSAP, secondary PSAP or on-scene incident commander, the response time clock will stop when the ambulance arrives at the staging location.

5.3.3.3 Calls canceled in route shall not be used to determine compliance. These calls shall be reported separately in the monthly reports and not counted for on-time responses.

5.4 Response Time Exemptions – Contractor shall maintain sufficient resources to meet all obligations under this Agreement. In rare occasions, unusual events outside Contractor’s control may occur that directly affect Contractor’s ability to meet response time requirements. In such cases, when evaluating Contractor’s response time performance to determine compliance with response time requirements, REMSA shall factor in the unusual circumstances and exempt specific responses. Specific exemptions that may be considered by REMSA include but are not limited to:

5.4.1 Responses that are delayed due to ambulance patient offload delays (APOD) at a hospital or hospitals.

5.4.2 Responses that are delayed due to extended wait times at railroad crossings in the City of Riverside only.

5.4.3 Responses that are delayed due to uncontrollable access problems as a result of extreme weather on a case-by-case basis (e.g. roads are unpassable).

5.5 System Enhancement Fees - If Contractor fails to meet the response time standards or performance standards in the delivery of service, except as otherwise exempted, Contractor shall be assessed system enhancement fees as described in Exhibit 5-B, System Enhancement Fees.

5.6 Emergency Response Time Performance Credits - If Contractor meets the response time standards in the delivery of service in any one given Response Time Zone (RTZ), as well as in the Response Time Subzones (RTSZ) located within the areas, as defined in Attachment 2, Response Time Zones and Subzones, Contractor will be awarded performance credits to off-set System Enhancement Fees assessed for that RTZ, as specified in Exhibit 5-C, Emergency Response Time Performance Credits.

5.7 REMSA will inform the Contractor in writing of the incidents, fees and credits incurred on a monthly basis. Contractor shall be entitled to appeal any incidents and fees to REMSA within ten (10) calendar days of receipt. Unless REMSA reverses the fees, Contractor shall pay all fees within forty five (45) calendar days of receipt of the quarterly invoice from REMSA. A late payment charge of ten (10) percent will be assessed monthly if payment is not received within forty five (45) days. Fees shall be paid to the “County of Riverside” with payments directed to REMSA. Collected fees will be used for purposes to supplement EMS System costs and enhancements such as EMS patient data and information systems and medical equipment.

## Exhibit 5-A: Emergency Ambulance Response Time Standards

Response Time Definition for 9-1-1 Responses – The elapsed time (interval) in minutes and whole seconds from the time the call is received by Contractor from the PSAP, secondary PSAP or direct call until arrival of the ambulance at the incident location or the call is cancelled by the PSAP or secondary PSAP.

**Response Time Metric Calculation** – Shall be the result of the elapsed time (interval) between clock start and clock stop minus the fifteen (15) second pager cue time allowance.

Response Time Clock Metrics to be captured by the digital CAD synchronized to the atomic clock for calculation of response time:

1. Time Stamp Metric for Clock Start – The exact time (hour/minute/second) on a twenty four (24) hour clock that Contractor received the response information and address from the PSAP, secondary PSAP, or direct call.
2. Time Stamp Metric for Clock Stop - The exact time (hour/minute/second) on a twenty four (24) hour clock that the ambulance arrived on scene; or the exact time (hour/minute/second) the ambulance arrived at the staging location if requested to stage by the PSAP, secondary PSAP, or incident commander; or the exact time (hour/minute/second) the call was cancelled by the PSAP or secondary PSAP.

### Response Time Standards

#### **Metro - Ten (10) Minutes or less**

Contractor shall place an ambulance on scene in ten (10) minutes or less 90% of the time in the areas identified by the maps in Attachment 2, Response Time Zones and Subzones.

#### **Urban - Fourteen (14) Minutes or less**

Contractor shall place an ambulance on scene in fourteen (14) minutes or less 90% of the time in areas identified by the maps in Attachment 2, Response Time Zones and Subzones.

#### **Suburban - Twenty (20) Minutes or less**

Contractor shall place an ambulance on scene in twenty (20) minutes or less 90% of the time in areas identified by the maps in Attachment 2, Response Time Zones and Subzones.

#### **Rural - Thirty (30) Minutes or less**

Contractor shall place an ambulance on scene in thirty (30) minutes or less 90% of the time in areas identified by the maps in Attachment 2, Response Time Zones and Subzones.

#### **Wilderness - Sixty (60) Minutes or less**

Contractor shall place an ambulance on scene in sixty minute (60) minutes or less 90% of the time in areas identified by the maps in Attachment 2, Response Time Zones and Subzones.

### Exhibit 5-B: System Enhancement Fees

If Contractor fails to meet the response time standards or performance standards in the delivery of service, except as otherwise exempted by REMSA, Contractor shall be assessed system enhancement fees in the following amounts:

1. For each response Contractor exceeds the response time standard, the following amounts shall be assessed:

0.01 - 1 minute	= \$5.00
1.01 - 2 minutes	= \$10.00
2.01 - 3 minutes	= \$20.00
3.01 - 4 minutes	= \$50.00
4.01 - 5 minutes	= \$70.00
5.01 - 6 minutes	= \$180.00
6.01 - 7 minutes	= \$220.00
7.01 - 8 minutes	= \$392.00
8.01 - 9 minutes	= \$448.00
9.01 - 10 minutes	= \$504.00
10.01- 15 minutes	= \$800.00
15.01 – 20 minutes	= \$1000.00
20.01 – 30 minutes	= \$1200.00
30.01 – 60 minutes	= \$2,400.00
More Than 60 minutes	= \$10,000.00

2. \$1000.00 for failure of the ambulance crew to report their arrival on scene and the on scene time is not verifiable by other reliable means.
3. \$1000.00 for any preventable mechanical failure, as determined by REMSA, during patient transport.
4. For each calendar month in which Contractor has not met the 90 percent response time standard in any zone, Contractor shall be assessed an additional lump sum as follows:
  - a. 88-89.99% = Total enhancement fees assessed for that zone doubled.
  - b. 86-87.99% = Total enhancement fees assessed for that zone tripled.
  - c. Less than 86% = Total enhancement fees assessed for that zone quadrupled.



### Exhibit 5-C: Emergency Ambulance Response Time Performance Credits

If Contractor exceeds the minimum response time standards in the delivery of service in any one given Response Time Zone (RTZ), as well as in the Response Time Subzone(s) (RTSZ) located within that RTZ, as defined by Attachment 2, Response Time Zones and Subzones, Contractor will be awarded the following performance credits to off-set system enhancement fees assessed for that same RTZ as stated in Exhibit 5-B:

% Compliance	Credit
91% -92%	15%
92.01% - 93%	35%
93.01% - 94%	50%
94.01% - 95%	75%

The County will forgive all assessed system enhancement fees for response time compliance over 95% in a single RTZ, excluding those fees generated by responses greater than 10 minutes late

In addition, if all RTZs and RTSZs as defined in Attachment 2, Response Time Zones and Subzones exceed minimum compliance, the following additional credits will apply:

% Compliance	Credit
91% -92%	15%
92.01% - 93%	35%
93.01% - 94%	50%
94.01% - 95%	75%

The County will forgive assessed system enhancement fees for response time compliance over 95% in all RTZs, excluding those fees generated by responses greater than 10 minutes late

Credits will be applied to off-set assessed system enhancement fees only during the same compliance period.

## Exhibit 6: Personnel Requirements

6.1 Working Conditions/Stable Workforce – It is the intent of County that Contractor demonstrates commitment to attract and maintain a highly professional and stable workforce. Contractor will have a program aimed at retaining employees and minimizing turnover. Such a program will include, but not be limited to:

6.1.1 Working with unions and an employee group to create an ongoing employee satisfaction assessment and monitoring system including surveys designed to monitor employee dissatisfaction and satisfaction levels.

6.1.2 Conducting exit interviews with employees leaving employment to identify the dissatisfiers that could be driving employee turnover. Reports of such analyses and Contractor's improvement strategies will be available to REMSA.

6.1.3 Contractor will track and report employee turnover and results of employee satisfaction surveys annually to REMSA.

6.2 Workforce Professionalism – Contractor shall implement standards of behavior for their employees that establish the highest degree of professionalism and accountability for all services rendered under this Agreement. These standards shall include but not be limited to the following:

6.2.1 A code of professional conduct

6.2.2 Pre-employment screening, interviews and testing

6.2.3 Prospective employee criminal background checks

6.2.4 Vehicle, equipment and station use and maintenance

6.2.5 Personal cleanliness and grooming

6.2.6 Employee physical fitness for duty

6.2.7 Uniform standardization, cleanliness, appearance and care

6.2.8 Maintaining required professional credentials

6.2.9 Communicating with patients

6.2.10 Knowledge of and compliance with applicable laws, policies, protocols and procedures governing the professional practice of EMS

6.2.11 Interactions with other members of the EMS team (e.g. First Responders, healthcare facility staff, other ambulance providers, REMSA staff)

6.2.12 Interactions with the public

6.2.13 Appropriate use of social media

6.2.14 Interactions with patient families

6.3 Organizational Staffing and Key Management Personnel – Contractor shall have key management personnel identified in their organization that are responsible for the services provided under this Agreement. REMSA shall be entitled to review and approve key management personnel. Such approval shall not be unreasonably withheld. In the event REMSA has bona fide and legitimate complaints regarding the performance of any key personnel during the term of this Agreement, Contractor agrees to cooperate in good faith with REMSA in addressing and resolving such concerns.

Contractor shall submit an organization chart and associated job descriptions to REMSA within sixty (60) calendar days of the signing of this Agreement and shall identify key management personnel in the following functions:

- 6.3.1 Operations
- 6.3.2 Medical CQI/Clinical
- 6.3.3 Communications
- 6.3.4 Deployment, System Status Management and Performance
- 6.3.5 Fleet Services
- 6.3.6 Customer Service/Business Services
- 6.3.7 Education/Training
- 6.3.8 Field Supervision
- 6.3.9 Disaster Preparedness, Planning and Coordination

6.4 Credentialing – Contractor shall ensure that all field personnel are credentialed by REMSA and that valid credentials are maintained by all personnel throughout the term of this Agreement. No field personnel shall be allowed to work in the field unless they have valid credentials. Field personnel credentials shall be entered into the REMSA data base. Credentialing requirements shall be as follows or as modified by REMSA policies:

- 6.4.1 EMTs
  - 6.4.1.1 EMT certification by REMSA
  - 6.4.1.2 CPR for Professional Rescuers
  - 6.4.1.3 California Driver’s License
  - 6.4.1.4 California Ambulance Driver Certification and associated Medical Certification
- 6.4.2 Paramedics
  - 6.4.2.1 California Paramedic License
  - 6.4.2.2 Accreditation by REMSA
  - 6.4.2.3 CPR for Professional Rescuers
  - 6.4.2.4 California Driver’s License
  - 6.4.2.5 California Ambulance Driver Certification and associated Medical Certification
  - 6.4.2.6 ACLS Certification
  - 6.4.2.7 PALS Certification or other pediatric course approved by REMSA
  - 6.4.2.8 PHTLS Certification or other trauma course approved by REMSA

6.5 Ambulance Staffing - Ambulances performing services under this Agreement shall be staffed with at least two REMSA credentialed individuals at all times. Staffing configurations shall conform to the following:

- 6.5.1 Two REMSA accredited paramedics; or
- 6.5.2 A REMSA accredited paramedic and a REMSA certified EMT.
- 6.5.3 All field personnel uniforms and identifiers (e.g. name plates, badges, patches, etc.) shall conform to Contractor’s policies and are subject to approval by REMSA.

6.5.4 Alterations to staffing requirements may be authorized by REMSA as part of an Emergency Medical Dispatch (EMD) and priority resource utilization program.

6.6 Field Supervisor Program – Contractor shall utilize field supervisors for the direct supervision of field personnel. These individuals will ensure that field personnel maintain the highest level of professionalism, patient care and customer service for all services rendered under this Agreement. These individuals shall be credentialed by REMSA under the EMS Supervisor Program and fulfill all of the duties, roles and responsibilities contained therein. There shall be a minimum of one (1) field supervisor on duty at all times for every fifteen (15) ambulances in service by operation. Field supervisor deployment shall be evenly dispersed across all zones. In addition to individuals meeting the REMSA credentialing criteria for inclusion in the EMS Supervisor Program, Contractor shall have a written program which clearly describes the eligibility criteria, training, roles and responsibilities of field supervisors.

6.6.1 On-Duty Field Supervisors shall be available to and cooperate fully with the REMSA Duty Chief and Duty Officers. Contractor shall collaborate with REMSA to establish policies, protocols and procedures establishing 24/7 communications capability between REMSA and Contractor's Field Supervisors for incident information that will assist REMSA with its duty to monitor, coordinate and manage the EMS System.

6.7 General Education and Training – Field employees shall receive all education and training as stipulated under Attachment 4, Employee Education and Training Programs.

6.8 Employee Health and Wellness – Contractor shall establish programs to assure employee health and wellness including but not limited to the following:

6.8.1 Injury and Illness Prevention Program (IIPP) shall include but not be limited to:

6.8.1.1 All training required by the Occupational Safety and Health Administration (OSHA) for EMS field personnel

6.8.1.2 The following vaccinations and screenings, or record of declination, required by the Riverside County Public Health Officer or designee:

1. **Tuberculosis** PPD test semi-annually
2. **Hepatitis B** Given in a three (3) dose series (dose #1 initial, #2 in 1 month, #3 approximately 5 months after #2).
3. **Influenza** Give 1 dose of trivalent inactivated influenza vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
4. **MMR** For healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination, give 2 doses of MMR, 4 weeks apart.
5. **Varicella (chickenpox)** For HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give 2 doses of varicella vaccine, 4 weeks apart.
6. **Tetanus, diphtheria, pertussis** Give all HCP a Td booster dose every 10 years, following the completion of the primary 3-dose series. Give a 1-time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP

younger than age 65 years with direct patient contact.

7. The Contractor shall maintain records for all field employee screenings, immunizations and vaccinations, including declinations. Records shall be made available for inspection by REMSA upon request.

6.8.1.3 Communicable Diseases Exposure and Infection Control

6.8.1.4 Hazardous Materials/Hazardous Communications

6.8.1.5 Lifting and patient movement

6.8.1.6 Proper use of equipment and vehicles

6.8.1.7 Physical fitness for duty

6.8.1.8 Use of personal protective equipment (PPE)

6.8.2 Chemical Dependency and Substance Abuse Prevention

6.8.3 Workplace violence

6.8.4 Fatigue awareness and mitigation – Contractor shall develop a policy which stipulates maximum amount of time an employee can continuously be on-duty; and rest/sleep requirements that must be followed for all employees that are continuously on-duty for more than twelve (12) hours.

6.8.5 Critical Incident Stress Debriefing and Evaluation

6.9 Field Training Officers (FTO) - Contractor shall designate a sufficient number of field training officers who shall function as trainers and perform other duties on behalf of Contractor. Field training officers shall meet REMSA requirements as preceptors. Contractor shall have a comprehensive FTO program approved by REMSA that establishes roles and responsibilities, employee eligibility criteria, credentialing and education/training requirements. FTO roles and responsibilities shall be integrated into Contractor's CQI Plan and education/training programs.

6.10 Paramedic Preceptors - Contractor shall cooperate with REMSA approved paramedic training programs and REMSA to develop a preceptor program. The preceptor program shall provide adequate, as determined by REMSA, paramedic field internship positions in support of REMSA approved programs. Preferential placement for paramedic field internship shall be provided to REMSA approved paramedic programs.

## Exhibit 7: Communications

7.1 The parties agree that this section is subject to modification in the event that REMSA, through the on-going EMS System improvements as implemented under the County EMS System Strategic Plan, decides to exercise the option for integration and relocation of Contractor dispatching for ALS emergency ambulances as stipulated in Exhibit 3, section 3.5.3.3.

7.2 System Integration – Contractor shall establish policies and procedures for the integration of radio and data communications with PSAPs, base hospitals, the Public Health and Medical Communications Center, and on-scene incident command.

7.3 Communications Center Operations - Contractor shall operate a dispatch center located within Riverside County and maintain all hardware and software (fixed, mobile, interfaces, and networks) necessary to receive and fulfill requests for emergency ambulance services made by County PSAP Centers. Contractor shall be capable of receiving and replying to requests for emergency ambulance services by voice and by CAD interface. Contractor's dispatch center shall be capable of dispatching all ambulance units used to provide emergency ambulance services pursuant to this Agreement. Contractor shall implement a CQI program for the evaluation of dispatch operations, education and training of dispatchers, problem identification and resolution. The Dispatch CQI Plan shall be submitted to REMSA within one hundred eighty (180) calendar days of signing of this Agreement and updated synchronously with Contractor CQI Plan.

7.3.1 Computer Aided Dispatch (CAD) and Information Technology (IT) Support - Contractor must maintain a Computer Aided Dispatch (CAD) system according to the specifications of REMSA that assures a complete audit trail for all response times and assures REMSA access to the response time data at any time to assure Contractor compliance.

7.3.1.1 Contractor will establish and maintain digital CAD-to-CAD interfaces with PSAPs as requested and authorized by REMSA.

7.3.1.2 Contractor shall pay costs for all interfaces with REMSA and any provider agencies to Contractor's computer equipment for the purpose of receiving data and for hardware at Contractor's dispatch facility.

7.3.1.3 Contractor shall ensure its own information system's hardware, software and personnel are capable of receiving and processing required data including, but not limited to, the ability to continuously monitor data transfer system stability and resolve system failures. In the event of a CAD outage Contractor shall deploy a continuity of operations plan, which shall be submitted to and approved by REMSA within thirty (30) calendar days of the signing of this Agreement.

7.3.2 Supervisors – Contractor shall have a Dispatch Supervisor program that ensures dispatch operations are supervised twenty four (24) hours per day, every day through the term of this

Agreement. The Dispatch Supervisor program shall also contain requirements for employee eligibility, education and training.

7.3.3 Dispatcher/System Status Controller (SSC) and Call Taker Training - Contractor shall have a comprehensive dispatcher/SSC and call taker program that ensures effective dispatch operations twenty four (24) hours per day, every day through the term of this Agreement. The dispatcher/SSC and call taker program shall also contain requirements for employee eligibility, education and training.

7.4 Radio and Data Infrastructure and Equipment Requirements - Contractor will provide REMSA with a comprehensive radio system/network design including, but not limited to, site selection, power, security, IP backhaul and inter-site communications. Should Contractor's radio communication system be upgraded or replaced within the term of the Agreement, Contractor at their cost will upgrade and/or replace their radio communication equipment to be compatible with and operate on the new system. Modifications to the radio system/network shall be proposed to REMSA for approval at least thirty (30) calendar days prior to initiation of work.

7.4.1 Unit Mobile Radios - Contractor is responsible for the communications equipment on ambulances and supervisory units used in performance of emergency ambulance services for REMSA. Contractor shall equip all ambulances and supervisory vehicles with radio equipment for communications with Contractor's dispatch center on Contractor's radio channels.

7.4.1.1 Radio communications equipment used for ambulance-to-hospital communication shall be configured so that personnel providing patient care are able to directly communicate with base or receiving hospital staff regarding the patient.

7.4.1.2 Approved radio equipment shall be installed in conformance with existing REMSA policies prior to assignment of a vehicle to an emergency response area. Installations and removals will be at Contractor's expense.

7.4.1.3 Contractor shall operate communications equipment in conformance with all applicable rules and regulations of the Federal Communication Commission, and in conformance with all applicable REMSA policies and operating procedures.

7.4.2 Portable or Handheld Radios - Contractor will provide each crew member assigned to an ambulance or supervisor unit with a VHF portable radio programmed annually as specified by REMSA. Contractor shall maintain a minimum cache of twenty (20) spare radios for back-up purposes.

7.4.3 Mobile Data Computers (MDCs) – Contractor shall equip each emergency ambulance and supervisor vehicle with a MDC that is capable of receiving and sending response related information to and from the vehicles. Contractor shall provide REMSA with the specifications for approval of any new MDCs to be used in the vehicles prior to purchase. All existing MDCs shall be afforded grandfathered approval by REMSA upon signing of this Agreement.

7.5 Global Positioning System (GPS) and Automatic Vehicle Location (AVL) - Contractor will provide an Automatic Vehicle Locator/Global Positioning System (AVL/GPS) solution integrated with ambulance and supervisor vehicle MDCs, including the equipment, software, and ongoing maintenance, solely at Contractor's expense. Contractor's ambulances and supervisor units must be equipped with a wireless modem and GPS receiver that links to its communications center's CAD system to track vehicle locations and select the closest available unit. Contractor shall supply AVL/GPS feeds to REMSA and other public safety agencies as authorized and requested by REMSA.

7.6 Radio Frequency Use, Management and Credentialing - Contractor will provide REMSA copies of all radio frequency records and will coordinate all frequency licensure activity through REMSA.

7.7 Communications Equipment Replacement— As stated in this Agreement, Contractor agrees to replace communications equipment according to a five (5) year technology refresh cycle. Communications equipment that provides new capabilities to the Contractor's operations above the established baseline capabilities at the effective date of this Agreement may be included in annual improvement and enhancement goals. Replacement of existing equipment that has reached the end of its five year cycle as stated in this Agreement shall be considered baseline operating maintenance and shall not be included in the formulation of annual improvement and enhancement goals.

7.7.1 For the purposes of technology refresh the Contractor's computer aided dispatch system will not be included in the technology refresh program; however, the contractor shall utilize upgrades offered by their CAD vendor if they are applicable to the contractor's service offerings under this Agreement.



## **Exhibit 8: Customer Service and Community Education**

8.1 Customer Service Excellence – Contractor shall develop and implement a customer service program that establishes and maintains customer service excellence. Contractor shall include qualitative and quantitative evaluation of customer feedback for services provided under the terms of this Agreement. Findings and metrics shall be included in the annual performance report to REMSA as stated in Exhibit 10, section 10.3, and shall document and incorporate feedback from, but not limited to, the following customers:

- 8.1.1 Fire Department First Responder Agencies
- 8.1.2 Base Hospital Paramedic Liaison Nurses (PLN) and ED Medical Directors
- 8.1.3 Non-Base Prehospital Receiving Hospitals
- 8.1.4 City Managers
- 8.1.5 Sub-Acute Care Facilities (e.g., clinics, dialysis centers)
- 8.1.6 Skilled Nursing Facilities and Assisted Living Facilities

8.2 Community Education Program - Contractor will provide a community education program that contains a minimum of one hundred and twenty (120) hours per year for each ambulance operating area, as defined by Attachment 1, Operating Areas. Contractor will prepare an annual Community Education Plan with specific goals and objectives to meet or exceed minimum acceptable levels set by the EMS Administrative Group for that operating area. The Plan will be submitted to REMSA and the EMS Administrative Group for review and approval prior to implementation and shall include but not be limited to:

- 8.2.1 Community CPR (Cardio Pulmonary Resuscitation) and AED (Automated External Defibrillator) Program
- 8.2.2 Community Injury and Illness Prevention
- 8.2.3 CPR and first aid for schools
- 8.2.4 Annual Public Information Campaign (e.g., appropriate use of 9-1-1, population based healthcare messaging)
- 8.2.5 Other topics as mutually agreed upon by Contractor and REMSA

8.3 Communications with the Electronic or Print Media - Contractor will notify REMSA of all communications with the media when it involves services within the scope of this Agreement.

## Exhibit 9: Fleet and Equipment

9.1 Ambulances - Contractor's ambulances shall meet the standards, subject to REMSAs authority to alter, as specified in Riverside County Ambulance Ordinance No. 756, as may be amended from time to time, or other County ordinance, resolution or REMSA program, policy, protocol or procedure governing the provision of ambulances and equipment. All emergency ambulances used for prehospital care and transport shall be Type III (Modular) ambulances that conform to the highest standards for crash safety rating, passenger/patient safety systems, and shall have less than 250,000 miles of service on the ambulance. All vehicle exterior colors, lettering, graphics and markings on ambulances and supervisor vehicles must be approved by REMSA. Additionally, all ambulances utilized for response to 9-1-1 and prehospital emergency calls shall meet or exceed the standards established by the Commission on Accreditation of Ambulance Services (CAAS).

9.2 Vehicle Maintenance Program - Contractor will institute and maintain a preventative vehicle maintenance program that must be approved by REMSA. The maintenance program shall include sufficient service sites strategically located throughout Contractor's service areas so that out-of-service time is limited. The maintenance program shall contain, but not be limited to, metrics for annual miles driven, lost unit hours due to mechanical failures, number of mechanical failures and vehicle accidents. Vehicle performance metrics shall be included in Contractor's annual performance report to REMSA.

9.3 Field Supervisor Vehicles - Prehospital emergency ambulance support vehicles (Field Supervisor Vehicles) shall have less than 250,000 miles of service on the entire vehicle (engine, drivetrain, chassis, truck body and all associated major parts). Each field supervisor on-duty shall be assigned a dedicated emergency response vehicle (ERV) which shall meet all requirements for designation as an ERV and be equipped pursuant to REMSA specifications.

9.4 Durable Medical Equipment - County requires that Contractor provide its field personnel standardized durable medical equipment as specified by the REMSA standard drug and equipment list or as approved by REMSA for use within a specialty EMS services program. Contractor shall fully support achievement of the County EMS System Strategic Plan objectives and comply with resulting REMSA policies for equipment standardization with First Responders.

9.4.1 Contractor shall have a durable medical equipment maintenance program. Critical failures of medical equipment shall be reported consistent with applicable laws and to REMSA. Lost unit hours due to equipment failure or malfunctions shall be reported to REMSA monthly and included in Contractor's annual performance report to REMSA.

9.4.2 Mandatory Cardiac Monitor Purchase – Contractor shall purchase new cardiac monitors for every ambulance used under this Agreement. REMSA shall specifically identify the new monitors to be purchased by Contractor and the new equipment shall be in service by January 1, 2016.

9.5 Disposable Medical Equipment - Contractor will equip and supply ambulances according to REMSA policies, protocols and procedures. This inventory may be modified only with the written approval of REMSA.

9.5.1 Ambulance Equipment/Supplies Restock - Contractor will submit a detailed written plan to maintain adequate equipment and supplies on all ambulances. The plan shall include provisions for support services strategically located across the County to maximize unit in-service time and minimize out-of-service time for equipment restocking. Lost unit hours due to equipment restock shall be reported to REMSA monthly and included in Contractor's annual performance report to REMSA.

9.6 Equipment and Supply Cache – Contractor shall maintain an on-site inventory of equipment sufficient to ensure continued, uninterrupted operations for fourteen (14) calendar days in the event of a large scale disaster.

## **Exhibit 10: Operational and Clinical Data Collection, Information Management and Reporting**

10.1 The Riverside County EMS Information System (REMSIS) - County shall operate, coordinate and maintain REMSIS to fulfill its duties and responsibilities as prescribed by the California Health and Safety Code, California Code of Regulations, Emergency Medical Services Authority (EMSA) Guidelines and the EMS Plan. REMSIS shall consist of an ePCR platform, associated secure data base and analytical and reporting tools pursuant to REMSA specifications. The REMSIS ePCR shall be utilized by Contractor to capture and transmit patient care reports and data, and by REMSA to perform clinical quality oversight for medical services provided by Contractor. REMSIS shall also include the electronic sharing of ePCR data to the trauma registry, the STEMI and stroke registry, the credentialing data base, the Public Health injury prevention data base (Submersion Injury Report), First Watch (First Pass), the EMS Authority, and Contractor's billing program. Contractor shall cooperate fully with REMSA to assure continuous improvement of REMSIS that will enable REMSA and the REMSA Medical Director to validate optimal patient care is provided by Contractor.

10.1.1 Contractor shall assure a REMSIS ePCR is created, completed and transmitted to the data server for every EMS response and prehospital transport by Contractor.

10.1.2 The purpose of REMSIS is to assist County and Contractor in the following:

10.1.2.1 Modifying and enhancing the 9-1-1 System based on needs identified through data collection.

10.1.2.2 Identifying protocol and training needs for current and future prehospital treatments and procedures.

10.1.2.3 Communicating patient data to other health care providers and partners in order to provide for continuity of patient care.

10.1.2.4 Performing patient outcomes measurement and quality assurance function.

10.1.2.5 Optimizing the quality and efficiency of clinical care and overall operations.

10.1.2.6 Identifying research opportunities for improved patient care.

10.1.3 Contractor shall pay costs that include personnel, support, vendor maintenance, hardware and software procurement, annual maintenance and upgrades, annual County IT oversight for REMSIS and associated information systems. County has determined that the amount as specified in Exhibit 14-A, County Fee Schedule constitutes a reasonable allocable share of the current cost which should be payable by Contractor, based on the benefit of REMSIS and associated information systems to Contractor. County represents that this payment shall be less than or equal to the County's actual costs to provide REMSIS and associated information systems. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

10.2 Dynamic Performance Monitoring - Contractor shall cooperate with REMSA to utilize First Watch, or REMSA approved equivalent, as a data reporting application for the near real time evaluation of operational performance, response time data, clinical data and syndromic surveillance. The First Watch system or REMSA approved equivalent will allow secure Web-based access to REMSIS. Contractor

shall cooperate with REMSA and First Watch to implement a dashboard, a web-enabled platform that mines and presents data from a single or multiple disparate data sources for quick access to near real time data that is critical information enabling REMSA to monitor Contractor's performance and compliance with the provisions of this Agreement. First Watch shall interface with the REMSIS, Contractor CAD and other CAD or data systems as requested and approved by REMSA. First Watch features specified by REMSA include but are not limited to:

10.2.1 Trigger design and configuration capability

10.2.2 Individual dashboard views

10.2.3 Snapshots of current status in real time

10.2.4 Drill-down capability from the dials and pie charts

10.2.5 Drill down into the underlying First Watch trigger for detailed information

10.2.6 Current trend monitoring on qualifying events and metrics

10.2.7 Monitoring of key performance indicators in real time, current or month-to-date views of compliance to requirements

10.2.8 Status indicators to ensure data are online and serve as a visual indicator in alerting mode for trend triggers

10.2.9 Syndromic surveillance pursuant to triggers specified by REMSA

10.2.10 The First Pass Dashboard, for mining data from REMSIS

10.3 Monthly and Annual Performance Reports – Contractor shall provide detailed monthly and annual performance reports in a format specified by REMSA. The monthly performance report shall be provided to REMSA within fifteen (15) business days of the end of each month. The annual performance report shall be provided to REMSA by the first work day in September of each year. The reports shall include but not be limited to the following elements:

10.3.1 Responses, transports and response time performance metrics

10.3.2 Patient satisfaction metrics

10.3.3 Customer service metrics

10.3.4 Billing complaints and feedback metrics

10.3.5 Workforce satisfaction and turnover metrics

10.3.6 Vehicle and equipment performance and safety metrics

10.3.7 Aggregate employee injury and exposure statistics

10.3.8 Deployment and unit hour metrics

10.3.9 Mental health service metrics

10.3.10 Metrics identifying high users of 9-1-1 EMS services

10.3.11 Community education program metrics

10.3.12 Strategic plan goals/objectives for the year – completed system improvements and enhancements

10.3.13 Activities and results of the CQI plan

10.3.14 Additional information as may be reasonably requested by REMSA with sufficient advance notice.

10.4 Focused Performance Audit Reports – Contractor shall comply with requests by REMSA for data and reports on focused topics. These topics may include any services provided under this Agreement. REMSA shall provide the timeline for submission of requested focus audit reports at the time of the request.

10.5 Missing Patient Care Reports (PCRs) – REMSA may assess a fee of \$100.00 for every patient care report that is not submitted to the REMSIS data base within the time specified by REMSA. The fee amount will be included as part of the quarterly invoices outlined in Exhibit 5, item 5.7.

## **Exhibit 11: Disaster Medical Services (DMS) and Multiple Casualty Incident (MCI) Response**

11.1 Integration with the Medical Health Operational Area Coordination (MHOAC) Program – Contractor shall, to the best of its ability, assist in other EMS service areas both within and outside of Riverside County as directed by REMSA because of medical disaster, mass casualty, or other reason necessitated for the safety, health and welfare of the public in Riverside County or other public jurisdiction. During response to mass casualty incidents or disasters within or effecting the County, Contractor operations shall fall under management and coordination of the MHOAC as a function of the Medical/Health Branch in support of the County Emergency Operations Plan (EOP). Contractor shall participate in disaster drills and DMS training programs as requested by REMSA.

11.2 Mutual Aid Outside the County - Requests for Contractor's resources for mutual aid outside of Riverside County shall be consistent with the California Disaster Medical Operations Manual (CDMOM) as authorized by the MHOAC. Such authorization shall not be unreasonably withheld after an assessment of the situation by the MHOAC and a determination has been made that adequate resources will remain available to meet the emergency medical and health needs of the County.

11.3 Ambulance Strike Teams (AST)/Medical Task Force (MTF) and Disaster Medical Support Units (DMSU) - Contractor shall at all times have two (2) type II immediate need Ambulance Strike Team (AST) and one (1) type II planned need AST available for deployment upon authorization from the MHOAC. Contractor shall maintain and operate the two (2) County acquired Disaster Medical Support Units (DMSU), of which one will be located in the Eastern County and one will be located in the Western County. Contractor shall maintain the DMSUs in response ready condition in accordance with the specifications delineated in the memorandum of understanding (MOU) between the County and the State of California.

11.4 Reimbursement for Disaster Medical Services - At the conclusion of any declared disaster as determined by REMSA, Contractor shall determine its direct marginal costs incurred in the course of rendering this disaster assistance, and shall present such cost statement to REMSA for review and possible reimbursement should federal or state monies become available. Contractor shall allow, but not require, its employees to render aid under such disaster conditions voluntarily and without compensation. Contractor shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual direct additional marginal costs incurred by Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by Contractor to meet normal service requirements if the disaster had not occurred. Reimbursement to Contractor by the County shall be contingent upon the availability of disaster assistance funding received by the County.

11.5 Disaster Coordinator - Contractor shall identify an individual that shall function as Contractor's Disaster Coordinator, who shall participate fully in all MHOAC planning and response activities as requested by REMSA.

## **Exhibit 12: Integration and Support of First Responders**

12.1 Support Agreements, Subcontracting and Partnerships - Contractor shall enter into public/private partnerships with First Responder agencies to maximize the functional capacity and efficiency of an integrated and cooperative two tiered Regional EMS System. Partnership agreements are subject to approval by REMSA and must be in compliance with the requirements stipulated in this Agreement and all applicable State and Federal laws. County shall consider in good faith lengthening of Contractor response time requirements, by a maximum of two (2) minutes in Metro and Urban areas only, to facilitate a complementary two-tiered partnership.

12.1.1 The parties agree and insist that funding provided by Contractor to support First Responder programs must be in compliance with 42 U.S.C. Section 1320a-7b, the Federal Anti-Kickback Statute. As such, Contractor is not expected to enter into First Responder support agreements that require Contractor to supply funding in excess of verifiable cost savings that will be realized by Contractor through a complementary partnership.

12.1.2 With reference to Section 1797.224 of the California Health and Safety Code, no First Responder support agreement, public/private partnership agreement or any other subcontract that modifies Contractor services within an established EOA shall be approved by REMSA if such an agreement may in any way be deemed a change in "manner and scope" of the services continuously rendered by Contractor since January 1, 1981.

12.1.3 Within one year of the signing of this Agreement, Contractor shall demonstrate evidence that they have made a good faith effort to establish support agreements with all Fire Departments authorized by REMSA to provide ALS First Responder services.

12.2 Equipment Supply, Inventory and Restock - Contractor will develop mechanisms to restock disposable equipment and supplies other than narcotics used by First Responders when treatment has been provided by First Responder personnel and the patient is transported by Contractor. The First Responders' supplies which will be restocked to the First Responder agency by Contractor will include all disposable supplies as they appear on the First Responder Apparatus Standard Drug and Equipment lists. Contractor shall consult with First Responder agencies and submit written plans for accomplishing First Responder restock to REMSA within ninety (90) calendar days of the signing of this Agreement. Equipment supply and restock processes may be submitted as part of a comprehensive First Responder subcontract or partnership agreement.

12.3 Equipment Standardization - Contractor shall cooperate with REMSA and First Responder agencies to implement an equipment standardization program consistent with the County EMS System Strategic Plan and REMSA policies.

12.4 Return of First Responder Personnel - Contractor agrees to return public service personnel who accompany the ambulance crew during transport, to their regular duty station at the earliest possible time following transport of the patient. Alternative transportation, such as taxi or supervisor, shall be provided when necessary.



### **Exhibit 13: Service Rates, Financial Management and Reporting**

13.1 Service Rates - Contractor shall comply with the Service Rate Schedule set forth by the County in Exhibit 13-A. Contractor shall not discount its rates or collect a rate less than the rates set forth in Exhibit 13-A, except where required by law, or as otherwise specifically stated in this Agreement. Because this Agreement requires Contractor to respond at the ALS level to all emergency calls, Contractor shall bill the ALS rate except where prohibited by law (e.g., Medicare or Medicaid), unless otherwise specifically stated in this Agreement.

13.2 Consumer Price Index (CPI) Rate Increases – The REMSA Director in consultation with the County Executive Office may approve annual regular and ordinary net rate increases up to 10%. On an annual basis beginning July 1<sup>st</sup> 2016, and until termination of this Agreement, Contractor shall be entitled to increase the rates in Exhibit 13-A using the Department of Labor, Bureau of Labor Statistics CPI for the Los Angeles, Riverside, and Orange County Area – All Urban Consumers (“Area CPI”). To ensure the rate increase is in place on each July 1<sup>st</sup>, the parties will use the Area CPI for the previous twelve (12) month period ending on December 31<sup>st</sup> of the preceding year. The Area CPI shall be adjusted to compensate for Contractor’s collection rate by utilizing the average of Contractor’s most recent annual collection rate for services performed in Riverside County. Formula: Area CPI divided by Contractor’s annual average collection rate equals the net CPI increase (“Net CPI Increase”). For example, if the Area CPI inflation rate increases 2% and Contractor’s average collection rate is 50%, the Net CPI Increase shall equal 4% ( $2\% \div 50\%$ ). Net rate increases that exceed 10% must be approved by the Board of Supervisors.

13.3 Rate Increases for System Enhancements – Contractor shall be entitled to submit a rate increase request to cover projected cost increases that will exceed \$250,000 annually due to implementation of EMS System enhancements agreed upon by the parties in development of annual EMS System improvement and enhancement goals. Rate increases for system enhancements shall be included in the Contractor’s request for earned annual extensions. The Contractor shall provide to the County a detailed written justification for the increase in a format specified by REMSA. Approval of rate increases for the cost of system enhancements shall be contingent upon and coincide with approval by County of the earned annual extension and shall not be unreasonably conditioned, delayed or withheld.

13.4 Extraordinary Rate Increase – Contractor may request an extraordinary rate increase to the rates in Exhibit 13-A subject to approval by the County Board of Supervisors, which shall have the discretionary authority to accept and grant or not grant the requested increase. Requests for extraordinary rate increases must clearly meet either of the following:

13.4.1 Contractor demonstrates actual or reasonably projected substantial financial hardship as a result of factors beyond its reasonable control; provided that the County will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial or operational records of Contractor as it deems necessary to verify such hardship;  
or,

13.4.2 Changes in governmental third-party payor programs that result in significant reduction in revenues for services rendered; provided that the County will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial or operational records of Contractor as it deems necessary to verify such hardship.

13.5 Financial Reports and Audits - Contractor will provide County quarterly unaudited financial statements for its services provided pursuant to this Agreement. These reports shall be provided in a format prescribed by REMSA.

13.5.1 Annual Financial Audit - Contractor will promptly provide annual financial statements in a format approved by REMSA that have been audited by an independent Certified Public Accountant in accordance with generally accepted auditing standards. Statements shall be available to REMSA within no more than one hundred twenty (120) calendar days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separately audited financial statements specifically related to the Riverside County operation will be required.

13.5.2 Contractor will provide any information separately requested by the County Auditor-Controller's Office and allow full access to its financial records by the County Auditor-Controller's Office for the period covered by the Agreement.

13.6 Billing/Collection Services – Contractor shall assist REMSA with evaluating the billing accuracy and customer service provided by their billing department. Contractor shall include customer/patient feedback in their customer service program. Metrics that show the number of billing complaints and compliments shall be included in Contractor's annual performance report to REMSA as referenced in Exhibit 10, section 10.3 "Monthly and Annual Performance Reports".

13.7 Management Overhead Cost Allocations – Contractor corporate overhead allocations that include regional support and IT, division administration and corporate management services shall be limited to a maximum of 3.3% of total net revenue from services rendered under this Agreement.

**Exhibit 13-A: Service Rate Schedule**

<b>Rate Schedule</b>	
ALS and BLS Base Rate	\$1,415.45
Mileage per loaded mile	\$34.42
Oxygen	\$147.21
Night Charge	\$160.98
Dry Run with Patient Care	\$220.00

## **Exhibit 14: Contract Administration and County Fee Schedule**

14.1 Performance Oversight and Monitoring –The County, through REMSA, shall continuously review, inspect and monitor all aspects of Contractor’s operations and performance necessary to ensure all services provided by Contractor to County residents and visitors meet the requirements stated in this Agreement, the EMS Plan, REMSA programs, policies, protocols and procedures and as required by law. Contractor shall be responsible for cooperating with REMSA to fulfill this function including providing access to all records, facilities and personnel as required by REMSA. Contractor shall be responsible for the provision of monitoring tools and technology, and payment of all costs incurred by the County to enable REMSA to ensure global, transparent and effective oversight of Contractor services.

14.1.1 Direct Observation by REMSA Personnel - Contractor accepts REMSA’s authority to investigate all aspects of Contractor’s operation to assure that patient care services under Contractor’s operation are performed in a safe and reliable manner. REMSA personnel may and will at any time directly observe Contractor operations including ride-alongs (in accordance with Contractor policies and applicable laws, e.g., HIPAA) with field supervisors and ambulance crews. Contractor agrees to grant access to REMSA personnel for announced or unannounced observation, inspection, audit or review of any operational, clinical or support function including but not limited to records, facilities, equipment, vehicles and personnel. During any inspection, audit or review Contractor shall make requested records pertaining to any service rendered under this Agreement available to REMSA personnel. REMSA personnel shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor’s employees in the performance of their duties, and shall at all times be respectful of Contractor’s employer/employee relationships. REMSA personnel shall wear their County credentials and badge at all times while on Contractor property or in the presence of Contractor personnel. REMSA shall provide written feedback and results of any inspection, audit or review performed within ten (10) business days.

14.1.2 Approval of Contractor Subcontracts, Agreements, Plans, Programs, Policies, Protocols and Procedures – In addition to REMSA approvals required by applicable laws, all Contractor subcontracts, agreements, plans, programs, policies, protocols and procedures undertaken pursuant to this Agreement shall be submitted to REMSA for approval prior to their implementation. Unless otherwise stated in this Agreement all such qualifying documents shall be submitted to REMSA on a mutually agreed upon timeline following the signing of this Agreement.

14.1.3 Payment of County Support Costs – Contractor acknowledges that County incurs costs for integrating Contractor services into the EMS Plan. Contractor shall be responsible for payment of the County Fee Schedule as stipulated in Exhibit 14-A to cover the cost of services provided to Contractor by County, use of County infrastructure and equipment, and for support of County EMS data and information management systems as stated in this Agreement. The funding set forth in this Agreement shall be used only for County services. County warrants and

represents that the payments made by Contractor to County shall be less than or equal to County's actual costs to provide those County services. No funds shall be used by County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

14.1.4 Contractor Obligation to Notify County – Contractor shall report immediately to REMSA in writing any instance whereby they did not meet or have reason to believe they may not meet any requirement stated in this Agreement. Upon notice of failure or impending failure to meet requirements of this Agreement, REMSA shall perform a review and develop the appropriate corrective action plan to be implemented by Contractor.

14.2 Annual Contractor Performance Report to the County Board of Supervisors – Contractor shall cooperate with REMSA in development of an annual report to the County Board of Supervisors, detailing essential elements of Contractor's performance and compliance with this Agreement. The report shall be in a format specified by REMSA and shall also include the annual improvement and enhancement goals successfully completed by Contractor for the current year and those agreed upon for the next year.

14.3 EMS Administrative Groups - REMSA will designate a group of individuals to form an EMS Administrative Group for each exclusive operating area and non-exclusive operating area assigned to Contractor under this Agreement. This group will advise REMSA on the performance of Contractor in their area and make recommendations to REMSA for improvements to the services provided by Contractor and the EMS Plan. Each city may designate one representative and an alternate to serve on this group. Recommendations by the EMS Administrative Group shall be included in the REMSA annual Board of Supervisors report and considered by REMSA for inclusion in the annual improvement and enhancement goals.

14.4 Sharing of Information - Contractor shall not discourage or prevent its employees or agents from sharing information with REMSA or appropriate County personnel concerning the County's EMS System, including issues related to Contractor's operations.

14.5 Notice of Labor Action - Contractor shall notify County of any threatened labor action or strike that would adversely affect its performance under this Agreement. At the time of said notice, Contractor shall provide County and other affected public entities with a written plan of proposed action that will assure continued service delivery as stated in this Agreement in the event of any threatened work force action or strike.

14.6 Ambulance Permitting – Contractor shall comply with all requirements of Riverside County Ambulance Ordinance No. 756.

**Exhibit 14-A: County Fee Schedule**

Contractor shall be responsible for payment of fees for:

- A. Costs incurred by the County for administration and oversight of this Agreement, as stated in Exhibit 14, section 14.1.3; and,
- B. Costs for integration of Contractor services and operations into County programs and infrastructure, including, but not limited to, REMSIS as stated in Exhibit 10, section 10.1.3; and,
- C. Costs for dispatch services supplied by Riverside County Emergency Communication Center (ECC), as stated in Exhibit 3, section 3.13.

In addition, the County Fee Schedule shall be adjusted annually according to Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles, Riverside, and Orange County Area – All Urban Consumers (“Area CPI”) for the duration of this Agreement.

The following fees for FY 15/16 shall be paid to the County in semi-annual payments, due October 1, 2015 and March 1, 2016:

<b>Description</b>	<b>Annual Fee</b>	<b>Semi-Annual Payment Amount</b>
Contract Administration and Oversight	\$485,000	\$242,500
REMSIS	\$420,000	\$210,000
ECC Dispatch Services	\$325,000	162,500
Total Fees:	\$1,230,000	\$615,000

Fees for future years shall also be paid on October 1 and March 1. Contractor shall pay all fees within forty five (45) calendar days of receipt of the semi-annual invoice from REMSA. A late payment charge of ten (10) percent will be assessed monthly if payment is not received within forty five (45) days. Fees shall be paid to the “County of Riverside” with payments directed to REMSA.

## **Exhibit 15: Termination, Breach and County Takeover**

15.1 Termination by County for Material Breach - County may terminate this Agreement in the event of any Material Breach by Contractor as defined in Section 15.4. County shall provide Contractor with no less than thirty (30) calendar days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event Contractor shall have cured the Material Breach within such time as stated in the Breach Notice, this Agreement shall remain in full force and effect. In the event County reasonably deems Contractor to remain in Material Breach as of the end of the time stated in the Breach Notice, County shall provide Contractor with a written notice of termination ("Termination Notice"), setting forth the specific reasons County believes Contractor remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than eighteen (18) months from the date of the Termination Notice.

15.2 Termination by Contractor for Material Breach - Contractor may terminate this Agreement in the event of any Material Breach by County of this Agreement as defined in Section 15.5. Contractor shall provide County with no less than thirty (30) calendar days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). In the event County shall have cured the Material Breach within such time as stated in the Breach Notice, this Agreement shall remain in full force and effect. In the event Contractor reasonably deems County to remain in Material Breach as of the end of the time stated in the Breach Notice, Contractor shall provide County with a written notice of termination ("Termination Notice"), setting forth the specific reasons Contractor believes County remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than eighteen (18) months from the date of the Termination Notice.

15.3 Cooperation After Termination - In the event of termination by either party for any reason, or upon expiration of this Agreement, Contractor shall cooperate with County and with the successor provider to help assure a smooth transition.

15.4 Material Breach By Contractor - The County may declare Contractor in Material Breach of the Agreement for the following reasons:

15.4.1 Failure of Contractor to maintain a 90% aggregate response time performance level system-wide throughout the exclusive provider area for any three (3) months, which need not be consecutive, during any calendar year;

15.4.2 Failure of Contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with, and without material deviation from, the requirements of applicable federal and state laws, rules and regulations;

15.4.3 Intentional supplying of false or misleading information; or supplying incomplete information so as to effectively mislead;

15.4.4 Intentional falsification of operational data, including but not limited to dispatch data, patient report data, response time data, financial data, downgrading of presumptive run code

designations to enhance Contractor's apparent performance, or falsification or deliberate omission of any other data related to this Agreement;

15.4.5 Unauthorized scaling down of operations to the detriment of required performance;

15.4.6 Failure of Contractor to cooperate with and assist County in a planned takeover of Contractor's operations;

15.4.7 Chronic or repetitive failure to maintain equipment in accordance with this Agreement or good maintenance practices, or to replace equipment in accordance with the equipment replacement policies;

15.4.8 Attempts by Contractor to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing firms during a future Request for Proposal process;

15.4.9 Failure to promptly and properly cure a minor breach after written notice from the County and reasonable opportunity to cure; or

15.4.10 Any failure of performance required by this Agreement and which is determined by the County to constitute a substantial threat to the public health and safety or the EMS System.

15.5 Material Breach by County - Contractor may declare County in Material Breach of the Agreement for the following reasons:

15.5.1 Intentional supplying of false or misleading information; or supplying incomplete information so as to effectively mislead.

15.5.2 Wrongful actions by County that significantly impact Contractor's ability to perform under this Agreement.

15.6 Continuous Service Delivery - In the event of Material Breach by Contractor and termination of the Agreement by the County, Contractor will use its best efforts to assure continuous delivery of services required under this Agreement regardless of the underlying cause or consequence of such Material Breach. Contractor recognizes that there is a public health and safety obligation that requires the County to provide uninterrupted service delivery in the event of Material Breach, even if Contractor disagrees with the determination of Material Breach. Continuation of services may require the County to deliver the services as assisted by Contractor.

15.7 County Takeover of Ambulances -The County will have the right to execute an emergency takeover of Contractor's emergency ambulance operations upon termination by the County for Material Breach. This includes but is not limited to buildings, radio communications, vehicles, equipment, supplies, personnel and other infrastructure required to maintain emergency ambulance services to the service areas identified in this Agreement. Contractor will cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the County to directly operate Contractor's ambulances (including, but not limited to,



on-board equipment and supplies) under a lease arrangement for a period of up to two (2) years following the termination date of the Agreement. Contractor will make available to the County all means to contact Contractor's employees working in Contractor's Riverside County operations so they may be retained on an emergency basis by the County for operation of the ambulances.

15.7.1 Leasing fees for infrastructure required for the County to maintain emergency ambulance response for the service areas identified in this Agreement shall be based on fair market value at the time of County takeover.

15.8 Termination Without Cause for Acceptable Reasons: Either party may terminate this Agreement without cause upon two (2) years written notice to the other party, if the terminating party's decision is made in good faith. The County's decision must be approved by the Board of Supervisors. Acceptable reasons for such termination by the County may include but are not necessarily limited to: changes in applicable laws or regulations; changes in healthcare standards or requirements; lack of funding; developments external to County or beyond County's control.

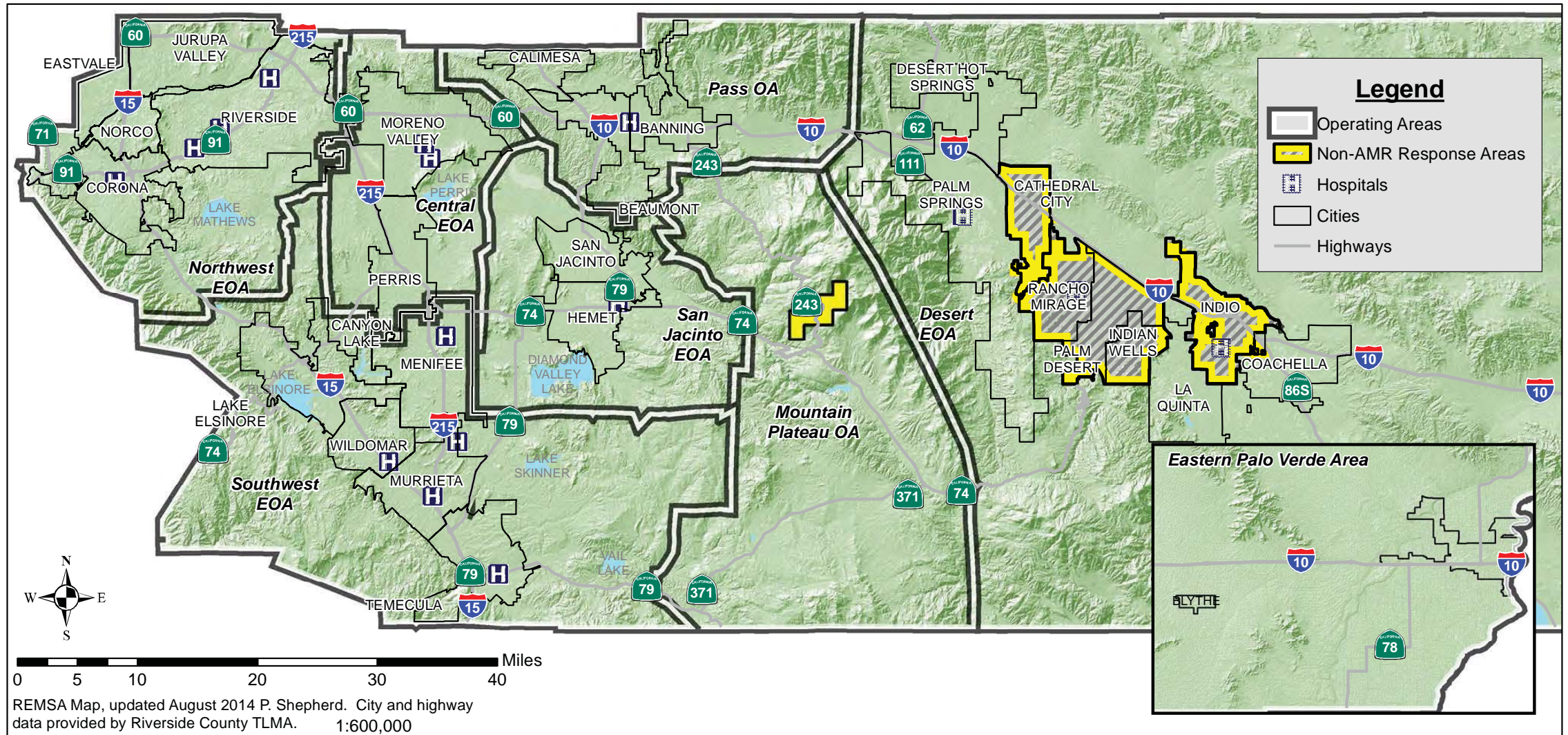
## **Attachment 1: Emergency Ambulance Operating Areas**

### **Attachment 1 includes the following maps:**

1. Riverside County Emergency Medical Services System Ambulance Operating Areas
2. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: Northwest
3. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: Southwest
4. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: Central
5. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: San Jacinto
6. Riverside County Emergency Medical Services System Ambulance Non-Exclusive Operating Area: Pass
7. Riverside County Emergency Medical Services System Ambulance Non-Exclusive Operating Area: Mountain Plateau
8. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: Desert
9. Riverside County Emergency Medical Services System Ambulance Exclusive Operating Area: Palo Verde



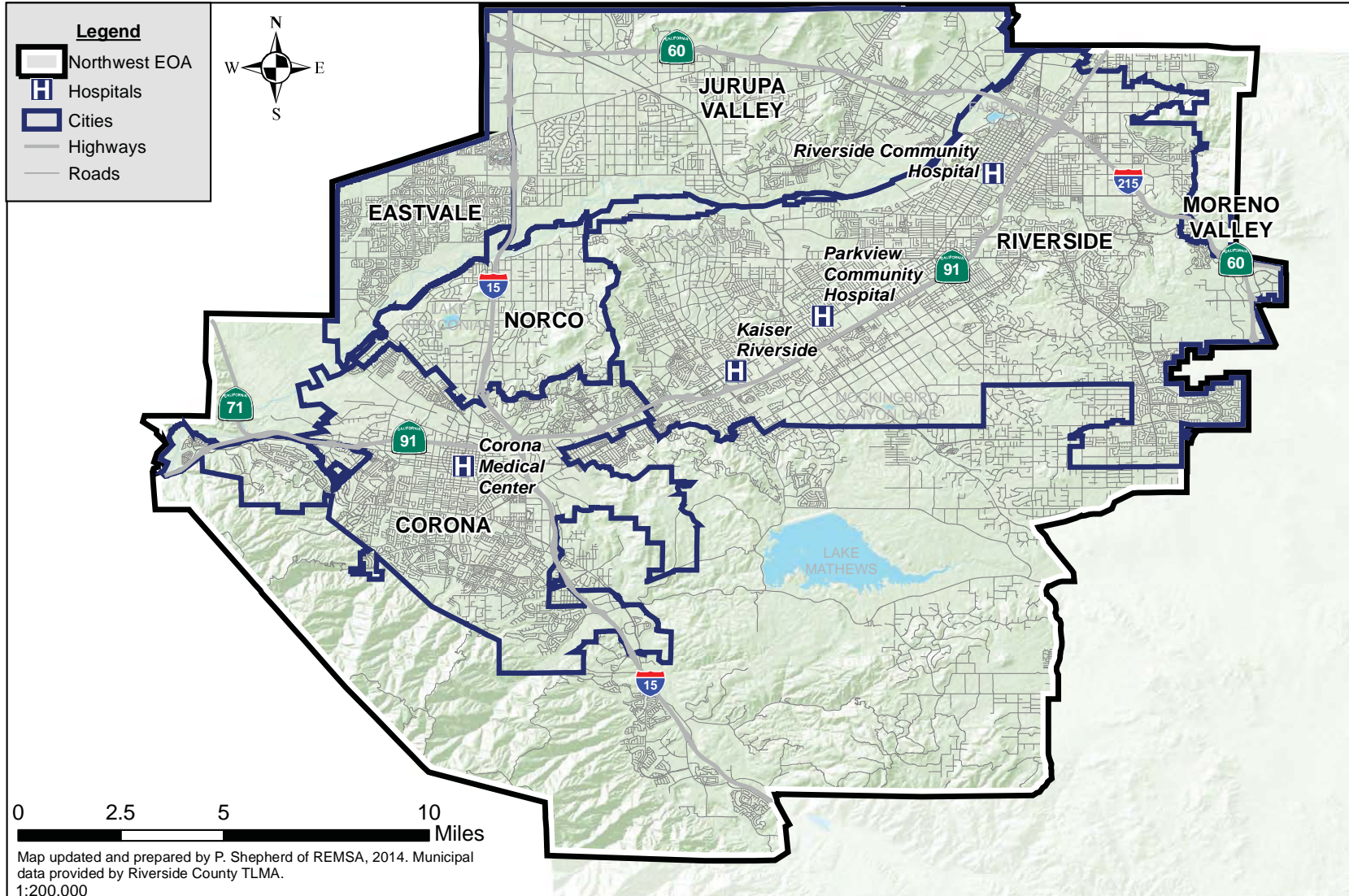
# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM AMBULANCE OPERATING AREAS





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE EXCLUSIVE OPERATING AREA

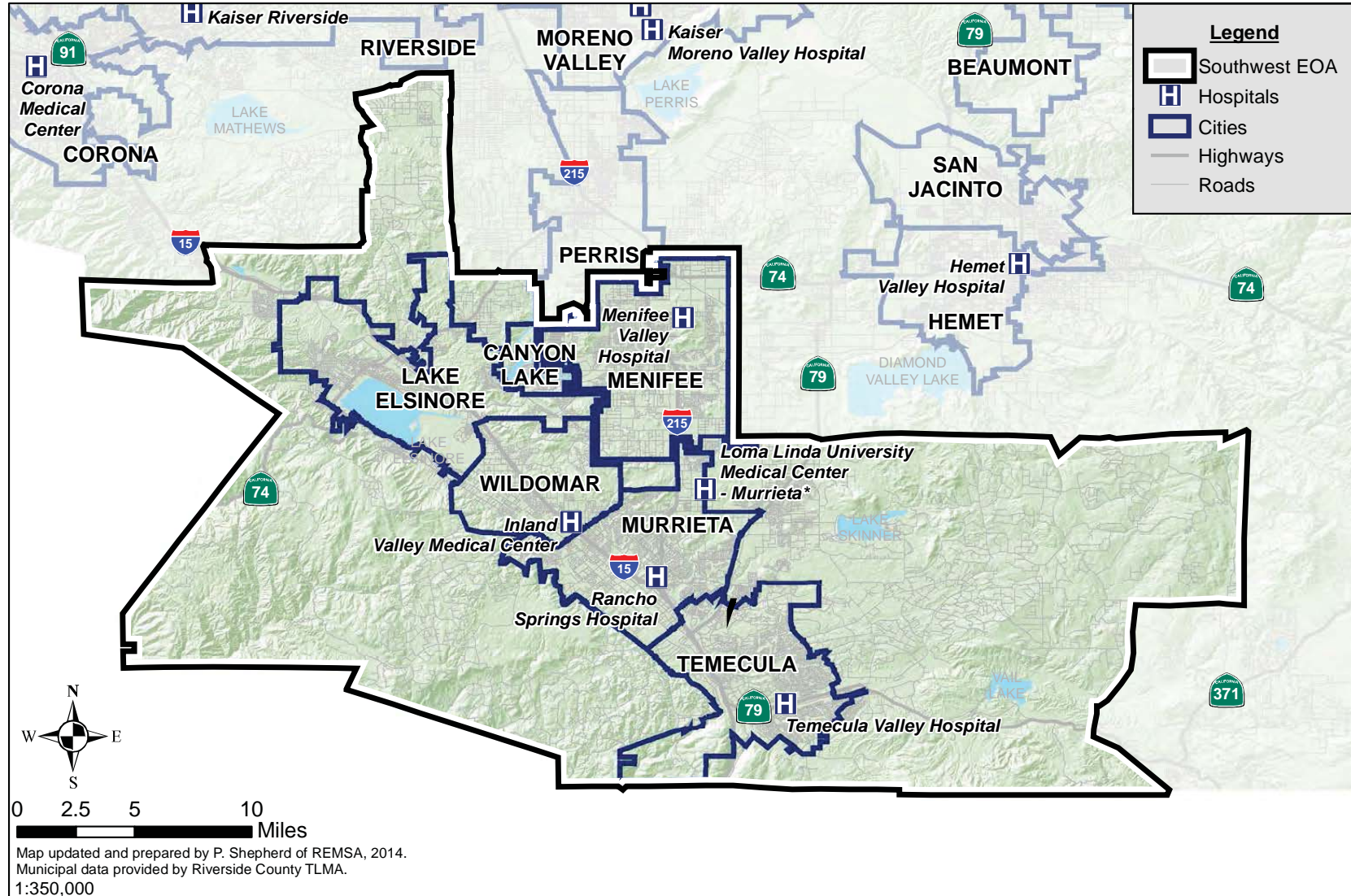
**NORTHWEST**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE EXCLUSIVE OPERATING AREA

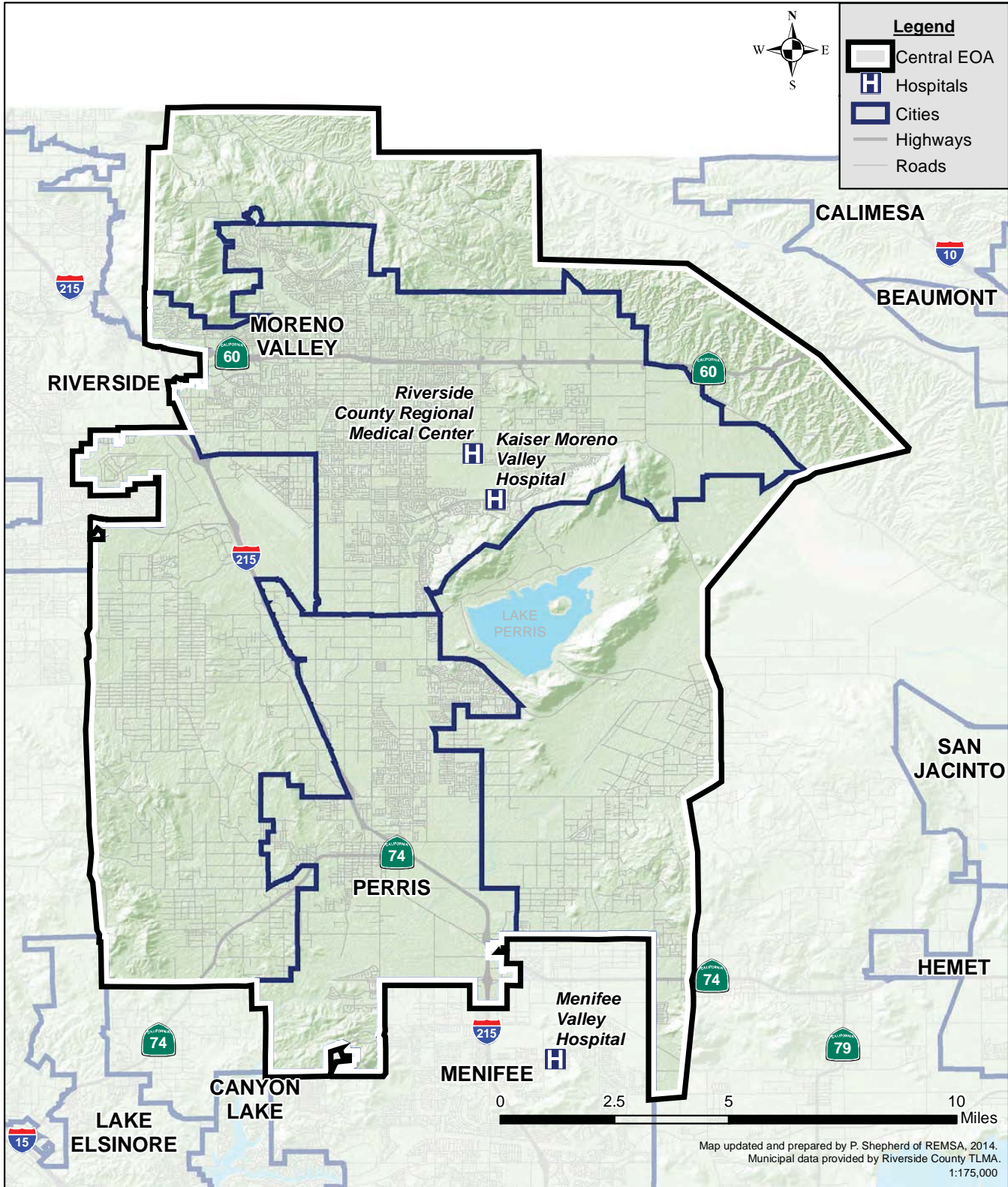
**SOUTHWEST**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE EXCLUSIVE OPERATING AREA

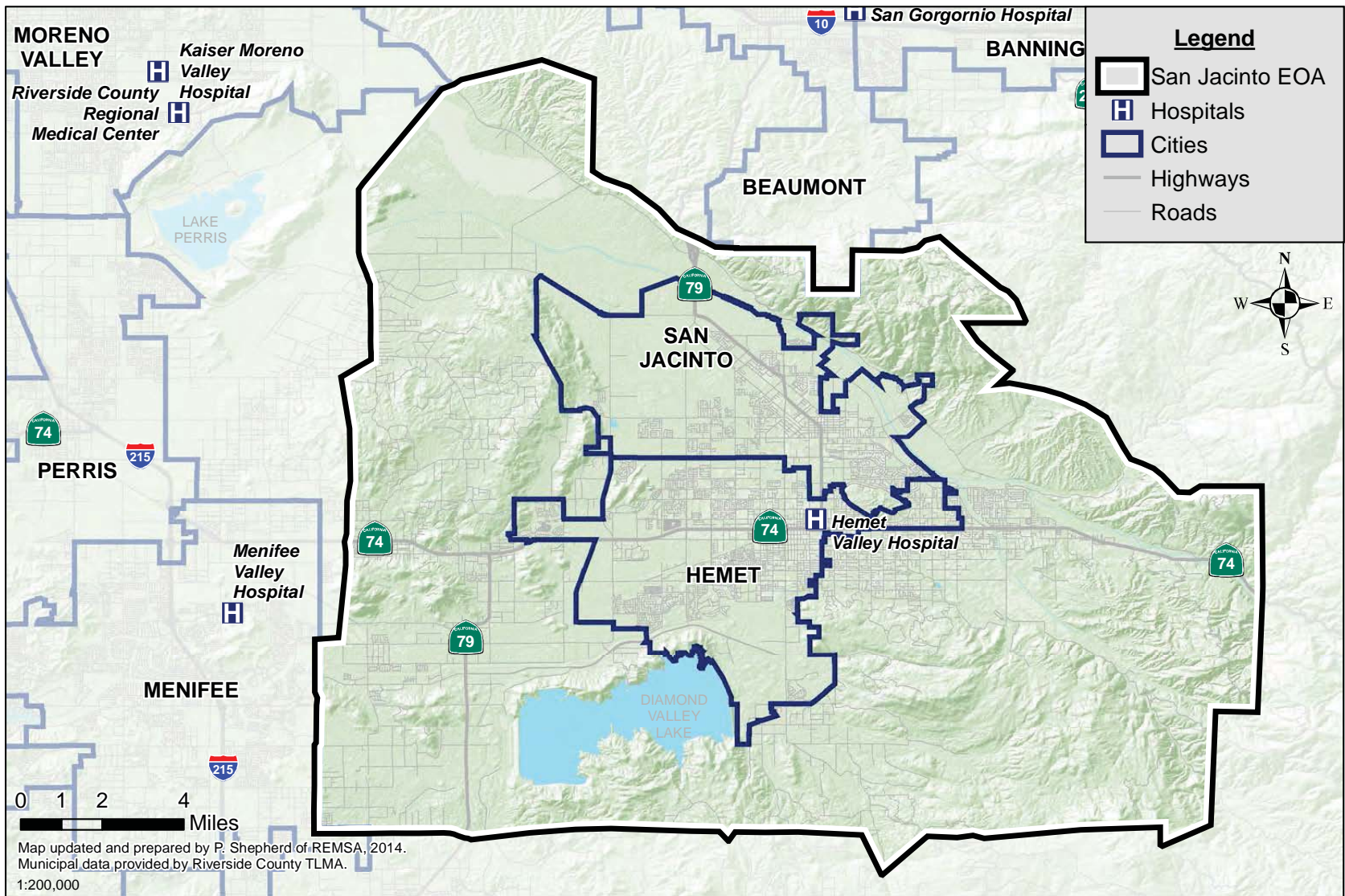
**CENTRAL**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE EXCLUSIVE OPERATING AREA

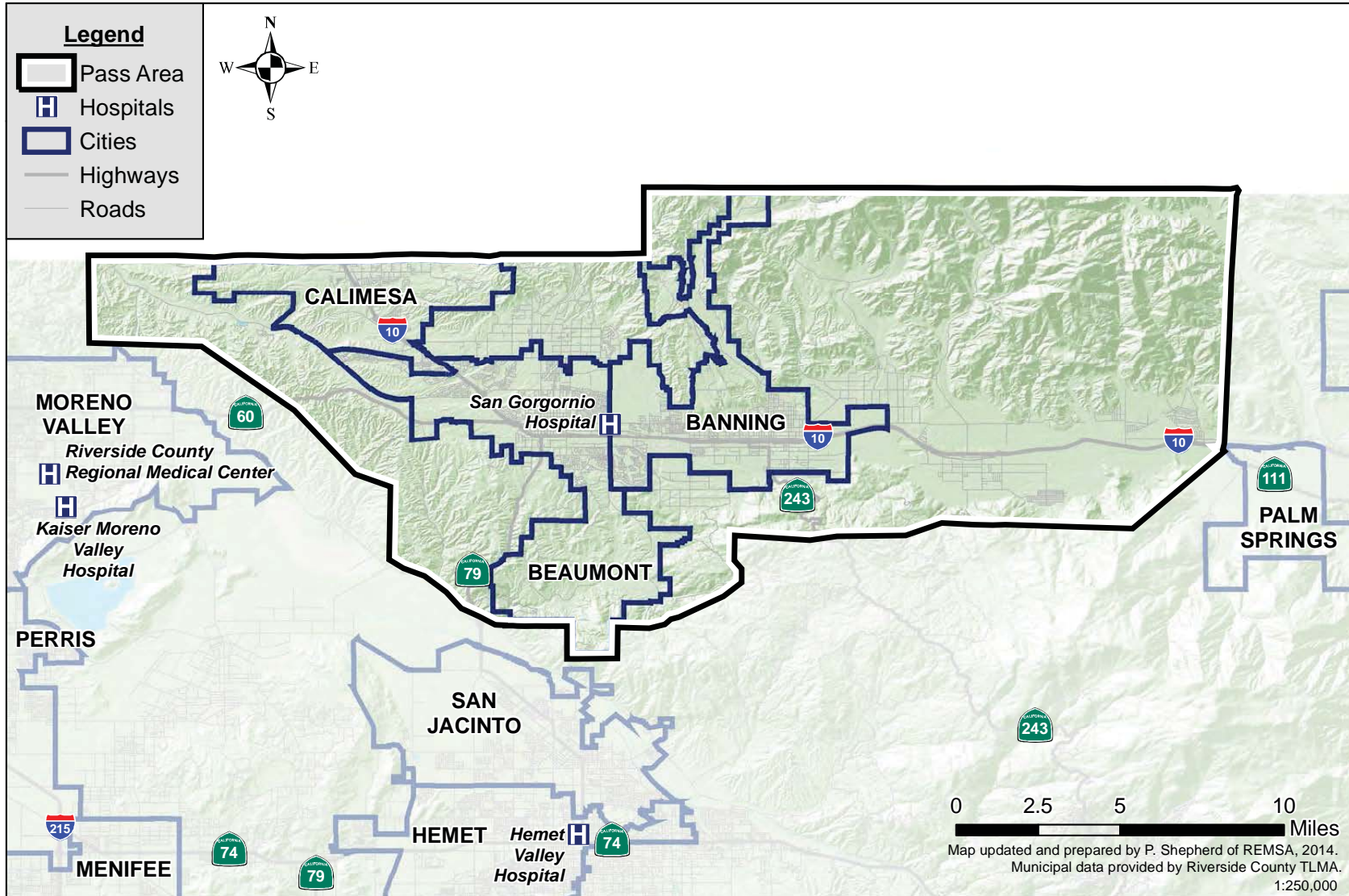
**SAN JACINTO**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE NON-EXCLUSIVE OPERATING AREA

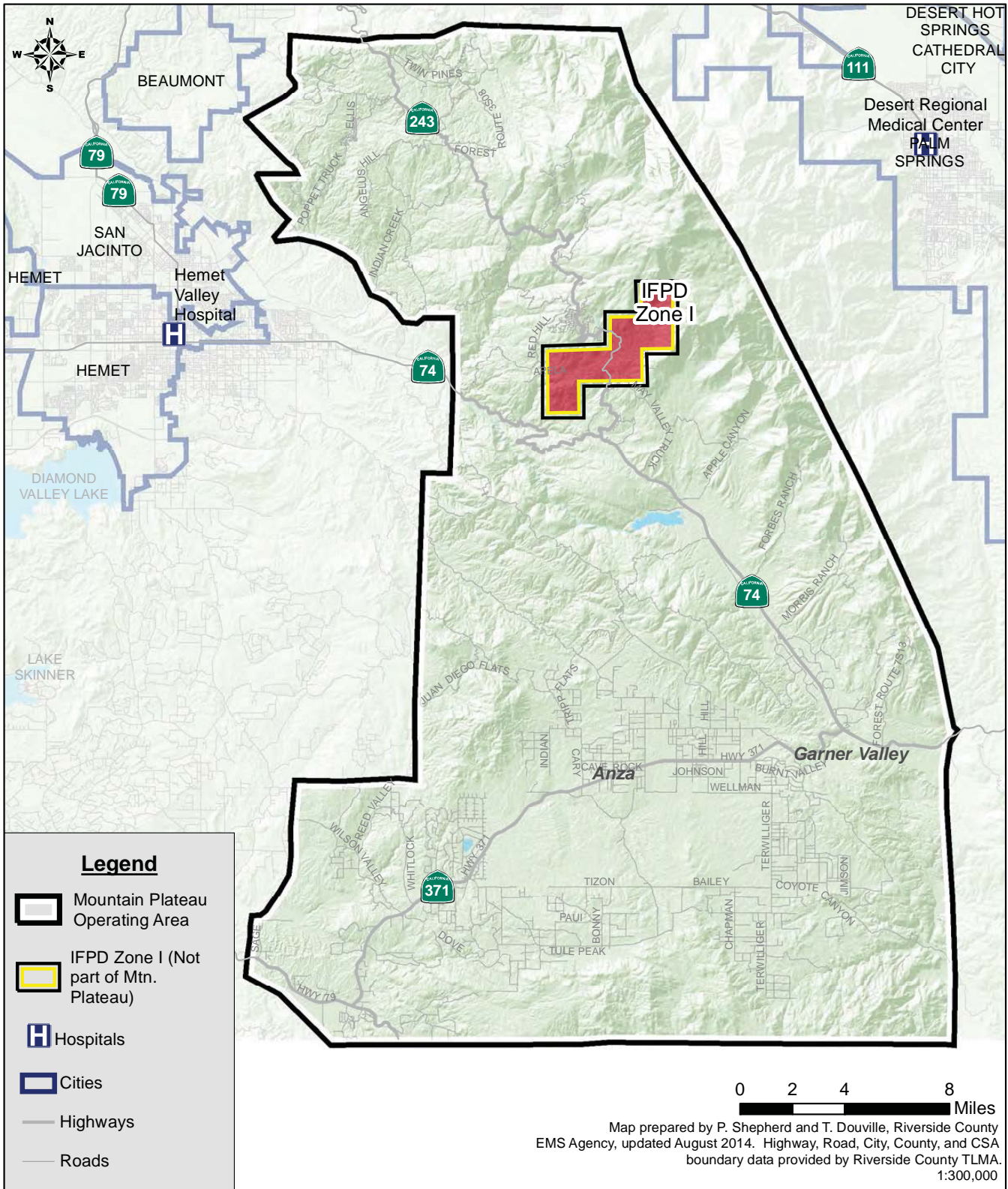
**PASS**







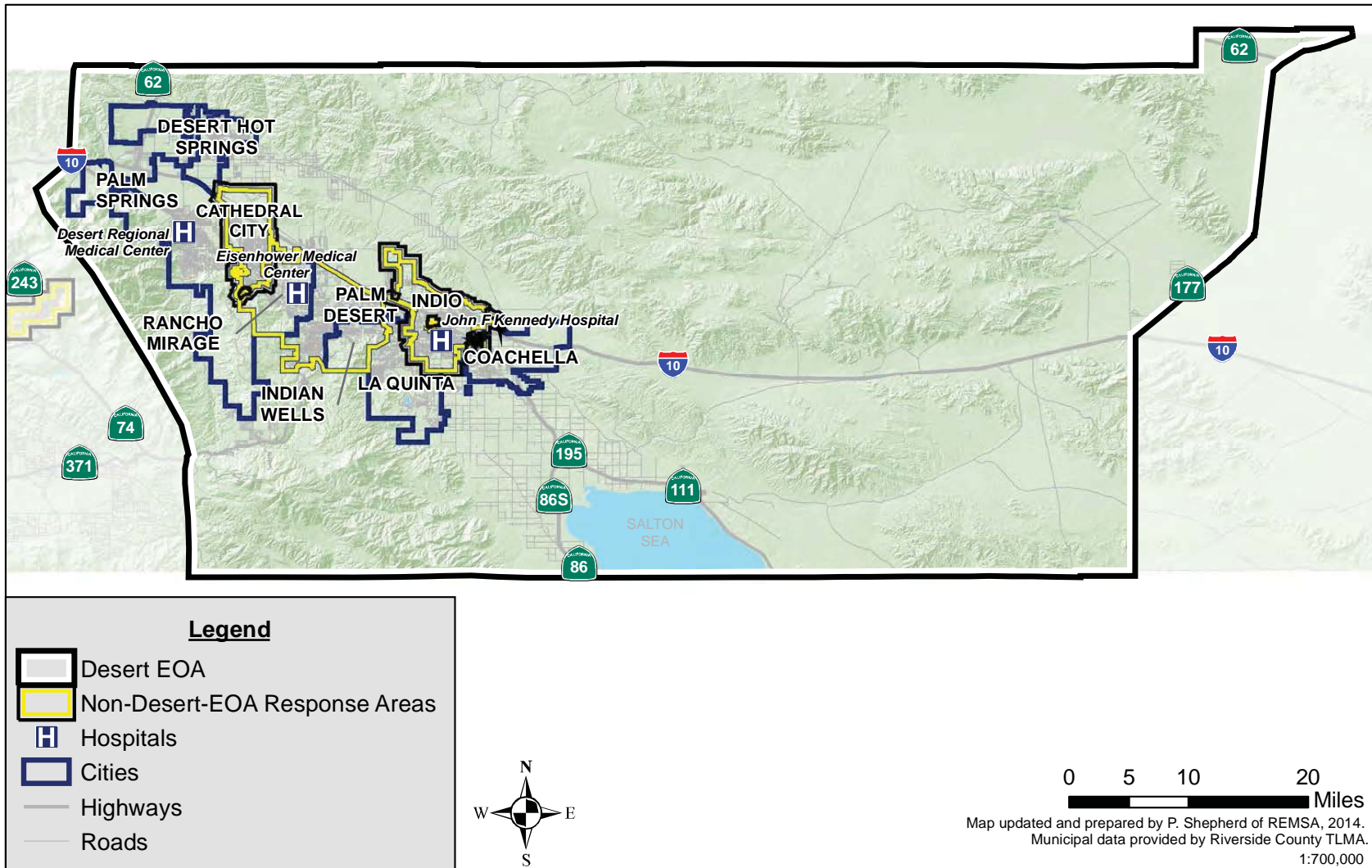
RIVERSIDE COUNTY  
EMERGENCY AMBULANCE NON-EXCLUSIVE OPERATING AREA  
**MOUNTAIN PLATEAU**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
 AMBULANCE EXCLUSIVE OPERATING AREA

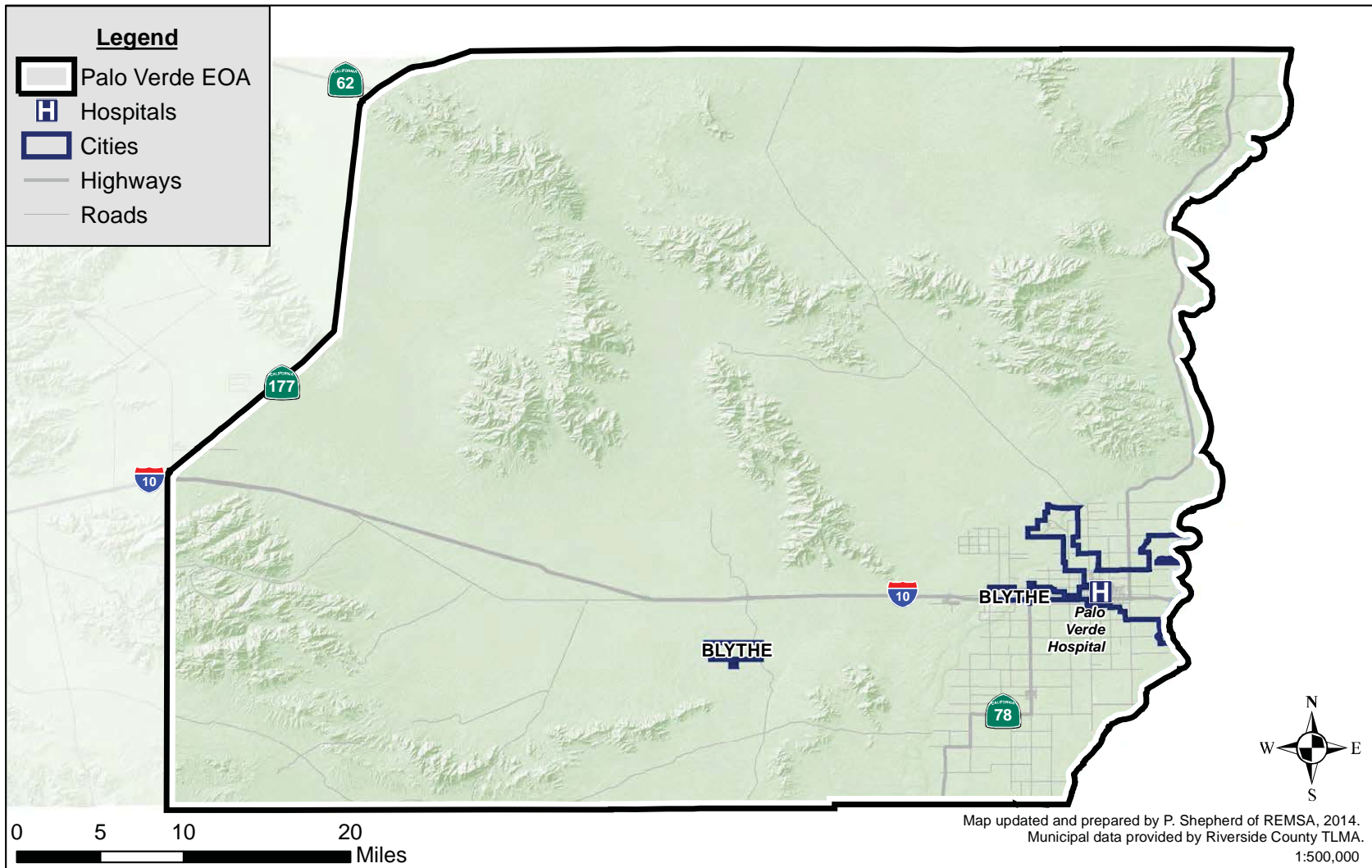
**DESERT**





# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM AMBULANCE EXCLUSIVE OPERATING AREA

## PALO VERDE



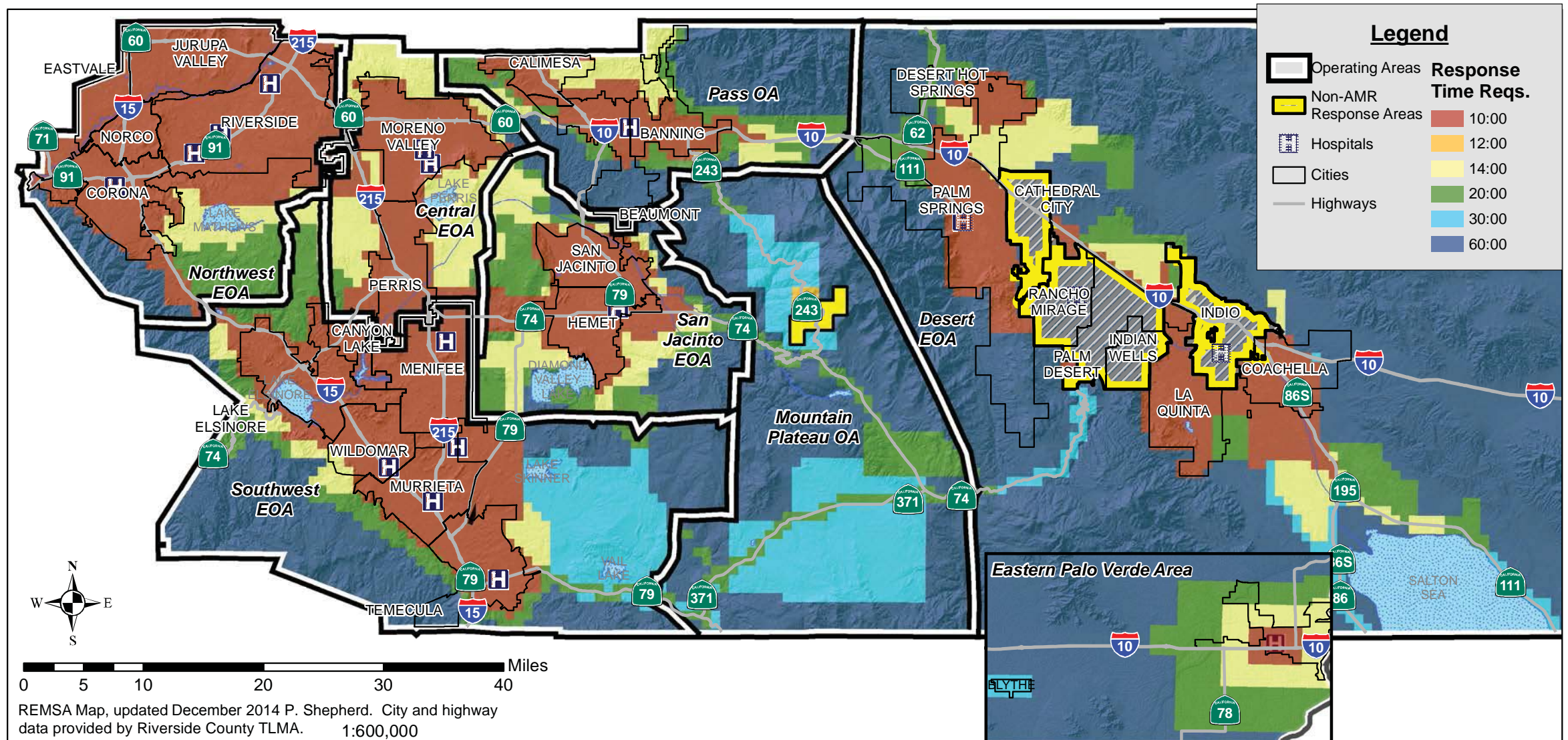
## **Attachment 2: Response Time Zones and Subzones**

### **Attachment 2 includes the following maps:**

1. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones
2. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones: Northwest
3. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones: Southwest
4. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones: Central
5. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones: San Jacinto
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9. Riverside County Emergency Medical Services System Ground ALS Emergency Ambulance Response Time Zones: Palo Verde

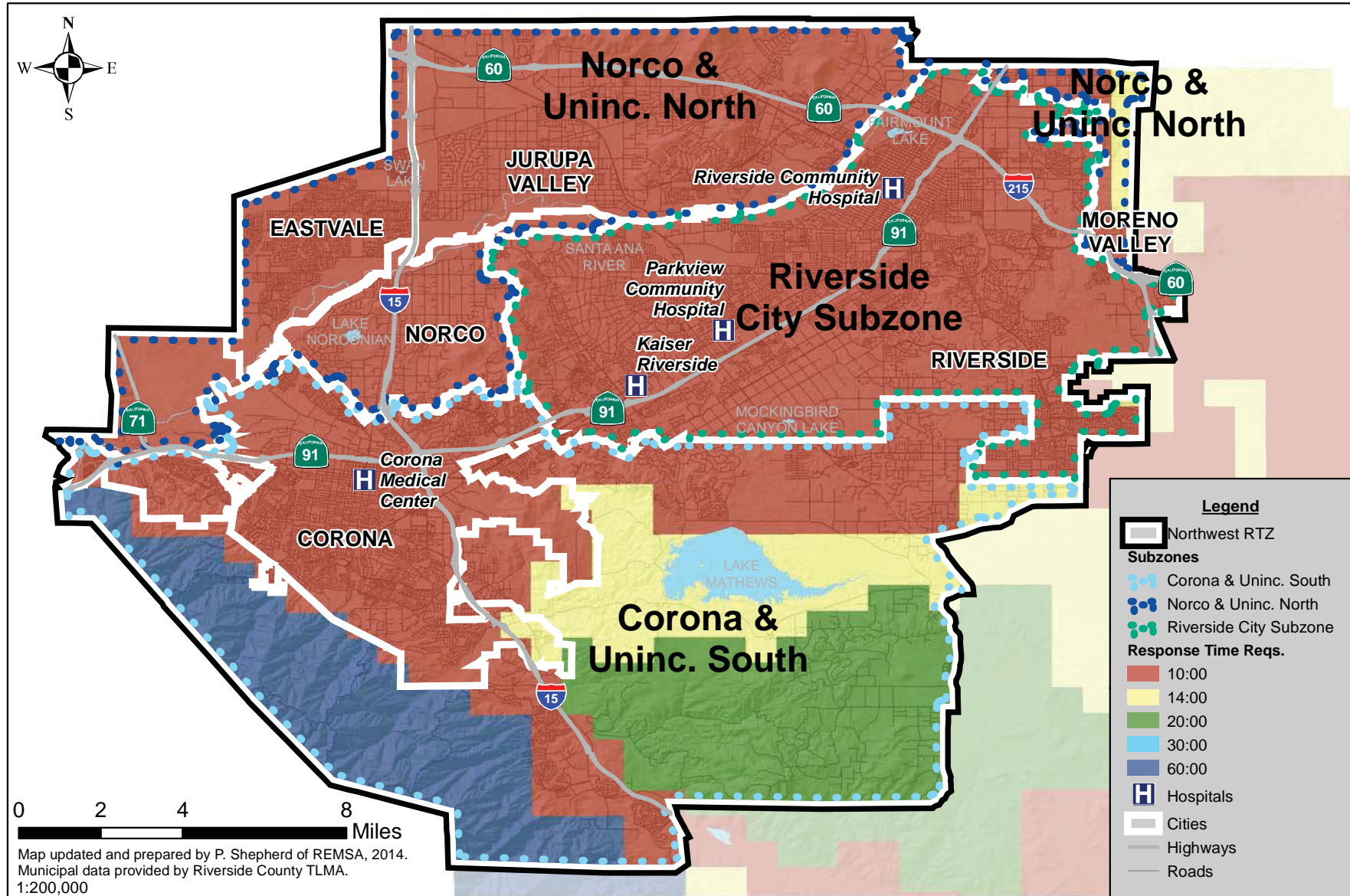


# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES





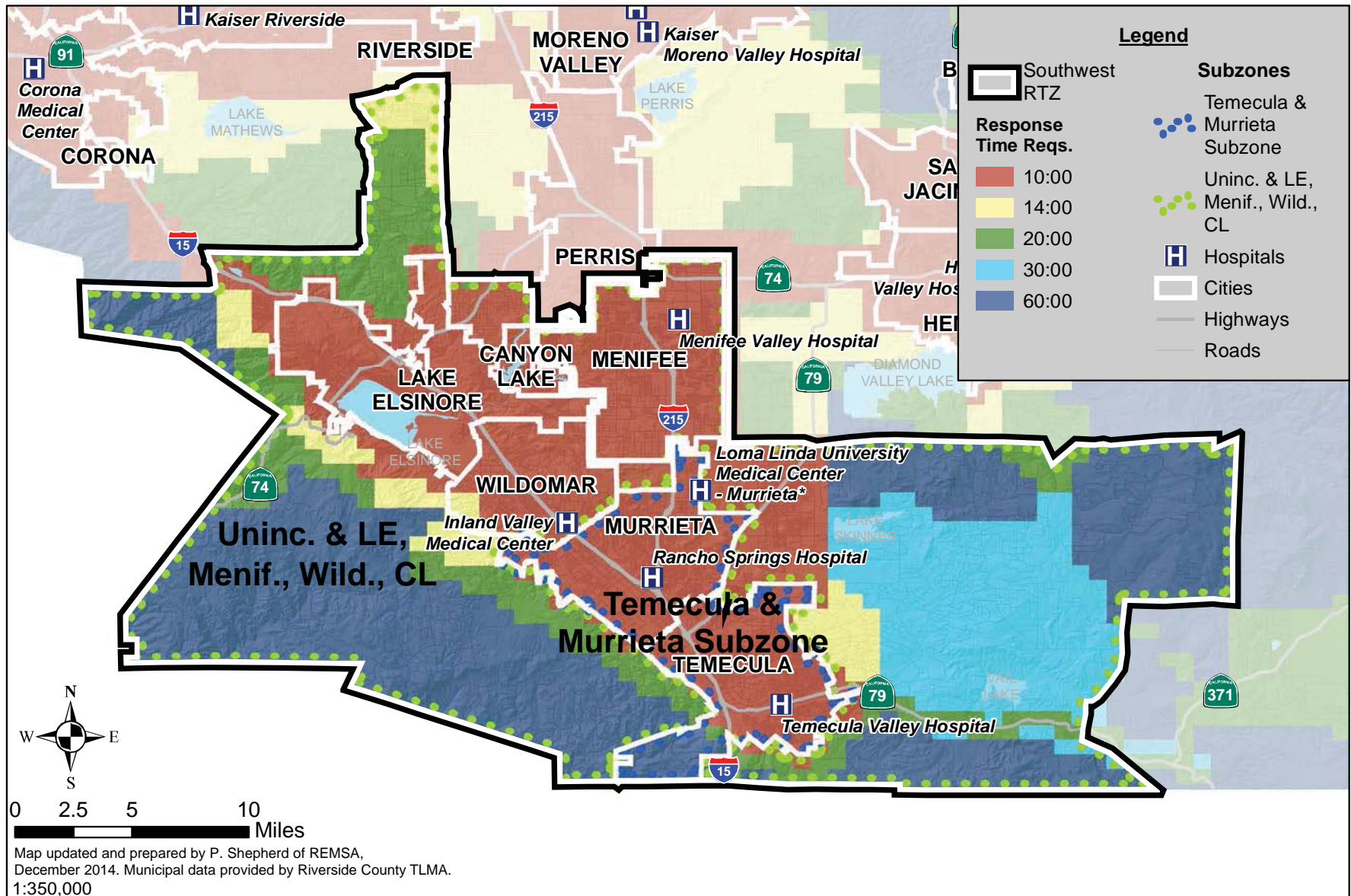
# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES NORTHWEST





RIVERSIDE COUNTY  
GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

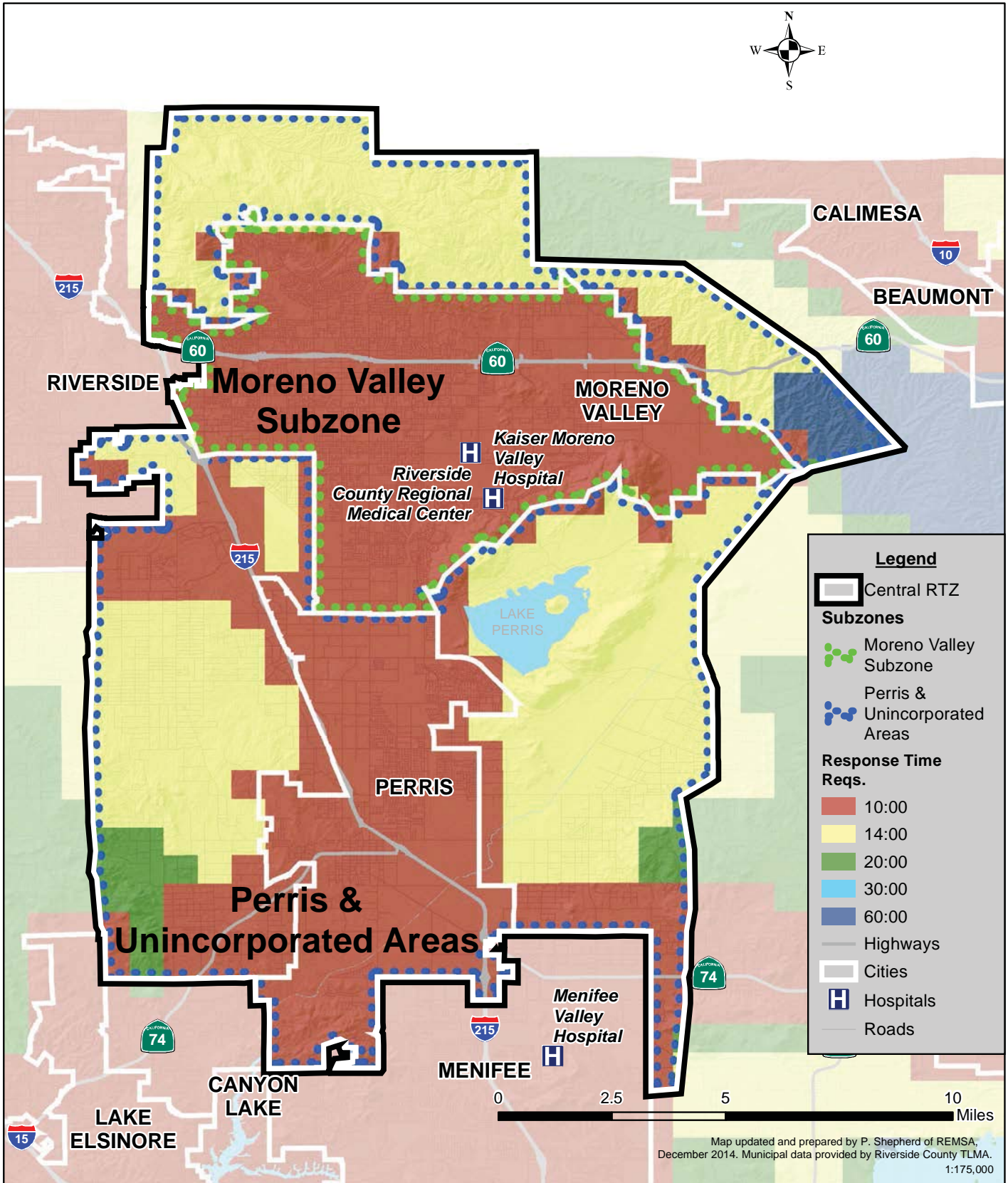
**SOUTHWEST**





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

**CENTRAL**



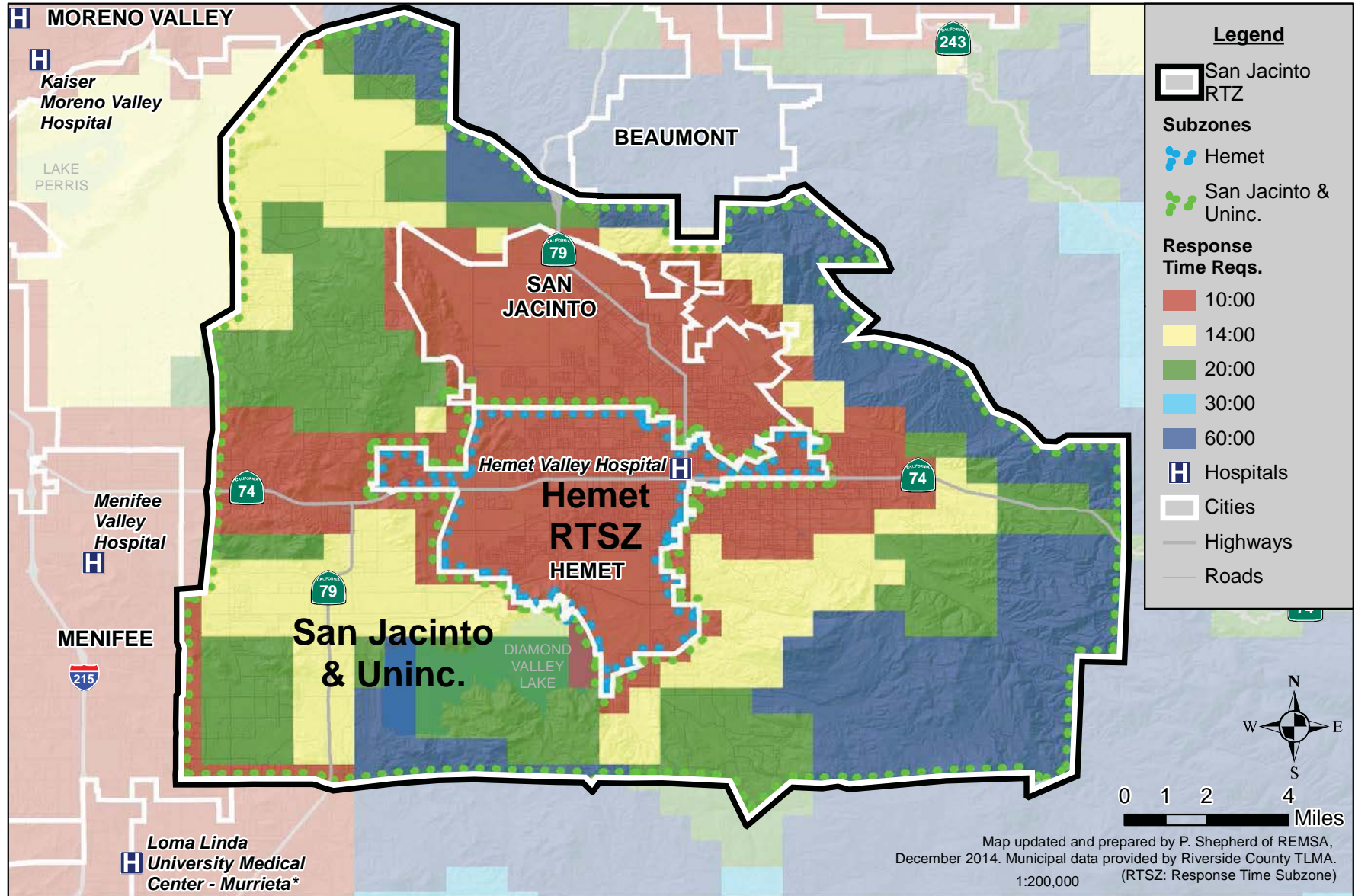
Map updated and prepared by P. Shepherd of REMSA,  
December 2014. Municipal data provided by Riverside County TLMA.  
1:175,000





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

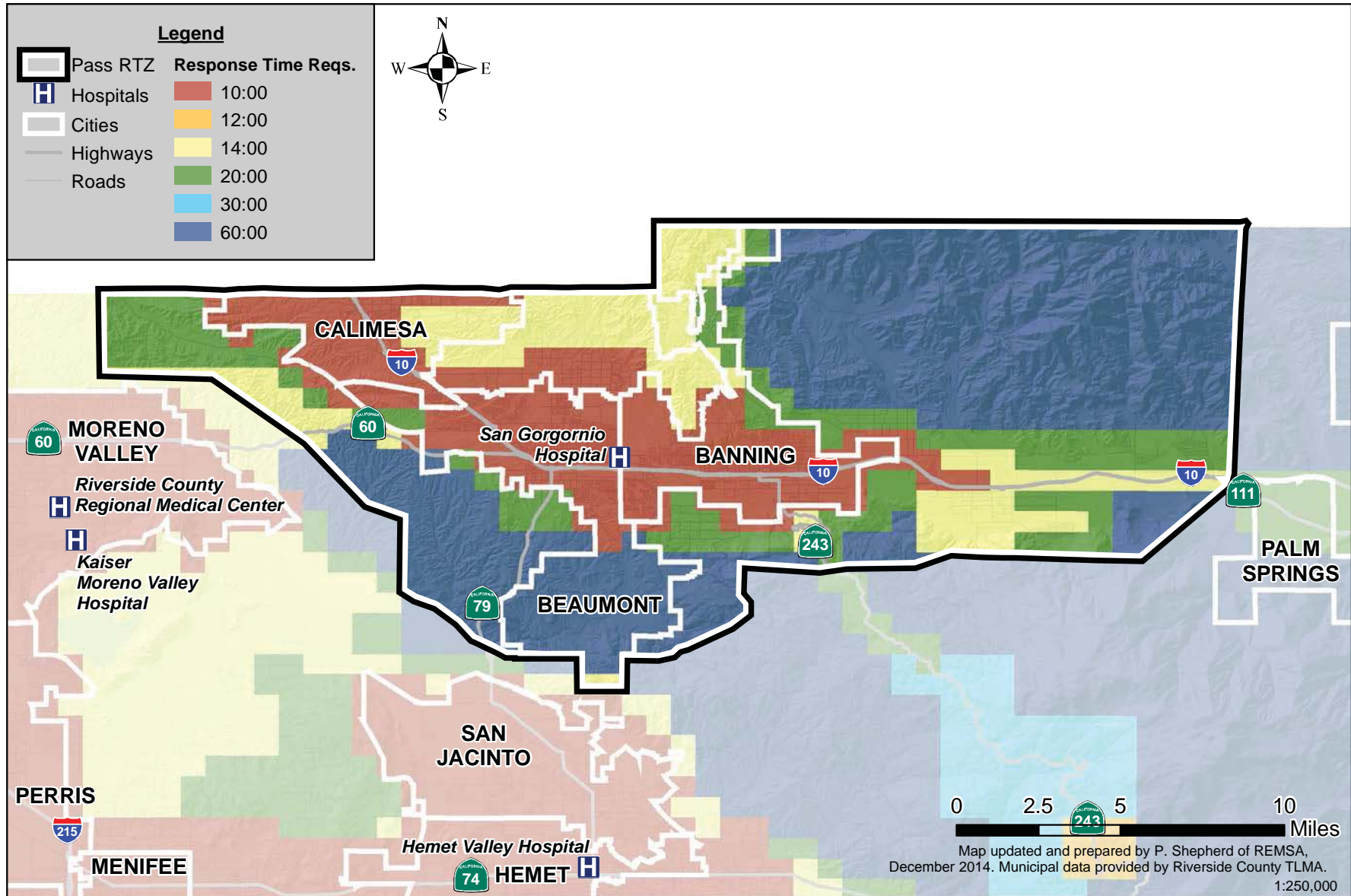
**SAN JACINTO**





# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

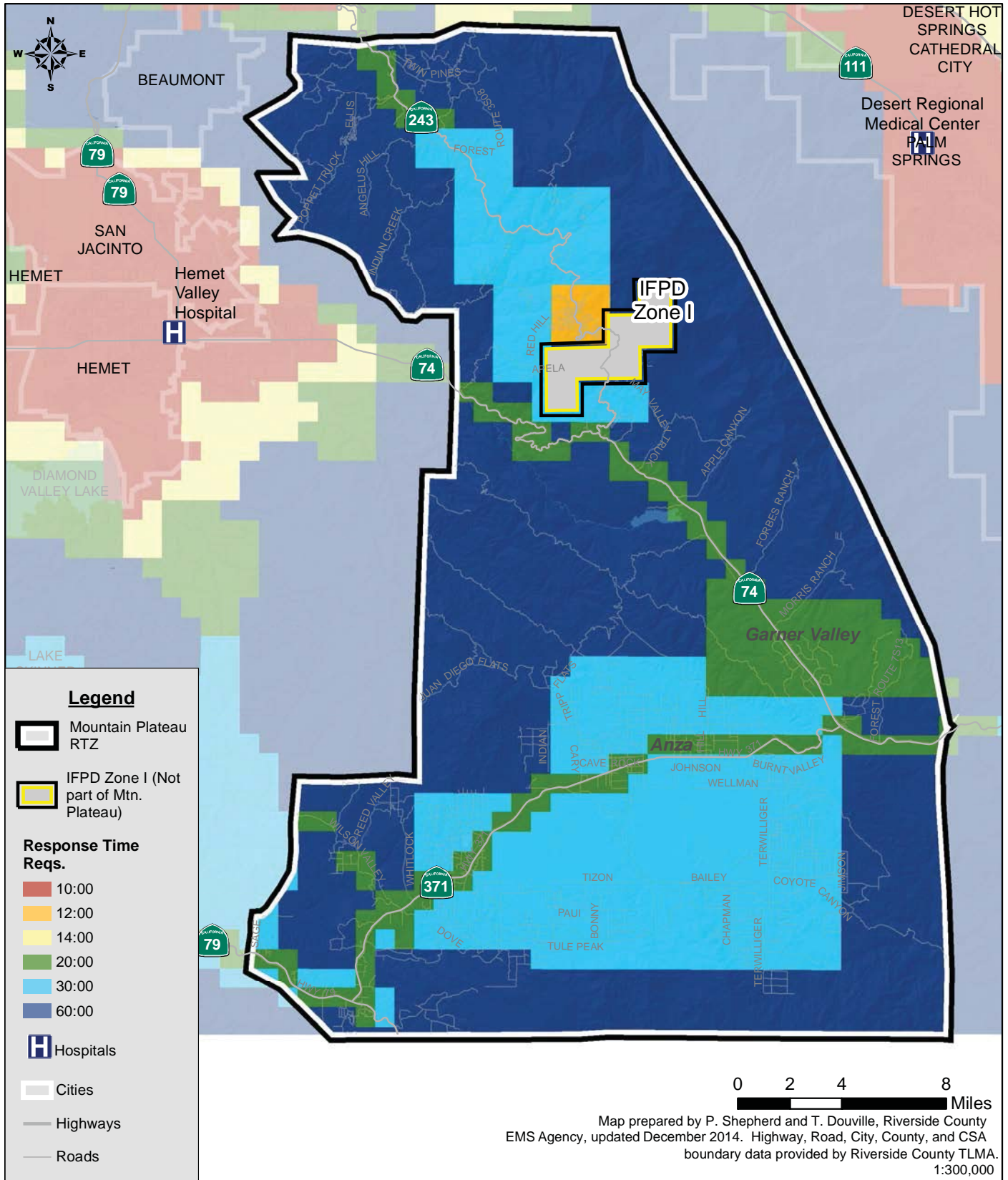
## PASS



RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES



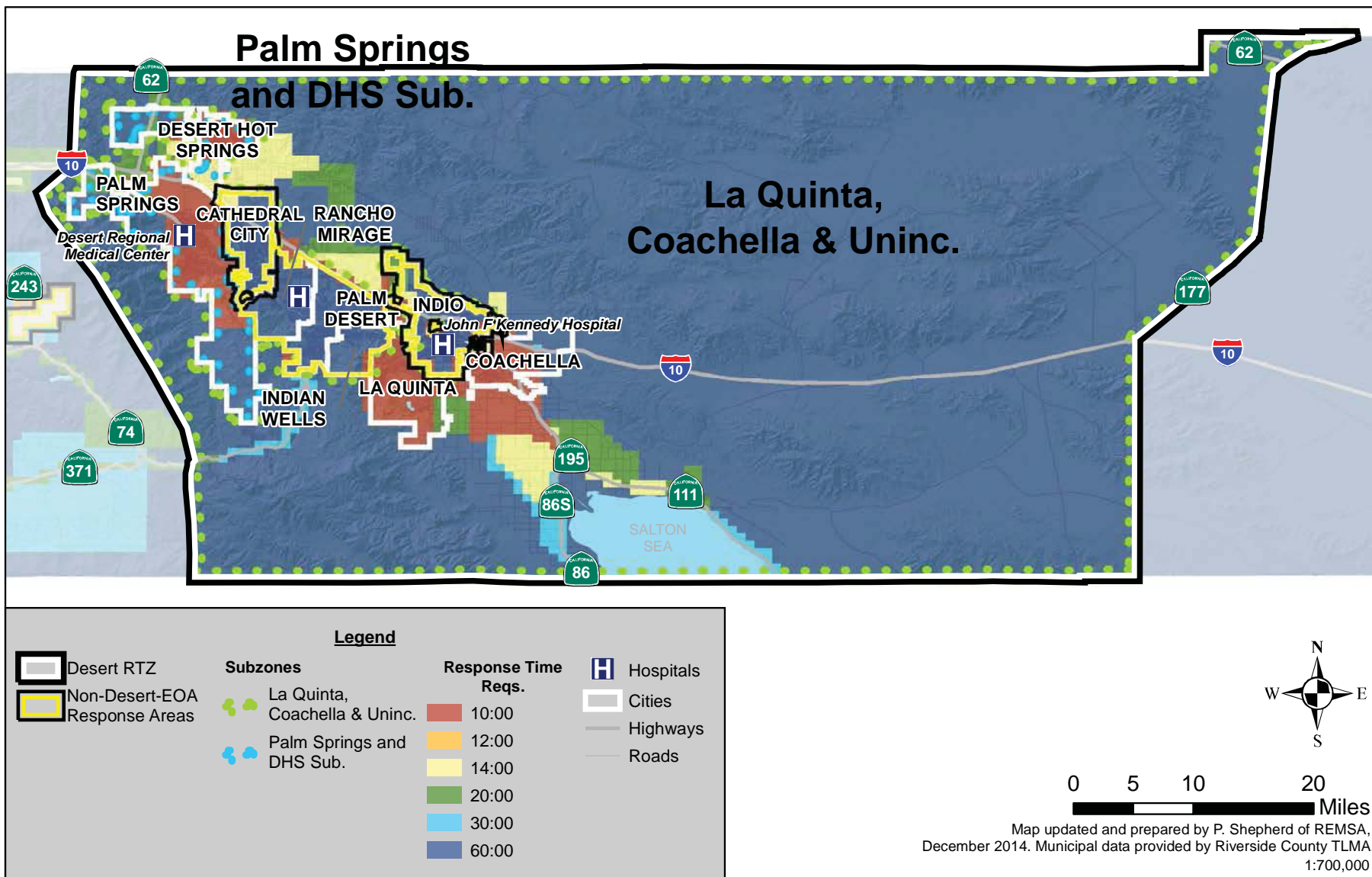
**MOUNTAIN PLATEAU**





# RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

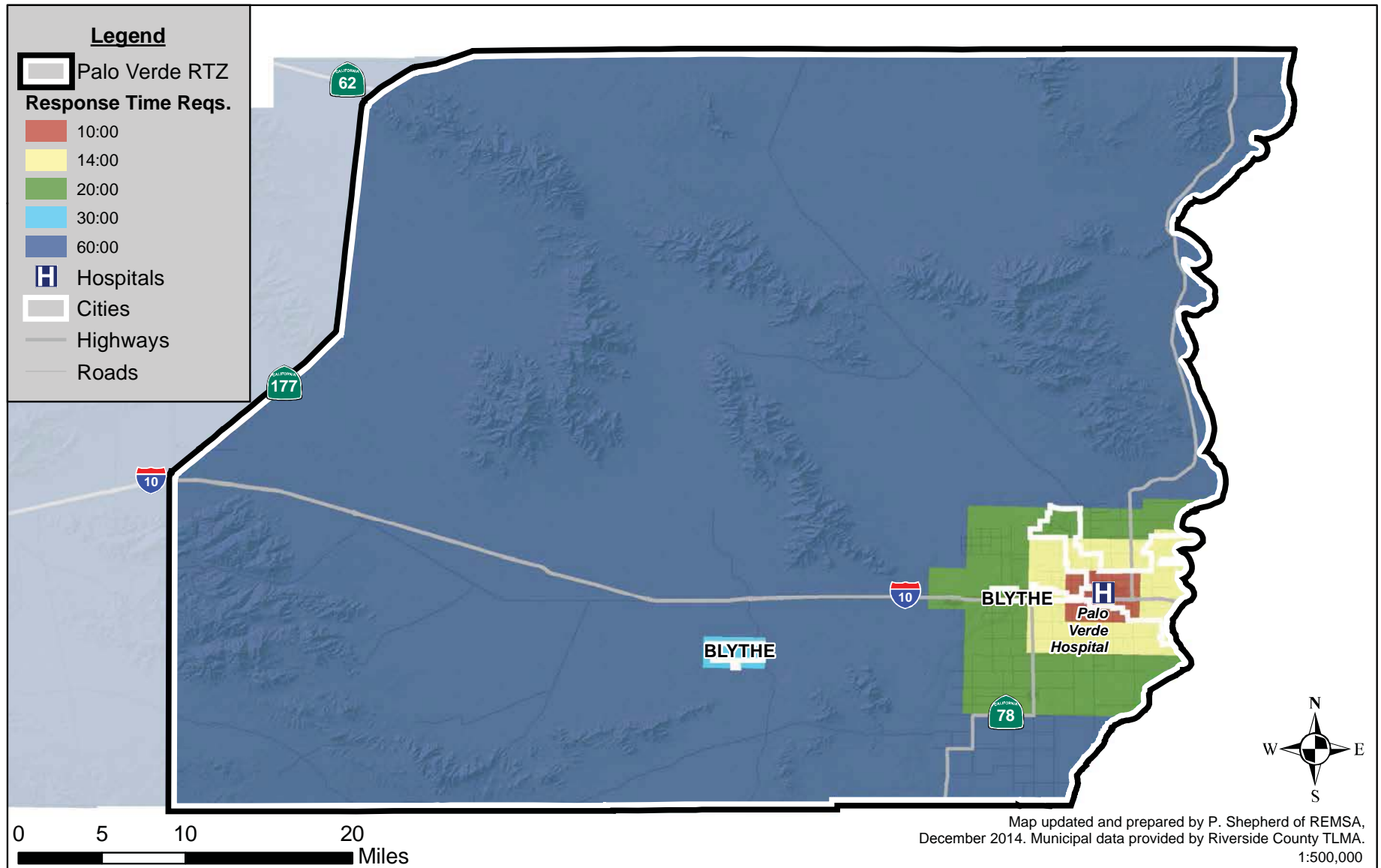
## DESERT





RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM  
GROUND ALS EMERGENCY AMBULANCE RESPONSE TIME ZONES

**PALO VERDE**



### **Attachment 3: Ambulance Back Up and System Surge Plan**

To effectively provide for a consistent method of ensuring adequate emergency ambulance availability, the Contractor shall implement an ambulance back-up plan for use during day-to-day operations and during unusual circumstances that increase EMS call volume.

#### **Contractors Reserve Emergency Ambulance Fleet**

Contractor shall maintain a response ready reserve ambulance fleet equal to 20% of peak deployment and emergency staffing procedures for use of reserve ambulances as required by daily EMS call volume increases or when requested by REMSA.

#### **Subcontracted Back-Up Emergency Ambulance Fleet**

Contractor shall establish agreements with Riverside County permitted ambulance providers for purposes of 9-1-1 backup ambulance services when the Contractor has exhausted its own in-County resources. The back-up plan will include subcontracts with permitted ambulance provider agencies that have sufficient operational presence to provide immediate response to back-up requests in the Contractor's service areas as defined in Attachment 2, Response Time Zones and Subzones. Contractor shall secure adequate subcontracted providers to assure a minimum back-up ambulance fleet equal to an additional 20% of the Contractor's peak deployment. Subcontracts will contain provisions to ensure:

1. Subcontractors have the equipment, resources and operational capabilities to function as back-up providers pursuant to policies established by REMSA.
2. Processes are in place for the Contractor to be able to activate the back-up provider and establish communications with each back-up ambulance for integration into the Contractor's operation at the request of REMSA.
3. The Contractor has implemented the appropriate elements in its CQI plan to ensure subcontractors meet REMSA standards for patient care.
4. Subcontractors adhere to the provisions of this Agreement for system integration, management and coordination during disasters and MCIs.

Contractor may enter into agreements with Fire Departments for the placement and staffing of emergency back-up ambulances to be utilized according to the policies and procedures of REMSA.

Contractor shall implement appropriate radio communications and dispatch policies consistent with REMSA policies, protocols and procedures that establish criteria for initiating the 9-1-1 back-up plan and assures adherence to the Incident Command System (ICS).

#### **Immediate Emergency Ambulance Surge Capacity**

Contractor shall have a plan that will ensure the deployment of one-half of the required reserve and back-up ambulances within one (1) hour of request by REMSA and the balance of the reserve and back-up ambulances within two (2) hours from the time of REMSA request. The exact number of available reserve and back-up ambulances based upon the Contractor's current deployment plan shall be provided to REMSA in the monthly performance report.

## **Attachment 4: Education and Training Programs**

Comprehensive and Integrated Training Programs - Contractor shall have a comprehensive training and education program for Contractor's paramedics, EMTs, management and support staff. Training and education classes shall be open to all Riverside County EMS system personnel and partner agencies. Contractor is fully responsible for the training programs but the programs shall adhere to REMSA requirements and be developed collaboratively with the Riverside County Fire Chiefs Association EMS Officers Group, Hospitals, educational institutions and other system partners.

Clinical Education Services – Contractor shall provide an organization schematic to REMSA for approval. The CES organization shall identify sufficient qualified personnel to assure that all education and training requirements as stated in this agreement are implemented and maintained toward the goal of excellent patient care, optimal patient outcomes and safe and efficient operations.

Continuing Education Provider Requirements - Contractor shall obtain and maintain authorization as a provider of Emergency Medical Services (EMS) Continuing Education by REMSA in accordance with the California Code of Regulations, Title 22 and REMSA policies.

Training Facilities - Contractor shall provide training facilities at each location that include classroom space to adequately accommodate training needs for that location.

### **Training Program Components**

New employee education, orientation, and evaluation - All Contractor's new EMT and paramedic employees shall complete an orientation that is designed to prepare them to be fully functioning paramedics or EMTs in Riverside County. This orientation shall be approved by REMSA and will include, but not be limited to:

1. A review of all REMSA plans, programs, policies, protocols, and procedures as appropriate for the individual's level of credentialing and job duties.
2. Demonstration of skills proficiency in optional and infrequent skills as identified in REMSA policies, protocols, procedures, performance standards and EQIP. (This can be a component of field evaluation and training.)
3. Geography and maps of Riverside County.
4. Prehospital receiving centers (PRC), trauma centers and specialty care centers including designated patient catchment areas.
5. Corporate compliance policies.
6. Harassment awareness.
7. OSHA/Federal Laws and Regulations.
8. Illness/Injury Prevention.
9. Exposure Control.
10. Medical Legal Documentation.
11. Defusing assaultive behavior.
12. Professionalism.
13. Back safety.
14. Critical incident stress management.
15. Patient care documentation.
16. HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation).

17. Customer service.
18. Hazardous materials (first responder awareness level).
19. Mass casualty incidents.
20. ICS 100, 200 and 700, 800.
21. Gurney operations.
22. Cultural competence and linguistic access
23. Medical equipment familiarization, user competency and critical failure reporting.

## **Paramedics**

Education and Training Requirements - The parties understand that required training may be modified by changes in REMSA plans, programs, policies, protocols and procedures. Education/training required for paramedics include:

1. Advanced Cardiac Life Support.
2. Pediatric Advanced Life Support or equivalent as determined by REMSA .
3. Prehospital Trauma Life Support (PHTLS) or equivalent as determined by REMSA.
4. CPR for the professional rescuer (continuous certification).
5. ICS 100, 200 and 700, 800.
6. Infrequent Skills Lab: hands-on experience demonstrating proficiency on skills that are not frequently used in the day-today practice of EMS or are part of the optional scope of practice.
7. Annual REMSA policy, protocol and procedure updates.
8. Attendance at a minimum of four (4) Base Hospital meetings per year.
9. Annual training courses/offerings as identified by the REMSA Medical Director, Contractor Medical Advisor or Clinical Education Services Manager through CQI activities.
10. All new paramedics will complete the field evaluation program prior to being placed on a field shift to work with an EMT partner. The field evaluation program shall require that the new paramedic function under the direct supervision of a REMSA approved FTO or Preceptor during the evaluation period. The field evaluation program shall be in compliance with REMSA policies and submitted as a part of the Contractor's CQI plan.

## **Supervisors**

Contractor shall work with REMSA to develop and implement a comprehensive field supervisor program that includes field operations guidelines and policies to be followed by supervisors. Contractor supervisors shall be credentialed by REMSA as EMS Supervisors.

## **EMTs**

EMTs shall have the following training:

1. CPR for the Professional Rescuer.
2. EMT-Basic Skills Competency.
3. ICS 100,200 and 700,800
4. Infrequent Skills Lab: hands-on experience demonstrating proficiency on skills that are not frequently used in the day-today practice of EMS or are part of the optional scope of practice.
5. Annual REMSA policy, protocol and procedure updates.
6. Annual training courses/offerings as identified by the REMSA Medical Director, Contractor Medical Advisor or Clinical Education Services Manager through CQI activities.



7. 911 ambulance/paramedic partner training.
8. Annual attendance at a minimum of two (2) Base Hospital meetings.
9. Prior to working on a 911 ambulance with a paramedic partner, EMTs will complete Contractor's competency based Paramedic Partner curriculum. This consists of a didactic curriculum and field training/evaluation to be submitted to REMSA as part of the Contractor's CQI plan. Following the didactic education, EMTs will be assigned to an ambulance with an authorized field training officer and complete a skills evaluation prior to being assigned to work one-on-one with a paramedic partner.

### **Driver Training and Safety**

All field personnel that operate emergency vehicles shall complete the following:

1. All persons driving an ambulance or support ERV providing service under this Agreement shall have successfully completed Contractor's driver training program which is consistent with the Emergency Vehicle Operator Course (EVOC) curriculum of the U.S. Department of Transportation.
2. Training on all of the Contractor's vehicle safety policies.
3. Mapping, Navigation and Area Familiarization Training.

Contractor will subscribe to the California Department of Motor Vehicles' "Pull Notice" Program which tracks employee infractions of the California Vehicle Code.

Contractor shall have a driver acceptability policy that establishes eligibility criteria for individuals to whom the Contractor extends the privilege of emergency vehicle operation.

Contractor will provide remedial driver training to employees who have been involved in a preventable collision or who have been identified as needing to improve their ambulance driving skills.

### **Field Training Officers (FTOs)**

Contractor shall implement a comprehensive Field Training Officer (FTO) Program subject to approval by REMSA. The FTO program shall assure that Contractor has sufficient number of qualified FTOs to support execution of the CQI plan, Contractor and REMSA education and training programs and other duties on behalf of the Contractor.

### **On-Going Evaluation of Training Programs**

Contractor shall continuously evaluate the effectiveness of all training programs required under this agreement. For each training program, Contractor shall identify an evaluation methodology and shall include narrative on the effectiveness of the programs in the annual performance report to REMSA.