



**Contract Number**

12-254 A-9

**SAP Number**

## Inland Counties Emergency Medical Agency

<b>Department Contract Representative</b>	Daniel Munoz, Interim EMS Administrator
<b>Telephone Number</b>	(909) 388-5830
<b>Contractor</b>	American Medical Response of Inland Empire
<b>Contractor Representative</b>	Christopher Gordon
<b>Telephone Number</b>	909-477-5000
<b>Contract Term</b>	7/1/2012 – 3/31/2024
<b>Original Contract Amount</b>	0
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	N/A
<b>Cost Center</b>	

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the INLAND COUNTIES EMERGENCY MEDICAL AGENCY (“ICEMA”) and AMERICAN MEDICAL RESPONSE OF INLAND EMPIRE (“PROVIDER”) have previously entered into a contract, Contract No. 12-254, for PROVIDER to provide for the delivery of advanced life support ambulance services within San Bernardino County, California; and

**WHEREAS**, ICEMA and PROVIDER desire to extend the term of Contract No. 12-254 to allow for one extension of twenty-four (24) months beyond the current contract term date of March 31, 2022.

**NOW THEREFORE**, in consideration of mutual covenants and conditions set forth herein, the parties agree Contract No. 12-254 is amended as follows:

1. Effective immediately upon execution of this Amendment No. 9 by all parties, **DELETE** the existing **Subdivision A (1), Term**, of Section XXII, GENERAL PROVISIONS, and **SUBSTITUTE** therefore the following new **Subdivision A(1) Term**, of Section XXII, GENERAL PROVISIONS:

**A. TERM OF AGREEMENT**

1. **Term** - This Agreement allows for a twenty-four (24) month extension beyond the current expiration date of March 31, 2022. The extension shall commence on April 1, 2022, and continue in full force and effect ending on March 31, 2024, unless reopened for required system enhancements that support improved contract performance and address hospital delay exception improvements. This Agreement may be terminated on not less than ninety (90) days prior written notice by ICEMA to the PROVIDER, which may include notice in the event of the successful completion of a Request for Proposals process resulting in a contract(s) award.
2. Effective immediately upon execution of this Amendment No. 9 by all parties, the following sections are added and/or amended:
  - (a) Amend **Subdivision M, Quality Improvement (QI)**, of Section II, GENERAL RESPONSIBILITIES AND DUTIES OF PROVIDER, and **SUBSTITUTE** therefore the following amended **Subdivision M, Quality Improvement (QI)**:

**M. Quality Improvement (QI)** – PROVIDER shall participate actively in and comply with the ICEMA QI audit process and continuous QI activities, provide special training and support to PROVIDER's personnel found in need of special assistance in specific skill or knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment and procedures throughout the industry and by regularly reporting such developments to ICEMA. PROVIDER shall submit a QI Plan and subsequent revisions and update for approval to ICEMA. PROVIDER will provide the ImageTrend CQI module for EMS system participants to enhance clinical quality improvement activities.
  - (b) Amend **Subdivision J, CAD Requirements**, of Section VI, PROVIDER DISPATCH SERVICES, and **SUBSTITUTE** therefore the following amended **Subdivision J, CAD Requirements**:

**J. CAD Requirements** – PROVIDER shall maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS provider dispatch services. The PROVIDER shall provide a CAD-to-CAD link, including vehicle location information, to CONFIRE dispatch and maintain this link until the bi-directional CAD-to-CAD interface has been implemented. PROVIDER will be compliant with this provision by January 31, 2022.
  - (c) Add **Subdivision L and M**, of Section VI, PROVIDER DISPATCH SERVICES, as follows:

**L.** PROVIDER shall cooperate with CONFIRE in implementing Emergency Medical Dispatch and Emergency Communication Nurse System through the CONFIRE dispatch center.

**M.** PROVIDER shall provide a dedicated direct connection (ring down line) between PROVIDER's dispatch center and public dispatch centers. PROVIDER will be compliant with this provision by December 1, 2021.
  - (d) Amend **Subdivision A, Performance Requirements**, of Section X, RESPONSE TIME STANDARDS, and **SUBSTITUTE** therefore the following amended **Subdivision A, Performance Requirements**:

**A. Performance Requirements** – The overall response time performance requirement for services under this Agreement is intended to ensure that PROVIDER responds to and arrives at each incident

with an appropriate resource in accordance with ICEMA policies and procedures. The standards set forth herein establish the level of response time performance required by PROVIDER for calls within the designated EOA as depicted in Attachment 2 (EOA Maps/Response and Sub-response Zones). Additionally, PROVIDER will make best effort to respond to non-emergency calls within PROVIDER's established policy guidelines [Attachment 8 – Inter-facility Transport Response (IFT) Times] for ALS and BLS IFT within sixty (60) minutes of scheduled transport ninety percent (90%) of the time and report response time to ICEMA according to ICEMA data compliance requirements.

- (e) Amend **Subdivision C, Exemptions**, of Section X, RESPONSE TIME STANDARDS, and SUBSTITUTE therefore the following amended **Subdivision C, Exemptions**:

**C. Exemptions** – PROVIDER will be allowed a late call exemption for a 911 call due to unusual circumstances beyond the PROVIDER's control, following the ICEMA Exemption Policy. Response Time Exemptions include, and are limited to:

1. Ambulance Patient Offload Delay (APOD) greater than twenty-five (25) minutes and  $\geq 5\%$  deployed ambulances on Ambulance Patient Offload Delay impacting PROVIDER's System Status Plan (SSP).

In addition to APOD exemptions outlined above, if PROVIDER believes that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond PROVIDER's reasonable control, PROVIDER may request, in writing, that these runs be exempted from response time performance calculations and late run assessments. If ICEMA EMS Administrator concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance and/or in assessing late run liquidated damages. Equipment failure, provider dispatcher error, or lack of emergency ambulance shall not furnish grounds for release from late run assessment or response time standards.

- (f) Amend **Subdivision F, Performance Committee**, of Section X, RESPONSE TIME STANDARDS, and SUBSTITUTE therefore the following new **Subdivision F, Performance Committee**:

**F. Performance Committee** – ICEMA shall establish and maintain a Performance Committee comprised of representatives of PROVIDER's management and field personnel and ICEMA staff, City Managers or their designated representative (within the EOA covered by this Agreement) and representative of the County supervisorial district(s) (within the EOA covered by this Agreement), which shall meet as necessary to review response compliance performance and to discuss operational matters. PROVIDER will participate in the ICEMA's Performance Committee to provide more transparency to system stakeholders.

- (g) Add **Subdivision A.6**, of Section XVII, DATA COLLECTION AND REPORTING REQUIREMENTS, as follows:

A. PROVIDER shall maintain data collection and reporting systems that meet the following minimum standards:

6. PROVIDER will provide an online compliance utility software system, such as "FirstWatch" or a superior product to enhance performance reporting by ICEMA for all EMS responders and ensure the software system is linked to required data systems.

- a. FirstWatch System Requirements - System Requirements for Response Time and Clinical Performance Measurement. PROVIDER shall fund the costs of ICEMA FirstWatch Online Compliance Utility ("OCU") and FirstPASS data programs, which ICEMA will use to monitor the performance of PROVIDER in delivering EMS services to San Bernardino County under the terms of this Agreement. PROVIDER shall be granted access to OCU and FirstPASS by ICEMA, which shall be supported by PROVIDER'S clinical and

operational personnel. The FirstWatch data platform will be interfaced to PROVIDER'S CAD and ePCR program to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system. The cost of any changes to the PROVIDER'S ePCR or CAD that result in programming changes by FirstWatch shall be borne by the PROVIDER. PROVIDER shall participate in future surveillance and technology initiatives undertaken by ICEMA. PROVIDER shall be financially responsible for any required data source integration to the FirstWatch surveillance platform.

- (h) Amend **Subdivision B, Financial Audits**, of Section XVII, DATA COLLECTION AND REPORTING REQUIREMENTS, and SUBSTITUTE therefore the following new **Subdivision B, Financial Requirements**:

**B. Financial Requirements**

1. Audits – ICEMA may require an audit of books and records of the PROVIDER for the contracted services areas by operating area. Such audit shall be carried out by a person selected by the PROVIDER and approved by ICEMA. If agreement cannot be reached on a person or firm to perform the audit, the financial audit shall be carried out by a Certified Public Accountant selected by ICEMA. If there is any charge, cost or fee for such an audit, PROVIDER agrees to cover the cost for up to one (1) external audit during the term of this extension.
2. Reporting – PROVIDER shall maintain separate full and accurate financial records for services provided pursuant to this Agreement, including by operating area in accordance with generally accepted accounting principles.
  - a. PROVIDER shall make available quarterly system reports to include all expenses and revenues for its non-emergency interfacility and 911 transport volume. Quarterly statements shall be required forty-five (45) days following the close of that quarter.
  - b. PROVIDER shall make available, and provide upon request, a year-end financial report to the ICEMA EMS Administrator for review. This report shall include annual financial statements in accordance with generally accepted accounting procedures. Statements shall be available to EMS Agency on an annual basis within ninety (90) calendar days of the close of PROVIDER's fiscal year and include non-emergency interfacility and 911 transport volume. If PROVIDER's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino EOAs under this agreement extension shall be required and shall be subject to the County's review.

- (i) Add **Section XL, ELECTRONIC SIGNATURES**, as follows:

**XL. ELECTRONIC SIGNATURES**

This Agreement and any Amendments may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall together constitute one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement and any Amendments (whether by facsimile, PDF or other email transmission), which signature shall be binding on other Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Agreement or Amendment upon request.

3. All other provision and terms of Agreement, Contract No. 12-254, as previously amended, shall remain the same and are hereby incorporated by reference.

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

►

Curt Hagman, Chairman, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By \_\_\_\_\_  
Deputy

American Medical Response of Inland Empire  
("AMR")

(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name Christopher Gordon  
(Print or type name of person signing contract)

Title Regional Director  
(Print or Type)

Dated: \_\_\_\_\_

Address 7925 Center Avenue,  
Rancho Cucamonga, CA 91730

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
John Tubbs II, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Date \_\_\_\_\_

Reviewed/Approved by Department

►  
Date \_\_\_\_\_