

2018
**ALS FIRST RESPONDER AGREEMENT
(AMR & CITY OF RIVERSIDE)**

THIS ALS FIRST RESPONDER AGREEMENT ("Agreement") is made between the American Medical Response Ambulance Service, Inc. ("AMR") and the City of Riverside (the "First Responder"). This Agreement is effective as of the Commencement Date as defined in Schedule "A" attached hereto. AMR and First Responder are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

WHEREAS, First Responder contends that it is authorized to administer the delivery of ambulance transport services within its boundaries pursuant to Health and Safety Code Section 1797.201 and Government Code Section 38794;

WHEREAS, AMR is the emergency medical services provider in Riverside County, California (the "County") and has entered in a Ground Advanced Life Support Emergency Ambulance Services agreement with the County, effective July 1, 2015, with an initial term of five (5) years and with the ability for up to three (3) additional "earned extensions" from (a) July 1, 2023 through June 30, 2026; (b) July 1, 2026 through June 30, 2028; and (c) July 1, 2028 through June 30, 2030 ("County 911 Agreement");

WHEREAS, the emergency ambulance services that AMR is to provide in the County, including in the City of Riverside and First Responder's service area, is defined in the County 911 Agreement ("AMR Emergency Ambulance Services");

WHEREAS, the County 911 Agreement permits AMR additional time to respond for a transport when it enters into public/private partnerships with agencies which can arrive on-scene and provide Advanced Life Support ("ALS") services to patients first;

WHEREAS, AMR receives a benefit in the form of costs savings in an extended response time when an ALS first responder arrives before AMR and begins caring for the patient;

WHEREAS, AMR wishes to retain First Responder to perform ALS first responder services within the service area defined in Schedule "A" attached hereto ("Service Area") in order for AMR to receive additional time to respond under the County 911 Agreement; and

WHEREAS, First Responder wishes to perform, and is capable of performing, ALS first responder services within the Service Area pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, the Parties hereto agree as follows:

1. **Provision of Services.** First Responder will provide the ALS first responder services described in Schedule "A" attached hereto (the "Services") to patients who are responded to as part of the County EMS System (as defined in the County 911 Agreement) ("Patients") on the conditions, if any, described in Schedule "A" attached hereto and in the Service Area.
2. **Compliance with Laws.** The Parties will comply in all material respects with all applicable federal and state laws and regulations, including the federal Anti-kickback statute. Each Party's vehicles will conform to applicable state regulations and AMR's vehicles will be duly licensed for the transportation of Patients. All First Responder personnel staffing vehicles that provide the Services and all AMR personnel staffing vehicles that provide AMR Emergency Ambulance Services will be licensed or certified as required by applicable law.
3. **Term.** Unless earlier terminated as provided for in Section 4 below, the term of this Agreement shall commence on the Commencement Date set out in Schedule "A" attached hereto, and shall continue in full force and effect through the term and any earned extensions or other renewal terms of the County 911 Agreement ("Term"). Notwithstanding the foregoing, in no event will the Term of this Agreement go beyond the term and any earned extensions or other renewal terms of the County 911 Agreement.
4. **Termination.** Either Party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (90) days written notice to the other Party; (b) upon the material breach of this Agreement by the other Party, if such breach is not cured within thirty (30) days of written notice thereof to the other Party; or (c) upon the implementation of a new first responder agreement directly with the County. Notwithstanding the foregoing, AMR may terminate this Agreement immediately upon: (i) the failure of First Responder to meet the Response Time Standard provided in Schedule "A" attached hereto two (2) months in a row or three (3) months in any twelve (12) month rolling period; or (ii) following First Responder's loss or suspension of licensure necessary for the provision of the Services or reduction or loss of First Responder's insurance coverage below the minimum required under this Agreement.

5. **Standards for Services.** Each Party represents and warrants to the other Party that any and all services they provide shall be provided in accordance with prevailing industry standards of quality and care applicable to those services provided and the standards required by the County. All requirements of the County 911 Agreement and Riverside Municipal Code 5.66 applicable to the Services provided by First Responder are incorporated herein. The Parties represent that there are no terms within this Agreement that are inconsistent with the requirements of the County 911 Agreement applicable to the Services provided by First Responder. In the event of any amendment to, or interpretation of, the County 911 Agreement which would create an inconsistency between the requirements applicable to the Services provided by First Responder and the terms of this Agreement, AMR shall immediately bring them to the attention of First Responder and the Parties shall negotiate in good faith an amendment to this Agreement to address the inconsistency.
6. **No Billing by First Responder for Ambulance Transport Services.** First Responder shall not bill any Patient, third-party payer or any other source for any ambulance transport services. AMR shall perform all billing for and Patient receiving First Responder services under the Agreement if the Patient is transported by AMR. AMR shall be solely and fully responsible for complying with applicable federal, state, and local laws -- including those relating to Medicare, Medi-Cal, and the Affordable Care Act -- governing the billing and collection of money for services provided under this Agreement.
7. **Compensation.** As consideration for the Services provided under this Agreement and the benefits received by AMR from the County (as discussed in the recitals above), AMR shall pay to First Responder the sum of One hundred and twenty nine thousand nine hundred and ninety-seven dollars and twenty seven cents (\$129,997.27) per month. ("ALS First Responder Fee"). On each anniversary date of this Agreement, the First Responder shall be entitled to increase the ALS First Responder Fee by a percentage equal to the then applicable annual percentage increase in the Consumer Price Index (CPI) annual change (All Urban Consumers for Riverside-San Bernardino-Ontario). If CPI is discontinued or modified, a fair substitute index or calculation to achieve the same result as if not discontinued or modified will be applied. First Responder shall submit its invoice for the ALS First Responder Fee to AMR monthly. Any payment owed by either Party following the reconciliation shall be made within thirty (30) days; provided, however, the Parties may also agree to lower the payment to account for any reconciliation amount owed to AMR due to late response fees as outlined in Schedule A.
8. **Restocking of Supplies.** AMR shall restock First Responder in the field on a one-for-one basis for disposable supplies and non-regulated medications used for treatment by First Responder for patients that AMR transports. AMR shall pay First Responder, \$30,000 annually to reimburse First Responder for equipment utilized in support of the restocking of supplies.
9. **Dispatch and EMD.** As long as the First Responder implements and maintains a Riverside County EMS Agency approved EMD program, AMR shall pay \$94,071.15 annually First Responder shall provide dispatch services for all 911 Emergency Medical Services calls originating in the Service Area for the duration of this Agreement. AMR shall be required to provide a link to the First Responder's Computer Aided Dispatch ("CAD") system in its current or any future configurations. Each AMR ambulance in the Service Area shall be capable of communicating with the First Responder's dispatch center and Fire units providing ALS first responder services.
10. **Record Retention.** First Responder will retain books and records respecting Services rendered to Patients for the greater of ten (10) years or the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
11. **Audit Rights.** Each Party shall, within a reasonable amount of time after written notice from the other, provide representatives of the other Party or the U.S. Government (as specified in the notice), with access to all records, documents, fiscal and accounting data, and other information (whether in paper form, microform, electronic media or other form) that relate to this Agreement. This obligation shall survive for a period of three (3) years following final payment under this Agreement or until such later time as required under applicable law and regulation.
12. **Indemnity.** To the fully extent permitted by law, each Party will defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents from and against liability claims resulting from or alleged to result from any negligence, omissions, or willful or reckless misconduct of the indemnifying Party which arise out of, relate to or result from the indemnifying

Party's performance or non-performance of this Agreement or the County 911 Agreement.

13. **Insurance.** The Parties currently maintain and will maintain during the Term of this Agreement liability insurance policies for claims that may arise out of the services provided under this Agreement or the County 911 Agreement. The Parties shall maintain comprehensive general and automobile liability coverage with limits no less than the amounts set forth in the County 911 Agreement. The Parties shall maintain medical professional liability coverage with limits no less than the amounts set forth in the County 911 Agreement. The Parties shall maintain workers' compensation insurance in the statutory required amounts. The Parties shall exchange, upon execution of this Agreement, certificates of insurance evidencing coverage. Notwithstanding the foregoing, either Party may self-insure any or all of the noted coverages, provided they are able to document sufficient reserves to cover exposures in the amounts noted above. In the event of self-insured coverage, the Party shall provide a letter evidencing such reserves to the other Party. Coverage shall not be changed or modified without using best efforts to at least thirty (30) days prior written notice to the other Party.
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

IF TO FIRST RESPONDER:

Fire Chief
City of Riverside
3401 University Ave
Riverside, CA 92501

IF TO AMR:

Regional Director
American Medical Response
879 Marlborough Avenue
Riverside, CA 92507

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6363 South Fiddler's Green Circle, Ste 1400
Greenwood Village, Colorado 80111

15. **Confidentiality.** All information with respect to the operations and business of a Party (including but not limited to the rates charged hereunder) and any other information considered to be and treated as confidential by that Party gained during the negotiation or Term of this Agreement will be held in confidence by the other Party and will not be divulged to any unauthorized person without prior written consent of the other Party, except for access required by law, such as the California Public Records Act, regulation and third party reimbursement agreements. The obligations under this section shall not apply to information which (a) at the time of disclosure is in the public domain or, after disclosure, enters the public domain other than by breach of this Agreement; or (b) is already in the possession of the recipient at the time of disclosure and is not acquired from the other Party; or (c) is later received on a non-confidential basis from a third party having the right to impart such information; or (d) is independently developed by the recipient's employees who did not have access to such information in connection with this Agreement.
16. **HIPAA Compliance.** To the extent mandated by law, each Party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
17. **Relationship.** In the performance of this Agreement, each Party shall be, as to the other, an independent contractor, and neither Party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained within this Agreement shall be construed to constitute either Party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. As to either Party's employees, nothing contained herein shall be construed in such a manner as to give effect to the notion that either Party shall in anyway assume responsibility for the oversight or provision of the other Party's employee benefits, including but not limited to the payment of wages, provision of health insurance, worker's compensation, unemployment insurance, tax withholdings, or any and all other commonly accepted benefits of employment.
18. **Compliance Program and Code of Conduct.** AMR has made available to the First Responder a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the First Responder acknowledges receipt of such documents. AMR

warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute. No funds shall be used by the First Responder in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

19. **Non-Exclusion.** Each Party represents and certifies that neither it nor any practitioner or employee who orders or provides services on its behalf hereunder, has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each Party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each Party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in Federal health care programs, the Party must notify the other Party within five (5) days of knowledge of such fact, and the other Party may immediately terminate this Agreement, unless the excluded practitioner or employee immediately discontinues ordering or providing services hereunder.

20. **Background Investigation.** Each Party warrants and represents that it has performed a background investigation on employees who provide Services or drive vehicles as part of the Services ("Background Investigation"). The Background Investigation includes at least the following:

Social Security Number Verification

Criminal Search (7 years or up to 5 criminal searches)

Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years

OIG List of Excluded Individuals/Entities
Sex Offender Registry

GSA List of Parties Excluded from Federal Programs

Department of Motor Vehicle Driving History

State and Local Licensure Verification

Drug Screen

First responder also warrants and represents that it shall perform a Background Investigation on future employees who will provide Services or drive vehicles as part of the Services. Upon request and from time-to-time, First Responder shall provide AMR with a continuing certification of such Background Investigations.

Notwithstanding the foregoing, in no event shall AMR or any other third party be entitled to any information in, or report resulting from, such Background Investigations.

21. **Referrals.** It is not the intent of either Party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of Patients to the other Party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the Parties reasonably believe to be a fair market value for the services provided. First Responder represents and warrants that the compensation it receives from AMR is less than or equal to the costs of the Services it provides.

22. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the Parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the Parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

23. **Benefits.** This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons or parties. The Services provided by First Responder under this Agreement represent an extension and expansion of services the First Responder owes to the public in general and by entering into this Agreement the First Responder does not intend to create a special relationship or duty to the other Party or to the public served by either Party.

24. **Miscellaneous.** This Agreement (including the whereas recital clauses above and Schedule "A" attached hereto, all of which are expressly incorporated herein by reference): (a) constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by all Parties; (c) may not be assigned by any Party without the written consent of the other Party, provided such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the State of California, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be

executed in several counterparts (including by facsimile or electronic transmission), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until

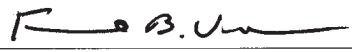
executed by both Parties. In the event of a conflict between this Agreement and any Schedule attached hereto, the terms of this Agreement shall govern.


[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
2018
ALS FIRST RESPONDER AGREEMENT
(AMR & CITY OF RIVERSIDE)

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement as of ~~July 2, 2018~~ **September 26, 2018**

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

By: 
Edward B. Van Home, CEO and President


By: 
Timothy J. Dorn, CFO and COO

CITY OF RIVERSIDE

By:  **Lea Deesing
Assistant City Manager**

Attest: 

Approved as to Form:

By: 
**Neil D. Okazaki
Assistant City Attorney**

SCHEDULE "A"

I. Services:

First Responder shall provide advanced life support (as defined in the County 911 Agreement) first response services to every emergency call dispatched through a Public Safety Answering Point to a call location within the Service Area defined below. First Responder personnel may accompany AMR personnel during transport if the care of the Patient and circumstances warrant based upon Riverside County protocols.

II. Service Area:

Services shall be provided within the City of Riverside and its service areas (including those in which it provides contracted services).

III. Commencement Date

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The Commencement Date referred to in Section 3 of this Agreement shall be: November-1, 2018.

IV. Response Times, Response Time Standards and Per Call Assessments

For the Services, First Responder shall arrive on scene in nine (9) minutes and fifty-nine (59) seconds or less at least ninety percent (90%) of the time ("Response Time Standard"). First Responder is subject to the following per call assessments for late arrivals:

Zone	Response Time	Per Call Assessments for late arrival time
Urban Zone	9 minutes 59 seconds	Late .01-1.00 minute = \$5.00 Late 1.01-2.00 minutes = \$10.00 Late 2.01-3.00 minutes = \$20.00 Late 3.01-4.00 minutes = \$50.00 Late 4.01-5.00 minutes = \$70.00 Late 5.01-6.00 minutes = \$180.00 Late 6.01-7.00 minutes = \$220.00 Late 7.01-8.00 minutes = \$392.00 Late 8.01-9.00 minutes = \$448.00 Late 9.01-10.00 minutes = \$504.00 Late 10.01-15.00 minutes = \$800.00 Late 15.01-20.00 minutes = \$1,000.00 Late 20.01-30.00 minutes = \$1,200.00 Late 30.01-60.00 minutes = \$2,400.00 Late more than 60.00 minutes = \$10,000.00

For Clarification, AMR shall arrive on scene in eleven (11) minutes and fifty-nine (59) seconds or less at least ninety percent (90%) of the time ("Response Time Standard"), AMR is subject to the above per call assessments to the City of Riverside for late arrivals;

Response time for Services will be measured from the time the dispatch is received by the First Responder with all information necessary to respond to the call until the time the First Responder arrives on-scene (or in the case of a location other than the actual scene, the staging area or nearest accessible point, e.g., fence, apartment complex parking lot) or the call is cancelled ("Response Time").

In accordance with the County 911 Agreement, First Responder and AMR shall report its Response Times and Response Time Standards for Services quarterly along with explanations for any delayed responses in which the agency requests and exemption. Exemptions outlined in the County 911 Agreement, such as for dispatch errors, delays in dispatching for calls and other non-First Responder errors, will be removed from First Responder Response Time Standards calculations,

as reasonably determined by AMR. Only those exemptions which are outlined in the County 911 Agreement are acceptable.