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December 5, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO
TRANSPORTATION OVERFLOW SERVICES
MASTER AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of amendments to the Transportation Overflow Services Master Agreements with various vendors for the provision of as-needed non-emergent Transportation Overflow Services to County patients.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of Health Services (Director), or her designee, to execute Amendment No. 6 to the as-needed Transportation Overflow Services (TOS) Master Agreement with each ambulance company listed on Attachment A, effective upon Board approval, to extend the term for the period of January 1, 2018 through December 31, 2024, and amend the Statement of Work (SOW) to implement requirements for improved response time and acceptance via the inclusion of language that commits contractor to accept a minimum of 25 calls for transport per month and subjecting contract to termination for failing to accept at least 50% of service calls per quarter; with a total estimated annual cost of \$5 million.
2. Delegate authority to the Director, or her designee, to execute a Master Agreement with new qualified vendors that may have been identified and selected through the Request for Statement of Qualifications (RFSQ) process, for TOS, effective upon execution through December 31, 2024.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 December 5, 2017

LORI GLASGOW
EXECUTIVE OFFICER

3. Delegate authority to the Director, or her designee, to: (i) execute Amendments to the TOS Master Agreements to: (a) add, delete and/or change non-substantive terms and conditions in the Agreement; (b) approve necessary changes to the scope of services, including the provision of services to other County departments; and (c) approve Cost-of-Living Adjustments (COLAs), at the Director's discretion, consistent with the Board's COLA policy, with all amendments approved as to form by County Counsel; and (ii) terminate the TOS Master Agreements in accordance with the termination provisions of said Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County has an ambulance fleet to provide non-emergent Basic Life Support (BLS) transport of County patients between County hospitals; health, custody or court facilities; State mental and other governmental hospital or health facilities; psychiatric wards; private hospitals/facilities; and patient homes. However, in order to meet the additional growing need to provide paramedic or nurse-staffed ambulance transportation, the Department of Health Services (DHS) also utilizes the contracted services under the TOS Master Agreements because the Emergency Medical Services (EMS) Agency does not employ paramedics nor does it operate its own Advanced Life Support (ALS) equipped ambulances. In addition, DHS does not own nor operate a sufficient number of vehicles (e.g. ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times. The TOS Master Agreements also help meet the needs of the Los Angeles County Sheriff's Department (LASD), when BLS transportation services are not available or the transport requires ALS.

Approval of the first recommendation will allow the Director to execute Amendment No. 6 to the TOS Master Agreements, substantially similar to Exhibit I, with each ambulance company listed on Attachment A, to amend the SOW to implement minimum service call acceptance requirements and tie contract termination to quarterly minimums; and extend the term of the Agreements for an additional seven (7) years through December 31, 2024 for the continuation of patient transportation services on an as-needed basis when County vehicles are unavailable to provide these services. The current Master Agreements expire on December 31, 2017.

Approval of the second recommendation will allow the Director to execute a TOS Master Agreement with new qualified vendors that may be identified and selected through the RFSQ process, which will be re-opened to allow additional providers to qualify.

Approval of the third recommendation will allow the Director to: add, delete and/or change non-substantive terms and conditions in the Agreement; approve necessary changes to scope in services; approve COLAs, at the Director's discretion, consistent with the Board's COLA policy; and delegate authority to terminate the TOS Master Agreements.

Implementation of Strategic Plan Goals

The recommended actions support Goal II, Strategy II.2, "Support the Wellness of Our Communities" and Goal III, Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Expenditure under the TOS Master Agreements vary from year to year, but are estimated at \$5 million annually.

Funding is included in the DHS Fiscal Year 2017-18 Final Budget and will be requested in future fiscal years, if needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 13, 2012, the Board approved the current TOS Master Agreements for the provision of patient transportation services on an as-needed basis when County vehicles are unavailable to provide transport of County-responsible patients. The continuation of the TOS Master Agreements is needed to meet the growing transportation needs of the Department.

County Counsel will approve Exhibit I as to form. The TOS Master Agreements include all Board of Supervisors' required provisions, including the most recent provision- Compliance with County's Zero Tolerance Human Trafficking. The Master Agreements may be terminated for convenience by the County upon ten (10) days prior written notice.

The TOS Master Agreements are not Proposition A Agreements because the services are intermittent and as-needed and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

CONTRACTING PROCESS

On April 12, 2012, DHS released a RFSQ to identify and qualify ambulance companies to provide ALS services on an as-needed basis. Notice of the RFSQ was posted on the DHS and EMS Agency websites. The ambulance companies listed on Attachment A submitted Statement of Qualifications (SOQ) which met the requirements outlined in the RFSQ by the submission deadlines, and the TOS Master Agreements were awarded to these companies.

The RFSQ was closed as of May 4, 2012. It will be re-opened and posted on the DHS and EMS Agency websites for other interested vendors to submit SOQs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that overflow TOS services continue uninterrupted to meet the needs of the County's patient population.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Christina R. Ghaly'.

Christina R. Ghaly, M.D.
Acting Director

CRG: hs

Enclosures (2)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

TRANSPORTATION OVERFLOW SERVICES CONTRACTOR LIST

CONTRACTOR	AGREEMENT NUMBER
Ambulnz Health, LLC	H-705595
AmbuServe, Inc.	H-705592
American Medical Response of Southern California	H-705636
Americare Ambulance Service	H-705589
Antelope Ambulance Service	H-705649
Care Ambulance Service	H-705587
Emergency Ambulance Service	H-705637
Guardian Ambulance Service	H-705639
Liberty Ambulance, LLC.	H-705591
Mauran Ambulance Service, Inc.	H-705634
MedCoast Ambulance Services	H-705632
MedReach Ambulance Service	H-705588
PRN Ambulance, Inc.	H-705951
Rescue Services International, LTD, dba Medic-1 Ambulance	H-705633
Schaefer Ambulance Service	H-705635
WestCoast Ambulance, Inc.	H-705586
Westmed Ambulance Service, Inc., dba McCormick Ambulance, Inc.	H-705593

Agreement No. H-_____

TRANSPORTATION OVERFLOW SERVICES

Amendment No. 6

THIS AMENDMENT is made and entered into this ____ day of December, 2017,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

(hereafter "Contractor")

Business Address:

WHEREAS, reference is made to that certain document entitled "Transportation Overflow Services Master Agreement," dated January 1, 2013, and further identified as Agreement No. H-_____ and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the Agreement currently expires on December 31, 2017; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term, revise the Statement of Work, adjust the rates to be charged County for Ambulance/Ambulette Transportation, and make other changes as set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 8.1, Amendments, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective January 1, 2018.
2. Agreement, Paragraph 4.0, Term of Master Agreement, Sub-paragraph 4.1 is deleted in its entirety and replaced as follows:

“4.1 This Master Agreement is effective January 1, 2013 and shall expire on December 31, 2024, unless sooner extended or terminated, in whole or in part, as provided herein.”

3. Agreement, Paragraph 5.4, Invoices and Payments, Sub-Paragraph 5.4.1 is deleted in its entirety and replaced as follows:

“5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and according to the rates identified in Exhibit B-4, RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, along with the Monthly Response Time Report in Excel format contained in Attachment I, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the most current version of the official Health Insurance Claim Form (CMS-1500) and shall include, but not be limited to, the following information: DHS’ Centralized Dispatch Office (CDO) run number (list in section 23, “Prior Authorization Number” of the CMS-1500), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor.”

4. Agreement, Paragraph 8.46, Termination for Default, Sub-Paragraph 8.46.1 is deleted in its entirety and replaced as follows:

“8.46.1 The County may by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if in the judgment of County’s Project Director:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service – such as meeting the acceptance of at least fifty percent (50%) of CDO calls for service in the previous quarter, or other work required under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.”

5. Agreement, Exhibit A, Statement of Work, is deleted in its entirety and replaced by Exhibit A-1, attached hereto and incorporated herein by reference. All references to Exhibit A in the Agreement shall hereafter be replaced by Exhibit A-1.

6. Agreement, Exhibit B-3, Rates to be Charged County for Ambulance/Ambulette Transportation, is deleted in its entirety and replaced by Exhibit B-4, attached hereto and incorporated herein by reference. All references to Exhibit B-3 in the Agreement shall hereafter be replaced by Exhibit B-4.

7. Agreement, Exhibit E, County's Administration, is deleted in its entirety and replaced by Exhibit E-1, attached hereto and incorporated herein by reference. All references to Exhibit E in the Agreement shall hereafter be replaced by Exhibit E-1.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Christina R. Ghaly, M.D.
Acting Director of Health Services

CONTRACTOR

[AMBULANCE SERVICE]

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____
Brian T. Chu
Principal Deputy County Counsel

STATEMENT OF WORK

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EXHIBIT A-1

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor agrees to transport patients in appropriately licensed and staffed ambulance or ambulette units, as long as the patient pickup point is within Los Angeles County and the transport is requested by the Department of Health Services' (DHS) Central Dispatch Office (CDO).

Contractor agrees to keep a specified number of its ambulances and ambulette vehicles available within Los Angeles County on a twenty-four (24) hour basis.

2.0 VEHICLE INVENTORY

Contractor shall provide vehicle inventory for placement into service under this Master Agreement for approval to the County's DHS, Emergency Medical Services (EMS) Agency, Ambulance Program Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

3.1 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

3.2 Written Policies and Procedures

Contractor shall have written policies and procedures for:

- (1) Pre-employment screening/hiring standards
- (2) Orientation and training program for new employees
- (3) In-service training and education
- (4) Personnel evaluations

- (5) Work schedules/work coverage protocols
- (6) Dispatch protocols which shall include policies and procedures that conform to the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch, and Reference No. 517, Private Provider Agency Transport/Response Guidelines.
- (7) Evaluation and handling of patients in the provision of service, including policies and procedures that conform to all applicable Los Angeles County Prehospital Care Policies (e.g., Reference No. 838, Application of Patient Restraints, Reference No. 808, Base Hospital Contact and Transport, etc.)

Contractor shall maintain documentation/verification that employees have been informed of each of the above policies and all such policies and procedures shall be available for review at reasonable times by Director or designee.

4.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

4.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

CONTRACTOR

4.2 Project Manager

- 4.2.1 Contractor shall provide a full-time Project Manager and a designated alternate. County must have access to the Project Manager or designated alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager or designated alternate may be reached on a twenty-four (24) hour per day basis.
- 4.2.2 Project Manager shall act as a central point of contact with the County.
- 4.2.3 Project Manager/alternate shall have five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support transport service.
- 4.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

4.3 Personnel

- 4.3.1 Upon request of CDO, Contractor shall provide emergency medical technician (EMT), emergency medical technician-paramedic (EMT-P), respiratory care practitioner or registered nurse personnel in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual for transportation of any patient. The requirement to provide a unit or units staffed with Los Angeles County accredited paramedics, registered nurse personnel or respiratory care practitioner personnel, shall apply only if Contractor is expressly authorized by the EMS Agency to render such services.
- 4.3.2 When responding to any call under this Master Agreement, the Contractor's ambulance vehicle shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT or higher level of certification. Any person who is licensed by the State of California as a physician, registered nurse, or paramedic employed as an ambulance attendant shall not be required to have an EMT Certificate. However, a minimum of two (2) EMTs, currently certified in California (and who have successfully completed a Los Angeles County EMT Scope of Practice training program), must staff each critical care transport

vehicle in addition to at least one registered nurse and/or licensed respiratory care practitioner.

- 4.3.3 When responding to any call under this Master Agreement, the Contractor's ambulance vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current American Red Cross Community First Aid and Safety Certificate or equivalent, or higher level of certification. Personnel shall not exceed their applicable scope of practice as defined by State and local regulations and policies.
- 4.3.4 Contractor shall ensure that each EMT and/or paramedic providing services under this Master Agreement must have the following: 1) a current EMT certificate or paramedic license; 2) an American Heart Association Healthcare Provider (or equivalent) Cardiopulmonary Resuscitation (CPR) certification card; 3) a California Ambulance Driver's Certificate (ambulance drivers); 4) a California Driver License or identification card; and 5) a Medical Examiner's Certificate (DL-51) (ambulance drivers).
- 4.3.5 Contractor shall ensure that ambulance personnel providing services under this Master Agreement must have an American Red Cross Community First Aid and Safety Certificate or equivalent and, if driver's license is a Class A or Class B license, a current DL-51.
- 4.3.6 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the patient.
- 4.3.7 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 4.3.8 Contractor's registered nurse or respiratory care practitioner personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, Critical Care Transport (CCT) Provider.
- 4.3.9 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.

- 4.3.10 Dispatch Center Staffing (Ambulance Only): Contractor's dispatch center shall be staffed, 24-hours per day, seven days per week. Personnel assigned to the Dispatch Center for call-taking and/or dispatching of ambulance vehicles, shall meet the minimum personnel requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Medical direction and oversight of the Dispatch Center shall be provided by a physician as specified in Reference No. 226.
- 4.3.11 Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

4.4 Uniforms/Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

4.5 Ambulance/Ambulette Vehicles and Equipment

- 4.5.1 Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical and sanitary condition.
- 4.5.2 Contractor agrees to identify all ambulance and ambulette vehicles used under this Master Agreement with the Contractor's name clearly visible to the general public in the paint scheme and company logo approved by the EMS Agency.
- 4.5.3 Director, or designee, may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with the Master Agreement.
- 4.5.4 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for the level of service (e.g. Ambulette, BLS, ALS or CCT) being provided and approved by the EMS Agency. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.

- 4.5.5 Ambulance vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California Department of Motor Vehicles (DMV) Registration, original or copy of the vehicle's county business license or temporary authorization, original or copy of vehicle insurance identification card, copy of the most current California Highway Patrol (CHP) inspection sheet and the original CHP ambulance identification certificate. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.6 Ambulette vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California DMV Registration, original or copy of the vehicle's county business license or temporary authorization and an original or copy of the vehicle's insurance identification card. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulette vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.7 The purchase of all ambulance/ambulette vehicles and equipment to provide the needed services is the responsibility of the Contractor. Such ambulance/ambulette vehicles shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee and patients, including but not limited to, properly working heating and air conditioning for all vehicles used under the Master Agreement.

4.6 Dispatch Center/Communications Equipment (Ambulance Only)

- 4.6.1 Contractor's dispatch center shall have a mechanism in place to document time events for each request for service as outlined in Los Angeles County Prehospital Care Manual Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Use of a computer aided dispatch (CAD) system is strongly encouraged.
- 4.6.2 Contractor agrees to ensure that the dispatch center and ambulance personnel have communication capabilities allowing for immediate communications with one another at any time a vehicle is being used under this Master Agreement.

- 4.6.3 All ambulance vehicles used under this Master Agreement shall have a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate, direct communication (push to talk) with Contractor's dispatch center.
- 4.6.4 Contractor's communications between the dispatch center and ambulance crews shall be recorded for all transports performed under this Master Agreement.
- 4.6.5 Contractor is strongly encouraged to include emerging technology, such as Federal Mutual Aid Medical Channel, VMED28, mobile digital computers, etc. as part of their dispatch center in order to ensure the ability to communicate with CDO in the event of a disaster that renders telephone systems inoperable.
- 4.6.6 Should the County enter into agreements for upgraded dispatching systems or future dispatch technologies that are identified which improve dispatching capabilities, the Contractor shall agree to cooperate, participate and negotiate in good faith to perform system evaluations or pilot projects and implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County, including but not limited to, the capability of direct automatic vehicle locator dispatch of ambulances, or dispatch software applications.

4.7 Training

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to California Occupational Safety and Health Administration standards.
- 4.7.3 In addition to the provision of ambulance staffing at the customary EMT scope of practice level as specified in the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual, Reference No. 802, EMT Scope of Practice, Contractor shall further assure that all of its EMTs have successfully completed the Los Angeles County EMT Scope of Practice training given as part of the EMT's initial training or by a continuing education provider approved to give such training. A copy of the Course Completion Certificate or other documentation of this training shall be retained in the employee's file.

4.7.4 Contractor shall ensure that each of its ambulance employees is knowledgeable in managing behavioral emergencies and the safe restraint of patients when necessary during the performance of services hereunder, and will follow procedures pertaining thereto and as set forth in the Los Angeles County Prehospital Care Manual, Reference No. 838, Application of Patient Restraints and herein. Contractor may utilize the Behavioral Emergency Training program developed by the EMS Agency. If another training curriculum is utilized, it must be approved by the EMS Agency in advance. A copy of the Course Completion Certificate for this training shall be retained in the employee's file.

4.8 Contractor's Telephone Numbers and Dispatch Center

Contractor shall provide the EMS Agency with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a response to call delay of more than five (5) minutes. In addition, Contractor shall provide in writing any changes in telephone numbers of its dispatch center to the EMS Agency's Ambulance Programs Section, Attention: Ambulance Programs Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement. Any changes in hours of operation should be sent in writing to the Ambulance Programs, EMS Program Head, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

4.9 Crew Quarters

Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Master Agreement shall be maintained in a clean, sanitary, and livable condition. If Contractor's staff works 24-hour shifts, the applicable crew quarters shall also include kitchen and shower facilities that are in good working order. County staff may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

4.10 Licenses/Permits

4.10.1 Contractor must possess an Ambulance and/or Ambulette Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation, suspension, or revocation) in place nor any notice(s) of violation or notice(s) of administrative

fine(s), which were upheld, within the preceding twelve (12) consecutive months.

- 4.10.2 Contractor shall possess and maintain current business licenses and/or tax permits for each applicable incorporated city in the County in which Contractor responds for the transport of patients under this Master Agreement. All such business licenses and/or tax permits shall be available for review and copying by County staff pursuant to Paragraph 8.42, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.10.3 For each ambulance vehicle used under this Master Agreement, a CHP permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle used under this Master Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.
- 4.10.4 As a material term of this Master Agreement, Contractor shall maintain all applicable licenses, permits, and certifications in order to perform services as set forth in this Master Agreement.
- 4.10.5 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ambulance or ambulette operator's business license/permit.

4.11 Response Time Requirements

- 4.11.1 Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

Immediate Call	Within 30 minutes of CDO request (Immediately)
Urgent Call	Within 60 minutes of CDO request
Routine Call	Within 90 minutes of CDO request
Pre-Scheduled	At agreed upon time, plus or minus 15 minutes

- 4.11.2 Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time

of arrival (ETA) given by Contractor and accepted by CDO. Accepted response times shall be met at a minimum of 90% of the time. Contractors failing to comply with this requirement will be contacted by EMS Agency staff to develop a corrective action plan to address this non-compliance. Such plan must be fully implemented within fifteen (15) calendar days.

- 4.11.3 Response time is defined as the interval of time, between the time all dispatch information has been obtained by a Master Agreement provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at patient.
- 4.11.4 CDO may provide dispatch information up to twenty-four (24) hours in advance of the actual transport time which is considered a "prescheduled" transport. Contractor shall respond to prescheduled transport requests accepted for overflow ambulance transportation services at the time agreed upon, plus or minus fifteen (15) minutes.
- 4.11.5 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original ETA to the scene.
- 4.11.6 In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled. Such runs will be paid as "dry runs."
- 4.11.7 In addition, Contractor shall notify CDO when each transfer request is completed or canceled, i.e., the final disposition of such transport request.
- 4.11.8 Contractor shall respond to a minimum of twenty-five (25) calls for transport per month. If the number of responses goes below twenty-five (25) calls per month for any month, the Contractor shall report the reason to the County's Project Manager. Any dip below the minimum twenty-five (25) calls per month for three (3) months in a calendar year will require the submission of a Corrective Action Plan (CAP). If the approved CAP is not implemented within thirty (30) days, the Agreement may be subject to termination, pursuant to the provisions of Paragraph 8.46, Termination for Default, of the Master Agreement.

- 4.11.9 By the 15th of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at: overflowresponsetimereports@dhs.lacounty.gov, and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I, "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary", Attachment II, template shall also be completed and submitted electronically monthly along with the "Monthly Response Time Report" at the above e-mail address.

4.12 EMS Service Provider Quality Improvement Program

- 4.12.1 Contractor shall cooperate in all respects with EMS Agency's medical quality improvement (QI) program pursuant to the California Code of Regulations, Title 22, and all applicable EMS Agency Prehospital Care policies for ambulance providers and permit access by Director's quality improvement representatives to Contractor's patient care records and other patient care related documentation (e.g. dispatch records, incident reports, etc.).
- 4.12.2 Contractor shall establish a quality improvement program to include: 1) a QI plan which has been submitted to the EMS Agency and approved. The QI plan shall be reviewed annually by Contractor to ensure that it continues to reflect Contractor's current organizational processes. If updates are required, the revised QI Plan shall be submitted to the EMS Agency or if there are no updates, a signed and dated QI Plan cover sheet shall be submitted to the EMS Agency during the annual program review; 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to the applicable scope of practice for the patient transports performed by Contractor's personnel, analysis of data (including any corrective actions taken, such as classes, meetings, bulletins, etc.); and 3) documented organizational QI meetings to ensure compliance with Master Agreement requirements and adherence to medical and dispatch protocols and performance standards as established by the EMS Agency.

4.13 Procedural Guidelines for Patient Transportation

- 4.13.1 Calls for patient transportation shall be assigned to one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one company may be called to ensure an acceptable response time.
- 4.13.2 CDO shall specify the level of staffing and any special needs (e.g. vehicle that allows for securing of a neonatal isolette, female attendant, etc.) required in its request to Contractor, whether an ambulette, BLS, ALS, or CCT staffed ambulance, and whether a registered nurse and/or respiratory care practitioner team is required for a CCT transport. CDO will only request ALS or CCT level staffing from contractors who provide such service(s) on a 24-hours per day, seven (7) days per week basis. If an ambulette or van is requested, Contractor shall be reimbursed at the ambulette rate regardless of the type of vehicle dispatched by Contractor, including an ambulance.
- 4.13.3 During the initial call, CDO shall inform the Contractor transportation dispatcher of response time requirements (e.g., Code 3/Emergent, Code 2/Non-emergent, Prescheduled), exactly where Contractor personnel are to pick-up patient, and whether a female attendant is required. Such female attendant must be an EMT assigned to the responding ambulance and additional charges are not applicable.
- 4.13.4 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor dispatcher or other pre-established means. Failure to contact CDO may result in non-payment for the transport.
- 4.13.5 Contractor personnel shall contact and request approval from CDO for waiting times exceeding the first thirty (30) minutes. Waiting time is only applicable when the transporting EMTs are with the patient or in an area proximal to the patient, at the pick-up and/or destination point. Waiting time will only be paid if CDO directs the Contractor personnel to continue to wait for the patient. Wait time charges will not be approved after the fact.
- 4.13.6 County staff must always be present with the patient when Contractor personnel arrive at the patient's bedside for transport from a County-operated health facility.
- 4.13.7 Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If this occurs and the decision is made not to transport the patient,

Contractor shall notify CDO. Contractor will be reimbursed at the dry run rate.

- 4.13.8 Contractor personnel shall be in compliance with the EMS Agency Prehospital Care Manual, Reference No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

- (a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of patients with behavioral emergencies and the safe restraint of patients when necessary, and a copy of that acknowledgment shall be retained in the employee's file;
- (b) County staff is responsible for the management of the patient at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:
 - (1) If applicable, the patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and
 - (2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

- 4.13.9 Contractor personnel shall not be required to transport a second patient.

- 4.13.10 County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.

- 4.13.11 At the time of dispatch, CDO staff are responsible for communicating all readily available information to Contractor personnel, which may include:

- (a) Patient's name with pickup site and destination address;
- (b) Presenting problem;
- (c) Potential for unpredictable behavior and dangerousness;

- (d) Current substance abuse, known contagious or infectious diseases; and other medical problems;
- (e) Whether medication has been administered and all applicable precautions.

4.13.12 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if in restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).

4.13.13 Contractor personnel are not required to leave or "trade" their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport, Contractor shall assure that they are returned to the County facility as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.

4.13.14 After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patient may not be accepted before the evaluation. (Applicable waiting times, when approved by CDO, shall be applied in the latter circumstance.)

4.13.15 In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor dispatcher who shall contact CDO for instructions.

4.13.16 The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five Dollars (\$25) cash or more than twenty (20) lbs. or one (1) bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than Twenty-Five Dollars (\$25). The County's CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five Dollars (\$25) cash, twenty (20) lbs. or one (1) bag of patient's personal property.

- 4.13.17 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO, and shall not make any intermediate stops en route (e.g., the patient's home). If for any reason the patient is released by Contractor personnel or elopes before the destination is reached, CDO must be immediately notified. If the patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital consistent with applicable Los Angeles County Prehospital Care Manual. The CDO shall be notified whenever the transport unit is diverted. If the transport is ALS staffed, the appropriate base hospital shall also be notified.
- 4.13.18 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 4.13.19 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's companion, relative or guardian, and the patient refuses to be transported without such companion, parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable dry run rate.
- 4.13.20 When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility shall request CDO to provide a female attendant. The female attendant must be one of the transporting personnel certified at the EMT level, at minimum. Contractor shall endeavor to provide a female attendant upon request of CDO and there are no additional charges that apply for the provision of such female attendant. If Contractor is unable to provide a female attendant, other companies may be called to determine the availability of a female attendant.
- 4.13.21 Contractor may bill for patient care related charges, if utilized during transport, without prior approval from CDO as follows:
- (a) Oxygen administration during BLS level transports.

(b) Code 3 upgrades during transport due to patient deterioration.

4.13.22 Dry run charges are only applicable if the responding ambulance or ambulette arrives at the patient pick-up location; they are not applicable if the call is cancelled en route.

TRANSPORTATION OVERFLOW AGREEMENTRATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE
TRANSPORTATION

County will pay Contractor at the following rates for transportation overflow services requested and authorized by Central Dispatch Office (CDO).

NOTE: Rates set forth in this Exhibit B-4 begin to apply after Contractor's unit arrives at the site of pickup except with respect to "wait and return" services expressly authorized hereunder.

A. AMBULANCE TRANSPORTATION RATES:

County will pay Contractor for these ambulance transportation services at the following rates:

<u>Service</u>	<u>Rate</u>
Basic Life Support (BLS) Base Rate - First patient	\$200.00
Advanced Life Support (ALS) Base Rate - First patient (Two Paramedics on Board unless Provider is approved by the EMS Agency to provide ALS service with one paramedic and one EMT)	\$303.00
NOTE: Bonus applied if ALS ambulance arrives on scene within 60 minutes of CDO request	\$125.00
Critical Care Transports (CCT) CCT Registered Nurse (RN) Base Rate - First patient	\$675.00
CCT Respiratory Care Practitioner (RCP) Base Rate - First patient	\$675.00
CCT RN & RCP Base Rate - First patient	\$895.00
NOTE: Bonus applied if CCT ambulance arrives on scene within 60 minutes of CDO request	\$125.00

The registered nurse rate and/or respiratory care practitioner rate is paid on an hourly basis if the CCT transport exceeds three-hours. This rate applies only when Contractor supplies the registered nurse and/or respiratory care practitioner. County will compensate providers of CCT level transports at the base rate for the registered nurse and/or respiratory care practitioner, for mileage, and the additional time the nurse or respiratory care practitioner is on board the ambulance after the initial three hours.

Following services are per hour (or fraction thereof after the first three hours):

RN – Staffed (Nurse Staffed) Ambulance (non-County staff) per hour, One RN maximum	\$114.00
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RCP – Staffed Ambulance (non-County staff) per hour, One RCP maximum	\$114.00
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In addition to the applicable BLS, ALS or CCT base rate, the following are allowable services that may be charged as applicable to the specific transport:

<u>Service</u>	<u>Rate</u>
Second and each additional patient	\$ 45.00
Mileage Per Mile (One-Way, Patient on Board)	\$ 6.00
Oxygen	\$ 31.00
Transport of Neonatal Intensive Care Isolette	\$190.00
Waiting Time per 30 Minutes (For each 30 minute period or fraction thereof, after the first 60 minutes of waiting time have elapsed)	\$100.00

The total charges shall be the sum of the appropriate base rate (BLS, ALS, CCT with RN, RCP or RN and RCP), mileage rate applied to the distance actually traveled with the patient onboard, the time rate applied to CDO authorized waiting time, plus any other special charges, which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

B. MODIFICATION OF AMBULANCE RATES:

Any modification of rates in regards to the Cost of Living Adjustment will be made in accordance with the Master Agreement Paragraph 5.0 MASTER AGREEMENT SUM, sub-paragraph 5.5.

C. AMBULETTE TRANSPORTATION RATES:

County shall pay Contractor for these ambulette transportation services at the following rates throughout the term of this Agreement:

<u>Service</u>	<u>Rate</u>
First Patient	\$41.75
Two-Three Patients, Each Patient	\$19.00
Four Patients or More, Each Patient	\$14.00
Mileage Per Mile (One-Way, Patient on Board)	\$3.50
Waiting Time Over 15 Minutes (for each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed)	\$8.00

The total charges shall be the sum of the appropriate number of patient(s) rate, mileage rate applied to the distance actually traveled with the patient(s) onboard, and the time rate applied to CDO authorized waiting time. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

D. DRY RUN RATES:

1. Ambulance:

The dry run rate for ambulance shall be computed by using the appropriate base rate(s) (BLS, ALS, CCT), and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulance(s) arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the sending County facility or if the patient refuses transport.

2. Ambulette:

The dry run rate for ambulette is computed by using the appropriate number of patient(s) rate included in Paragraph D of this Exhibit B-1, and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulette(s), arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the requesting County facility or if the patient refuses transport.

E. AMBULANCE/AMBULETTE WAITING TIME RATE:

The waiting time rate is based on the appropriate rates defined in Paragraphs A of this Exhibit B-1, and shall be applicable at the point of patient pickup as well as at the destination point, to the exclusion of the first 60 minutes at both ends of the run. This rate shall apply only if the Contractor's personnel contacts and informs CDO of waiting times exceeding the first 60 minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait at the sending or receiving facilities.

F. AMBULANCE/AMBULETTE WAIT AND RETURN RATE:

A "wait and return" typically involves outpatient treatment at a facility outside of the County system in which the ambulance/ambulette waits for the patient. The wait and return rate shall be applicable when requested and authorized by CDO and shall include: the applicable ambulance or ambulette mileage rate (to and from the wait and return destination) and the rate applied to waiting time (the authorized period of time from arrival at site through departure from site to the exclusion of the first 60 minutes). In addition, County shall compensate Contractor as follows:

Ambulances: The base rates (BLS, ALS, CCT), and oxygen, if applicable, are billable only once for the entire round trip. Mileage shall be paid for the round trip.

Ambulettes: The ambulette "first patient rate," is billable only once for the entire round trip. Mileage shall be paid for the round trip. Note: Oxygen is not applicable for ambulettes.

G. CONTRACTOR PERFORMANCE DURING INCIDENTS OF CIVIL UNREST, MULTIPLE CASUALTY INCIDENTS, OR DISASTERS:

County will pay Contractor at rates established in this Exhibit B-1 only for those services requested and/or authorized by CDO including incidents of civil unrest, multiple casualty incidents, or disaster. The billing address for these CDO requested ambulance/ambulette services is as follows:

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, California 90670
Attention: Ambulance Billing Coordinator

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY PROJECT DIRECTOR:

Name: John Telmos

Title: Chief, Prehospital Programs

Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670

Telephone: (562) 347-1677

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COUNTY PROJECT MANAGER:

Name: Christopher Rossetti

Title: Head, Ambulance Programs

Address: 10100 Pioneer Blvd., Suite 200
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COUNTY CONTRACT PROJECT MONITOR:

Name: Christopher Rossetti

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