

**EXCLUSIVE OPERATING AREA 10 FOR
AMBULANCE TRANSPORT**

**Letter Dated January 29, 2015 from
ICEMA Providing Existing MOU and
Clarifying Request for Condition**

Attachment 4d



Inland Counties Emergency Medical Agency

Serving San Bernardino, Inyo, and Mono Counties

Tom Lynch, EMS Administrator

Reza Vaezazizi, MD, Medical Director

January 29, 2015

Kathleen Rollings-McDonald, Executive Officer
Local Agency Formation Commission
215 North "D" Street, Suite 204
San Bernardino, CA 92415-0490

RECEIVED
FEB 02 2015

LAFCO
San Bernardino County

RE: REQUESTED DOCUMENTS FOR LAFCO 3185 SPHERE OF INFLUENCE EXPANSION AND LAFCO 3186 REORGANIZATION - DISSOLUTION OF THE CREST FOREST FIRE PROTECTION DISTRICT

Dear Ms. Rollings-McDonald:

Enclosed is a copy of the existing Memorandum of Understanding (MOU) between ICEMA and Crest Forest Fire Protection District (CFFPD) for Exclusive Operating Area (EOA) 10 for ambulance services. This MOU is also representative of, and may be used as a "sample" of an MOU that would be required between ICEMA and San Bernardino County Fire District to ensure exclusivity is retained.

There is currently no CFFPD MOU in place for EOA 11. At the time, MOUs were not customary for Basic Life Support (BLS) services. Based on recent guidance from the California Emergency Medical Services Authority, BLS exclusivity should be memorialized through a MOU or contract.

In addition to the above enclosed document, it is important to provide clarity regarding specific topics discussed during the January 15, 2015, LAFCO meeting held in the Joshua Room of the San Bernardino Government Center.

1. California Health and Safety Code, Section 1797.201 (also known as "201"), does not pertain in this instance. CFFPD is not recognized as a "201 provider" by ICEMA or, within San Bernardino County's Emergency Medical Services (EMS) Plan.
2. According to the EMS Plan, CFFPD has exclusive rights to Exclusive Operating Areas (EOAs) 10 and 11 under California Health and Safety Code, Sections 1797.224 and 1797.226.
3. The CFFPD MOU contains:
 - a. Section IV - Scope of Service, subsection (F) Indigent Transport Services:
"...In the event PROVIDER shall terminate its contract with the County, such termination shall be considered a major breach of this MOU..."

- b. Section XX - Major Breach and Emergency Takeover Provisions, subsection (A)(8): "PROVIDER terminates its contract with the county for provision of indigent transport services".
- c. Section XVIII - General Provisions, subsection (B)(1) - Transition Provisions: ... "In the event this MOU is terminated, PROVIDER may be required to continue to provide services during the transition period, and shall assist both ICEMA and the successor service provider in effecting a safe and orderly transition".
- d. Section XXXI - Non-transferable MOU, subsection (A) and (B):

(A) Consent of ICEMA - "This MOU shall not be assigned or transferred, nor shall the duties hereunder be delegated without the express written permission of ICEMA. Any change of more than 50% of the ownership of PROVIDER shall be deemed to be an assignment of the MOU, provided however, that ICEMA shall not unreasonably withhold its approval of such change of ownership."

(B) Application of Health & Safety Code - "The consent of ICEMA to any assignment of this MOU is independent of and will have no effect on the rights of PROVIDER and/or its assignee under sections 1797.224 and 1797.226 of the California Health and Safety Code".

It remains ICEMA's goal to conserve CFFPD's 1797.224 and 1797.226 EOA rights under a new agreement with San Bernardino County Fire District; however, the County Fire District's lack of cooperation has placed this "exclusiveness" in jeopardy. At issue, is the California Emergency Medical Services Authority's anticipated response to dissolution of an existing EOA provider disfavoring a successor entity self-appointing "rights" to exclusivity. San Bernardino County Fire District's stated its unwillingness to enter into a MOU potentially derails the ultimate goal, which is to maintain the existing exclusivity, by breaking continuity of service of an ICEMA-recognized provider.

If you have any questions, please contact George Stone, Program Coordinator, at (909) 388-5807 or via e-mail at George.Stone@cao.sbcounty.gov.

Sincerely,



Tom Lynch
EMS Administrator

TL/GS/jlm

Enclosure

c: File Copy

**BOARD OF SUPERVISORS
MEMORANDA OF UNDERSTANDING WITH PUBLIC PROVIDERS FOR
AMBULANCE SERVICES
OCTOBER 17, 2006
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- Public ambulance providers include fire departments, hospital based services, and 501(c) (3) agencies.
- Wilderness/rural areas are areas that have the majority of the geographic operating area determined rural or wilderness according to 2000 census.
- Underserved areas are operating areas that generate less than 500 9-1-1 emergency medical service responses per year, based on previous fiscal year data.

If approved by the Board, the three MOUs contain language that will amend the Board action taken on April 29, 2003, relating to financial penalties. Extended negotiations between the three providers and ICEMA have resulted in an MOU that includes pro rata share of Performance Based Ambulance Contract program annual maintenance fees but does not impose financial penalties. The small number of 9-1-1 responses, coupled with the automatic exemptions allowed in these difficult areas, led ICEMA to conclude that imposing financial penalties is unnecessary at this time.

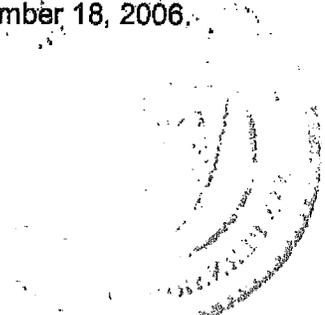
Negotiations have resulted in the attached MOUs with Crest Forest Fire Protection District, Running Springs Fire Department, and Big Bear City Community Services District (DBA Bear Valley Fire and Paramedic Services).

These three operating areas (10, 19 and 20) have been designated by ICEMA as Wilderness/Rural areas based upon the above definition, and special consideration has been given in the following areas consistent with the directive given by the Board on April 29, 2003:

- Automatic exemptions are given for incimate conditions, reported delayed response times from the CAD system which do not correlate with provider data due to radio communication system failure, the need to initiate mutual aid within the operating area, having to respond from outside of the operating area due to patient transport, and other 9-1-1 emergency commitments.
- Evergreen clause inserted to provide for continuation of agreement provided that an unresolved major breach has not been committed.

Negotiations continue with Morongo Basin Ambulance, a 501 (c) (3) agency (Exclusive Operating Areas 14 and 15). ICEMA will return to the Board at a later date seeking approval of an MOU with Morongo Basin Ambulance.

REVIEW BY OTHERS: This item has been reviewed by County Counsel (Charles Larkin, Deputy County Counsel, 387-5431) on August 30, 2006. This item has also been reviewed by the County Administrative Office (Antoinette Hanson, Administrative Analyst, 387-4777) on September 18, 2006.



**BOARD OF SUPERVISORS
MEMORANDA OF UNDERSTANDING WITH PUBLIC PROVIDERS FOR
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FINANCIAL IMPACT: Approval of the MOUs will result in no local cost to the County. A pro rata management/monitoring fee will be collected annually to cover a portion of ICEMA's costs related to monitoring and enforcing the provisions of these agreements. Appropriation and revenue in the amount of \$11,208 are included in the Department of Public Health's Fiscal Year 2006-07 budget.

SUPERVISORIAL DISTRICT(S): All

PRESENTER: Virginia Hastings, Executive Director, ICEMA, 388-5230



County of San Bernardino

F A S

CONTRACT TRANSMITTAL

FOR COUNTY USE ONLY

<input type="checkbox"/> New	Vendor Code		<input type="checkbox"/> Change	SC	Dept.	A	Contract Number		
<input type="checkbox"/> Cancel							06-1049		
County Department				Dept.	Orgn.	Contractor's License No.			
ICEMA/Public Health				PHL	PHL				
County Department Contract Representative					Telephone		Total Contract Amount		
Virginia Hastings					388-5823				
Contract Type									
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: MOU									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
		8/22/06		12/31/13					
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
AAA	PHL	2800							
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
MOU for ambulance services									

CONTRACTOR Crest Forest Fire Protection District

Federal ID No. or Social Security No. _____

Contractor's Representative Mike Sherman, Chief

Address P.O. Box 3220, Crestline, CA 92325

Phone 338-3311

Nature of Contract: (Briefly describe the general terms of the contract)

This is a MOU for ambulance services with Crest Forest Fire Protection District.

State Contract Number EMS-4041

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
Charles Larkin, County Counsel	Janice Lindsay, PH/Contracts	Eric Frydman, Interim PH Director
Date <u>8/30/06</u>	Date <u>8/03/2006</u>	Date <u>10-6-06</u>

THIS IS A CONTRACT TRANSMITTAL

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
MEMORANDUM OF UNDERSTANDING
FOR AMBULANCE SERVICES
IN SAN BERNARDINO COUNTY**

**EXCLUSIVE OPERATING AREA (EOA) 10
CREST FOREST FIRE PROTECTION DISTRICT**

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**INLAND COUNTIES EMERGENCY MEDICAL AGENCY
MEMORANDUM OF UNDERSTANDING
FOR AMBULANCE SERVICES
IN SAN BERNARDINO COUNTY**

**EXCLUSIVE OPERATING AREA (EOA) 10
CREST FOREST FIRE PROTECTION DISTRICT**

THIS Memorandum of Understanding herein referred to as "MOU", is made and entered into by and between the INLAND COUNTIES EMERGENCY MEDICAL AGENCY, (hereinafter referred to as "ICEMA"), as the local Emergency Medical Services Agency for the County of San Bernardino and Crest Forest Fire Protection District, (hereinafter referred to as "PROVIDER"); **WITNESSETH:**

WHEREAS, ICEMA is authorized by law to develop an emergency medical services system pursuant to the Emergency Medical Services and Pre-hospital Care Personnel Act (Health and Safety Code sections 1797 et seq.), hereinafter, "the EMS Act"; and

WHEREAS, PROVIDER provides said Basic and Advanced Life Support emergency ambulance services pursuant to the EMS Act in the area referred to herein as Exclusive Operating Area (EOA) 10 as presented in Attachment 1 (Exclusive Operating Area Map) and which is incorporated herein as if fully set forth; and

WHEREAS, PROVIDER is willing to provide said services according to the terms and conditions herein stated; and

WHEREAS, the parties hereto recognize and agree that the creation and assignment of the EOA, as presented, in Attachment 1 (Exclusive Operating Area Map) under this MOU shall not exclude providers of special events or industrial ambulance permits from operating within the boundaries of said EOA.

WHEREAS, the parties hereto will utilize their best efforts to promote a good working relationship with first responder agencies and law enforcement agencies; and

WHEREAS, the parties hereto agree that nothing in this MOU shall in any way restrict PROVIDER from maintaining or entering into partnerships or other cooperative agreements, approved by ICEMA, with public safety agencies for the purposes of augmenting or improving services contemplated by this MOU.

WHEREAS, the parties hereto acknowledge and agree that agreement to this MOU constitutes notice, in accordance with Section V (G) of the San Bernardino County EOA Plan,

that the EOA being served under this MOU shall lose its non-competitive status, if applicable, at expiration or termination of this MOU, unless otherwise provided by law.

NOW, THEREFORE, the parties hereto agree as follows:

I. **DEFINITIONS**

For the purpose of this MOU, the following terms, phrases, words and the derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words used in the plural include the singular and words used in the singular include the plural. The words "include", "including", or other similar words of inclusion shall mean without limitation or restriction.

- A. **"Advanced Life Support" or "ALS"** means special services designed to provide definitive pre-hospital emergency medical care as defined in California Health and Safety Code section 1797.52.
- B. **"ALS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped to provide advanced life support and transport capabilities in compliance with ICEMA protocols/policies, authorized by ICEMA, and permitted by the County of San Bernardino.
- C. **"Ambulance" or "Ambulance Unit"** means any vehicle specially constructed, modified and/or equipped, and licensed by the California Highway Patrol, if required, pursuant to Title 13 CCR 1100 2(a), and used for the sole purpose of response readiness and transporting sick, injured, convalescent, infirmed or otherwise incapacitated person(s).
- D. **"Basic Life Support" or "BLS"** means special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code section 1797.60.
- E. **"BLS Ambulance"** means an emergency ambulance, as that term is defined herein, staffed and equipped, at a minimum, to provide basic life support and transport capabilities in compliance with ICEMA protocols/policies and permitted by the County of San Bernardino.
- F. **"Cancelled call"** means a 9-1-1 call, which has been canceled prior to arrival of an emergency ambulance at the scene.
- G. **"Critical Care Transport" or "CCT"** means the provision of specialized ambulance services in accordance with current ICEMA policy relating to critical care transport requirements.

- H. **"Emergency Ambulance"** means an ambulance, which is staffed and equipped to provide EMS levels at BLS or higher at the scene of an emergency or during inter-facility transfers.
- I. **"Exclusive Operating Area" or "EOA"** means a specific geographic area of the County of San Bernardino designated as authorized by the Health and Safety Code, sections 1797.6, 1797.85, 1797.185, 1797.224 and 1797.226.
- J. **"First Responder Agency"** means a public safety agency that provides, at a minimum, basic life support at the scene of an emergency.
- K. **"Fiscal Year"** means the annual time period beginning on July 1 and ending on June 30.
- L. **"Force Majeure"** means flood, earthquake, storm, fire, lightning, explosion, epidemic, war, national emergency, civil disturbance, sabotage, restraint by any governmental authority not due to violation by the party claiming force majeure of a statute, ordinance or regulation, or other similar circumstances beyond the control of such party, the consequences of which in each case, by exercise of the due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it would not have been able to overcome.
- M. **"Fractile Response Time"** means a method of measuring response times in which all applicable response times are stacked in ascending length. The total number of calls generating response within a given response time standard (for example, 9 minutes, 59 seconds) is calculated as a percent of the total number of calls.
- N. **"ICEMA Administration Cost"** means the annual expenses incurred by ICEMA to monitor and enforce the provisions of this MOU within the County of San Bernardino during the Fiscal Year, including, without limitation, all identifiable direct charges, an allocated share of common charges (e.g., office supplies) and indirect overhead. The budgeted ICEMA Administration Cost for Fiscal Year 2006-2007 amounts to \$437,920 as shown by Attachment 10 attached hereto and incorporated herein by this reference.
- O. **"Management Fee"** means PROVIDER's Pro Rata Share of the ICEMA Administration Cost calculated in the proportion that PROVIDER's number of 9-1-1 transports bears to the total of all 9-1-1 transports within the County of San Bernardino (including County Fire) during the previous Fiscal Year, as illustrated in Attachment 11.

- P. **"Minor Breach"** means failure to fulfill any of the terms and conditions of this MOU that do not amount to a MAJOR BREACH of the MOU, as delineated in Section XX (A).
- Q. **"Mutual Aid"** means a request, originating outside of PROVIDER's EOA to provide services outside of the EOA, or a request initiated by the PROVIDER for emergency ambulance at the scene within the EOA. The request could be initiated through dispatch centers, public safety enforcement agencies, ICEMA or the San Bernardino County Health Officer.
- R. **"Provide, Operate, or Furnish"** means with regard to PROVIDER's responsibilities set forth in this MOU, the terms **"provide"**, **"operate"** or **"furnish"** means to perform, make available or utilize either directly through PROVIDER's personnel and resources or through sub-contracts or other agreements, which have been approved by ICEMA, the services, personnel, materials or supplies required herein.
- S. **"Preventable Mechanical Failure"** means failure of equipment and/or vehicles to operate properly due to lack of proper maintenance.
- T. **"PSAP"** is defined as Public Service Answering Point. The primary PSAP is the designated agency at which the 9-1-1 call is first received. The secondary PSAP is the designated agency to which the 9-1-1 call is directed for dispatching of appropriate resources.
- U. **"Special Event Services"** is defined as any situation where a previously announced event places a group or gathering of people in a general locale sufficient in number, or subject to activity that creates the need to have one or more ambulances at the site.
- V. **"Supervisor Support Vehicle"** means a response vehicle for the purpose of providing support services in the field.
- W. **"Units"** are defined as ambulances and/or response vehicles.
- X. **"Cycle"** is defined as the time period sufficient to enable ICEMA to calculate a statistically valid estimate of response time compliance pursuant to the method set forth in Section X(B).

II. GENERAL RESPONSIBILITIES AND DUTIES OF PROVIDER

- A. **Personnel, Equipment and Materials Required** - PROVIDER shall provide the personnel, equipment and materials necessary to provide advanced life support

and other services as described herein to persons in need thereof within their designated EOA. PROVIDER's obligations are set forth in detail in the provisions of this MOU.

- B. **In-Service Training Required** - PROVIDER shall provide or contract for employee in-service training. Such in-service program shall include training on ICEMA policies and procedures, location of all hospital facilities, level of service of first responder agencies within the EOA, field care audits, grief support training, peer support, critical incident stress management, driver training, multi-casualty/disaster training, and Incident Command System training.
- C. **EMS System Interaction** - PROVIDER, when requested, shall participate regularly in all aspects of development of the local EMS system including, but not limited to:
 - 1. "Treat and release" and "alternate destination" programs as established by ICEMA.
 - 2. Expanded scope of practice treatment and equipment programs.
 - 3. First Responder, EMT-I, Paramedic, MICN, Base Hospital physician and provider dispatcher education and training, and ride-along programs.
 - 4. Disaster exercises and drills.
 - 5. Continuing education programs.
- D. **Equipment Maintenance** - PROVIDER shall provide or contract for equipment maintenance.
- E. **Response Standards** - PROVIDER shall be subject to any and all response time standards, which may be adopted by ICEMA with input from transporting agencies.
- F. **Mutual Aid Agreements** - PROVIDER shall develop, implement and maintain mutually beneficial support agreements with ICEMA approved emergency ambulance providers within one (1) year of the effective date of this MOU. These agreements are subject to approval by ICEMA. If PROVIDER is unable to develop and implement mutual aid agreements, PROVIDER shall notify ICEMA in writing outlining reason(s) for inability to comply with this requirement. ICEMA shall assist in development and implementation of mutual aid agreements if requested.
- G. **Quality Improvement or "QI"** - PROVIDER shall participate actively in and comply with the ICEMA QI audit process, 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.

- H. **Permits and Certifications** - PROVIDER shall maintain all appropriate and required state and county permits.
- I. **Implementation of ICEMA Policies** - PROVIDER shall cause ICEMA policies to be properly implemented in the field. Where questions related to clinical performance are concerned, PROVIDER shall satisfy ICEMA's requirements, PROVIDER shall ensure that knowledge gained during the medical audit process is routinely translated into improved field performance by way of in-service training, amendments to the employee handbook, newsletters, new employee orientation, etc. PROVIDER shall also respond to all quality improvement and incident reports in accordance with established ICEMA policies.
- J. **Expanded Scope Programs** - PROVIDER may assist ICEMA in evaluating and implementing expanded scope programs for Paramedics, EMT-Is and first responder personnel.
- K. **Paramedic Preceptors** - In coordination with the approved training institutions, providers are encouraged to provide paramedic preceptors for prehospital training programs.
- L. **Financial Implications of Operations** - PROVIDER shall advise ICEMA concerning financial implications of operational changes under consideration affecting level of EMS services.
- M. **Reports to ICEMA** - PROVIDER shall provide data, reports and records to ICEMA as set forth herein.

III. MEDICAL CONTROL

- A. **Medical Control Authority** - PROVIDER acknowledges that the ICEMA Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of emergency ambulance services are maintained within the ICEMA region; and that the Medical Director has the authority for establishing the required drug inventories and medical protocols and

that PROVIDER, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols and applicable county ordinances and state laws.

- B. **Adherence to Medical Control Standards** - ICEMA has an established system of medical control through the ICEMA Medical Director. The PROVIDER shall adhere to the standards of medical control established by ICEMA.
- C. **Compliance with Laws and Policies** - PROVIDER shall comply with the all ICEMA policies and protocols and applicable local County ordinances.

IV. SCOPE OF SERVICE

- A. **Emergency Ambulance Services** - PROVIDER shall provide sufficient resources, which may include mutual aid resources from outside of the EOA, to ensure adequate availability and response to all requests originating within their service area for emergency ambulance response on a continuous twenty-four (24) hour per day basis.
- B. **Critical Care Transport Services** - PROVIDER may provide CCT service within the EOA for those calls requiring such services upon approval by ICEMA. Specialized CCT services, such as high-risk pregnancy, neonate, etc, may be authorized to operate in expanded geographic areas based on need and necessity.
- C. **EMS Aircraft** - PROVIDER does not have the right to provide air ambulance or air rescue services by virtue of this MOU.
- D. **Standby Special Event Services** - PROVIDER agrees to comply with all ICEMA policies/protocols regarding the provision of EMS service during special events. ICEMA expressly states that special events services are not subject to the EOA.
- E. **Specialized Emergency Medical Care Services** - PROVIDER may provide specialized emergency medical care services upon approval of ICEMA.
- F. **Indigent Transport Services** - PROVIDER shall provide emergency ambulance services to indigent patients pursuant to its contract with the County of San Bernardino for such services. In the event PROVIDER shall terminate its contract with the County, such termination shall be considered a MAJOR BREACH of this MOU. However, if the County shall terminate the contract, PROVIDER shall not be required to continue to provide such services under this MOU.

V. FIRST RESPONDER COORDINATION

- A. **Re-supply** - PROVIDER shall re-supply first responder units at no cost to the first responder agencies with disposable medical supplies utilized in direct patient care where patient is transported by PROVIDER, if applicable.
- B. **Stand-by Requests** - PROVIDER shall provide, if it does not jeopardize emergency ambulance service to the operating area, a non-dedicated unit to hazardous material incidents, fire, and law enforcement standbys upon request by any public safety agency or dispatch center within their EOA, excluding special event services. A non-dedicated unit may respond to a 9-1-1 call when on stand-by.
- C. **Contact Number** - PROVIDER shall provide a contact and a telephone number to be made available to all public safety EMS agencies within PROVIDER's EOA. This number will be used for inquiries regarding lost equipment used in connection with a patient transported by PROVIDER.
- D. **Continuing Education Programs** - PROVIDER's internal continuing education programs authorized by the State in which PROVIDER issues a continuing education course number shall be made reasonably available to interested first responder personnel.

VI. PROVIDER DISPATCH SERVICES

- A. **Compliance with ICEMA Policies** - PROVIDER shall provide all dispatching of ambulance units in accordance with ICEMA policies and procedures.
- B. **CAD Requirements** - PROVIDER shall maintain a computer aided dispatch (CAD) system that includes the necessary hardware and software to provide EMS provider dispatch services.

VII. SERVICE AREA AND RESPONSE ZONES

- A. **Service Area Defined** - A map of the EOA is set forth in Attachment 1 (Exclusive Operating Area Map).
- B. **Resource Requirements** - PROVIDER shall locate an appropriate number and type of resources throughout the EOA in order to meet the performance standards as set forth herein.
- C. **Response Zones** - Population density based "response zones" (urban, suburban, rural and wilderness) and sub-response zones as established within

each EOA or service area are depicted in Attachment 2 (Response and Sub-response zones).

VIII. PERSONNEL

- A. **Personnel Required** - PROVIDER shall provide the personnel necessary to provide emergency ambulance services and other support services as described herein within the PROVIDER's EOA in compliance with ICEMA protocols, policies and applicable county ordinances and state laws.
- B. **Certification and Licensure of Personnel** - PROVIDER shall ensure that all PROVIDER's employees functioning as emergency medical technicians and paramedics are appropriately certified, accredited and licensed by both the State EMS Authority and ICEMA.
- C. **Records** - PROVIDER shall maintain, and make available to ICEMA upon request, records and data pertaining to the certifications, licenses, and other applicable credentials of its employees and subcontracted personnel used to provide services under this MOU.
- D. **EMS Incidents Forms** - PROVIDER shall furnish to all employees approved ICEMA Incident Report Forms (either hard copy or electronically) and shall require employees to utilize such forms, and shall furnish a copy of such completed form to ICEMA in accordance with ICEMA policies.

IX. RIGHTS AND RESPONSIBILITIES OF FIELD PERSONNEL

- A. **Certification, Licensure, Accreditation** - Field personnel are certified, licensed and accredited pursuant to the Health and Safety Code, section 1797 et seq. A linkage exists between field personnel and the system's physician leadership and medical control. Where issues involving questions of patient care are concerned, each of the certified personnel working in the system has not only a right, but also a legal obligation, to work under the direction of the EMS system's physician leadership on issues related to patient care.

X. RESPONSE TIME STANDARDS

- A. **Performance Requirements** - The overall response time performance requirement for services under this MOU 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 (Response Zones and Sub-response Zones).

- B. **Response Time Performance Calculation** - Response times are measured and calculated on a fractile basis using CAD data, where available, in conformity with Attachment 3 (Response Time Measurement and Methods), Attachment 4 (Response Time Terminology) and Attachment 5 (Measuring Response Time Standard Compliance) and Attachment 6 (Measuring EOA Compliance) on a monthly basis for each overall EOA incorporating all response zones. Canceled calls will be included in determining compliance. For an EOA in which, after excluding runs with approved exemptions, multi-patient runs, and multi-unit runs, less than 1,600 annual runs occur, the calculation of EOA response time compliance for the purpose of determining major breach of contract (Section XX A(2)(3)) will be deferred until the combined number of runs for a given month and subsequent months is greater than or equal to the number of runs necessary for a statistically valid estimate of the percentage of compliant runs. The number of runs necessary for a statistically valid estimate (cycle) will be based on the number of annual runs in the previous calendar year (Attachment 8).
- C. **Exemptions** - If PROVIDER thinks 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 concurs that the circumstances are reasonable to allow such exemption, ICEMA may allow such exemptions in calculating overall response time performance. Preventable equipment failure, and/or provider dispatcher error, shall not furnish grounds for release from response time standards. Additional information regarding exemptions and automatic exemptions may be found in Section XIV (H).
- D. **Reporting Requirements** - PROVIDER shall provide to ICEMA, on a monthly basis, each instance wherein a call resulted in a response time in excess of the maximum response time as depicted in Attachment 3. This report shall include, at a minimum, the location, date, and time of said occurrence(s). PROVIDER will participate in quality improvement efforts relating to these instances.

- E. **Performance Committee** - PROVIDER shall establish and maintain a Performance Committee comprised of representatives of PROVIDER's management and field personnel and ICEMA staff, governing boards and/or City Managers or their designated representative (within the EOA covered by this MOU) and representative of the County supervisorial district(s) (within the EOA covered by this MOU) which shall meet on a regular basis to review response compliance performance.

XI. **DISASTER, MULTI-CASUALTY AND INSTANT AID RESPONSE**

- A. **Mutual Aid Response** - To the extent that PROVIDER may have resources available, PROVIDER shall respond to requests from neighboring jurisdictions and ambulance providers for mutual aid that require a Code 3 (lights and siren) response.
- B. **Declared State-of-Emergency** - During a declared state-of-emergency, locally or in a neighboring jurisdiction, the normal course of business may be interrupted from the moment the state-of-emergency is made known to PROVIDER by ICEMA. PROVIDER shall then, as provided for in approved disaster plans and protocols, commit such resources as are reasonably necessary and appropriate, given the nature of the disaster. During such periods, PROVIDER shall be exempted from response time performance requirements, including late run deductions, until notified by ICEMA that disaster assistance may be terminated. At the scene of such disasters, PROVIDER's personnel shall perform in accordance with ICEMA medical protocols and policies. When state-of-emergency has been terminated, PROVIDER shall resume normal operations as rapidly as is practical considering exhaustion levels of personnel, need for restocking, etc.
- C. **Multi-casualty Incidents** - Normal (i.e., not disaster related) multi-casualty incident calls rendered by PROVIDER shall be performed in accordance with approved ICEMA policies in support of the Incident Command System. In the course of rendering services, PROVIDER shall not be automatically exempt from late-run assessments, but may appeal assessments for individual calls, otherwise imposed by this MOU.

XII. SPECIFIC PROVISIONS

- A. **User Fees Rate Adjustment** – PROVIDER acknowledges that ICEMA has the authority to determine rates for services provided under this MOU and has exercised that authority by establishing the rates. The rates shall remain in force and effect throughout the term of this MOU unless modified or adjusted pursuant to process as defined in Attachment 7 (San Bernardino County Ambulance Ordinance).
- B. **On-Scene Collections** - PROVIDER's personnel shall not request payment for services rendered under this MOU in response to any 9-1-1 call either at the scene of the call, en route, or upon delivery of the patient.
- C. **Billing and Collections** - PROVIDER's billing and collection program shall be managed in compliance with all applicable local, state and federal laws and regulations.

XIII. ICEMA MANAGEMENT FEE

PROVIDER shall pay ICEMA PROVIDER's pro rata share of the total 9-1-1 county wide ambulance transports of an annual fee in an amount estimated to be sufficient to cover ICEMA's costs related to monitoring and enforcing the provisions of this MOU for the subsequent fiscal period. PROVIDER's pro rata share of cost will be determined based solely on total number of 9-1-1 transports within its EOA during the most recent 12-month period for which data is available at the time of cost estimate. Except for the initial partial fiscal year of this MOU, ICEMA will provide an estimate of PROVIDER's share of cost for the coming fiscal period not later than 30 days prior to the start of such period. By March 31st of each year, ICEMA shall provide a budget outlining expenditures related to management/monitoring of contracts. Within 90 days after the end of a fiscal year (July 1 - June 30), ICEMA will determine actual cost for that period and determine whether revenues collected based on estimates resulted in over or underpayment by PROVIDER. Any over or under payments for the prior period will be credited or added to the provider payments in the current period. When determining actual cost, ICEMA will include all identifiable direct charges, an allocated share of common charges, (e.g. office supplies, etc.) and indirect overhead. Additional adjustments to the fee can be made for other changes, such as, a change in monitored components (Le. Inter-facility transports code 2 calls). Fees for the partial first fiscal year are prorated based on the number of months remaining in the fiscal year as of the date

of ICEMA Board approval and shall be paid to ICEMA within thirty (30) days of the effective date of this MOU. Fees thereafter shall be paid to ICEMA within thirty (30) days of the beginning of the quarter. Any increases in the Management/Monitoring Fee imposed by ICEMA shall be considered an "Extraordinary Cost Increase" that shall be considered in any application for rate increase by PROVIDER under Section XII A above.

XIV. DATA COLLECTION AND REPORTING REQUIREMENTS

- A. **PROVIDER** shall maintain data collection and reporting systems that meet the following minimum standards:
1. For each patient contacted, PROVIDER's personnel shall complete an ICEMA approved patient report form, and PROVIDER shall routinely furnish a copy of such completed form monthly to the ICEMA according to ICEMA policy.
 2. Provide for submission of monthly data, including CAD data, where a CAD system is in use for dispatching of the PROVIDER, for each response, and patient care data as specified in Attachment 13 (ICEMA Scantron Form). PROVIDER is required to fulfill this requirement using an ICEMA approved electronic data collection and submission format upon implementation by ICEMA as funding becomes available
 3. Accuracy and completeness patient data - PROVIDER will assure that Scantron forms, or other acceptable means of transmitting data to ICEMA, are complete and accurate prior to submission to ICEMA. All patient data will be provided to ICEMA monthly according to policy. For on-going problems with data submission, PROVIDER will submit a plan of correction.
 4. Data Audits - ICEMA or the County Health Officer may require an audit of patient care records and response time data.
- B. **Financial Audits** - ICEMA or the County Health Officer may require an audit of books and records of the PROVIDER as relates to ambulance billing issues.
- C. **On-site Disclosure** - In addition to the aforementioned reports and data, Provider shall maintain up-to-date records and data pertaining to its services specific to San Bernardino County, as listed below. PROVIDER shall make such

reports and data available for on-site review and inspection, upon request of ICEMA.

1. Services by payor source.
2. Services provided by category (e.g., ALS, BLS and mileage) and by financial classification.
3. Services by date of service.
4. Collections by payor source.
5. Annual fixed asset schedule.

D. Changes in Practices and Procedures - PROVIDER shall adhere to said practices, procedures, schedules, and policies except as provided herein. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other thirdparty payors. Such rules, regulations, policies, and procedures may change from time to time and PROVIDER's practices and procedures must change in response to such changes. The parties agree that it would be impractical to amend this MOU to reflect such changes each time they occur and therefore agree that PROVIDER may change the practices, procedures, schedules, and policies referred to above without a formal amendment to this MOU, subject, however, to the review and approval of the ICEMA Administrator. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates without complying with such rate adjustment provisions as contained herein.

E. Ownership of Data

1. PROVIDER AND ICEMA agree that all data and records submitted to ICEMA under the terms of this MOU, including but not limited to dispatch data and records, shall remain the property of ICEMA subject to disclosure by ICEMA pursuant to the California Public Records Act.
2. PROVIDER may assert that any portion of such data or records provided pursuant to this section should be treated as confidential, and is exempt from disclosure under the California Public Records Act. With each item claimed to be confidential, PROVIDER shall provide a statement as to the basis for the claim of confidentiality specifying any exemption in law (e.g. Uniform Trade Secrets Act, Civil Code section 3426 et seq.)

3. ICEMA shall notify PROVIDER of any request for information. PROVIDER may pursue its legal remedies to prevent disclosure of such information.

- F. **Vehicle Breakdown Reporting Requirements** - PROVIDER shall submit to ICEMA, within seven (7) calendar days, a report for every incident where PROVIDER's emergency ambulance breaks down while assigned to a 9-1-1 emergency medical response or during an inter-facility transport. The report shall document whether the break down occurred while en-route, while on-scene, or during transport of a patient.
- G. **Data Reporting Assessment** - In the event PROVIDER fails to furnish information required by this subsection concerning a call, transport or account, ICEMA staff shall notify PROVIDER of such failure and PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to furnish the required information.
- H. **Exemptions** - ICEMA may grant exemptions to the response time requirements stated herein. Exemptions may be granted for calls where, road conditions, or multicasualty or other situations beyond PROVIDER's control cause unavoidable delays. All such calls shall be individually examined and if the circumstances warrant, ICEMA will exclude them from the database utilized for calculating monthly compliance. In order to be eligible for an exception, the PROVIDER must include a full explanation of its reasons for requesting such exception as part of the PROVIDER's monthly report. Equipment failure, and/or provider dispatcher error, shall not furnish grounds for release from late-run determination or response time standards.

Automatic exemptions (subject to audit) will be granted for the following:

1. inclement conditions
2. reported delayed response times from the CAD system which do not correlate with provider data due to radio communication system failure
3. the need to initiate mutual aid within the operating area
4. having to respond from outside of the operating area due to patient transport
5. other 9-1-1 emergency commitments

XV. COMPLIANCE

PROVIDER shall comply with all ICEMA policies, procedures, protocols and directives issued in accordance with law, including the EOA Plan for the County of San Bernardino. PROVIDER shall comply with all applicable federal, state and local laws and regulations, including but not limited to the requirements of the United States Department of Health and Human Services, Health Care Financing Administration, California Highway Patrol, California Department of Health Services, California Emergency Medical Services Authority, and County of San Bernardino.

XVI. AUDITS AND INSPECTIONS

- A. **Reasonable Inspection Notice** - Representatives of ICEMA may at any time during normal business hours, and as often as may reasonably be deemed necessary, observe PROVIDER's operations. PROVIDER shall make available to ICEMA for its examination, its records with respect to all matters covered by this MOU, and make excerpts or transcripts from such records, and may make audits of all Agreements, invoices, materials, inventory records, roster of all EMS licensed/certified and/or accredited personnel, daily logs, and other data related to all matters covered by this MOU. ICEMA representatives may, at any time, and without notification, directly observe PROVIDER's operation at the PROVIDER's dispatching center, maintenance facility, and any ambulance post location. ICEMA representatives may ride as "third person" on any of the PROVIDER's units at any time, provided, however, that in exercising this right to inspection and observation, ICEMA representatives provide appropriate identification, conduct themselves in a professional manner, be courteous, not interfere in any way with PROVIDER's personnel in the performance of their duties, and complies PROVIDER'S liability requirements.
- B. **Normal Business Hours Restriction** - ICEMA's right to inspect records in PROVIDER's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the PROVIDER in advance of any such visit. ICEMA's right to observe and inspect operations shall not be restricted by normal business hours and shall not require advance notification. ICEMA will not disrupt normal operations.
- C. **Authorized Observers** - This right to directly observe PROVIDER's field operations, provider dispatch operations, and maintenance shop operations shall

also extend to authorized representatives of ICEMA or other persons authorized by ICEMA. Such persons shall conduct themselves in a professional manner, be courteous and shall not interfere in any way with PROVIDER's personnel in the performance of their duties.

- D. **Exception to Section** - The terms of this section shall not apply where ICEMA has a reasonable cause to believe that a significant and substantial violation of this MOU has occurred, or is imminent to occur, that may endanger the general public health or is necessary to preserve records that relate to the enforcement provisions of this MOU.

XVII. GENERAL RESPONSIBILITIES AND DUTIES OF ICEMA

ICEMA shall:

- A. **Monitoring and Enforcement** - ICEMA shall monitor and enforce performance under this MOU to ensure service areas covered under this MOU receive adequate emergency medical services including emergency ambulance service.
- B. **Rate Approval** - Review, reserving the right to approve, reasonable rates and charges by the PROVIDER.
- C. **Competitive Bid Process** - Except as may be required under Health and Safety Code sections 1797.224 and 1797.226, ICEMA shall develop, implement, and conduct a competitive bid process for the selection of emergency ambulance providers to serve EOAs for emergency takeovers or irresolvable MAJOR BREACH.
- D. **Medical Control** - Provide for system medical control/Medical Director.
- E. **Default Provisions** - In the event of default, initiate a takeover and manage all operations until a new PROVIDER can be secured. ICEMA shall conduct a competitive bid process for the selection of a PROVIDER to provide emergency ambulance services within the affected contracted EOA.
- F. **Compliance Reports** - ICEMA shall provide monthly compliance reports for review by the Performance Committee. This report shall contain a summary of compliance to performance standards and a summary of exemptions requested and granted.
- G. **Annual Audit** - In addition to ICEMA's audit authority under section XVI, ICEMA shall conduct an annual audit to verify accuracy of performance data to include, but not limited to, response time compliance data.

- H. **Annual Report** - ICEMA shall provide an annual compliance report for review to the San Bernardino County Emergency Medical Care Committee (EMCC) and the ICEMA Governing Board.

XVIII. GENERAL PROVISIONS

A. TERM OF MOU AND RENEWAL PROVISIONS

1. **Initial Term** - The term of the Agreement shall commence when executed by the parties and continue in effect until December 31, 2013, but shall automatically be renewed for successive three (3) year periods unless otherwise terminated or amended and provided that PROVIDER has not committed an unresolved MAJOR BREACH of the MOU. Notwithstanding the foregoing, PROVIDER may terminate this contract, at any time, upon ninety (90) days written notice to ICEMA.
2. In the event that PROVIDER is temporarily unable to meet the terms of this Agreement, PROVIDER shall promptly notify ICEMA. In the event the PROVIDER elects to not automatically extend the contract term, PROVIDER shall give ICEMA no less than ninety (90) days written notice prior to the expiration date of the current term.
3. **Continuity of Service** - ICEMA hereby declares and makes a finding that it is in the public's best interest to assure that persons needing emergency medical services will not be negatively impacted by changing providers of emergency ambulance services and that the public continues to receive high quality ambulance services. It is also in the best interest that PROVIDER provide an experienced and stable work force of supervisors, paramedics, EMT's, dispatchers and other support personnel; and that it is in the public best interest that PROVIDER establishes a systematic capital replacement policy that focuses on long term investment in the EOA and ensures their ability to comply with the terms of this MOU.

B. TRANSITION PROVISIONS:

1. **Transition Period** - In the event this MOU is terminated, PROVIDER may be required to continue to provide services during the transition period, and shall assist both ICEMA and the successor service provider in effecting a safe and orderly transition. The following provisions are

designed to protect the interests of both PROVIDER and ICEMA during the period of transition from PROVIDER to the successor service provider. In the event that a successor service provider has not been established prior to the termination date of this MOU, the PROVIDER shall continue to provide services for a period not to exceed six (6) months after said termination date, in the discretion of ICEMA.

2. **Right to Required Replacement** - Throughout the term of this MOU and any extension period, ICEMA may, after an inspection and for cause, require PROVIDER to replace any mandatory equipment items listed on the ICEMA Standard Drug and Equipment list at any time after that item's scheduled replacement date. However, if through superior maintenance or by other means, PROVIDER is able to extend the safe useful life of an equipment item beyond its time of scheduled replacement, ICEMA shall not, except for cause, require replacement of that item.
3. **Transfer of Goodwill** - Upon termination of this MOU, PROVIDER shall convey to ICEMA or the successor service provider, all rights to business for ambulance service pursuant to the EOA provisions of this MOU that have been developed by PROVIDER during the term of this MOU. PROVIDER shall assert no claim of rights to conduct business within the contracted EOA after the termination of this MOU, nor shall PROVIDER assert any claim of compensation owed relative to the loss of such business.

XIX. DISPUTE AND GRIEVANCE PROCEDURE

- A. **Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this MOU and insuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this MOU.
- B. **Monthly Performance Reports** - ICEMA shall review monthly reports regarding PROVIDER's performance under the terms and conditions of this MOU. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exemption requests with the exception of the

automatic exemptions, which PROVIDER chooses to submit for consideration. PROVIDER shall have a full opportunity to present any exculpatory or mitigating evidence prior to ICEMA's public release of the monthly reports.

- C. **Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning MOU performance matters between PROVIDER and any public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- D. **Work Action** - PROVIDER shall notify ICEMA, local hospitals and area EMS providers upon reasonable knowledge of any potential service interruption as the result of personnel action. This notification shall occur as soon as the information becomes verifiable. An action plan will be provided to ICEMA as soon as possible, but not more than 24 hours following ICEMA notification. The action plan must be acceptable to ICEMA.

XX. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

- A. **Major Breach Definitions** - Conditions and circumstances which, shall constitute a MAJOR BEACH of MOU by the PROVIDER shall include the following:
 - 1. Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a MAJOR BREACH of this MOU. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
 - 2. Failure to comply with response time requirements within the EOA during three (3) consecutive cycles or four (4) cycles within any twelve consecutive cycles shall be considered a MAJOR BREACH of contract.
 - 3. Response time compliance falls below 80 percent (80%) for any cycle within the term of this Agreement.

4. Intentional falsification or omission of data or information supplied to ICEMA, which affects or has the effect of enhancing PROVIDER's performance under this MOU.
5. Failure to maintain in force throughout the term of this MOU, including any extensions thereof, the insurance coverage required herein.
6. Multiple or unremediated failures to correct any MINOR BREACH within a reasonable period of time.
7. Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
8. PROVIDER terminates its contract with the County for provision of indigent transport services.

B. Notice to PROVIDER

If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER of such existence or occurrence. PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. PROVIDER and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

C. Unresolved Allegation - If an allegation of MAJOR BREACH has not been resolved under the above provisions, the ICEMA Administrator, in consultation with the ICEMA Medical Director, shall notify PROVIDER in writing and ICEMA shall proceed to arrange a hearing or expedited hearing with the ICEMA Governing Board pursuant to the provisions herein.

D. ICEMA Discretion - If ICEMA finds that only a MINOR BREACH has occurred, or that a MAJOR BREACH has occurred but the public health and safety would not be endangered by allowing PROVIDER to continue its operations, then ICEMA may require remedial actions, as it deems appropriate under the circumstances.

E. Governing Board Hearing

1. After PROVIDER is given reasonable notice, the ICEMA Governing Board shall hold a hearing upon the ICEMA Administrator's

recommendations. The ICEMA Governing Board shall receive and consider any additional information and evidence on the matter which PROVIDER or others may wish to present, and determine whether a MAJOR BREACH of this MOU has occurred and whether said breach is such that the public health and safety would be endangered by allowing PROVIDER to continue its operations under this MOU. If the ICEMA Governing Board finds that a MAJOR BREACH has occurred, it shall declare this MOU terminated and commence action to effect an immediate takeover by ICEMA of PROVIDER'S operations.

2. If the ICEMA Governing Board finds that only a MINOR BREACH has occurred, or that a MAJOR BREACH has occurred but that allowing PROVIDER to continue its operations would not endanger the public health and safety, the ICEMA Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

F. **Expedited Hearing Process** - If, in the judgment of the ICEMA Administrator, it appears a condition or circumstance of MAJOR BREACH exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA Administrator, after giving notice to PROVIDER, may take the matter directly and immediately to the ICEMA Governing Board for its determination under the above provisions.

G. **Notice of Default** - Pursuant to the above provisions, the ICEMA Governing Board shall have the right to terminate, cancel, or takeover services provided under this MOU or to pursue any appropriate legal remedy in the event of a MAJOR BREACH. In such instance, the ICEMA Governing Board shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.

H. **Declaration of Public Health Officer** - The parties understand and agree that the San Bernardino County Public Health Officer may determine that the facts constituting a default under this MOU may also constitute a public health emergency. In the event that the Public Health Officer declares a public health emergency arising out of a default by PROVIDER, PROVIDER agrees that the Public Health Officer may exercise any power of the ICEMA Governing Board under this MOU in addition to any power authorized by law.

I. **Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a MAJOR BREACH, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Administrator, such that public health and safety are endangered, and after PROVIDER has been given notice and an opportunity deemed reasonable by the ICEMA Administrator to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the ICEMA Governing Board. If the ICEMA Governing Board concurs that a MAJOR BREACH has occurred or is imminent and that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to effect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be effected at any time after action by the ICEMA Governing Board or within such time period as the ICEMA Governing Board deems to be appropriate.

J. **Takeover Cooperation**

1. PROVIDER shall not be prohibited from disputing any such finding of MAJOR BREACH through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
2. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a MAJOR BREACH has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
3. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of MAJOR BREACH, and shall not in any way jeopardize PROVIDER'S right to recovery should a court later find that declaration of MAJOR BREACH was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a MAJOR BREACH of this

MOU, even if it was later determined that the original declaration of MAJOR BREACH was made in error.

4. The ICEMA Governing Board shall be the final authority for ICEMA.

XXI. INSURANCE REQUIRED

A. At all times during the terms of the MOU, and throughout any extension periods, the PROVIDER shall maintain current insurance coverage in accordance with the criteria set forth below. PROVIDER may provide a policy of self-insurance equivalent to the requirements set forth below, and specifically acknowledging and designating ICEMA, its officers and employees, as named additional insureds for all liability arising out of the PROVIDER'S operations in the performance of this MOU. In the event self-insurance is not satisfactory for any reason, ICEMA reserves the right to require additional insurance.

1. With respect to performance of work under this MOU, PROVIDER shall maintain insurance as described below:

- a) Worker's compensation insurance with statutory limits as required by the labor Code of the State of California. Said policy shall be endorsed with the following specific language:

- (1) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA"

- b) Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form in an amount as required by San Bernardino County Risk Management.

- (1) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion

of more than one insured shall not operate to increase the limits of the company's liability.

c) Automobile liability insurance covering bodily injury and property damage in an amount as required by San Bernardino County Risk Management. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

(1) Additional Insured - "ICEMA, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to ICEMA with respect to any insurance or self-insurance programs maintained by ICEMA.

(4) This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA.

d) PROVIDER may provide a policy of self-insurance for vehicle damages. In the event self-insurance is not satisfactory for any reason, ICEMA reserves the right to require additional insurance.

e) Professional Liability

(1) Professional liability insurance for all activities of the PROVIDER arising out of or in connection with this MOU in an amount as required by San Bernardino County Risk Management.

Said policy shall be endorsed with the following specific language:

(a) **Additional Insured** - "ICEMA, its officers and employees, is named as additional insured for all

liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

(b) "This policy shall not be canceled, transferred, assigned, reduced or changed without first giving thirty (30) days prior written notice to ICEMA."

(2) In the event PROVIDER cannot provide an occurrence policy, PROVIDER shall provide insurance covering claims made as a result of performance of this MOU and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this MOU.

B. Documentation

1. The following documentation shall be submitted to ICEMA:

a) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this MOU.

b) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of MOU.

c) Upon ICEMA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of execution of MOU.

C. **Obligations Not Limited by Insurance** - PROVIDER's indemnity and other obligations, owed to ICEMA shall not be limited by the foregoing insurance requirements.

D. **Breach** - If PROVIDER, for any reason, fails to maintain insurance coverage which is required pursuant to this MOU, the same shall be deemed a breach of the MOU. ICEMA, at its sole option, may terminate this MOU and obtain damages from the PROVIDER resulting from said breach.

XXII. COMPENSATION TO PROVIDER

A. **Compensation** - As compensation for the services, equipment, and materials furnished under this MOU, PROVIDER shall receive the following as full compensation:

1. Market rights as specified herein
 2. Income from fee for service billing and other reimbursement mechanisms as specified.
- B. **Exclusivity** - In consideration for the all of the services, equipment, materials and supplies to be furnished by PROVIDER, the ICEMA Governing Board has designated PROVIDER as an exclusive provider of emergency ambulance services, including inter-facility transfers, within the geographical areas defined by this MOU. PROVIDER and ICEMA agree that said designation shall begin on September 1, 2006 and shall continue throughout the term of this MOU, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for PROVIDER compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this MOU to compensate, reimburse, or otherwise pay PROVIDER for services provided to medically-indigent patients. Nothing in this section shall effect County's obligation to pay for services to medically indigent patients. Nothing in this MOU is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

XXIII. RIGHTS AND REMEDIES NOT WAIVED

The PROVIDER agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this MOU; and that the acceptance of work herein and the payment thereof shall not be deemed to be a waiver by ICEMA of any breach of covenants or conditions, or any default which may then exist on the part of the PROVIDER, and the making of such payment while any such breach or default exists, shall in no way impair or prejudice any right or remedy available to ICEMA with respect to such breach or default.

XXIV. ENTIRE MOU, AMENDMENTS, INTERPRETATION, VENUE, NOTICES

- A. **Entire MOU/Amendments** - This MOU constitutes the entire MOU between ICEMA and PROVIDER with respect to the subject matter hereof and supersedes any and all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless specifically included or incorporated herein. No modification of this MOU

shall be effective unless it is in writing and executed by the duly authorized representatives of the parties hereto.

- B. **Rights and obligations** - The rights and obligations of the parties and all interpretations and performance of this MOU shall be governed in all respects by the laws of the State of California. The parties further acknowledge and agree that the rights and obligations established under this MOU are subject to, and shall not supersede, the rights under Health and Safety Code section 1797.201 provided to any city or fire protection district within the PROVIDER's assigned EOA under this MOU.
- C. **Venue** - The parties agree that this MOU shall be construed under the laws of the State of California and that any action relating to this MOU shall be instituted in the San Bernardino County Superior Court.
- D. **Notices/Communications** - Notices and other communications required hereunder shall be transmitted in writing by certified U.S. mail, postage prepaid, return receipt requested, addressed to the parties as follows:

To PROVIDER:

Crest Forest Fire Protection District
Fire Chief
P.O. Box 3220
Crestline, CA 92325

To ICEMA:

Executive Director
ICEMA
515 North Arrowhead Avenue
San Bernardino, CA 92415-0060

With courtesy copies to:

San Bernardino County Public Health Officer

Except as otherwise provided, any notice given pursuant to this MOU shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service return receipt card, whichever is later.

XXV. FORCE MAJEURE

- A. **Effect** - Except as otherwise expressly provided in this MOU, no default in the performance of any obligations hereunder will be deemed to exist if such default is solely the result of a Force Majeure. In the event either party hereto is unable, by reason of Force Majeure, to carry out its obligations under this MOU, it is agreed that on such party's giving prompt notice of the full particulars of such event of Force Majeure, to be confirmed in writing, to the other party as soon as possible after the occurrence of the event of Force Majeure relied upon, the obligations of the party giving such notice so far as they are affected by such event of Force Majeure, shall be excused during the continuance of such event of Force Majeure. A breach of this MOU caused by an event of Force Majeure shall as far as practical be remedied with all reasonable dispatch.
- B. **Diligent efforts** - During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under this MOU. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders, preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this MOU.

XXVI. INDEPENDENT PROVIDER

- A. **Status of PROVIDER** - The parties intend that PROVIDER, in performing the services specified herein, shall act as an independent PROVIDER and shall control the work and the manner in which it is performed. PROVIDER is not to be considered an agent or employee of ICEMA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits ICEMA provides its employees.
- B. **Taxes** - PROVIDER agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this MOU and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. PROVIDER agrees to indemnify and hold ICEMA harmless from any liability which it may incur to the United

States or to the State of California as a consequence of PROVIDER's failure to pay, when due, all such taxes and obligations. In case ICEMA is audited for compliance regarding any withholding or other applicable taxes, PROVIDER agrees to furnish ICEMA with proof of payment of taxes.

XXVII. PARTIAL INVALIDITY

In the event any provision of this MOU shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

XXVIII. HOLD HARMLESS

- A. PROVIDER agrees to defend, indemnify, hold harmless and release ICEMA, their officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance by PROVIDER hereunder, whether or not there is concurrent negligence on the part of ICEMA, but excluding liability due to the active negligence or willful misconduct of ICEMA. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. The duty of PROVIDER to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- B. ICEMA agrees to indemnify, hold harmless and release PROVIDER, its officers, agents and employees, from and against any and all actions claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions in the performance by ICEMA hereunder, whether or not there is concurrent negligence on the part of the PROVIDER, but excluding liability due to the active negligence or willful misconduct of the PROVIDER. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for ICEMA or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. ICEMA shall be liable to PROVIDER for any loss of or damage to PROVIDER's property arising from

ICEMA's negligence. The duty of ICEMA to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XXIX. PREVENTION OF IMPLEMENTATION

The parties agree that in the event ICEMA, or PROVIDER, or both, are delayed or prevented due to legal action from implementing the provisions of the ICEMA Governing Board's action, relating to the establishment of an EOA for service, the terms and conditions of this MOU may be modified as mutually agreed upon by the parties.

XXX. NON-DISCRIMINATION

PROVIDER shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

XXXI. NON-TRANSFERABLE MOU

- A. **Consent of ICEMA** - This MOU shall not be assigned or transferred, nor shall the duties hereunder be delegated without the express written permission of ICEMA. Any change of more than 50% of the ownership of PROVIDER shall be deemed to be an assignment of this MOU, provided, however, that ICEMA shall not unreasonably withhold its approval of such change of ownership.
- B. **Application of Health & Safety Code** - The consent of ICEMA to any assignment of this MOU is independent of and will have no affect on the rights of PROVIDER and/or its assignee under sections 1797.224 and 1797.226 of the California Health and Safety Code.

XXXII. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this MOU.

XXXIII. COOPERATION

PROVIDER's obligations of cooperation with the ICEMA hereunder shall survive termination of this MOU and shall remain in force and effect until fulfilled.

XXXIV. CONFLICT OF LAWS

This MOU shall not be construed to confer any further or additional rights on PROVIDER than may otherwise exist under the provisions of EMS Act (Health & Safety Code § 1797, et seq.) and remains subject to the provisions of Health and Safety Code sections 1797.201, 1797.224, and 1797.226, where applicable.

XXXV. FORMER COUNTY AND ICEMA OFFICIALS

PROVIDER agrees to provide or has already provided information on former County of San Bernardino administrative and ICEMA officials (as defined below) who are employed by or represent PROVIDER. The information provided includes a list of former County or ICEMA administrative officials who terminated County or ICEMA employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of PROVIDER. For purposes of this provision, "County or ICEMA administrative official" is defined as a member of the Board of Supervisors, or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, any employee in the Exempt Group, Management Unit or Safety Management Unit or any employee of the County Emergency Medical Services Program. If during the course of the administration of the MOU, ICEMA determines that the PROVIDER has made a material misstatement or misrepresentation or the materially inaccurate information has been provided to ICEMA, this MOU may be immediately terminated. If the MOU is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed as of the day and year first above written.

ICEMA

06-1049

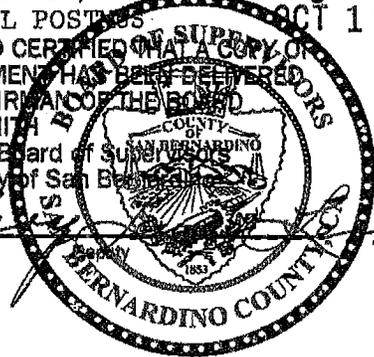
PROVIDER

By Bill Postnes

By Rich Paumelle

Chairman, ICEMA Governing Board
BILL POSTNES
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
DENA M. SMITH
Clerk of the Board of Supervisors
of the County of San Bernardino

Name
Division Chief / Fire Marshal
Title 6/21/06

By [Signature]


ATTEST:
Clerk to the Board

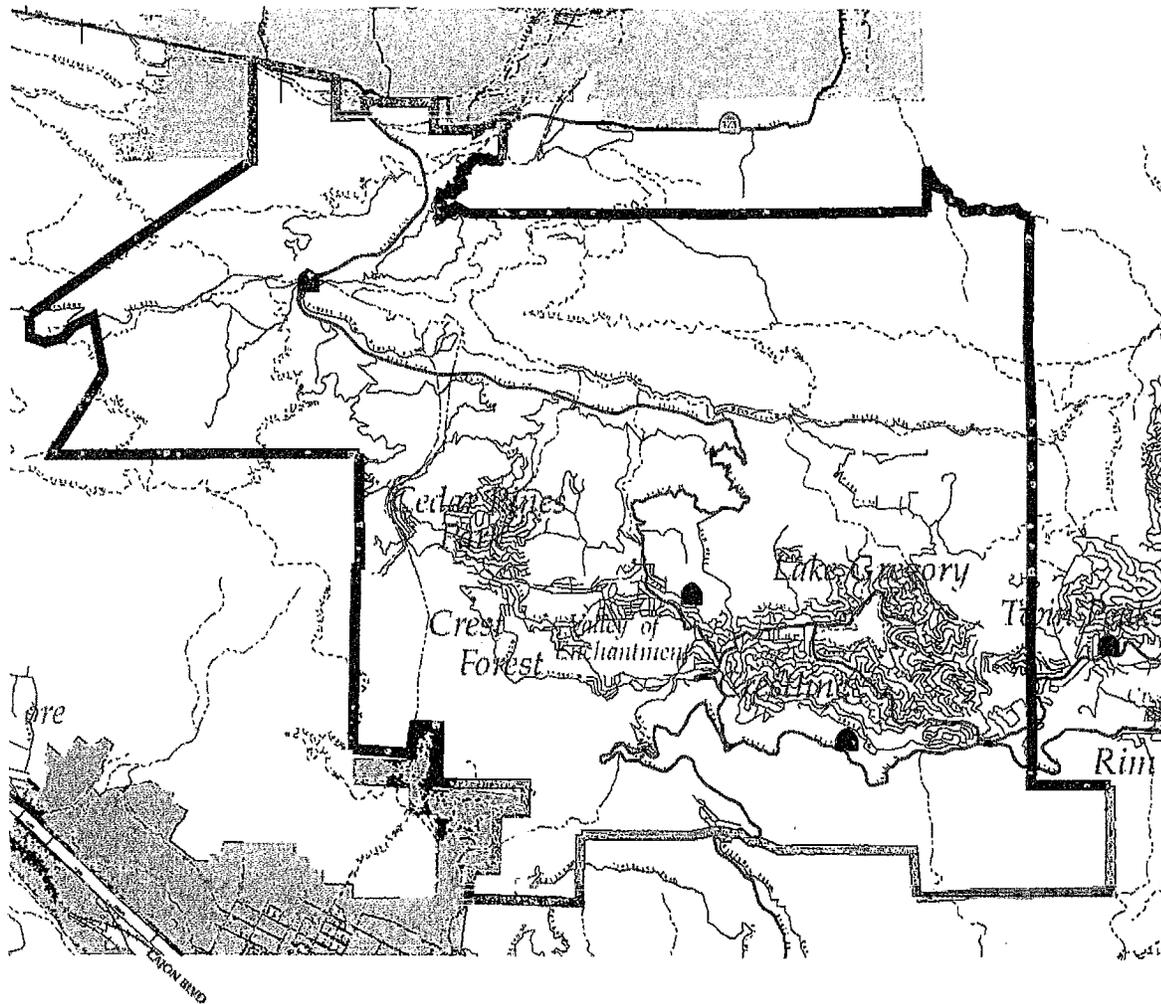
By _____

APPROVED AS TO FORM:
ICEMA/County Counsel

ATTACHMENTS

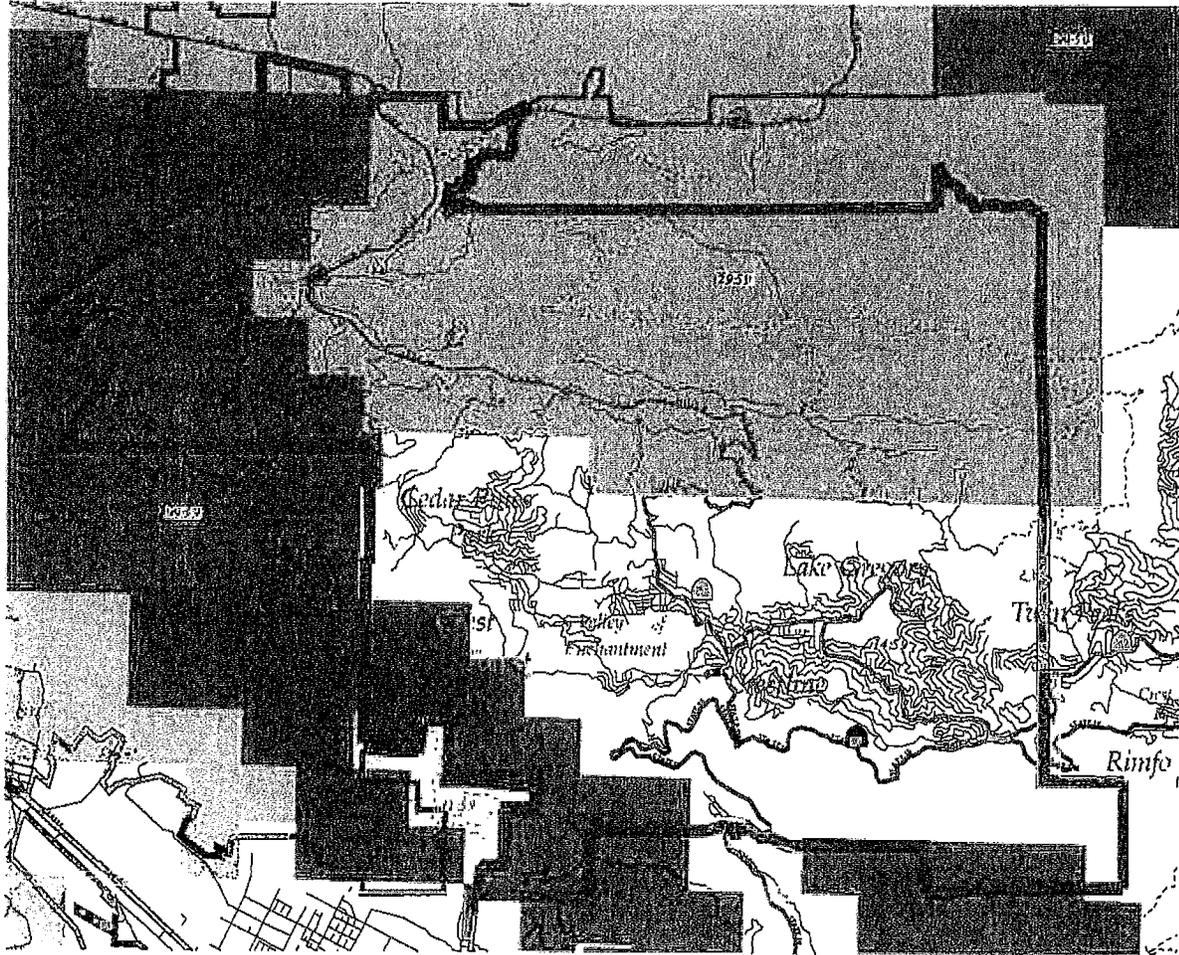
CREST FOREST FIRE PROTECTION DISTRICT

1. EOA MAP
2. RESPONSE AND SUB-RESPONSE ZONES
3. RESPONSE TIME MEASUREMENT AND METHODS
4. RESPONSE TIME TERMINOLOGY
5. MEASURING RESPONSE TIME STANDARD COMPLIANCE
6. MEASURING EOA COMPLIANCE
7. SAN BERNARDINO COUNTY AMBULANCE ORDINANCE
8. NUMBER OF RUNS FOR STATISTICAL VALIDITY
9. EXAMPLE OF RESPONSE TIME AND LIQUIDATED DAMAGES CALCULATION
10. ICEMA ADMINISTRATIVE COST EXAMPLE
11. MANAGEMENT FEE CALCULATION EXAMPLE
12. AMBULANCE RATES FY 2006 - 2007
13. ICEMA SCANTRON FORM



SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA
Area 10 - Crest Forest Fire Department





SAN BERNARDINO COUNTY
AMBULANCE OPERATING AREA
Area 10 - Crest Forest Fire Department

City Limits
EQA Boundary

Map Prepared On May 11, 2006

Response Time Measurements and Methods

Inland Counties Emergency Medical Agency
Effective July 1, 2001

Preface

The Response Time Measurements and Methods are divided into the following areas:

- Reference Maps Designations;
- Response Zone Categories;
- Response Times Standards (Goals);
- Measurement Methods and Manners.

For public agencies the standards as specified below are recognized as goals.

Code 2 Response Times are not measured or recorded by all organizations at this time. ICEMA will monitor and evaluate available Code 2 response times for six months following the adoption of the Response Time Measurements and Methods. This analysis will be brought back to the Response Time Subcommittee. At that time the "Response Time Standards for Code 2 Response" and other definitions, which include Code 2 response may be changed to reflect conditions. The Response Time Subcommittee recognizes that Code 2 response times may be more available from Metropolitan/Urban/Suburban areas.

Reference Map Designation

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Response Zone Reference Designation</i>	The latest available U.S. census population maps, by census tract, shall be used as the point of reference baseline to categorize standard response times for the response zones. When necessary, the maps may be broken down to the block groups to determine the dividing line for response zones. These maps shall be updated every 3 years using California Department of Finance data and other reliable data sources.	Not included.
<i>Sub-Response Zone Reference Designation</i>	The latest available U.S. Census population maps, by census tract and block, shall be used as the point of reference baseline to categorize response times that may vary from the standard response time. These maps may also include specific geographical or population notations.	Not included.

Reference Map Designation con't.

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Sub-Response Zone Reference con't.</i>	The notations may include: a. Road conditions b. Seasonal weather conditions c. Unusual population distribution within the census tract d. City, County, State or Federal boundaries e. Other significant geographical features.	

Response Zone Population Categories

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Metropolitan/Urban/Suburban</i>	A single classification for a response zone which includes the following populated areas: Metropolitan =>500 people per square mile Urban = 101 to 500 people per square mile Suburban = 51 to 100 people per square mile	Not included.
<i>Rural</i>	Classification for a response zone which contains a population of 7 to 50 people per square mile.	Not included.
<i>Wilderness</i>	Classification of a response zone which contains a population of less than 7 people per square mile.	Not included.

Response Time Standards (Goals)

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Response Time Standards for Code 3 Response</i>	The Response Zone response time standard for Code 3 response corresponds to its population category. The Standard Response Time is the measured Call Response Interval. These response time standards are: Metropolitan/Urban/Suburban < or = 9:59minutes Rural <or =29:59 minutes Wilderness < or =99:59 minutes	Not included.

Response Time Standards (Goals) con't.

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Response Time Standard for Code 2 Response</i>	The Response Zone response time per call for a Code 2 response corresponds to its population category. The Response Time is the measured Call Response Interval. These response time standards are: Metro/Urban/Suburban < or = 22:59 minutes Rural < or = 44:59 minutes Wilderness < or = 99:59 minutes	Not included.
<i>Response Time Standard for Code 3 Response Downgraded to Code 2</i>	The Response Zone response time per call for a Code 3 response downgraded to a Code 2 response corresponds to its population category. The response time standard equals the Code 3 response time interval and the Code 2 response time interval. The response time standards are: Metro//Urban/Suburban < or = 22:59 minutes (total time) Rural < or = 44:59 minutes (total time) Wilderness < or = 99:59 minutes (total time)	Not included.
<i>Response Time Standard for Code 2 Response Upgraded to Code 3 Response</i>	The Response Zone response time per call for a Code 2 response upgraded to a Code 3 response corresponds to its population category and the following time parameters. The total of these two intervals shall not exceed the response time standards for a Code 2 response. The response time standard equals the Code 3 response time interval at the time the response is upgraded from Code 2 to Code 3. These intervals are: Metropolitan/Urban/Suburban < or = 9:59 minutes Rural < or = 29:59 minutes Wilderness < or = 99:59 minutes	Not included.
<i>Sub-Response Zone Time Standard</i>	Sub-Response Zone Time Standard corresponds to a defined Sub-Response Zone Reference with documented characteristics that may allow deviation from the Response Time Standard.	Not included.

Measurement Methods and Manners

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Call Response Interval Calculation</i>	The elapsed time measured in minutes:seconds from the "Time Dispatch Notified-Provider" to "Time Arrival at Scene/Staging".	Not included.
<i>Response Time Analysis for Code 3 Responses</i>	The fractile of the standard response times and subzone response times within 90% will be used for analyzing response time. Calls which fall outside the following times will be reviewed: Metropolitan/Urban/Suburban > 22:59 minutes Rural > 44:59 minutes Wilderness > 99:59 minutes	Not included.
<i>Response Time Analysis for Code 2 Responses</i>	The fractile of the standard response times and subzone response times within 90% will be used for analyzing response time.	Not included.
<i>Time Recordation</i>	Time recordation shall include date, hour, minutes and seconds in military time.	Not included.
<i>Recordkeeping</i>	Each reporting entity shall give a statement with reference to their record keeping method. These methods in order of preference are: <i>CAD</i> -- The preferred recording method is through Computer Aided Dispatching (CAD). Time Data is automatically entered into a computer database with a telephone ringing at the dispatching entity. Measurement may vary from system to system; that is, one system may note the time at the first ring while another system may note the time at a second ring. Measurement systems also vary in time notation in that one system may note the time on the operator's first keystroke while another system may record time at the completion of certain data fields.	Not included.

Measurement Methods and Manners con't.

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Recordkeeping con't.</i>	<p><i>Manual Electronic Recordation</i> - The second preferred recording method is manual recordation by the dispatching entity into a computer database through a keystroke or "clock stamp" mechanism during the time of the dispatch event. Measurement systems also vary in time notation in that one system may note the time on the operator's first keystroke while another system may record time at the completion of certain data fields.</p> <p><i>Manual Recordation</i> - The third method is manual recordation onto paper during the dispatch event. These times are then input into a computer database during the call or at a later date.</p>	
<i>Failure to report "Time Arrival at Scene/Staging"</i>	The time of first communication from the on-scene unit to dispatching entity shall be used as the "Time Arrival at Scene/Staging" or time of communication failure, whichever is less.	Not included.
<i>Lights and Sirens to Scene</i>	The use of lights and sirens enroute to scene. 01 Emergent, with lights and sirens (Code 3) 02 Initial emergent, downgraded to no lights and sirens 03 Initial non-emergent, upgraded to lights and sirens 04 Non-emergent, no lights and sirens 88 Not applicable	Data element 19.

Measurement Methods and Manners con't.

<u>Term</u>	<u>Definition/Justification</u>	<u>NHTSA Element</u>
<i>Type of Service Requested</i>	Type of service requested. 01 Scene 02 Unscheduled Interfacility Transfer 03 Scheduled Interfacility Transfer 04 Urgent Interfacility Transfer 05 Standby 06 Rendezvous 07 On Scene/Staging 08 Ground Rescue/Technical Assistance 10 Mutual Aid 88 Not Applicable 99 Unknown	Data element 20.
<i>Communications Failure-Time Notation Procedure</i>	In the event of communications failure time will be noted manually by onscene personnel.	Not included.

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Measurement Methods and Manners con't.

The following "Type of Service" terms require further definition.

01 Scene – Refers to direct response to scene of incident or injury, such as roadway, etc. (NHTSA standard)

02 Unscheduled Interfacility Transfer – Refers to transfer of patients from one facility to another facility. (NHTSA standard) Requested when a patient has a non-life threatening conditions.

03 Scheduled Interfacility Transfer – Refers to transfers of patients from one facility to another facility when the transfer is scheduled in advance. Requested when a patient requires service(s) that are not available at the emergency room facility.

04 Urgent Interfacility Transfer – Requested when a patient has a life threatening condition at the emergency room/clinic, requires a higher level of care, and the required service(s) is/are not available at the emergency room facility. This term includes pediatric transfers.

08 Ground Rescue/Technical Assistance – Requested when special equipment and/or preparation time is needed to retrieve and assist the patient.

10 Mutual Aid – Requested when additional resources are needed. The responding out-of-area resources may require more than the defined "Standard Response Time" to arrive at the call.

Response Time Terminology Inland Counties Emergency Agency

Preface

The Response Time Subcommittee developed the definitions below which were subsequently recommended for approval by the ICEMA Response Time Task Force. The original subcommittee is comprised of San Bernardino County Fire Chiefs' Association and AMR/San Bernardino County Ambulance Association; the Task Force is comprised of representatives from the San Bernardino County Ambulance Association and the San Bernardino County Fire Chiefs' Association. Source materials included the original subcommittee's draft, October 20, 2000, for response time terminology and the National Highway Traffic Safety Administration's (NHTSA) 80 EMS data points and definitions. The Subcommittee recognizes that, although NHTSA terminology is preferred, additional and more specific definitions are needed.

This document was distributed to all stakeholders for a 30-day comment period. The Emergency Medical Care Committees in Inyo, Mono, and San Bernardino County have recommended approval of this document. Minor changes were reviewed and recommended for approval by the San Bernardino County EMCC at their 9/20/01 meeting; those changes are incorporated in this document.

The terms are in a chronological order as they occur in an emergency medical incident.

Point-in-Time Terms:

<i>ICEMA DATA ELEMENT</i>	<i>TERM</i>	<i>DEFINITION</i>	<i>NHTSA DATA ELEMENT</i>
1	*Onset Date	Date of onset of symptoms or injury date.	6
2	*Onset Time	Time of onset of symptoms or injury time.	7
3	*Recognition Time	Time that an incident is recognized as a reportable emergency.	Not included
4	Date Incident Report	The date the call is received by the Public Service Answering Point or other designated entity.	8
5	*Time Incident Reported- Primary PSAP	Time call is first received by the Public Service Answering Point or other designated entity. (NHTSA recognizes one PSAP designation in their data set. The ICEMA Region uses primary and secondary PSAPs.)	9
6	*Time Dispatch Notified – Secondary PSAP	Time call is first received by the Secondary Public Service Answering Point or other designated entity. (The subcommittee agreed to use NHTSA definition and refine the definition for Secondary and Provider).	Not included
7	Time Dispatch Notified-Provider Dispatch	Time call is first received by the EMS provider agency dispatch.	10
8	Date Unit Notified	Date response unit is notified by EMS dispatch.	11
9	Time Unit Notified	Time response unit is notified by the EMS dispatch.	12

*Data element not currently reported on ICEMA Scantron Form

ICEMA DATA ELEMENT	TERM	DEFINITION	NHTSA DATA ELEMENT
10	Time Unit Responding	Time that the response unit begins physical motion, i.e. wheels begin to turn.	13
11	Time Arrival at Scene/Staging	Time EMS unit stops physical motion at scene or staging area, i.e. wheels stop turning.	14
12	*Time of Arrival at Patient	Time response personnel establish direct contact with patient.	15
13	Time Unit Left Scene	Time when the response unit begins physical motion from scene, i.e. when the wheels begin to turn.	16
14	Time Arrival at Destination	Time when patient arrives at destination or transfer point, i.e. wheels stop turning.	17
15	*Time of Receipt of Patient at Receiving Facility	Time when receiving facility or transfer agency accepts transfer and care of the patient.	Not included
16	Time Back in Service - not available	Time response unit back in service and not available for response.	Not included
17	Time Back in Service - available	Time response unit back in service and available for response.	18
18*	Time Unit Canceled Enroute	Time provider agency dispatch is notified that call is canceled.	Not included
19*	Time Unit Upgraded Code 3	Time when provider agency dispatch is notified that response is upgraded to Code 3 from Code 2.	Not included
20*	Time Unit Downgraded Code 2	Time when provider agency dispatch is notified that response is downgraded to Code 2 from Code 3.	Not included

*Data element not currently reported on ICEMA Scantron Form

Time Interval Terms:

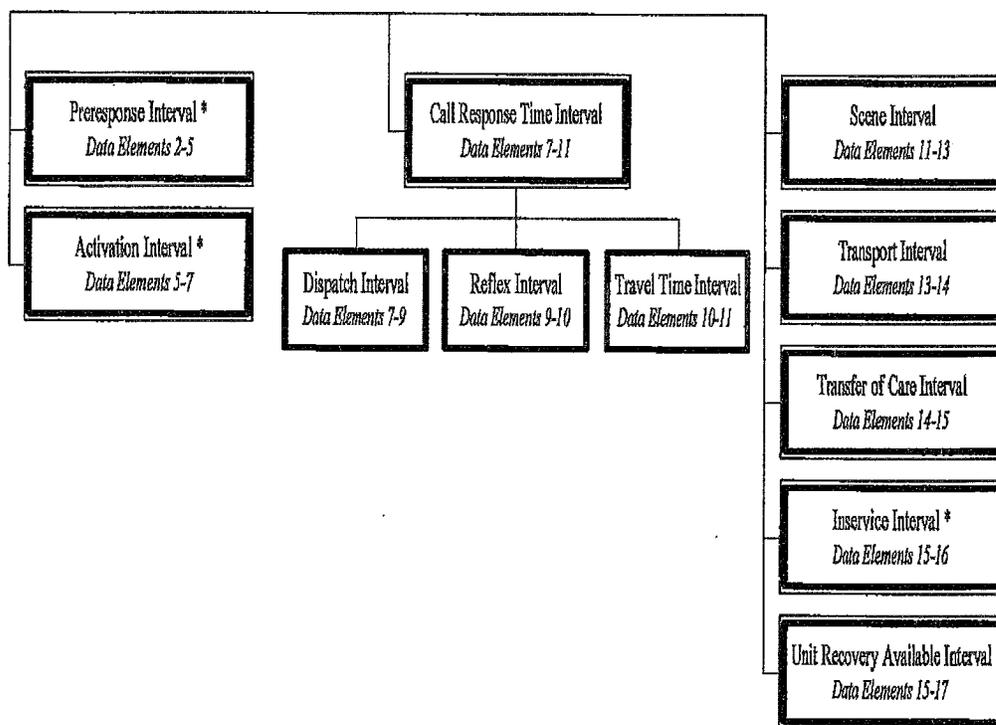
Time intervals are recognized as cognitive measuring points; therefore while a true measuring point in some cases is the millisecond after the named data point, it is practical to use the recorded time (data point) as the measurement indicator for time interval terms.

TERM	ICEMA DATA ELEMENT	DEFINITION	NHTSA DATA ELEMENTS
Call Response Interval	7-11	The elapsed time, measured in minutes:seconds format, from the "Time Dispatch Notified-Provider Dispatch" to "Time Arrival at Scene/Staging".	10-14
*Preresponse Interval	2-5	The elapsed time, measured in minutes:seconds format, from "Onset Time" to "Time Incident Reported". This time measurement cannot be measured precisely.	7-9
*Activation Interval	5-7	The elapsed time, measured in minutes: seconds format, from the "Time Incident Reported" to "Time Dispatch Notified-Provider".	9-10
Dispatch Interval	7-9	The elapsed time, measured in minutes: seconds format, from the "Time Dispatched Notified-Provider" to "Time Unit Notified".	10-12
Reflex Interval	9-10	The elapsed time, measured in minutes: seconds format, from the "Time Unit Notified" to "Time Unit Responding".	12-13
Travel Time Interval	10-11	The elapsed time, measured in minutes:seconds format, from the "Time Unit Responding" to the "Time Arrival On Scene/Staging".	13-14
Scene Interval	11-13	The elapsed time, measured in minutes:seconds format, from the "Time Arrival at Scene" to the "Time Unit Left Scene".	14-16
Transport Interval	13-14	The elapsed time, measured in minutes:seconds format, from the "Time Unit Left Scene" to the "Time Arrival at Destination".	16-17
*Transfer of Care Interval	14-15	The elapsed time, measured in minutes:seconds format, from the "Time Arrival at Destination" to "Receipt of Patient at Receiving Facility".	17-Not included
*Inservice Interval	15-16	The elapsed time, measured in minutes:seconds format, from the "Receipt of Patient at Receiving Facility" to the "Time Back in Service - not available".	Not included
Unit Recovery Available Interval	15-17	The elapsed time, measured in minutes:seconds format, from the "Receipt of Patient at Receiving Facility" to the "Time Back in Service and available".	Not included - 18

*Data element not currently reported on ICEMA Scantron Form

ICEMA Response Time Intervals

*Data element not currently reported and/or evaluated on ICEMA Scantron Form.



Measuring Response Time Standard Compliance

Measurement of response time standards compliance by providers is accomplished for each Exclusive Operating Area (EOA) using the fractile method. Utilizing the fractile method, the response time standards are defined such that the amount of time from receipt of code 3 call to arrival on scene must be less than a specified number of minutes for 90% of provider runs within a particular EOA. Using fictitious run data for a ten minute response time zone, comparison of a simple average response time calculation with a fractile response time calculation is shown below.

Run #	Response Time (min:sec)	Response Time (seconds)	Run #	Response Time (min:sec)	Response Time (seconds)
Run 1	8:56	536	Run 21	11:32	692
Run 2	12:13	733	Run 22	7:34	454
Run 3	4:49	289	Run 23	9:23	563
Run 4	11:10	670	Run 24	13:42	822
Run 5	13:55	835	Run 25	10:50	650
Run 6	4:25	265	Run 26	12:53	773
Run 7	13:09	789	Run 27	6:08	368
Run 8	14:39	879	Run 28	11:43	703
Run 9	0:57	57	Run 29	14:07	847
Run 10	10:54	654	Run 30	5:15	315
Run 11	12:51	771	Run 31	12:37	757
Run 12	3:12	192	Run 32	10:44	644
Run 13	14:29	869	Run 33	6:59	419
Run 14	2:42	162	Run 34	13:22	802
Run 15	6:24	384	Run 35	1:31	91
Run 16	11:59	719	Run 36	9:06	546
Run 17	12:20	740	Run 37	10:18	618
Run 18	3:35	215	Run 38	13:21	801
Run 19	9:51	591	Run 39	8:18	498
Run 20	10:33	633	Run 40	4:01	241
Total					22,584
Average				9:25	565

Calculation of Average Response Time

Using data shown in table at left:

- Convert response times from minutes/seconds to seconds for each run. In example, using Run #1,

$$8:56 = (8 \text{ minutes} \times 60 \text{ seconds/minute}) + 56 \text{ seconds}$$

$$= 480 + 56 = 536 \text{ seconds}$$
 - Calculate total number of seconds for all runs. In example, total for 40 runs = 22,584 seconds
 - Calculate average number of seconds per run by dividing total number of seconds for all runs by the number of runs. In example,

$$22,584 \text{ seconds} / 40 \text{ runs} = 565 \text{ seconds per run}$$
 - Convert average number of seconds per run from seconds to minutes:seconds. In example,

$$565 \text{ seconds} / 60 \text{ seconds per minute}$$

$$= 9 \text{ minutes and } 25 \text{ seconds.}$$
- Result: In example, average response time is under 10 minutes.
MEETS 10 MINUTE RESPONSE TIME STANDARD.

Response Time (Minutes)	Number of Runs	Percent of Total	Cumulative Percentage
<1	1	2.5%	2.5%
1 - <2	1	2.5%	5.0%
2 - <3	1	2.5%	7.5%
3 - <4	2	5.0%	12.5%
4 - <5	3	7.5%	20.0%
5 - <6	1	2.5%	22.5%
6 - <7	3	7.5%	30.0%
7 - <8	1	2.5%	32.5%
8 - <9	2	5.0%	37.5%
9 - <10	3	7.5%	45.0%
10 - <11	5	12.5%	57.5%
11 - <12	4	10.0%	67.5%
12 - <13	5	12.5%	80.0%
13 - <14	5	12.5%	92.5%
14 - <15	3	7.5%	100.0%
Total	40		
Fractile	13 - <14		

Calculation of Fractile Response Time

Using data shown in table above and demonstrated in table at left:

- Create whole-minute groupings or "fractiles" beginning with <1 minute. For example, <1 minute, 1-<2 minutes, 2-<3 minutes, etc.
- Count number of runs with response times within range of each fractile response time. In example, 3 runs had response times between 6 and 7 minutes.
- For each fractile, calculate the percentage of all runs having response times within that fractile response time. In example, using the fractile response time 6 - <7 minutes,

$$(3 \text{ runs in fractile } 6-<7) / (40 \text{ total runs}) \times 100 = 7.5\%$$
- Beginning with the lowest fractile, calculate the cumulative percentage of runs having response times equal to or less than each fractile. In example, using the fractile response time 6 - <7 minutes, sum percent of total for each fractile equal to or less than 6 - <7 minutes:

$$2.5\% + 2.5\% + 2.5\% + 5.0\% + 7.5\% + 2.5\% + 7.5\% = 30\%$$
- Determine the fractile where the cumulative % is greater than or equal to 90%. **This is the fractile response time.** In example, cumulative percentage exceeds 90% in fractile 13 - <14 minutes, where it equals 92.5%.

Result: In example, fractile response time is 13 - <14 minutes.
DOES NOT MEET 10 MINUTE RESPONSE TIME STANDARD.

Summary: In the above example, the provider meets the ten minute response time standard when using the average response time calculation, but fails to meet the standard when the fractile response time calculation is used. **Use of the fractile calculation creates a more stringent response time standard.** In the above example using the fractile method, the cumulative percentage for the 9-<10 minute fractile would have to be greater than or equal to 90% in order to satisfy the response time standard.

Measuring EOA Compliance

The response time standard for a particular run is determined by the location of the event or scene where provider service is required. Census tract population densities are used to determine the response time standard for Primary Response Time Zones. Primary Response Time Zones act as the default standard for all locations and are classified as either urban (9:59 response time), rural (29:59 response time), or wilderness (99:59 response time). Recognizing that census tract population densities alone do not always accurately reflect reasonable response time standards, Subresponse Time Zone standards have been created which supercede the Primary Response Time Zones. Subresponse Time Zone standards were developed in 2002 by the Response-Time Subcommittee of the ICEMA Response Time Task Force and subsequently accepted by the Emergency Medical Care Committee. Detailed maps displaying response time standards for San Bernardino County were also created and are available through ICEMA.

The fractile method for measuring response time standard compliance can be utilized for each response time zone within a particular EOA; however, providers are ultimately responsible for meeting the response time standard for 90% of all runs within their EOA as a whole. Thus, the possibility exists that a provider may fail to meet the standard for a particular response time within the EOA, while satisfying the standard for the entire EOA. Using fictitious run data for an EOA with multiple response time zones, calculation of overall EOA response time compliance is shown below.

Fictitious Run Data for EOA With Multiple Response Time Standards

Response Time (Minutes)	9:59 Zone			19:59 Zone			29:59 Zone		
	# of Runs	Cumulative # of Runs	Cumulative Percentage	# of Runs	Cumulative # of Runs	Cumulative Percentage	# of Runs	Cumulative # of Runs	Cumulative Percentage
<1	23	23	1.5%	0	0	0.0%	0	0	0.0%
1 - <2	133	166	10.4%	3	3	1.2%	0	0	0.0%
2 - <3	119	275	18.2%	2	5	1.9%	0	0	0.0%
3 - <4	285	560	37.2%	2	7	2.7%	2	2	0.4%
4 - <5	210	770	51.1%	0	7	2.7%	0	2	0.4%
5 - <6	178	948	62.9%	1	8	3.1%	1	3	0.7%
6 - <7	203	1,151	76.4%	5	13	5.0%	1	4	0.9%
7 - <8	121	1,272	84.4%	3	16	6.2%	2	6	1.3%
8 - <9	63	1,335	88.8%	6	22	8.5%	5	11	2.4%
9 - <10	48	1,381	91.6%	13	35	11.8%	2	13	2.8%
10 - <11	30	1,411	93.6%	8	43	16.7%	4	17	3.7%
11 - <12	25	1,436	95.3%	7	50	18.4%	11	28	6.1%
12 - <13	31	1,467	97.3%	12	62	24.0%	17	45	9.8%
13 - <14	18	1,485	98.5%	18	78	30.2%	12	57	12.4%
14 - <15	11	1,496	99.3%	16	94	36.4%	16	73	15.9%
15 - <16	7	1,503	99.7%	21	115	44.8%	25	98	21.4%
16 - <17	3	1,506	99.9%	31	146	56.6%	26	124	27.0%
17 - <18	1	1,507	100.0%	28	174	67.4%	18	142	30.9%
18 - <19				24	198	76.7%	14	156	34.0%
19 - <20				15	213	82.8%	19	175	38.1%
20 - <21				10	223	86.4%	26	203	44.2%
21 - <22				7	230	89.1%	37	240	52.3%
22 - <23				9	239	92.6%	33	273	59.6%
23 - <24				6	245	95.0%	48	321	69.9%
24 - <25				5	250	96.9%	22	343	74.7%
25 - <26				2	252	97.7%	27	370	80.6%
26 - <27				4	256	99.2%	15	385	83.9%
27 - <28				1	257	99.6%	12	397	88.5%
28 - <29				0	257	99.6%	18	415	90.4%
29 - <30				1	258	100.0%	12	427	93.0%
30 - <31							6	433	94.3%
31 - <32							7	440	95.9%
32 - <33							4	444	96.7%
33 - <34							5	449	97.8%
>=34							10	459	100.0%

Fractile Response Time Calculations

Fictitious EOA run data shown in table at left includes response times for three response time zones - 9:59, 19:59, and 29:59.

Calculating the fractile response time for each response time zone as described in the previous example yields the following results:

- Fractile response time for 9:59 zone is 9 - <10 minutes (shaded row) - meets response time standard.
- Fractile response time for 19:59 zone is 22 - <23 minutes (shaded) - does not meet response time standard.
- Fractile response time for 29:59 zone is 28 - <29 minutes (shaded) - meets response time standard.

Calculation of EOA Compliance

Using summary data from table below & left:

- Compute total number of runs in all response time zones:
 $1,507 + 258 + 459 = 2,224$
- Compute total number of runs at or below response time (fractile) standard from each response time zone:
 $1,381 + 213 + 427 = 2,021$
- Compute total percentage of runs in entire EOA that were at or below standard response time:
 $2,021 / 2,224 \times 100 = 90.9\%$

Result: Over 90% of runs meet response time standard.
PROVIDER IS COMPLIANT AT EOA LEVEL.

Summary: In the above example, fractile response time standards are met for the 9:59 and 29:59 response time zones, but not for the 19:59 zone. The provider is compliant at the EOA level since over 90% of EOA runs were at or below the designated response time standard.

Measurement of Overall EOA Compliance

Response Time Zone	Total Number of Runs	# of Runs at or Below Fractile Standard	% of Runs at or Below Fractile Standard	Compliance with Standard?
9:59	1,507	1,381	91.6%	Pass
19:59	258	213	82.6%	Fail
29:59	459	427	93.0%	Pass
EOA Total	2,224	2,021	90.9%	Pass

ORDINANCE NO. 3718

AN ORDINANCE OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ADDING SUBSECTION 31.0820(j) TO CHAPTER 8 OF DIVISION 1 OF TITLE 3 OF THE SAN BERNARDINO CODE, PERTAINING TO AMBULANCE RATES

THE Board of Supervisors of the County of San Bernardino, State of California, ordains as follows:

SECTION 1. The Board of Supervisors finds and determines that:

The Inland Counties Emergency Medical Agency ("ICEMA"), the local emergency medical services agency for the County of San Bernardino, is proposing to amend the Emergency medical services Plan for the County of San Bernardino (the "EMS Plan") to establish a uniform rate structure for the delivery of ambulance services within san Bernardino county. ICEMA intends to incorporate portions of the County Ambulance Ordinance into its EMS Plan, which pertain to ambulance rates.

This proposed amendment to the County Ambulance Ordinance provides ICEMA with an established procedure to regulate ambulance rates within San Bernardino County.

SECTION 2. Subsection 31.0820(j) is added to Chapter 8 of Division 1 of Title 3 of the San Bernardino County code, to read:

31.820.1 Ambulance Rates

(j) At the Direction of the local Emergency Medical Services ("EMS") Agency, and when authorized pursuant to the local EMS Plan, the ambulance rates established under this section shall apply to all providers of ambulance services which are subject to the regulatory authority of the EMS Plan.

SECTION 3. This ordinance shall take effect thirty (30) days from the date of adoption.

Jerry Eaves, Chairman
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS

EARLENE SPROAT
Clerk of the board of Supervisors

State of California)
) ss
County of San Bernardino)

I, EARLENE SPROAT, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify that at a regular meeting of the Board of Supervisors of said county and State, held on the 7th day of April, 1998, at which meeting were present Supervisors: Kathy A. Davis, Jon D. Mikels, Dennis Hansberger, Jerry Eaves and the Clerk, the foregoing ordinance was passed and adopted by the following vote, to wit:

AYES: SUPERVISORS: Davis, Mikels, Hansberger, Eaves

NOES: SUPERVISORS: None

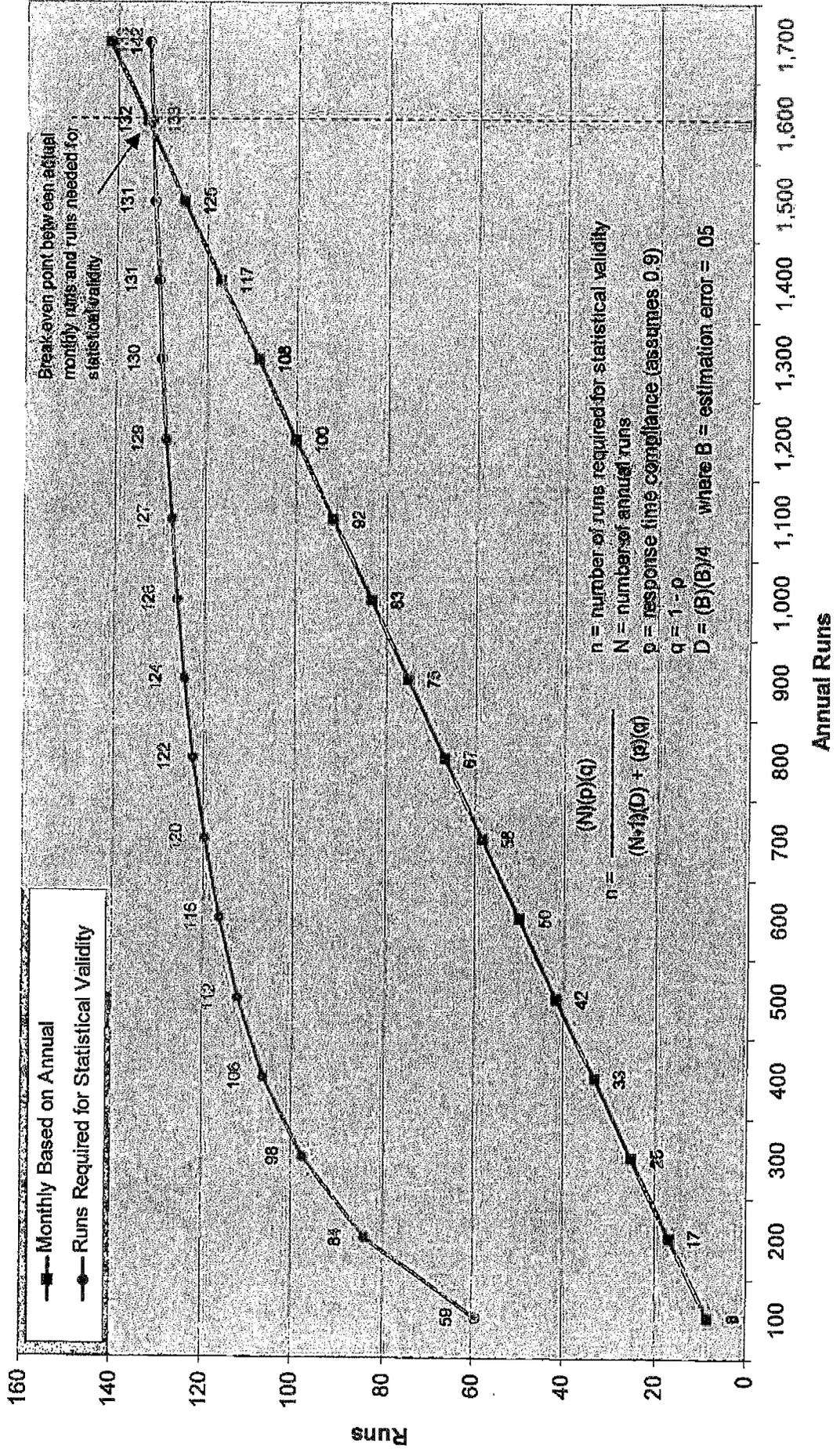
ABSENT: SUPERVISORS: None

ABSTAIN: SUPERVISORS: None

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Board of Supervisors this 7th day of April 1988.

ATTACHMENT 8

Number of Runs for Statistical Validity at 95% Confidence EOA Response Time Compliance Calculations Based on Number of Annual Runs



ATTACHMENT 9

Example of Response Time and Liquidated Damages Calculation Using Statistical Validity for EOAs With Less Than 1,600 Annual Runs

Example 1: 213 runs during previous calendar year.
Requires 86 cumulative runs for statistical validity (see Attachment 8)

Monthly Compliance			Cumulative			Late Run Penalties	RT <90% Penalties
Total	On-Time	Late	Total	On-Time	Late		
16	14	2	16	14	2	\$60	
30	28	2	46	42	4	\$165	
27	20	7	73	62	11	\$295	
38	36	2	88	83	5	\$170	
28	27	1	28	27	1	\$70	
42	36	7	70	62	8	\$585	
19	16	3	59	53	6	\$210	
17	17	0	17	17	0	\$0	
20	18	2	37	35	2	\$28	
20	17	3	57	52	5	\$160	
35	29	6	82	81	1	\$55	
27	26	1	27	26	1	\$52	
						\$1,517	\$6,030

EOA response time calculation made since cumulative runs reached 86.
Run count starts from zero

EOA response time calculation made since cumulative runs reached 86.
Run count starts from zero

Breach of contract occurs due to 3rd consecutive cycle under 90% compliance.
Run count starts from zero and is part of cycle continuing into next calendar year.

Note that late run penalties and performance credits are still evaluated monthly based on that month's performance.

Example 2: 109 runs during previous calendar year.
Requires 62 cumulative runs for statistical validity (see Attachment 8)

Monthly Compliance			Cumulative			Late Run Penalties	RT <90% Penalties
Total	On-Time	Late	Total	On-Time	Late		
14	13	1	14	13	1	\$13	
7	7	0	21	20	1	\$0	
8	5	3	29	25	4	\$80	
6	6	0	35	31	4	\$0	
9	8	1	44	39	5	\$10	
12	10	2	56	49	7	\$55	
8	8	0	64	62	2	\$0	
11	10	1	11	10	1	\$20	
9	9	0	20	19	1	\$0	
15	13	2	35	32	3	\$54	
9	8	1	44	40	4	\$10	
13	12	1	57	52	5	\$63	
						\$305	\$940

EOA response time calculation made since cumulative runs reached 62.
Run count starts from zero

Part of cycle continuing into next calendar year.

ICEMA ADMINISTRATIVE COST EXAMPLE

ADMIN/OFFICE

Employees 4.3

Rent	\$22,185	
S&S	\$19,699	
Subtotal	\$41,884	\$41,884

EMPLOYEE DETAIL

Classification	Salary	% Use	Total
<i>Program Manager</i>	\$101,000	100.00%	\$101,000
<i>Automated Systems Analyst</i>	\$76,600	80.00%	\$61,280
<i>Admin Clerk</i>	\$59,900	50.00%	\$29,950
<i>Staff Analyst II</i>	\$86,700	100.00%	\$86,700
<i>OA III</i>	\$51,100	100.00%	\$51,100
Subtotal			\$330,030

OVERHEAD	% use	Total	
<i>Local Admin</i>	1.00%	\$3,300	
<i>Indirect Admin</i>	19.00%	\$62,706	
Subtotal		\$66,006	\$66,006

TOTALS	FY 06/07	\$437,920
---------------	-----------------	------------------

Administration Fee by EOA -- FY 2006/2007

Based on 12 Month Period Calendar Year 2005

Operating Area	Provider	Annual Transports	Percent Transports	Admin Fee*	Quarterly Fee
1	AMR - Rancho Cucamonga	9,619	9.51%	\$41,657	\$10,414.14
2	AMR - Rancho Cucamonga	4,116	4.07%	\$17,825	\$4,456.24
3	AMR - Rancho Cucamonga	8,556	8.46%	\$37,053	\$9,263.27
4	AMR - Rancho Cucamonga	8,401	8.31%	\$36,382	\$9,095.45
5	AMR - San Bernardino	154	0.15%	\$667	\$166.73
6	AMR - San Bernardino	20,422	20.20%	\$88,441	\$22,110.15
7	AMR - Redlands	2,302	2.28%	\$9,969	\$2,492.29
8	AMR - Redlands	7,129	7.05%	\$30,873	\$7,718.31
9	AMR - Redlands	1,431	1.42%	\$6,197	\$1,549.29
10	Crest Forest FD	596	0.59%	\$2,581	\$645.27
11	AMR - Redlands	76	0.08%	\$329	\$82.28
12	AMR - Victorville	13,427	13.26%	\$58,148	\$14,536.92
13	Desert Ambulance Service	3,365	3.33%	\$14,573	\$3,643.16
14	Morongo Basin Ambulance **	3,362	3.32%	\$14,560	\$3,639.91
15	Morongo Basin Ambulance	0	0.00%	\$0	\$0.00
16	Wrightwood FD	1,347	1.33%	\$6,187	\$1,546.75
17	Pasadena FD	5,010	4.95%	\$21,897	\$5,424.14
18	Lake Arrowhead FD	886	0.88%	\$3,837	\$959.24
19	Running Springs FD	353	0.35%	\$1,529	\$382.18
20	Bear Valley Paramedics	1,639	1.62%	\$7,098	\$1,774.49
21	Yucca Valley FD	1,301	1.29%	\$7,800	\$1,949.58
22	Needles Ambulance Service	660	0.65%	\$2,858	\$714.56
23	Baker Emergency Services	592	0.59%	\$2,564	\$640.94
24	San Jacinto Valley FD	1,119	1.11%	\$4,893	\$1,223.25
25	Lucerne Valley FD	554	0.55%	\$2,399	\$599.50
26	Elbert Ambulance	1,132	1.13%	\$4,872	\$1,218.00
27	Heavasu FD	76	0.08%	\$329	\$82.28
5	Blair FD	4,932	4.86%	\$21,369	\$5,339.70
		101,121	100.00%	\$437,920	\$109,480.00

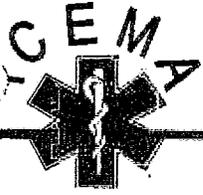
* Admin fee is based on amount entered as total at bottom of column and multiplied by the provider percentage. Changing the total will change the EOA fees.

** Separate numbers not available for EOAs 14 and 15. Numbers for EOA 14 above reflect both EOA 14 and EOA 15.

White Contracts currently in effect
 Yellow MOU providers -- contracts not signed
 Gray 2005 Ambulance - no contracts
 Purple 2006 Ambulance - no contracts

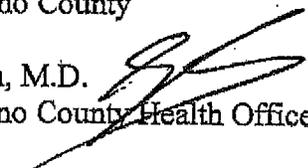
INLAND COUNTIES EMERGENCY MEDICAL AGENCY

515 N Arrowhead Avenue
San Bernardino CA 92415-0060
(909) 388-5823 Fax (909) 388-5825



April 4, 2006

TO: Ambulance Providers
San Bernardino County

FROM: Eric Frykman, M.D. 
San Bernardino County Health Officer

SUBJECT: FY 2006/2007 Ambulance Rate Adjustment

In conformance with Section 31,0820 (f), Chapter 8, Division 1 of Title 3 of the San Bernardino County code pertaining to ambulance services, the following represents ambulance rate adjustments effective July 1, 2006.

Ambulance Rate Adjustment Calculation FY 2006-2007

Ambulance Rate Components	Base Rate FY 2005 Rate		Increase 5% x Base Rate		Final Rate FY 2006 Rate	
	Urban Operating Areas	Rural/ Wilderness Operating Areas	Urban Operating Areas	Rural/ Wilderness Operating Areas	Urban Operating Areas	Rural/ Wilderness Operating Areas
	Advanced Life Support (ALS) Base Rate (All Inclusive)	\$854.03	\$939.44	\$42.70	\$46.97	\$896.73
Basic Life Support (BLS) Rate	\$392.09	\$431.30	\$19.60	\$21.57	\$411.70	\$452.87
Emergency Fee	\$154.17	\$169.58	\$7.71	\$8.48	\$161.87	\$178.06
Oxygen	\$95.60	\$105.16	\$4.78	\$5.26	\$100.38	\$110.42
Night Charge	\$110.38	\$121.42	\$5.52	\$6.07	\$115.90	\$127.49
Critical Care Transport	\$1,035.66	\$1,139.21	\$51.78	\$56.96	\$1,087.44	\$1,196.18
Mileage (per mile or fraction thereof)	\$16.21	\$16.21	\$0.81	\$0.81	\$17.02	\$17.02
Wait Time	\$28.95	\$28.95	\$1.45	\$1.45	\$30.40	\$30.40
EKG	\$65.82	\$65.82	\$3.29	\$3.29	\$69.12	\$69.12

Base Rate + (5% x Base Rate) = Final Rate

Note: Maximum increase of 5% applied based on ordinance language.

Actual CPI Average equaled 6.22%

Please note that the FY 2006 rate is based on a 5% increase. The actual CPR average equaled 6.22%. The County code states "Yearly CPR adjustments shall not exceed five percent (5%) for any single year."

April 4, 2006

The attached "Ambulance Service Rate Definitions" will be utilized in the application of the rates.

These rates shall be in effect within ten (10) days after having been published in a newspaper of general circulation within the effective service areas(s), once a week for two (2) weeks. Please forward copies of the newspaper publications to ICEMA.

DF/wp
Enc. (1)

Ambulance Service Rate Definitions

NOTE: Rates are allowable only upon transport of a patient

BLS Base Rate:

1. When an EMT-I staffed ambulance responds to a call; or
2. When a paramedic staffed ambulance responds to a scheduled call when not requested and/or paramedic intervention is not provided.

ALS All Inclusive Rate:

Any response of an approved advanced life support (paramedic) transport provider to a request for service. This charge will include, but not necessarily be limited to, the provision of the following:

1. An authorized paramedic staffed and equipped ambulance response.
2. Care modalities including cardiac monitoring, telemetry, IV administration, drug administration, defibrillation, blood draw, wound dressing, splinting and disposable first aid and medical supplies related to such care and treatment.

Emergency:

Applies when a BLS scheduled response is upgraded to emergency status either in response or during transport. **This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.**

EKG Monitoring:

Applies when EKG Monitoring is performed as per protocol or base hospital order. **This charge is included in the ALS All Inclusive Rate and cannot be charged in addition to the ALS All Inclusive Rate.** In most cases, this charge is broken out as a line item for Medi-Cal which does not recognize the charge in the ALS Base Rate.

Mileage:

Applies for each patient mile or fraction thereof from point of pick-up to destination.

Night:

Applies for services provided between the hours 1900 and 0659, military time.

Oxygen:

Applies for services provided whenever oxygen is administered. This charge is inclusive of material such as tubing, masks, etc., which may be used for the administration of oxygen.

Wait Time:

Applies to scheduled calls and is charged per fifteen minutes of waiting time or portion thereof, after the first fifteen minute period lapse occurs when an ambulance must wait for a patient at the request of the person/organization hiring the service. This rate is not contractual "stand-by" charge rate for special events.

Critical Care Transport:

Applies to an authorized ALS ambulance company approved to utilize medical personnel needed to provide care/monitoring at level above paramedic scope of practice to provide ALS interfacility transports according the ICEMA policy.

DATE	TIME	PATS	INCIDENT #	RUN DATE	CITY	RUN CODE	OTHER TRANSPORT PROVIDER	UNIT	OTHER ICEMA #
						TO			
						FROM			

CATEGORY	Mech of Injury TRAUMA ONLY	PRIOR CARE	none <input type="checkbox"/> medical <input type="checkbox"/> FD/BLS <input type="checkbox"/>
	citizen <input type="checkbox"/> other <input type="checkbox"/> law enf. <input type="checkbox"/> FD/ALS <input type="checkbox"/>		
auto/truck-MVA <input type="checkbox"/>	SEATBELT <input type="checkbox"/>	BASE HOSP <input type="checkbox"/>	REC'D HOSP <input type="checkbox"/>
trauma <input type="checkbox"/>	motorcycle <input type="checkbox"/>	NO CONTACT	
cardiac <input type="checkbox"/>	HELMET <input type="checkbox"/>		
respiratory <input type="checkbox"/>	gunshot <input type="checkbox"/>		
amputation <input type="checkbox"/>	stabbing <input type="checkbox"/>		
behavior/OD <input type="checkbox"/>	assault <input type="checkbox"/>		
5150 <input type="checkbox"/>	near-drowning <input type="checkbox"/>		
burn <input type="checkbox"/>	fall >20' <input type="checkbox"/>		
domest viol <input type="checkbox"/>	biting <input type="checkbox"/>		
environment <input type="checkbox"/>	blunt injury <input type="checkbox"/>		
obstetric <input type="checkbox"/>	multiple mech. <input type="checkbox"/>		
poisoning <input type="checkbox"/>	oth penetrating <input type="checkbox"/>		
spinal inj <input type="checkbox"/>	oth <input type="checkbox"/>		
oth medical <input type="checkbox"/>	other <input type="checkbox"/>		
transfer <input type="checkbox"/>	unknown <input type="checkbox"/>		

CALL RCD	EN ROUTE	ARRIVE	DEPART	ARRV DEST

SYSP	RESPIRATE	EFFORT	CAC REFL
>90 <input type="checkbox"/>	10-24 <input type="checkbox"/>	normal <input type="checkbox"/>	normal <input type="checkbox"/>
70-90 <input type="checkbox"/>	25-35 <input type="checkbox"/>	shallow <input type="checkbox"/>	delayed <input type="checkbox"/>
50-69 <input type="checkbox"/>	>35 <input type="checkbox"/>	or retract <input type="checkbox"/>	none <input type="checkbox"/>
<50 <input type="checkbox"/>	<10 <input type="checkbox"/>	or none <input type="checkbox"/>	
0 <input type="checkbox"/>	0 <input type="checkbox"/>		

BEST MOTOR	BEST VERBAL	obedient <input type="checkbox"/>	purposeful <input type="checkbox"/>
spontan <input type="checkbox"/>	confused <input type="checkbox"/>	withdrawal <input type="checkbox"/>	flexion <input type="checkbox"/>
to voice <input type="checkbox"/>	inappropriate <input type="checkbox"/>	flexion <input type="checkbox"/>	extension <input type="checkbox"/>
to pain <input type="checkbox"/>	incomprehens <input type="checkbox"/>	extension <input type="checkbox"/>	none <input type="checkbox"/>
none <input type="checkbox"/>	none <input type="checkbox"/>	none <input type="checkbox"/>	

GCS/TRS	14-15=5	11-13=4	8-10=3	5-7=2	3-4=1
SR	SB	ST	VT	SVT	
Afb	AFL	AT	AVB	ASY	Oth

AIRTEMPS PLACED	PT CONDITION	WIC	SPECIAL STUDS
IV <input type="checkbox"/>	change <input type="checkbox"/>	salina <input type="checkbox"/>	medications <input type="checkbox"/>
IO <input type="checkbox"/>	no change <input type="checkbox"/>	SL <input type="checkbox"/>	skills <input type="checkbox"/>
ET <input type="checkbox"/>			other <input type="checkbox"/>
ET nasal <input type="checkbox"/>			
ET oral <input type="checkbox"/>			

OUTCOME	WHY SELECTED	ICEMA NO.	ATTENDANT #1 CERT NO	ATTENDANT #2 CERT NO	THIS FORM BY PROVIDER	UNIT
cancelled en route <input type="checkbox"/>	major trauma <input type="checkbox"/>					
dry run-no pt <input type="checkbox"/>	patient request <input type="checkbox"/>					
transport refused <input type="checkbox"/>	diversion <input type="checkbox"/>					
transport-ground <input type="checkbox"/>	closest <input type="checkbox"/>					
transport-air <input type="checkbox"/>	peds trauma <input type="checkbox"/>					
obviously dead <input type="checkbox"/>	reroute <input type="checkbox"/>					
	other <input type="checkbox"/>					

MAKE NO MARKS IN THIS AREA