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SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: EXECUTIVE OFFICE

SUBMITTAL DATE: January 27, 2003

SUBJECT: Grand Jury Report: Community Health Agency – Advanced Life Support Ambulance Contract with Riverside County

RECOMMENDED MOTION: That the Board of Supervisors:

1) Approve with or without modifications, the attached response to the Grand Jury's recommendations regarding the Community Health Agency – Advanced Life Support Ambulance Contract with Riverside County.

2) Direct the Clerk of the Board to immediately forward the Board's finalized response to the Grand Jury, to the Presiding Judge, and to the County Clerk-Recorder (for mandatory filing with the State).

BACKGROUND: On November 26, 2002 the Board directed staff to prepare a draft of the Board's response to the Grand Jury's report regarding the Community Health Agency – Advanced Life Support Ambulance Contract with Riverside County.

Section 933(c) of the Penal Code requires that the Board of Supervisors comment on the Grand Jury's recommendations pertaining to matters under the control of the Board, and that a response be provided to the Presiding Judge of the Superior Court within 90 days.

TONY CARSTENS
Deputy County Executive Officer

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FINANCIAL DATA: N/A				
CURRENT YEAR COST	\$	ANNUAL COST:	\$	
NET COUNTY COST	\$	IN CURRENT YEAR BUDGET:	Yes/	No/
		BUDGET ADJUSTMENT FY:	Yes/	No/

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION: **APPROVE**

County Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Wilson, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Ashley
Noes: None
Absent: None
Date: January 28, 2003
xc: E.O., Grand Jury, CHA, COB

Nancy Romero
Clerk to the Board
Deputy

3.2

Department Recommendation: Consent Policy
Per Executive Office: Consent Policy

SPECIFIC FINDINGS AND RECOMMENDATIONS

HEALTH AND HUMAN RESOURCES

COMMUNITY HEALTH AGENCY – ADVANCED LIFE SUPPORT AMBULANCE CONTRACT RIVERSIDE COUNTY

FINDINGS:

1. *Three options available prior to the expiration of the contract are:*

- *Activate the first of the two three-year extensions*
- *Renegotiate the terms of the contract with AMR*
- *Give notice of intent not to renew and publish a Request for Proposal (RFP) for a new contract*

Respondent agrees with the finding.

2. *The Riverside County EMS Agency Protocol, Policy and Procedure Manual places the responsibility to “conduct disaster planning and coordination” upon EMS.*

Respondent disagrees partially with the finding.

To clarify: The Riverside County Fire Department, Emergency Services Division has the overall responsibility for disaster coordination, not the EMS Agency.

The EMS Agency Policy Manual specifies that is the responsibility of the EMS Agency to conduct the medical aspects of disaster planning and coordination only. The EMS Agency is not responsible for all aspects of disaster planning.

3. *The contract, page 4, paragraph 1.3, requires the County to incorporate the operation of the Contractor as an exclusive emergency ambulance provider into the County's ALS, disaster planning programs, and trauma systems. The office of the Riverside County Fire Department was not included in the development of this contract.*

Respondent agrees with the finding.

4. *The Riverside County Fire Department, Emergency Service Division (ESD), Office of Emergency Services is responsible for coordinating the emergency preparedness and disaster recovery plan. The exclusion of other ambulance providers and fire departments will adversely impact ESD's ability to meet its responsibilities.*

Respondent disagrees partially with the finding.

The County/AMR contract does not exclude other ambulance providers and fire departments from participating in response to or recovery from disasters. The contract specifies that AMR will be included in the response and recovery. Other ambulance providers (public and private) are included in disaster planning, response and recovery.

5. ***Response-time zones were established when the contract was first authorized. There continues to be population changes within certain Exclusive Operating Areas resulting in expanded urbanized areas. This impacts upon present response time requirements and the staging of ambulances within these zones.***

Respondent agrees with the finding.

6. ***Required response times are divided into three categories for code 3 requests ("Obligations of Contractor" – Schedules A and E):***
- ***10-minute response-time zone: city and urban areas***
 - ***14-minute response-time zone: rural areas***
 - ***20-minute response-time zone: more rural (remote) areas***

Respondent disagrees partially with the finding.

The County/AMR contract also has "best effort" response-time zones where AMR is not required to meet a specific response time. Best effort zones are wilderness or extremely rural areas where it is not possible to have a set response time.

7. ***The contractor is required to meet all response-time criteria 90% of the time within each of the seven exclusive operating areas (zones) and overall for all the seven zones. The contractor is assessed a fine for each individual call where response time is not met, even though the average response time for the zone is met or exceeded.***

Respondent agrees with the finding.

8. ***The contractor pays the EMS Agency response-time fines of approximately \$500,000 annually, and are distributed as follows: 20% to EMS Agency for contract administration, 80% to Riverside County Fire Department and the cities where the fines occurred.***

Respondent agrees with the finding.

9. ***The contractor also reimburses the Riverside County EMS Agency approximately \$495,000 annually for dispatch services and database management. The funds are managed by EMS and are adjusted annually commensurate with the contractor's net increase.***

Respondent agrees with the finding.

10. ***Ambulance service rate adjustments may be reviewed annually, or upon request from the contractor. Any increases awarded are calculated on the basis of the Consumer Price Index (CPI), the collection rate as reported by the contractor, and any extraordinary contractor expenses. The EMS Agency reimbursement is increased at the same percentage rate.***

Respondent disagrees partially with the finding.

The EMS Agency "reimbursement" is increased based on the contractor's "net" increase in rates.

11. ***The EMS Agency Director, as contract administrator, may approve any net increase up to 5% within his discretionary control of the contract elements. Net increases greater than 5% must be approved by the Board of Supervisors.***

Respondent agrees with the finding.

12. ***There have been no reported audits of the money transactions between the contractor and the EMS Agency over the term of the contract.***

Respondent agrees with the finding.

13. ***Each Exclusive Operating Areas has an EMS administrative group (contract, Schedule E, 1) to monitor contract performance and make recommendations to the EMS Agency for improvements to the system.***

These reports or recommendations are not forwarded to the Board of Supervisors for review or action.

Respondent agrees with the finding.

- 14. *In many cases the first responder to a 911 medical emergency is a fire department unit containing a firefighter/paramedic. The fire fighter/paramedic stabilizes the patient who is then released to the arriving ambulance for continued care and transport to a treatment/trauma facility.***

Respondent agrees with the finding.

- 15. *The contract authorizes the use of a BLS ambulance to transport persons who, as a result of a mental disorder, are a danger to themselves or others, or are gravely disabled as defined in California Welfare and Institutions Code Section 5150. These persons are referred to as "5150" patients.***

Respondent agrees with the finding.

- 16. *In their memorandum dated November 30, 2001, EMS authorized additional ALS service providers throughout the county from which mutual aid may be arranged and backup provided.***

Respondent disagrees wholly with the finding.

The EMS Agency periodically distributes the list of approved ambulance providers in the County. This list includes approved "ALS (paramedic) Providers," "BLS (non-emergency) Providers" and "CCT (critical care transfer) Providers." The contractor is to arrange mutual aid and back-up from emergency ALS providers in contiguous zones or in neighboring counties. While the EMS Agency list may be helpful to the contractor in ascertaining entities authorized to operate in the county, it is not intended to limit the providers from whom the contractor should arrange mutual aid and/or back-up services.

RECOMMENDATIONS:

- 1. *Board of Supervisors renegotiates the existing AMR contract.***

The recommendation has been implemented.

On November 26, 2002, the Board of Supervisors directed the EMS Agency to renegotiate the existing contract with AMR. The EMS Agency has formed an advisory committee to assist with this process. The first meeting of the advisory committee was December 19, 2002.

2. *Riverside County Fire Chief or his designee be included in any ambulance contract renegotiation process.*

The recommendation has been implemented.

On November 26, 2002, the Board of Supervisors directed the EMS Agency to include the County Fire Chief on the renegotiation group. The County Fire Chief is a participating member of the group.

3. *Board of Supervisors review all ambulance rate adjustments prior to approval.*

The recommendation has not yet been implemented, but will be in the future.

The EMS Agency will include this recommendation in the new renegotiated contract with AMR. The goal is to have this contract approved by the Board of Supervisors by June 30, 2003.

4. *Increases in reimbursement rates to EMS be based upon their justifiable increase cost of administering the contract. Contractor's operating costs, fines, or reimbursement rate should not be factored in.*

The recommendation requires further analysis.

When the original AMR contract was put into place, the contract required more staff and oversight by the EMS Agency than was in place at the time. The EMS Agency must analyze how to recoup its on-going costs in administering the AMR contract.

The EMS Agency will complete its analysis by May 2003.

5. *EMS and Contractor review population changes annually and restructure response time areas appropriately.*

The recommendation has not yet been implemented but will be implemented in the future.

This recommendation is part of the scope of the Contract Renegotiating Advisory Committee. The Committee will be working on this issue and should be implemented when the AMR contract is completed with a goal date of June 2003.

6. Increase ambulance response times based upon the effectiveness of the first responder firefighter/paramedic in an effort to minimize contractor performance fines.

The recommendation requires further analysis.

The Contract Renegotiating Advisory Committee will be looking at the response time parameters in the contract. Recommendation 6 will be reviewed as part of that process.

The EMS Agency and the Advisory Committee will complete its analysis by May 2003.

7. EMS delete the word "exclusive" from page 4, paragraph 1.3 of the current contract regarding disaster planning and management.

The recommendation has not yet been implemented, but will be implemented in the future.

Page 4, paragraph 1.3 will be written to make clear that the contractor is part of the disaster response and recovery operation but not the only ambulance provider included. This change will be included in the renegotiated contract with a goal date of June 2003.

8. EMS include the Riverside County Fire Department, Emergency Services Division in their disaster coordination responsibilities.

The recommendation has been implemented.

To clarify: The Riverside County Fire Department, Emergency Services Division, has the overall responsibility for disaster coordination, not the EMS Agency.

The EMS Agency has always worked closely with the Emergency Services Division and will continue to do so in the future.

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- 9. The EMS agency report at least annually, to the Board of Supervisors, all recommendations made by the EMS Administrative Group and related actions proposed or taken. The annual report to include an independent CPA financial audit of ambulance contract transactions.**

The recommendation has not yet been implemented but will be implemented in the future.

Renegotiation of the AMR contract has only begun. This recommendation will be included in the revised contract with a goal date of June 2003.

- 10. The subject of prehospital management of "5150" patients be restudied in any renegotiation of the contract. The contractor be required to utilize a BLS ambulance or other cost-effective forms of transportation for those patients.**

The recommendation has not yet been implemented but will be implemented in the future.

The "5150" issue is one of the points that the Contract Renegotiation Advisory Committee will be addressing. The goal is to have the revised contract approved by June 2003.