

19. Approve Ninth Amendment to Agreement with Rural/Metro of California relating to providing 911 emergency paramedic and ambulance services, extending the agreement for an 18-month period through December 31, 2025, with three one-year extension options, that has been reviewed and approved by County Counsel as to form and legality. (ID# 24-5550)



24-5550

DATE: April 16, 2024

TO: Board of Supervisors

FROM: James R. Williams, County Executive

SUBJECT: 911 Emergency Ambulance Services Contract Extension

RECOMMENDED ACTION

Approve Ninth Amendment to Agreement with Rural/Metro of California relating to providing 911 emergency paramedic and ambulance services, extending the agreement for an 18-month period through December 31, 2025, with three one-year extension options, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS

The recommended action will increase revenue in the General Fund through an increase in cost-recovery fees paid to the County of \$3.5 million annually.

CONTRACT HISTORY

The County Emergency Medical Services Agency (“EMS Agency”) oversees all emergency medical services (ambulance responses and transports) throughout the county and has historically delivered these services through a contract with a single ambulance provider.¹

The County and its current ambulance provider, Rural/Metro, entered into the original Emergency Medical Services Agreement on December 10, 2010. Under this agreement, Rural/Metro provides Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services countywide. The original contract with Rural/Metro took effect on July 1, 2011, with a term of five years and with two optional three-year extensions. Rural/Metro was subsequently acquired by American Medical Response (AMR). The first optional extension was exercised in 2016 and the second in 2019.

In 2018, the EMS Agency conducted an RFP process that did not result in any responsive bids. In June 2019, the EMS Agency began the planning process for initiating a new RFP process, starting with convening a stakeholder group to explore and provide input on the

¹ The only exception to this is the City of Palo Alto, which is a grandfathered city by section 201 of the state EMS Act and provides its own ambulance services. Even with respect to Palo Alto, however, the EMS Agency has responsibility for credentialing, patient care standards, and numerous other regulatory obligations and duties.

various options available to the County for emergency medical response, including by assessing models used in other jurisdictions.

In March 2020, however, plans for the stakeholder group were put on hold due to the COVID-19 pandemic, and the EMS Agency determined it was therefore necessary to extend the ambulance services contract with Rural/Metro. The Board approved an extension of the AMR/Rural Metro contract for two years through June 2024, with an option for the EMS Agency to extend the contract for an additional three years.

California Health & Safety Code Section 1797.224 requires a competitive process to be conducted for any ambulance service provider contract in which services will be provided within an “exclusive operating area” (EOA). The County has long utilized the EOA structure, under which a single provider is required to provide EMS service to the entire county and is the only provider authorized to do so, because the EOA structure ensures that service can be provided throughout the County’s entire geographic region. This approach ensures sufficient incentive, economies of scale, and volume to support EMS service delivery to areas of the county with few residents, greater distance from population centers, or fewer residents with private insurance.

The EMS Agency is required to submit any draft RFP, through which an exclusive EMS agreement will be awarded, to the California Emergency Medical Services Authority (Cal EMSA) for approval prior to release. (Cal. Health & Safety Code section 1797.224.) Cal EMSA is responsible for the coordination and integration of all State activities regarding EMS. (Cal. Health & Safety Code section 1797.103.) Local Emergency Medical Services Agencies (LEMSAs), such as the County EMS Agency, are charged with planning, operating, and evaluating a county-level EMS system in accordance with applicable law. (Cal. Health & Safety Code section 1797.200.)

REASONS FOR RECOMMENDATION AND BACKGROUND

Extending the existing ambulance services agreement at this time is recommended for the following reasons:

To allow sufficient time to collect data and assess recent EMS system enhancements to inform a future RFP

To improve ambulance availability and timeliness, as well as to increase EMS system efficiency, a series of efforts are underway (as previously reported to the Health and Hospital Committee). Collectively, these items require data to inform the structure of the next RFP, as well as to provide prospective bidders with accurate information to ensure a competitive and successful RFP process.

Increased Deployment of Basic Life Support Ambulances

The EMS Agency has already approved deployment of basic life support (BLS) ambulances, staffed with two EMTs, to supplement the advanced life support (ALS) ambulances staffed by one EMT and one paramedic. When patient assessment indicates a lower acuity problem, or when a 911 call’s triage indicates a lower acuity problem, a BLS ambulance can be dispatched. This added support is anticipated to significantly reduce the burden caused by

higher call volume and lower acuity calls, which comprise approximately 26% of ambulance response, ensuring ALS ambulance availability to respond to higher acuity calls.

Implementation of a Nurse Navigator Pilot Program

Nurse Navigation services will be piloted at County Communications and other jurisdictions that have medical calls triaged by County Communications. Meetings with multiple stakeholders are ongoing to begin implementation of this pilot program. Work groups comprised of first responders, system partners, and other stakeholders are meeting to define the clinical determinants for nurse navigation, call flow, field referral, community education, and alternative destinations, including engaging alternative destinations for participation in the pilot. A pilot nurse navigator program is anticipated to launch in Spring 2024.

Under the Nurse Navigation program, 911 callers with non-emergency injuries or illnesses can be transferred to a “nurse navigator” who can assess the symptoms and refer the individual to the most appropriate level of medical care. This pilot can decrease low acuity ambulance calls as well as get patients to the right level of care, which may or may not include a hospital emergency department.

Nurse Navigators are licensed nurses and have professional experience in emergency nursing or urgent care. They are also specially trained in the practice of telephone triage.

The Nurse Navigators will direct callers to the appropriate path for treatment and help coordinate a patient’s care. A Nurse Navigator may determine a virtual appointment with a physician is the best option, or they may schedule ride-share transportation for a patient to the nearest urgent care clinic for an exam.

This specialized response to 911 calls ensures that patients get the right care at the right time at the right place. By offering a tailored approach to care for this subset of non-emergency callers, this service can also help reduce wait times at the hospital and free up more ambulances to respond to emergencies.

If this pilot is successful, the EMS Agency plans to work with the other dispatch centers that do medical call triage to expand the program.

Utilization of Non-Ambulance Transport Services

Non-ambulance transport services will be deployed to assist patients who are not experiencing an emergency or do not require an ambulance. This type of transport, which can be performed via a fleet vehicle configured with the necessary emergency medical equipment and safety restraints and staffed with one EMT, may be used to transport non-medical psychiatric patients.

Ambulance Patient Offload Time (APOT) at hospitals

When ambulances must wait for extended periods of time at hospitals, they are functionally out of service. On occasion, ambulances are waiting with low acuity patients for hours for the patient to be accepted into the emergency department and the ambulance to be released back into service. The EMS Agency and local hospitals are working collaboratively on improvement plans to meet the California EMS Authority’s target APOT of 20 minutes.

Possible solutions could include:

1. Structured interval reassessment during extended ambulance delays at impacted hospitals. When possible, the Emergency Department triage nurse will formally assess ambulance patients according to their existing triage system after 30 minutes has been exceeded and place the lowest acuity patients that are cooperative and ambulatory in the ED waiting room.
2. Joint decision making between ambulance crew and hospital personnel.
3. Continued communication of patient status between ambulance crew and hospital personnel.
4. Patients may be transferred to EMT personnel from a paramedic after a detailed assessment in accordance with County EMS Agency Policy. When hospital space and EMT availability are adequate, this allows paramedic-level ALS ambulances to return to service and be available for response in the 911 system.

To account for significant existing legal/regulatory uncertainty

The legal landscape governing EMS service delivery in California is in a state of flux, with pending litigation and imminent regulatory changes likely to have a significant impact on future delivery models. For example, there is significant ongoing litigation with the County of Santa Barbara and the County of Sonoma.² Both disputes are related to the counties' contracts for ambulance services and use of alternative models. While these cases are dependent on specific facts that are not identical to our County's current contract situation, the outcomes are likely to affect such factors as exclusivity in ambulance agreements and the proper process for a request for proposals. In addition to pending litigation, the California Emergency Medical Services Authority (Cal EMSA) is expected to release new proposed rules this year that will dictate the requirements of the competitive process that counties must undertake to establish an enforceable exclusive operating area. Because of the significant likelihood that the litigation and upcoming new regulations will drastically affect core components of future ambulance contracts, Administration recommends extending the current contract to allow these legal developments to unfold.

To allow sufficient time to explore alternative service delivery models

Potential EMS service delivery models used in other jurisdictions include the current private ambulance provider model, use of a public provider (either the County itself or another public entity), or a public-private partnership. Execution of an extension to the existing ambulance services agreement would allow the new Administration sufficient time to evaluate these alternative service delivery models to inform an upcoming RFP, especially in the context of the shifting legal requirements and models being used by other jurisdictions.

² In *American Medical Response West v. County of Sonoma*, Case No. SCV-272948 (Cal. Sup. Ct. 2023), AMR alleges that the County of Sonoma unfairly withheld material facts regarding the state's decision to deem AMR's operating area in the county non-exclusive during the parties' negotiation of a contract extension. In *American Medical Response West v. County of Santa Barbara*, Case No. 23CV04250 (Cal. Sup. Ct. 2023), AMR contends that the County of Santa Barbara unfairly worked with Santa Barbara County Fire District to cancel a competitive solicitation process that would have resulted in a contract award to AMR and instead initiated a contract with the Fire District. A preliminary injunction was issued against the county in the *Santa Barbara* case.

To allow sufficient time to achieve EMS system stabilization in the wake of recently announced service reductions

On February 14, 2024, Regional Medical Center (RMC) informed the Emergency Medical Services Agency that, effective August 12, 2024, RMC intends to terminate its Hospital Designation Agreement as a Level II Trauma Center, ceasing all trauma services, as well as ceasing STEMI (ST-elevation Myocardial Infarction) services, and decreasing Stroke services from Comprehensive to Primary stroke care. Per California Health and Safety Code section 1300 and EMS Agency Policy, the EMS Agency has notified specified stakeholders of the planned reduction of services and will complete and distribute a draft EMS Impact Evaluation and conduct a public hearing. Through the Impact Evaluation process and in the months to come, the EMS Agency will be closely monitoring EMS system resources and recommending adjustments accordingly to promote system stability and mitigate any risks to the public of the reduction in emergency services at RMC. These local system changes are likely to have an effect on the next RFP process.

The cumulative impact of these items poses significant challenges in drafting an appropriate RFP in the current environment that is likely to lead to competitive proposals. Accordingly, Administration recommends extending the current agreement.

The proposed Ninth Amendment would extend the current agreement for an initial 18-month period, provide for three additional one-year options to extend solely at the County's discretion, and make changes to the contract to reflect the current system status and pilot initiatives. These changes include the Nurse Navigator program, BLS ambulances, and use of additional ALS ambulances in the system. The Ninth Amendment also includes an updated fee for enhanced partial cost recovery for County Communications, allows an increase in rates for Rural/Metro that still ensures rates are the lowest among all Bay Area counties, and modifies certain liquidated damages provisions to, *inter alia*, reflect the inability of the County to currently appropriately calculate damages based on the current computer-aided dispatch situation at County Communications.

COMMITTEE RECOMMENDATIONS

At the March 19, 2024 Health and Hospital Committee (HHC) meeting, Supervisor Lee noted the challenging recruitment environment for paramedics, and that these challenges have impacted AMR's performance. He requested quarterly reports to HHC during the term of the contract extension to provide the Committee with updates on stakeholder engagement and the progress of efforts to assess both EMS system stability and pilot options for system redesign. Supervisor Simitian expressed concerns about the length of the term (three years) in the County's unilateral option to extend and requested that Administration consider recommending a shorter-term extension, subject to negotiations with AMR, such as for a one-year term with two one-year options.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The current contract with Rural/Metro expires June 2024, with one unilateral option to extend the agreement for an additional three years. The option must be exercised by May 1, 2024. In the absence of the Ninth Amendment, the County Executive will exercise the County's unilateral option to extend the term of the current contract for a three-year period through June 30, 2027, under existing terms.

STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors is requested to notify John Blain, Wesley Dodd, and Jeff Mullin when the Ninth Amendment is executed and provide them with electronic copies of the executed Amendment.



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

This Section to be completed by County Staff after Form is completed by Contractor:

Date of Board of Supervisors Meeting

April 16, 2024

When Agreement/Amendment Will Be Considered:

Legislative File No.:

24-5550

Instructions to Contractor for Completion of Form:

For any contract or grant/sponsorship agreement (including amendments) with the County of Santa Clara ("Agreement") that will be submitted to the County of Santa Clara Board of Supervisors for consideration, any party entering into the Agreement with the County ("Contractor") must:

- 1) Fill out Sections A, B, C, and D of this form.
 - a. For Section B, list any subcontractors identified in Contractor's solicitation/grant proposal and/or in Contractor's Agreement with the County ("Subcontractor").
- 2) Provide a separate Levine Act Subcontractor Form: Identification of Agents to each Subcontractor, if any, listed in Section B, and collect a completed form from each Subcontractor.
- 3) Provide this form and each completed Levine Act Subcontractor Form: Identification of Agents to the designated County of Santa Clara contract manager for this Agreement.

NOTE: This form is for the identification of Contractor's Subcontractors and agents only. If a Contractor, Subcontractor, or their agents have any campaign contributions they are required to disclose pursuant to the Levine Act, they must separately disclose those contributions. They may make such disclosures online at <https://www.sccgov.org/levineact>.

SECTION A – CONTRACTOR AND AGREEMENT INFORMATION

Contractor Legal Name

(include d/b/a if applicable):

American Medical Response West

Title or Short Description of Agreement:

Emergency medical services

SECTION B – SUBCONTRACTORS FOR THIS AGREEMENT

Provide list of Contractor's Subcontractors for this Agreement:

	Name of Subcontractor(s):
1.	
2.	
3.	
4.	

If there are more than four Subcontractors, please submit a supplemental form. If attaching a supplemental form, check this box: ☐

If no Subcontractors, check this box: ☒

(Continue to page 2)



Levine Act Contractor Form:
Identification of Subcontractors and Agents

Completed form submitted to the County of Santa Clara is a public record.

SECTION C – CONTRACTOR’S AGENTS

Provide list of Contractor’s Agents (as that term is defined under [Government Code section 84308](#) and [California Code of Regulations section 18438.3ⁱ](#)) for this Agreement:

	Name of Agent(s):	Name of Agent’s Firm (if applicable):
1.		
2.		
3.		
4.		
5.		
6.		

If no Agents, check this box: ☒

SECTION D – CONTRACTOR SIGNATURE

The undersigned declares that they are a representative of Contractor and are empowered to represent, bind, and execute contracts on behalf of the firm or individual. The undersigned declares that all statements in this Form are true and correct.

Darryl McClanahan

Region Director

Printed Name

Title

DocuSigned by:

4/12/2024

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Contractor’s Authorized Representative Signature

Date

ⁱ California Code of Regulations section 18438.3 states:

(a) A person is the ‘agent’ of a party to, or a participant in, a pending proceeding involving a license, permit or other entitlement for use only if the person represents that party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding.

(b) If an individual acting as an agent is also acting as an employee or member of a law, architectural, engineering or consulting firm, or a similar entity or corporation, both the entity or corporation and the individual are “agents.”

(c) “Communication with the governmental agency for the purpose of influencing the proceeding” does not include:

(1) Drawings or submissions of an architectural, engineering, or similar nature prepared by a person for a client to submit in a proceeding before the agency if:

(A) The work is performed pursuant to the person’s profession; and

(B) The person does not make any contact with the agency other than contact with agency staff concerning the process or evaluation of the documents prepared by the official; or

(2) Purely technical data or analysis provided to an agency by a person who does not otherwise engage in direct communication for the purpose of influencing the proceeding.

**NINTH AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT**

This Ninth Amendment to the Emergency Medical Services Agreement (“**Ninth Amendment**”) is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the “**County**”), and Rural/Metro of California, Inc., d/b/a American Medical Response, a Delaware corporation (“**Rural/Metro**”). The County and Rural/Metro shall be referred to collectively as “Parties.”

RECITALS

A. WHEREAS, as the result of a competitive solicitation process (RFP #PHD 10-06) approved by the Emergency Medical Services Authority (“**EMSA**”), the County and Rural/Metro entered into that certain Emergency Medical Services Agreement effective July 1, 2011 (the “**Original EMS Contract**”) to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services (“**Services**”) to the County;

B. WHEREAS, the emergency medical services industry and healthcare have evolved significantly since the Original EMS Contract was implemented;

C. WHEREAS, the State of California has enacted legislation that has impacted the emergency medical services industry and EMSA currently has undertaken a comprehensive process to establish additional regulations of the emergency medical services industry;

D. WHEREAS, the federal government established the Advisory Committee on Ground Ambulance and Patient Billing to evaluate rates and costs to deliver emergency medical services and balance billing;

E. WHEREAS, the Parties have recently explored and piloted enrichments to drive efficiencies, coordination, and optimal utilization of resources in the County emergency medical services system and alleviate stress from a healthcare and paramedic staffing crisis, hospital offload delays, system utilization changes, and the aftermath of COVID-19;

F. WHEREAS, the emergency medical services system has been adversely affected by changes and limitations in public and private reimbursement and during the same period the costs of delivery of Services has increased significantly compared to reimbursement;

G. WHEREAS, recently a health system in the County announced plans to discontinue STEMI and trauma services, and downgrade its stroke services from Comprehensive to Primary, and this will adversely impact the delivery of emergency medical services and stress other health systems;

H. WHEREAS, the County recently implemented a new computer aided dispatch system in its communications center which has presented challenges with integration of existing ambulance dispatch technology systems and these changes have impacted system performance and measurement of system performance;

I. WHEREAS, the Original EMS Contract has been amended eight times and is currently deemed by EMSA as non-exclusive;

J. WHEREAS, the County has determined that this Ninth Amendment is in the best interests of patients and the community and is necessary to protect the health, safety, or welfare of the public and wishes to continue providing services to the community through its agreement with Rural/Metro; and

K. WHEREAS, the County and Rural/Metro now desire to further modify the Original EMS Contract, as amended by the First through Eighth Amendments (collectively, the “**EMS Agreement**”), to (i) extend the term of the EMS Agreement to ensure stability within the emergency medical system; (ii) continue evolving clinical standards and the delivery of emergency medical services; (iii) test and evaluate changes to the system to improve patient care and the delivery of Services; and (iv) allow time for the County to develop a comprehensive request for proposals to address the changes that have occurred and that are occurring as described in these Recitals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby incorporate the above Recitals and agree that the EMS Agreement is amended as follows, effective April 16, 2024 (the “**Effective Date**”):

1. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the EMS Agreement.

2. Section 2.1 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

2.1 Term of Agreement. This Agreement shall remain in full force and effect until 11:59 p.m. December 31, 2025.

3. Section 2.2 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

2.2 Option to Extend. The County shall have the right to extend the term of this agreement for up to three (3) successive one (1) year periods (each, an “Optional Renewal Period”). Such Optional Renewal Periods shall be deemed exercised by the County in the absence of affirmative written notice to Rural/Metro of the County’s declination to exercise its Optional Renewal Period. Such notice of declination to exercise the Optional Renewal Period shall be provided by the County to Rural/Metro no less than three hundred sixty-five (365) days prior to the expiration of the then current term.

4. Section 3.4 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

3.4 County Communications Fee. Rural/Metro shall pay the County an annual communications fee equal to \$4,300,000 (pro-rated for any partial contract year from the Effective Date). If a County option is exercised in accordance with this Ninth Amendment, on January 1st of the option year and any successive option year exercised, the communications fee will be increased by the same percentage as reflected on Exhibit “M” pursuant to the calculation made under Section 9 of Exhibit “S.” Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual County Communications Fee. The annual county communications fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager. Rural/Metro shall use County Communications in accordance with the terms of Exhibit “B”. The County warrants and represents that the communications fee does not exceed the actual costs for providing the identified services.

5. The exemptions set forth in Section 4.3 for CAD dispatch/EMD errors, hospital offload delays of more than thirty (30) mins per call, and unusual system overload shall not be unreasonably withheld, conditioned, or delayed by the EMS Agency. If a disagreement between the EMS Agency and Rural/Metro shall arise under Section 4.3 on exemptions, either party may escalate the disagreement to the Deputy County Executive and the Region President of Rural/Metro (or similar executive leadership of the parties) before any finalization of the disagreements under Section 4.3 and before any applicable monthly response time report is finalized (including the outstanding period of October 1, 2022 through August 31, 2023). Notwithstanding, for the period September 12, 2023 and continuing through appropriate implementation and integration of the new computer aided dispatch technology as determined in accordance with industry standards and subject to written agreement by the Parties, penalties shall be determined based on Rural/Metro's daily staffed ambulance unit hours of 850 combined hours with a minimum of 724 ALS unit hours per day and a minimum of 96 BLS unit hours per day. These numbers shall be adjusted quarterly based on call volume and system performance. For each day that Rural/Metro is below the combined 850 daily ambulance hours, Rural/Metro shall pay a penalty of \$1,000 per day. For each day that Rural/Metro is below the 724 ALS daily ambulance hours, Rural/Metro shall pay a penalty of \$1,000 per day but there shall be no per day penalty for being below the 96 BLS ambulance hours per day. This method of minimum unit hours, penalties, and reporting set forth in this Section 5 supersedes any inconsistent or conflicting provisions in the EMS Agreement as specified in this Section 5.

Rural/Metro shall cooperate in good faith with the County in its implementation and integration of the new computer dispatch technology. Notwithstanding anything in this Section to the contrary, in the event that the County provides written notice to Rural/Metro that Rural/Metro has unreasonably caused undue delay in the implementation and integration of the new computer aided dispatch technology, Rural/Metro shall be given a thirty (30) day opportunity to cure. In the event the Parties fail to reach agreement on the appropriate implementation and integration of the new computer dispatch technology within thirty (30) days of a notice of proposed completion from the County, either Party may, at that Party's sole expense, seek recommendations from an independent third-party expert to provide guidance on completion.

6. Section 4.5.1 and Section 4.5.3 of the EMS Agreement is hereby deleted in its entirety. Additionally, any assessments that may or could have been imposed by Section 4.5.1 and Section 4.5.3 for the period from October 1, 2022 through the Effective Date of this Ninth Amendment are deemed null and void.

7. Clinical oversight as outlined in Exhibit "H" shall be completed by an educator with the appropriate qualifications based on their quality improvement duties. A Paramedic may replace a Nurse Educator described in Exhibit "H." The contractor shall provide a Clinical Manager, and no less than three (3) clinical staff members. One (1) clinical educator will maintain advanced certification as a CCT-P or FP-C.

8. A new Exhibit "S" System Enrichments is added to the EMS Agreement and incorporated herein by this reference. The Parties further agree that to the extent that there may be any provisions in the EMS Agreement that are inconsistent with, or conflict with, the changes in Exhibit "S", those provisions shall be deemed automatically modified or deleted to the extent that the provision frustrates the purpose and intent of the implementation of Exhibit "S" to the emergency medical services system.

9. If any provision of this Ninth Amendment, or portion thereof, is determined by a court of competent jurisdiction through an appeal-exhausted order to be invalid, void, illegal, prohibited, or unenforceable, for any reason, then (1) the prior version of such provision, or portion thereof, if any, shall be restored and continue in full force and effect; and (2) the EMS Agreement, as amended by all remaining terms of this Ninth Amendment, shall continue in full force and effect.

10. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

11. The EMS Agreement, as amended by this Ninth Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings, or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Agreement. The EMS Agreement may not be amended, waived, or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

12. Except as modified by this Ninth Amendment, the terms and provisions of the EMS Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Ninth Amendment and the EMS Agreement as to the specific matters which are the subject of this Ninth Amendment, the terms and conditions of this Ninth Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment, effective as of the Effective Date.

COUNTY OF SANTA CLARA

RURAL/METRO OF CALIFORNIA, INC.

By: Susan Ellenberg **APR 16 2024**
 Susan Ellenberg, President
 Board of Supervisors

DocuSigned by:
Thomas Wagner 4/12/2024
 0F0378D4595D46A
 By: _____
 Date _____
 Name: Thomas Wagner
 Title: President, National Operations

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

By: Curtis Boone
 Curtis Boone
 Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Wesley Dodd
 0BA7F1698BB9495
 Wesley Dodd
 Deputy County Counsel

Exhibit S

System Enrichments

1. Basic Life Support Unit Hours and Tiered Response. As initiated October 26, 2023, Rural/Metro will add a minimum of ninety-six (96) Basic Life Support (“BLS”) unit hours to its Santa Clara County 9-1-1 deployment daily. To appropriately utilize the added BLS unit hours, the EMS Agency will prioritize expansion of the use of tiered response in the EMS system in accordance with established County EMS policy.
2. Emergency Calls Dispatched Without Emergency Medical Dispatch. All emergency calls that are dispatched as Code-3 without an emergency medical dispatch determinant shall be measured as Code-2 response time but shall remain in the Code-3 measurement for monthly response time compliance. Example: An approved emergency medical dispatching center that does not process an individual or group of 911 calls in accordance with the medical priority dispatch standards will receive an ambulance lights and siren (Code-3), but the response measurement will remain as non-lights and siren (Code-2).
3. Omega Measurement for All Non-Emergency Responses. All non-emergency response types measured through utilization of the Medical Priority Dispatch System (“MPDS”) shall be measured in accordance with the response time requirements identified in Exhibit D “Response Time Requirements” of the EMS Agreement. At the direction and authorization of the County EMS Medical Director, other non-emergency response types may be categorized as low acuity non-emergency responses. Responses categorized as low acuity non-emergency responses shall be measured in accordance with the “OMEGA” response time requirements identified in Exhibit D “Response Time Requirements” of the EMS Agreement.
4. Implementation of Nurse Navigation.
 - a. The County and Rural/Metro will work closely together to implement Nurse Navigation services at the County Communications center and with all additional jurisdictions that request or allow for its utilization to help improve access to care for 9-1-1 callers.
 - b. Implementation of the Nurse Navigation system allows for better triage and response to 9-1-1 callers that do not need an immediate ambulance response and allows for EMS resources to be released up for emergency calls. The Nurse Navigation system is designed to improve access to care for patients while reducing costs to the EMS system, patients, and third-party payers.
 - c. Through the use of urgent care centers, community clinics, telehealth, and behavioral health centers, the Nurse Navigation system helps patients receive primary care, including transportation with ride share services like Lyft. Appropriate utilization of these resources diverts ambulances from overcrowded emergency departments and reduces ambulance wait times at these facilities.
 - d. Implementation of the Nurse Navigation system is anticipated to take approximately 60-90 days. The system will be fully implemented in the second quarter of 2024.
 - e. Calls transferred to Nurse Navigation shall be measured from time of call transfer to the time the call is received at Nurse Navigation.

5. Utilization of Non-ambulance Transportation for Behavioral Health Patients. The Parties will work cooperatively with the County to identify gaps in transportation and effective destinations for psychiatric facilities. The Parties will work to establish a non-ambulance mode of transportation for psychiatric patients requiring transportation that are without acute medical needs. The Parties will address this by policy in conjunction with EMS Medical Director oversight.
6. Establish Cooperative Ambulance Assistance Agreements. Rural/Metro will evaluate the availability and reliability of utilizing approved/permitted ALS and BLS ambulance providers that are currently operating in Santa Clara County. The Parties will work cooperatively to establish and approve Cooperative Ambulance Assistance Agreements with approved providers.
7. Change Management. At any time during the term of the EMS Agreement, in the event of a significant change or potential significant change beyond a Party's control that will affect patient care, the costs, revenue or delivery of services, a Party may send written notice to the other Party to meet and confer on the impact of the change and discuss a rate adjustment, operational changes, service needs, or other changes. In the event the Parties fail to reach agreement on a prospective change within thirty (30) days, either Party may, at that Party's sole expense, seek recommendations from an independent third-party expert in EMS operations mutually agreed to by the Parties.
8. Pilot Programs and System Reinvestment. The Parties recognize pilot programs and system reinvestments are paramount to patient care as standards of care evolve, population density changes, technology changes, and other external factors arise. The Parties shall meet and discuss the implementation of pilot programs and potential utilization of any assessed penalties under the EMS Agreement to directly enrich and improve the EMS system. The Parties may by written memorandum of understanding signed by the Parties implement pilot programs and system reinvestments. Any memorandum of understanding will be administratively approved by the EMS Agency, the County Executive and the Region President of Rural/Metro (or similar executive leadership of the parties).
9. Rates. To fund Exhibit "S" and provide for continued system sustainability, the ambulance rates and charges in Exhibit "M" will be increased by a percentage calculated to yield an additional realization of \$79.55 per transport as of the Effective Date. If a County option is exercised in accordance with this Ninth Amendment, on January 1st of the option year and any successive option year exercised, the ambulance rates and charges in Exhibit "M" will be increased by a percentage calculated to yield an additional realization of \$10.00 per transport. The County will publish its rates and charges in Exhibit "M" in accordance with applicable laws.
10. Quarterly Meetings. County executive leadership, the EMS Agency, and Rural/Metro shall meet a minimum of quarterly to discuss the evolution of the EMS system and efficacy of these system enrichments and pilot programs, including review of relevant data, system performance, and system sustainability.
11. Request for Proposals. The County may at any time provide written notice to Rural/Metro of implementation of its request for proposals process for its future emergency medical services system.

From: [Christina Turner](#)
To: [BoardOperations](#)
Subject: [EXTERNAL] Public Comment - April 16, 2024 Agenda - Items 9 and 19
Date: Friday, April 12, 2024 4:34:40 PM
Attachments: [Santa Clara County Board of Supervisors 4.16.24 Meeting - Regional Medical Center Service Reduction.pdf](#)
[Santa Clara County Board of Supervisors 4.16.24 Meeting - 911 Emergency Ambulance Services Contract Extension.pdf](#)

Good Afternoon County of Santa Clara Board of Supervisors,

Please find attached letters in response to April 16, 2024 Agenda items:

- #9 - Receive report from the Emergency Medical Services Agency relating to the reduction of trauma and specialty care services at Regional Medical Center of San Jose and provide input and direction relating to the Draft Impact Assessment.
- #19 - Approve Ninth Amendment to Agreement with Rural/Metro of California relating to providing 911 emergency paramedic and ambulance services, extending the agreement for an 18-month period through December 31, 2025, with three one-year extension options, that has been reviewed and approved by County Counsel as to form and legality.

Thank you for the opportunity for the City of Morgan Hill to provide input.

Best regards,
Christina

CITY OF MORGAN HILL

Christina J. Turner, CPA
City Manager

17575 Peak Avenue, Morgan Hill, California, USA 95037

d 408.776.7382 | **c** 408.839.1705

e christina.turner@morganhill.ca.gov | www.morganhill.ca.gov

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April 12, 2024

County Board of Supervisors
70 West Hedding
San Jose, CA 95110
BoardOperations@cob.sccgov.org

RE: April 16, 2024 Board of Supervisors Meeting
Item #19 – 911 Emergency Ambulance Services Contract Extension

Dear Board of Supervisors,

The City of Morgan Hill is deeply concerned with the shortage of available County-contracted American Medical Response (AMR) paramedic ambulances serving the South County area. We have experienced significant delays in response times for emergency medical dispatching services, with ambulances taking as long as 30 minutes. Furthermore, the current requirement for a First Response Unit (firefighter) to confirm the need for transport, thereby arriving and staying on the scene, is placing undue strain on our first responders.

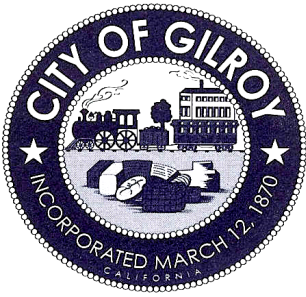
The delayed ambulance response times, coupled with the shortage of available County ambulances within the City of Morgan Hill, hinder the Morgan Hill Fire Department's ability to respond promptly to the next pending emergency, which could have detrimental consequences.

Additionally, the closest emergency rooms are situated 9 or 13 miles from Morgan Hill and the nearest trauma center is 25 miles away. Given the distance to these medical facilities, immediate and effective responsiveness to South County residents from our Emergency Medical Services (EMS) partners is imperative. The recent announcement of Regional Medical Center of San Jose reducing their services only exacerbates our concerns and leaves South County residents even more unprotected.

The City of Morgan Hill urgently requests that the County address both short-term and long-term solutions to the County ambulance crisis during the negotiation of this contract extension. We ask that the new contract adequately addresses services in South County and incorporates progress milestones to ensure good faith progress of the timely and adequate EMS service. The City of Morgan Hill stands ready to work with the County and other relevant parties to find sustainable solutions that prioritize the needs of our Community.

Respectfully submitted,

Christina Turner
City Manager



City of Gilroy

7351 Rosanna Street
GILROY, CALIFORNIA
95020

Telephone (408) 846-0202
FAX: (408) 846-0500
<http://www.ci.gilroy.ca.us>

Jimmy Forbis
City Administrator

October 17, 2023

Mr. James R. Williams, County Executive
70 West Hedding Street
11th Floor
San Jose, CA 95110

RE: County Ambulance Crisis Detrimental to the Community of Gilroy

Mr. Williams,

The City of Gilroy is experiencing a substantial burden as a result critical shortage of available county-contracted American Medical Response (AMR) paramedic ambulances to the south county area. Under the current county contract, AMR is required to respond to emergencies within 12 minutes at least 90 percent of the time into urban areas of the county. However, AMR's response times significantly surpass this threshold to the south county area with response times exceeding 30 minutes or longer. These extended response times, and the corresponding shortage of available county ambulances into the City of Gilroy, create substantial on-scene wait times by the Gilroy Fire Department. These excessive wait times prevent the fire department from responding to the next pending emergency. Our community, as a result, is paying a detrimental price.

The current ambulance crisis has no apparent reduction in the near or distant future. On a daily basis, the Santa Clara County Emergency Medical Services Agency issues "Standard Dispatch Order #17" that suspends ALL automatic dispatches for county ambulances until the first-due Gilroy fire engine crew arrives on the scene and determines the acuity of the patient. It is only at that point that the Gilroy fire captain can then request the dispatch of the closet available county ambulance. This only further extends our on-scene time while we wait for the next available ambulance, which sometimes responds from as far as away as Mountain View. The crisis then perpetuates itself by forcing us into untenable situations in which all our Gilroy fire resources are tied up on medical emergency incidents. The excessively long response times by county ambulance (sometimes 30 minutes or longer) prevent us from responding to our next local call for help.

Three years ago, the county compounded the situation in south county by unilaterally modifying the AMR ambulance contract to decrease AMR's late response time penalties. Prior to the contract modification, AMR was held to performance response time standard of 12 minutes at least 90 percent of the time for each of the 5 separate geographic zones designated throughout the county (including south county). However, the current contractual modification as it applies to response time penalties will only accrue if system-wide (all geographic zones combined) compliance is below 92 percent.

This change has disincentivized county ambulances from responding into south county in a timely manner, and in turn has left our community underserved and, at times, unprotected.

As the county ambulance shortage continues unabated, the county's attempts to bridge the ambulance gap with basic life support (BLS) ambulances only further exacerbates the situation. BLS ambulances frequently require the Gilroy fire department engine crew to give up its only firefighter-paramedic member to accompany the patient in the back of the ambulance to the hospital. This places an extraordinary burden on the engine crew since they must respond to the next emergency without the benefit of their firefighter-paramedic member and with only a crew of two. This obviously minimizes their safety and effectiveness in any emergency incident until their firefighter-paramedic has returned from the hospital to the engine crew. The return of the firefighter-paramedic from the hospital can take anywhere from one to three hours after the transport is completed.

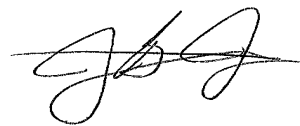
The County needs to seek short-term and long-term solutions to the county ambulance crisis. We believe that an AMR contractual change back to the original performance response time standard of 12 minutes at least 90 percent of the time for each of the 5 separate geographic zones should be initiated as soon as possible. Secondly, since there is a shortage of paramedics working for AMR, providing funding to other ambulance providers as an incentive to participate in the county's 9-1-1 system may deliver better coverage for the south county area. There are other options yet unexplored, but only if the County chooses to identify the situation as an ongoing 'crisis' and is willing to take concerted action to secure the resources and solutions needed to alleviate it.

As the City Administrator and the Fire Chief, we find the unmitigated burden placed on our city and its residents to bear the burden of significant county ambulance response times into our community to be unacceptable and detrimental. The County must bear the ultimate responsibility as the contracting entity and regulatory agency for recognizing the county ambulance system as a failed 9-1-1 essential service and develop a truly concerted and effective plan to fix it.

Respectfully Submitted,



Jimmy Forbis, Administrator
City of Gilroy



Jim Wyatt, Fire Chief
City of Gilroy



Jason Schoonover, President
Milpitas FD
*Liaison to Fire Marshals / Fire
Prevention Section*

Geo Blackshire, Secretary
Palo Alto FD
Liaison to EMS Section

Jim Wyatt
Gilroy FD
*Liaison to SHSGP Anti-Terrorism
Approval Authority*

Ruben Torres
Santa Clara FD
*Liaison to Santa Clara County
Operational Area
Council/Silicon Valley Regional
Interoperability Authority
(SVRIA) PIO Subsection*

Daniel Pistor
Sunnyvale Department of
Public Safety *Liaison to Law
Enforcement Chiefs*

Juan Diaz
Mountain View FD
Liaison to Operations Section

Unknown (02/01/2024)
NASA-Ames Research Center
Liaison to Emergency Managers

Suwanna Kerdkaew
Santa Clara County FD
*Liaison to CICCIS Program &
Santa Clara County FireSafe
Council. Treasurer to SCCFCA*

Robert Sapien
San Jose FD
Liaison to Safety Committee

Baraka Carter
South Santa Clara County Fire
District / Morgan Hill Fire
Department
*Liaison to Cal Fire and State of
California & Training Officers
Section*

Santa Clara County Fire Chiefs Association

A Chapter of California Fire Chief's Association

SENT VIA EMAIL

April 10, 2024

Hon. Susan Ellenberg, President
County of Santa Clara Board of Supervisors
70 West Hedding, 11th Floor
San Jose, CA 95110

Dear Supervisor Ellenberg,

On March 19, 2024, the Health and Hospital Committee heard Item #13¹ which included a recommendation to extend the County's agreement with Rural/Metro (AMR) for a three-year period. The Santa Clara County Fire Chiefs Association (Association) strongly opposes this proposed extension as EMS system reform is urgently needed to address the provider's underperformance which has resulted in a serious and persistent strain on communities and first responder fire agencies in the County.

Further, the Administration's recommendation cites the need "to allow sufficient time to collect data and assess recent EMS system enhancements to inform a future RFP" and time is sought due to legal/regulatory uncertainty, sufficient time to explore alternative service delivery models, and EMS system stabilization in the wake of recently announced service reductions at Regional Medical Center. The Association finds that none of the cited "enhancements" or other reasons cited for additional time address the provider's failure to adequately perform services material to those specified in the provider's agreement with the County.

The Association's assessment is that it is the 10 contracted fire service first responder agencies that have prevented complete ambulance system failure at a substantial cost to their respective cities. First, to compensate for the lack of ambulance availability, several cities within the County have resorted to purchasing and deploying ambulances to provide patient transport including San José, Santa Clara, Milpitas and Gilroy. Secondly, routinely, to maintain ALS care, fire departments are at reduced staffing levels while firefighter paramedics escort patients to emergency rooms on the provider's BLS ambulances.

The Association urges the Board of Supervisors to recognize the urgent need for EMS system reforms by rejecting the proposed three-year agreement extension and directing an expedited action plan to effectively manage County's agreement with AMR before any short-term extension is considered.

¹ Receive report from the Office of the County Executive and the Emergency Medical Services Agency relating to the 911 Emergency Ambulance Services contract. (LA-1)

Respectfully,

A handwritten signature in black ink, appearing to read "Jason Schoonover". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jason Schoonover, President

Cc: Sylvia Arenas, District 1 Supervisor
Cindy Chavez, District 2 Supervisor
Otto Lee, District 3 Supervisor
S. Joseph Simitian, District 4 Supervisor
James R. Williams, County Executive
Curtis Boone, Acting Clerk of the Board



San José Fire Department

ROBERT SAPIEN, JR., FIRE CHIEF

SENT VIA EMAIL ONLY

April 15, 2024

County of Santa Clara Board of Supervisors
Hon. Susan Ellenberg, Board President
c/o Clerk of the Board
70 West Hedding Street - 1st Floor
San José, CA 95110

RE: April 16, 2024 Board of Supervisors Meeting Item #19 (24-5550): 911 Emergency Ambulance Services Contract Extension

Dear Supervisor Ellenberg,

I write in support of the Administration's recommendation to extend the agreement between the County of Santa Clara and Rural/Metro of California (AMR) for a term of 18 months.

911 Advanced Life Support (ALS) ambulance unavailability has resulted in a serious and persistent strain on communities and first responder fire agencies in the County. It is my hope that this 18-month period will be utilized effectively to identify and implement EMS system reforms that will ensure prompt and reliable high quality pre-hospital emergency medical care and 911 ambulance transport to all County residents.

I am confident that Santa Clara County's EMS system can become one of the finest in the nation. SJFD is eager to take part in the effort to achieve this for our County.

Respectfully,

A handwritten signature in blue ink, appearing to read "RSJ", is written over the word "Respectfully,".

Robert Sapien, Jr.

Cc: Sylvia Arenas, District 1 Supervisor
Cindy Chavez, District 2 Supervisor
Otto Lee, District 3 Supervisor
S. Joseph Simitian, District 4 Supervisor
James R. Williams, County Executive



24-5550

DATE: April 16, 2024

TO: Board of Supervisors

FROM: James R. Williams, County Executive

SUBJECT: 911 Emergency Ambulance Services Contract Extension

RECOMMENDED ACTION

Approve Ninth Amendment to Agreement with Rural/Metro of California relating to providing 911 emergency paramedic and ambulance services, extending the agreement for an 18-month period through December 31, 2025, with three one-year extension options, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS

The recommended action will increase revenue in the General Fund through an increase in cost-recovery fees paid to the County of \$3.5 million annually.

CONTRACT HISTORY

The County Emergency Medical Services Agency (“EMS Agency”) oversees all emergency medical services (ambulance responses and transports) throughout the county and has historically delivered these services through a contract with a single ambulance provider.¹

The County and its current ambulance provider, Rural/Metro, entered into the original Emergency Medical Services Agreement on December 10, 2010. Under this agreement, Rural/Metro provides Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services countywide. The original contract with Rural/Metro took effect on July 1, 2011, with a term of five years and with two optional three-year extensions. Rural/Metro was subsequently acquired by American Medical Response (AMR). The first optional extension was exercised in 2016 and the second in 2019.

In 2018, the EMS Agency conducted an RFP process that did not result in any responsive bids. In June 2019, the EMS Agency began the planning process for initiating a new RFP process, starting with convening a stakeholder group to explore and provide input on the

¹ The only exception to this is the City of Palo Alto, which is a grandfathered city by section 201 of the state EMS Act and provides its own ambulance services. Even with respect to Palo Alto, however, the EMS Agency has responsibility for credentialing, patient care standards, and numerous other regulatory obligations and duties.

various options available to the County for emergency medical response, including by assessing models used in other jurisdictions.

In March 2020, however, plans for the stakeholder group were put on hold due to the COVID-19 pandemic, and the EMS Agency determined it was therefore necessary to extend the ambulance services contract with Rural/Metro. The Board approved an extension of the AMR/Rural Metro contract for two years through June 2024, with an option for the EMS Agency to extend the contract for an additional three years.

California Health & Safety Code Section 1797.224 requires a competitive process to be conducted for any ambulance service provider contract in which services will be provided within an “exclusive operating area” (EOA). The County has long utilized the EOA structure, under which a single provider is required to provide EMS service to the entire county and is the only provider authorized to do so, because the EOA structure ensures that service can be provided throughout the County’s entire geographic region. This approach ensures sufficient incentive, economies of scale, and volume to support EMS service delivery to areas of the county with few residents, greater distance from population centers, or fewer residents with private insurance.

The EMS Agency is required to submit any draft RFP, through which an exclusive EMS agreement will be awarded, to the California Emergency Medical Services Authority (Cal EMSA) for approval prior to release. (Cal. Health & Safety Code section 1797.224.) Cal EMSA is responsible for the coordination and integration of all State activities regarding EMS. (Cal. Health & Safety Code section 1797.103.) Local Emergency Medical Services Agencies (LEMSAs), such as the County EMS Agency, are charged with planning, operating, and evaluating a county-level EMS system in accordance with applicable law. (Cal. Health & Safety Code section 1797.200.)

REASONS FOR RECOMMENDATION AND BACKGROUND

Extending the existing ambulance services agreement at this time is recommended for the following reasons:

To allow sufficient time to collect data and assess recent EMS system enhancements to inform a future RFP

To improve ambulance availability and timeliness, as well as to increase EMS system efficiency, a series of efforts are underway (as previously reported to the Health and Hospital Committee). Collectively, these items require data to inform the structure of the next RFP, as well as to provide prospective bidders with accurate information to ensure a competitive and successful RFP process.

Increased Deployment of Basic Life Support Ambulances

The EMS Agency has already approved deployment of basic life support (BLS) ambulances, staffed with two EMTs, to supplement the advanced life support (ALS) ambulances staffed by one EMT and one paramedic. When patient assessment indicates a lower acuity problem, or when a 911 call’s triage indicates a lower acuity problem, a BLS ambulance can be dispatched. This added support is anticipated to significantly reduce the burden caused by

higher call volume and lower acuity calls, which comprise approximately 26% of ambulance response, ensuring ALS ambulance availability to respond to higher acuity calls.

Implementation of a Nurse Navigator Pilot Program

Nurse Navigation services will be piloted at County Communications and other jurisdictions that have medical calls triaged by County Communications. Meetings with multiple stakeholders are ongoing to begin implementation of this pilot program. Work groups comprised of first responders, system partners, and other stakeholders are meeting to define the clinical determinants for nurse navigation, call flow, field referral, community education, and alternative destinations, including engaging alternative destinations for participation in the pilot. A pilot nurse navigator program is anticipated to launch in Spring 2024.

Under the Nurse Navigation program, 911 callers with non-emergency injuries or illnesses can be transferred to a “nurse navigator” who can assess the symptoms and refer the individual to the most appropriate level of medical care. This pilot can decrease low acuity ambulance calls as well as get patients to the right level of care, which may or may not include a hospital emergency department.

Nurse Navigators are licensed nurses and have professional experience in emergency nursing or urgent care. They are also specially trained in the practice of telephone triage.

The Nurse Navigators will direct callers to the appropriate path for treatment and help coordinate a patient’s care. A Nurse Navigator may determine a virtual appointment with a physician is the best option, or they may schedule ride-share transportation for a patient to the nearest urgent care clinic for an exam.

This specialized response to 911 calls ensures that patients get the right care at the right time at the right place. By offering a tailored approach to care for this subset of non-emergency callers, this service can also help reduce wait times at the hospital and free up more ambulances to respond to emergencies.

If this pilot is successful, the EMS Agency plans to work with the other dispatch centers that do medical call triage to expand the program.

Utilization of Non-Ambulance Transport Services

Non-ambulance transport services will be deployed to assist patients who are not experiencing an emergency or do not require an ambulance. This type of transport, which can be performed via a fleet vehicle configured with the necessary emergency medical equipment and safety restraints and staffed with one EMT, may be used to transport non-medical psychiatric patients.

Ambulance Patient Offload Time (APOT) at hospitals

When ambulances must wait for extended periods of time at hospitals, they are functionally out of service. On occasion, ambulances are waiting with low acuity patients for hours for the patient to be accepted into the emergency department and the ambulance to be released back into service. The EMS Agency and local hospitals are working collaboratively on improvement plans to meet the California EMS Authority’s target APOT of 20 minutes.

Possible solutions could include:

1. Structured interval reassessment during extended ambulance delays at impacted hospitals. When possible, the Emergency Department triage nurse will formally assess ambulance patients according to their existing triage system after 30 minutes has been exceeded and place the lowest acuity patients that are cooperative and ambulatory in the ED waiting room.
2. Joint decision making between ambulance crew and hospital personnel.
3. Continued communication of patient status between ambulance crew and hospital personnel.
4. Patients may be transferred to EMT personnel from a paramedic after a detailed assessment in accordance with County EMS Agency Policy. When hospital space and EMT availability are adequate, this allows paramedic-level ALS ambulances to return to service and be available for response in the 911 system.

To account for significant existing legal/regulatory uncertainty

The legal landscape governing EMS service delivery in California is in a state of flux, with pending litigation and imminent regulatory changes likely to have a significant impact on future delivery models. For example, there is significant ongoing litigation with the County of Santa Barbara and the County of Sonoma.² Both disputes are related to the counties' contracts for ambulance services and use of alternative models. While these cases are dependent on specific facts that are not identical to our County's current contract situation, the outcomes are likely to affect such factors as exclusivity in ambulance agreements and the proper process for a request for proposals. In addition to pending litigation, the California Emergency Medical Services Authority (Cal EMSA) is expected to release new proposed rules this year that will dictate the requirements of the competitive process that counties must undertake to establish an enforceable exclusive operating area. Because of the significant likelihood that the litigation and upcoming new regulations will drastically affect core components of future ambulance contracts, Administration recommends extending the current contract to allow these legal developments to unfold.

To allow sufficient time to explore alternative service delivery models

Potential EMS service delivery models used in other jurisdictions include the current private ambulance provider model, use of a public provider (either the County itself or another public entity), or a public-private partnership. Execution of an extension to the existing ambulance services agreement would allow the new Administration sufficient time to evaluate these alternative service delivery models to inform an upcoming RFP, especially in the context of the shifting legal requirements and models being used by other jurisdictions.

² In *American Medical Response West v. County of Sonoma*, Case No. SCV-272948 (Cal. Sup. Ct. 2023), AMR alleges that the County of Sonoma unfairly withheld material facts regarding the state's decision to deem AMR's operating area in the county non-exclusive during the parties' negotiation of a contract extension. In *American Medical Response West v. County of Santa Barbara*, Case No. 23CV04250 (Cal. Sup. Ct. 2023), AMR contends that the County of Santa Barbara unfairly worked with Santa Barbara County Fire District to cancel a competitive solicitation process that would have resulted in a contract award to AMR and instead initiated a contract with the Fire District. A preliminary injunction was issued against the county in the *Santa Barbara* case.

To allow sufficient time to achieve EMS system stabilization in the wake of recently announced service reductions

On February 14, 2024, Regional Medical Center (RMC) informed the Emergency Medical Services Agency that, effective August 12, 2024, RMC intends to terminate its Hospital Designation Agreement as a Level II Trauma Center, ceasing all trauma services, as well as ceasing STEMI (ST-elevation Myocardial Infarction) services, and decreasing Stroke services from Comprehensive to Primary stroke care. Per California Health and Safety Code section 1300 and EMS Agency Policy, the EMS Agency has notified specified stakeholders of the planned reduction of services and will complete and distribute a draft EMS Impact Evaluation and conduct a public hearing. Through the Impact Evaluation process and in the months to come, the EMS Agency will be closely monitoring EMS system resources and recommending adjustments accordingly to promote system stability and mitigate any risks to the public of the reduction in emergency services at RMC. These local system changes are likely to have an effect on the next RFP process.

The cumulative impact of these items poses significant challenges in drafting an appropriate RFP in the current environment that is likely to lead to competitive proposals. Accordingly, Administration recommends extending the current agreement.

The proposed Ninth Amendment would extend the current agreement for an initial 18-month period, provide for three additional one-year options to extend solely at the County's discretion, and make changes to the contract to reflect the current system status and pilot initiatives. These changes include the Nurse Navigator program, BLS ambulances, and use of additional ALS ambulances in the system. The Ninth Amendment also includes an updated fee for enhanced partial cost recovery for County Communications, allows an increase in rates for Rural/Metro that still ensures rates are the lowest among all Bay Area counties, and modifies certain liquidated damages provisions to, *inter alia*, reflect the inability of the County to currently appropriately calculate damages based on the current computer-aided dispatch situation at County Communications.

COMMITTEE RECOMMENDATIONS

At the March 19, 2024 Health and Hospital Committee (HHC) meeting, Supervisor Lee noted the challenging recruitment environment for paramedics, and that these challenges have impacted AMR's performance. He requested quarterly reports to HHC during the term of the contract extension to provide the Committee with updates on stakeholder engagement and the progress of efforts to assess both EMS system stability and pilot options for system redesign. Supervisor Simitian expressed concerns about the length of the term (three years) in the County's unilateral option to extend and requested that Administration consider recommending a shorter-term extension, subject to negotiations with AMR, such as for a one-year term with two one-year options.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION

The current contract with Rural/Metro expires June 2024, with one unilateral option to extend the agreement for an additional three years. The option must be exercised by May 1, 2024. In the absence of the Ninth Amendment, the County Executive will exercise the County's unilateral option to extend the term of the current contract for a three-year period through June 30, 2027, under existing terms.

STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors is requested to notify John Blain, Wesley Dodd, and Jeff Mullin when the Ninth Amendment is executed and provide them with electronic copies of the executed Amendment.