

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN PARAMEDTRIX LLC, AND THE CITY OF NEWPORT BEACH FOR EMS QUALITY IMPROVEMENT SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of this 26th day of August, 2025 ("Effective Date"), by and between the City of Newport Beach, a California municipal corporation and charter city ("City"), and Paramedtrix LLC, a California limited liability company ("Consultant"), whose address is 21821 Constancia, Mission Viejo, CA 92692, each referred to herein as a "Party" or collectively the "Parties," and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Consultant to provide consulting services with respect to Emergency Medical Services (EMS) Quality Improvement Services for the Fire Department of the City ("Project").
- C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the professional services described in this Agreement.
- D. City has solicited and received a detailed proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render independent professional services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on August 25, 2028, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED

Consultant shall diligently perform all the services described in the Scope of Services, at the noted costs, attached hereto as Exhibit A and incorporated herein by this reference ("Services" or "Work"). City may, with thirty (30) days prior written notice, elect to delete certain Services within the Scope of Services at its sole discretion. The Work shall be performed by Brandon Grinstead, the founder and owner of Consultant. Upon ten (10) days prior written notice and in accordance with this agreement, Consultant may use additional qualified Consultant personnel in the performance of Services hereunder.

3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Consultant shall perform the Services in a diligent and timely manner. The Parties may establish a time schedule for the performance of Services hereunder, and such schedule shall form an integral part of this Agreement.

3.2 Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services provided for the Project, each Party hereby agrees to provide notice within five (5) calendar days of the occurrence causing the delay to the other Party so that all delays can be addressed.

3.3 Consultant shall submit any requests for extensions of time for performance in writing to the Project Administrator as defined herein not later than ten (10) calendar days after the start of a condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.4 For all time periods not specifically set forth herein, Consultant shall respond in an expedient and appropriate manner under the circumstances.

4. COMPENSATION TO CONSULTANT

4.1 City shall pay Consultant for the Services as provided in Exhibit A attached hereto. Consultant's compensation for all Work performed in accordance with this Agreement, including all reimbursable items, if any, shall not exceed **One Hundred Eighty Thousand Dollars and 00/100 (\$180,000)**, without prior written authorization from City. A billing rate increase of 2% will occur on July 1st of each year. No additional billing rate changes shall be made during the term of this Agreement without the prior written approval of City. In this regard, all costs, e.g., fixed costs (e.g., infrastructure, reporting tools, administrative support, consultant labor, analysis) are included within the Services provided herein. Each invoice shall include:

- 4.1.1 The number of 12-Point Random Patient Care Report Reviews performed.
- 4.1.2 The number of 360 reviews performed.
- 4.1.3 Any additional Quality Improvement Services provided.
- 4.1.4 For Quality Improvement Projects:
 - Twenty-five percent (25%) shall be billed at the completion of Step 1,
 - Twenty-five percent (25%) shall be billed at the completion of Step 4.

- Twenty-five percent (25%) shall be billed at the completion of Step 7.
- Twenty-five percent (25%) shall be billed at the completion of Step 9.

4.1.5 Quality Assurance and Improvement curriculum shall be billed after completion of development.

4.1.6 Quality Assurance and Improvement curriculum shall be billed after completion of delivery.

4.2 Consultant shall submit monthly invoices to City describing the Work performed the preceding month. Consultant's bills shall include the name of the person(s) who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates. City shall pay Consultant no later than thirty (30) calendar days after approval of the monthly invoice by City staff.

4.3 Consultant shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit A.

5. PROJECT MANAGER

5.1 Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. Consultant has designated Brandon Grinstead to be its Project Manager.

5.2 Consultant, may remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Consultant warrants that it will furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

6. ADMINISTRATION

This Agreement will be administered by the Project Manager, and on behalf of the City, by the Project Administrator. City's Emergency Medical Services Chief or designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator shall represent City in all matters pertaining to the Services to be rendered by the Project Manager pursuant to this Agreement.

7. CITY'S RESPONSIBILITIES

To assist Consultant in the execution of its responsibilities under this Agreement,

City agrees to provide access to and upon request of Consultant, one copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Consultant's Work schedule.

8. STANDARD OF CARE

8.1 All of the Services shall be performed by Consultant or under Consultant's supervision. Consultant represents that it possesses the independent professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with community professional standards and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same consulting discipline under similar circumstances. All Services shall be performed by qualified and experienced personnel who are not employed by City. By delivery of completed Work, Consultant certifies, to the best of its knowledge, that the Work conforms to the requirements of this Agreement, all applicable federal, state and local laws, and legally recognized professional standards.

8.2 Consultant represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Consultant to practice its profession. Consultant represents that it shall maintain a City of Newport Beach business license during the term of this Agreement.

8.3 Consultant shall not be responsible for delay, nor shall Consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, acts of God, or the failure of City to furnish timely information or to approve or disapprove Consultant's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

9. HOLD HARMLESS

9.1 To the fullest extent reasonably permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which relate (directly or indirectly) to the performance of this Agreement by Consultant, any breach of the terms and conditions of this Agreement by Consultant, or negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable, or any or all of them.

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the negligence, recklessness or willful misconduct of the Indemnified Parties. Nothing in this

indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

10. INDEPENDENT CONTRACTOR

10.1 It is understood that City retains Consultant solely on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the Work are under the control and discretion of Consultant, except to the extent they are limited by statute, rule or the terms of this contract. Consultant is solely responsible for providing the tools, devices and other instruments needed for completing the Project. No civil service status or other right of employment shall accrue to Consultant or its employees. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the Work consistent with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance of the Work or to exercise a measure of control over Consultant shall mean only that Consultant shall consider the desires of City with respect to the results of the Services.

11. COOPERATION

Consultant agrees to work closely with and reasonably cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Consultant on the Project.

12. CITY POLICY

Consultant shall discuss and review matters relating to the Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

13. PROGRESS

Consultant shall keep the Project Administrator reasonably informed of the Project, activities, plans and performance.

14. INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit B, and incorporated herein by reference.

15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred, contracted or subcontracted out without the prior written approval of City. Any of the following shall be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint-venture or syndicate or co-tenancy, which shall result in changing the control of Consultant. Control means fifty percent (50%) or more of the voting power or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

16. SUBCONTRACTING

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Consultant shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

17. OWNERSHIP OF DOCUMENTS

17.1 Each report, plan, or curriculum (hereinafter "Documents") prepared by Consultant, its officers, employees, agents and subcontractors, and provided to City in the course of implementing this Agreement, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other Party, provided, however, that Consultant may maintain a copy of all such Documents for internal and archival purposes. All other documentation created by Consultant in or related to the performance of Services shall be the sole and exclusive property of Consultant, provided that no such documentation shall contain protected patient health information, including but not limited to, information subject to the Health Insurance Portability and Accountability Act or the Confidentiality of Medical Information Act.

17.2 Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Consultant will be at City's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this Agreement by City or persons other than Consultant is waived against Consultant, and City assumes full responsibility for such changes unless City has given Consultant prior notice and has received from Consultant written consent for such changes.

17.3 All written documents shall be transmitted to City in formats compatible with Microsoft Office and/or viewable with Adobe Acrobat.

18. CONFIDENTIALITY

18.1 All Documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential between the Parties unless City expressly authorizes in writing the release of information for public dissemination. Consultant and City agree to enter into a Business Associate Agreement (BAA) that complies with the requirements of the Health Insurance Portability and Accountability Act (HIPPA) and its implementing regulations (45CFR Parts 160 and 164) and California law.

18.2 Consultant, its officers, employees, agents and subcontractors may be required to and pass a criminal background investigation by providing a complete set of fingerprints to City prior to commencing or performing Services or Work with Protected Health Information. Consultant is required to submit any fees for the criminal background investigation according to the City's most current administrative fee schedule or successor document. Fingerprints may be required to be updated every five (5) years.

19. INTELLECTUAL PROPERTY INDEMNITY

Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Consultant's Documents provided under this Agreement.

20. RECORDS

Consultant shall keep records and invoices in connection with the Services to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall reasonably allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Consultant shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

21. WITHHOLDINGS

City may withhold payment to Consultant of any disputed sums until the reasonable resolution of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Consultant shall not discontinue Work as a result of such withholding. Consultant shall have an immediate right to appeal to the City Manager or designee with respect to such disputed

sums. Consultant shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

22. CITY'S RIGHT TO UTILIZE OTHER CONSULTANTS

City reserves the right to contract with additional Consultants in connection with the Project.

23. CONFLICTS OF INTEREST

23.1 Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act") and/or Government Code §§ 1090 et seq., which (1) require such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibit such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

23.2 If subject to the Act and/or Government Code §§ 1090 et seq., Consultant shall conform to all reasonable requirements therein. Failure to do so may result in a material breach and may constitute grounds for termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

24. NOTICES

24.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided.

24.2 All notices, demands, requests or approvals from Consultant to City shall be addressed to City at:

Attn: Kristin Thompson
Division Chief, Emergency Medical Services
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

24.3 All notices, demands, requests or approvals from City to Consultant shall be addressed to Consultant at:

Attn: Brandon Grinstead
Paramedtrix LLC
21821 Constancia
Mission Viejo, CA 92692

25. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its request for final payment under this Agreement, Consultant shall submit to City, in writing, any and all claims for compensation, if any, under or arising out of this Agreement. Consultant's acceptance of the final payment shall constitute a waiver of all claims for further compensation under or arising out of this Agreement except those previously made in writing and identified by Consultant in writing as unsettled at the time of its final request for payment. Consultant and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, Consultant shall be required to file any claim Consultant may have against City in strict conformance with the Government Claims Act (Government Code sections 900 et seq.).

26. TERMINATION

26.1 In the event that either Party materially fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that Party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of ten (10) calendar days, or if more than ten (10) calendar days are reasonably required to cure the default, and the defaulting Party fails to give adequate assurance of due performance within ten (10) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting Party may terminate the Agreement forthwith by giving to the defaulting Party written notice thereof.

26.2 Notwithstanding the above provisions, both parties shall have the right, at their sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than sixty (60) calendar days' prior written notice to the other party. In the event of termination under this Section, City shall pay Consultant for Services satisfactorily performed up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all Documents developed in the performance of this Agreement.

27. STANDARD PROVISIONS

27.1 Recitals. City and Consultant acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

27.2 Compliance with all Laws. Consultant shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted that reasonably relate to its performance under this Agreement.

27.3 Waiver. A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

27.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

27.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

27.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

27.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

27.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

27.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

27.10 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, sexual orientation, age or any other impermissible basis under law.

27.11 No Attorneys' Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing Party shall not be entitled to attorneys' fees.

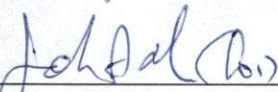
27.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

Date: 7/17/25

By: 
Aaron C. Harp
City Attorney

7.17.25
Af

CITY OF NEWPORT BEACH,
a California municipal corporation

Date: _____

By: _____
Joe Stapleton
Mayor

ATTEST:

Date: _____

By: _____
Molly Perry,
Interim City Clerk

CONSULTANT: Paramedtrix LLC, a
California limited liability company

Date: _____

By: _____
Brandon B. Grinstead,
Owner

[END OF SIGNATURES]

Attachments: Exhibit A – Scope of Services and Fees
 Exhibit B – Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES and BILLING RATES

Emergency Medical Services (EMS) Continuous Quality Improvement Services

(SEE ATTACHMENT)

EXHIBIT A

SCOPE OF SERVICES & BILLING RATES

Emergency Medical Services (EMS) Continuous Quality Improvement Services

Qualifications:

- Consultant shall have or held and maintain an EMT License or EMT-P License
- Consultant shall have a minimum of 3 years providing EMS Quality Improvement Services

The consultant shall perform EMS Quality Improvement Services for the City of Newport Beach Fire Department, as outlined in the Paramedtrix proposal below:



13-Point Random CQI Review

Introduction

Paramedtrix LLC will conduct an independent 3rd party systematic and comprehensive Quality Assurance review of patient care reports (PCRs). Our 13-point review ensures compliance with standards, enhances documentation quality, and ultimately improves patient care outcomes.

Scope of Work

Paramedtrix LLC will conduct a random review of PCRs based on the following 13 critical criteria:

1. **Appropriate Assessment Performed:** Evaluation of whether the patient assessment meets clinical standards and situational requirements.
2. **Treatment Correlates with Patient Assessment:** Ensuring treatments provided align with the clinical findings.
3. **Two Sets of Vital Signs:** Verification that at least two complete sets of vital signs were obtained and documented.
4. **Abnormal Vital Signs Addressed and Reassessed:** Ensuring that abnormal values were appropriately managed and rechecked.
5. **Blood Sugar Obtained When Indicated:** Confirming blood glucose levels were measured in relevant cases.

6. **Patient Medications Documented:** Verification that the patient's medications were either listed or appropriately attached to the PCR.
7. **Pulse Oximetry:** Ensuring its use is documented when clinically indicated.
8. **Capnography:** Verification of the use and documentation of nasal or in-line capnography where indicated.
9. **12-Lead ECG:** Ensuring it was performed, documented, and followed protocol when clinically indicated.
10. **Narrative Quality:** Review whether the narrative accurately and sufficiently describes the events surrounding the patient encounter.
11. **Transport Level:** Ensuring the transport level is appropriate based on the patient's condition.
12. **Overall Documentation Rating:** Providing a holistic score for the quality of documentation.
13. **Policy/Procedural Compliance:** Local Core Measures and OCEMS Policy/Procedure compliance has been met.

Deliverables

Findings Report: Each reviewed PCR will include detailed feedback that utilizes the Paramedtrix 13-point evaluation system, including specific strengths, areas for improvement, and recommendations for a more in-depth 360 Incident Review.

- a. Detailed Review Reports: Each reviewed PCR will include detailed findings, strengths, areas for improvement, and actionable recommendations.
- b. Patient Outcome Data: Outcome data (when available) will be shared with the agency and EMS providers to provide a feedback loop for quality assurance.
- c. Quarterly Summary Report: A trend analysis report summarizing findings, key observations, data reporting, and recommendations for targeted Quality Improvement (QI) initiatives and education will be provided quarterly for reviewed incident trends.
 - i. Critical patient safety trends will prompt immediate reporting.

Cost Structure

Cost Per Incident: \$13.30

Annual Review Estimate: Approximately 10% of annual PCRs, equating to 1,500 incidents annually for a projected total cost of \$19,950 annually. Actual amounts are to be determined by the city in consultation with Consultant.

360 Incident Review

Introduction

Paramedtrix LLC will provide and perform a 3rd party comprehensive 360 Incident Review process to evaluate high-risk Emergency Medical Service (EMS) incidents requiring a more detailed examination than standard quality assurance services. Paramedtrix's analysis integrates multiple data points to assess response quality, documentation accuracy, and patient outcomes.

The 360 Incident Review process ensures an objective and transparent evaluation of EMS responses. By identifying strengths and addressing areas for improvement, the process supports operational efficiency, enhances provider performance, and ultimately improves patient outcomes.

Scope of Work

Paramedtrix LLC will conduct an in-depth independent review of each city-selected incident, requiring a 3rd party comprehensive formal written review using the following data points:

1. **Agency Patient Care Report:** Evaluating provider documentation for accuracy, completeness, and adherence to protocols.
2. **Outside Agency Patient Care Report:** Assessing interagency collaboration and documentation consistency.
3. **Base Hospital Report:** Analysis to assess the communication, treatment orders, and destination determination process.
4. **Patient Outcome Information:** Clinical outcomes to evaluate the efficacy and impact of prehospital care.
5. **Computer-Aided Dispatch (CAD):** Assessment of dispatch information, timing, and resource allocation.
6. **Staffing Information:** Review of the responding crew, certification, and fatigue level, relevant to the incident.
7. **National Incident Fire Reporting System (NFIRS):** Examination of fire department incident data for EMS-related responses.
8. **EKG/Defibrillator Data:** Analysis of cardiac monitoring and defibrillation data for adherence to clinical protocols and timing.
9. **Chest Compression Device Data:** Review of mechanical CPR device performance and usage.
10. **EMS System Policies and Protocols:** Verification of adherence to established system-wide guidelines.
11. **Departmental Standard Operating Procedures (SOPs):** Review of agency-specific operational protocols for compliance.

12. **911 Audio:** Evaluation of initial emergency communications for context, clarity, and appropriateness.
13. **Tactical Audio:** Analysis of on-scene radio communications for coordination and situational awareness.
14. **Base Hospital Audio:** Review of medical direction and hospital communication during the incident.
15. **Agency-Specific Applications:** Analysis of application usage, such as Handtevy or other tools, to ensure optimal application of resources.

Findings Report: Each reviewed incident will include a comprehensive report covering all available data points. The report will highlight:

- Specific strengths in performance and protocol adherence.
- Areas for improvement in documentation, communication, and patient care.
- Actionable recommendations for continuous quality improvement.

Cost Structure

Cost Per Incident: \$640.00

Annual Estimate: Approximately 12 incidents annually, for a total projected cost of \$7,680 per year.

Continuous Quality Improvement Project

Paramedtrix LLC is a leader in EMS quality improvement services, specializing in utilizing the Healthcare Improvement Model (also known as the Model for Improvement). The Healthcare Improvement Model is widely used in healthcare settings, including Emergency Medical Services (EMS), to drive quality improvement. Paramedtrix partners with EMS agencies to identify performance gaps, analyze trends using data-driven approaches, and implement targeted interventions that improve patient outcomes and operational efficiency. Through structured methodologies such as Plan-Do-Study-Act (PDSA) cycles, Paramedtrix ensures the development and deployment of effective solutions tailored to each organization's unique needs. Our expertise includes enhancing protocol compliance and monitoring systems for continuous performance tracking. With a commitment to evidence-based practices and collaborative engagement with stakeholders, Paramedtrix delivers sustainable improvements that elevate the standard of care in emergency medical services.

Paramedtrix, LLC will utilize the Healthcare Improvement Model. The Healthcare Improvement Model will drive focused Emergency Medical Services (EMS) quality improvement. We will identify performance gaps, analyze trends using data-driven approaches, and recommend targeted interventions that improve patient outcomes and operational efficiency. Below is a step-by-step outline for the deliverables of an EMS Quality Improvement (QI) project using this model:

Step 1: Identify the Problem

- The initial stage is identified in the Quality Assurance process.
 - Review existing data (e.g., patient care reports, response times, NEMSIS data).
- Engage stakeholders (EMS staff, medical directors, patients, and community members) to gather input on perceived problems.

- Define the specific issues to address (e.g., excessive scene times, medication errors, protocol non-compliance).

Step 2: Formulate the Aim

- Develop a clear and specific aim statement:
 - What are you trying to accomplish?
 - Example: "Reduce EMS pediatric medication errors by 20% within six months."
 - Ensure the aim is SMART (Specific, Measurable, Achievable, Relevant, Time-bound).

Step 3: Establish Metrics and Collect Baseline Data

- Identify Key Performance Indicators (KPIs):
 - Outcome measures: Patient survival rates, pain management effectiveness.
 - Process measures: Protocol adherence, response time consistency.
 - Balancing measures: Impact on other parts of the system (e.g., Budget, EMS availability for non-critical calls).
 - Collect baseline data to establish a starting point for improvement.

Step 4: Develop Change Ideas

- Brainstorm potential interventions with the City's team based on the identified problem.
- Utilize evidence-based practices or lessons from similar organizations.
- Examples of change ideas:
 - Introducing real-time monitoring.
 - Implementing training on specific protocols.
 - Paramedtrix can develop a new educational curriculum
 - Paramedtrix can adopt a nationally recognized curriculum to meet the project needs
 - Paramedtrix can review the established agency curriculum and adapt changes to meet the quality improvement project needs.
 - Streamlining handoff processes at receiving facilities.

Step 5: Plan-Do-Study-Act (PDSA) Cycles

The PDSA cycle is the core of the Healthcare Improvement Model. Conduct iterative tests of change to refine interventions.

Plan:

- Design the intervention and predict its impact.
- Define roles, responsibilities, and success criteria.

Do:

- Present the intervention on a small scale.
- Document observations and challenges during implementation.

Study:

- Analyze results using your pre-defined metrics.
- Compare results against predictions.

Act:

- Refine the intervention based on findings or decide whether to scale it up.
- If successful, plan broader implementation; if not, return to the Plan phase with adjustments.

Step 6: Implement Successful Changes

- Scale-up interventions that demonstrated effectiveness in PDSA cycles.
- Provide training for staff to ensure consistent implementation.

Step 7: Monitor and Sustain Improvements

- Develop dashboards or regular reporting systems to track metrics over time.
- Schedule periodic reviews to ensure sustained compliance with the new practices.
- Address resistance to change by reinforcing the benefits of improvements and involving staff in ongoing discussions.

Step 8: Communicate Results

- Share outcomes with stakeholders, including staff, medical directors, and community partners.
- Use visuals (graphs, charts) to illustrate improvements.
- Celebrate successes to build momentum for future QI projects.

Step 9: Reflect and Plan for Future Improvements

- Conduct a formal project review to identify lessons learned.
- Document processes and results for future reference.
- Plan for additional QI projects based on other identified areas of need.

This structured approach ensures a data-driven, systematic improvement process, aligning with the principles of the Healthcare Improvement Model.

Cost Structure

National EMS Quality Alliance CA Core Measures \$6,400 consultant project management fees for Image Trend report development. This fee excludes education development and delivery fees as outlined in this proposal.

1. Paramedtrix will develop NEMSIS-compliant reporting aligned with the National EMS Quality Alliance (NEMSQA) metrics and California EMS Core Measures.
2. As each measure is established, these reporting tools will be seamlessly integrated into the City's quality assurance program, enabling monitoring and evaluation of key performance indicators.
3. Paramedtrix will identify trends, assess compliance, and highlight areas for improvement these measures serve as actionable drivers for targeted quality improvement projects.

Annual Estimate: Approximately 1-2 quality improvement projects annually, starting after the 1st quarter of quality assurance projects. Continuous Quality Improvement Project \$6,400 for consultant project management fees.

Curriculum Development**Service Description**

Proposal Outline for EMS Curriculum Development and Continuing Education (CE) Services to meet EMS Quality Improvement project needs.

Objective: To develop and deliver engaging, evidence-based EMS education programs, including a 2–3-hour curriculum, a 1-hour online course, and preparation resources for instructors, alongside live CE

offerings with accreditation to meet quality improvement project AIM statement and quality measures developed during the improvement project. Ensure the curriculum aligns with state and national EMS standards.

1. Scope of Work

- Development of a 2–3-Hour EMS Curriculum:
 - Topic selection based on project needs (e.g., advanced airway management, trauma care updates, or pediatric emergencies).
 - Inclusion of interactive content (case studies, simulations, group discussions).
- 1. Creation of a 1-Hour Online Curriculum:
 - Development of a concise, focused online module on topics like protocol updates or medication administration.
 - Integration of multimedia elements (videos, quizzes, downloadable resources).
 - Ensure compatibility with major LMS platforms for ease of delivery.
- 2. Course Familiarization, Modification, and Preparation:
 - Review existing curriculum such as the instructor manual and familiarization videos for instructors, highlighting key content areas.
 - Make modifications to curriculum to meet project and EMS agency standards customization options to meet specific organizational needs.
 - Prepare all necessary items to administer the course.
- Live CEU Fee-Based Offerings:
 - 2-Hour Live CEU:
 - The curriculum focused on a specialized topic(s) to meet quality improvement project needs.
 - Delivered in-person with real-time interaction and Q&A.
 - 3-Hour Live CEU:
 - Expanded curriculum to meet quality improvement project needs.
 - In-depth case-based learning and hands-on practice (if applicable).

2. Methodology

- Needs Analysis:
 - As determined through the quarterly quality assurance and quality improvement project processes
- Curriculum Design:
 - Develop content using instructional design principles.
 - Align content with national, state, and OCEMS CE standards and requirements.
- Content Delivery:
 - Online module hosted on an accessible LMS.
 - Live CEU courses offered in flexible formats (onsite, virtual, hybrid)
- Assessment and Feedback:
 - Active engagement activities to reinforce activities.
 - Hands-on simulation scenarios to apply learning
 - Written tests as required by the course curriculum.
 - Surveys to evaluate course effectiveness and gather suggestions.

3. Deliverables

- Comprehensive instructor guide for 2–3-hour curriculum.
- Two live CE programs with accreditation (2-hour and 3-hour formats).
- Interactive, SCORM-compliant 1-hour online course module.

- Train the Trainer - Instructor familiarization resources, including videos, and checklists.
- 2-3 hour course instruction

This plan is a comprehensive approach to developing high-quality EMS training programs that address potential gaps in professional knowledge and skills while meeting CE standards.

Cost Structure

1. Continuous Quality Improvement Project \$6,400 for consultant project management fees.
 - a. This fee excludes Quality Improvement Project education development and delivery fees.
 - b. Annual Estimate: Approximately 1-2 quality improvement projects annually starting after the 1st quarter of quality assurance projects.
2. Quality Assurance C Improvement Curriculum Development and Delivery. Actual recommended quantities are to be determined by the quality assurance program and quality improvement project recommendations.
 - a. 1-Hour Online CE Course Development \$1,600
 - b. 2-3 Hour Live CE Course Development \$3,200
 - c. 2-Hour Live CE Course Delivery \$240
 - d. 3-Hour Live CE Course Delivery \$320
 - e. 2-Hour Train-the-Trainer \$240
 - f. 3-Hour Train-the-Trainer \$320

EXHIBIT B

INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES

1. Provision of Insurance. Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form reasonably satisfactory to City. Consultant agrees to provide insurance in accordance with the requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.

- A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its City Council, boards and commissions, officers, agents, volunteers, employees.

- B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000)

combined single limit each accident.

- D. Professional Liability (Errors & Omissionst) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers, and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- B. Additional Insured Status. All liability policies including general liability, excess liability and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers, employees shall be included as insureds under such policies.
- C. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its City Council, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subconsultants.
- D. Additional Insured Status. All liability policies including general liability, excess liability and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City, its City Council, boards and commissions, officers, agents, volunteers and employees shall be included as insureds under such policies.
- E. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

- F. Notice of Cancellation. All policies shall provide City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The Parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of the Work. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within fifteen (15) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.
- C. Insurance for Subcontracts. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage,

limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give City prompt and timely notice, in confidence, of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.