

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: December 15, 2009 – 1:30 PM	AGENDA NO.:
SUBJECT: Approve and authorize the Director of Health to execute a five year Agreement effective January 30, 2010 with American Medical Response-West to provide Advanced Life Support Ambulance Services that includes the option for five one-year additional earned extensions.	
DEPARTMENT: Health – Emergency Medical Services Agency	

RECOMMENDATION

It is recommended that the Board of Supervisors:
Approve and authorize the Director of Health to execute a five year Agreement effective January 30, 2010 with American Medical Response-West to provide Advanced Life Support Ambulance Services that includes the option for five one-year additional earned extensions.

SUMMARY

Staff is seeking Board of Supervisor approval for an “Advanced Life Support” ambulance provider contract.

DISCUSSION

On October 13, 2009 the Board authorized representatives from the County Emergency Medical Services Agency to enter into contract negotiations with American Medical Response-West (AMR). The negotiations were successful and staff is now recommending approval of a five year Agreement with AMR which includes the option for five one-year additional earned extensions.

Highlights from the proposed Agreement include the following:

- Current ambulance response times within the County will remain the same with some improvement in North County.
- An ambulance will be stationed to cover the Big Sur area.
- There will be an increase of \$179.22 to the base rate for ambulance responses within the County. The increase considers the fact that Medicare reimbursement rates for ambulance transports are decreasing starting in 2010. Subsequent rate increases will be tied to a formula using the Consumer Price Index (CPI) and collection rates. AMR has agreed to re-open negotiations on ambulance rates should AMR exceed a pre-tax profit of 8%.
- AMR has agreed to establish a Fee Forgiveness Program in an amount up to \$1,000,000.00, which is designed to assist those patients without insurance and who do not qualify for government assistance programs.

Based on the multiple levels of review and the findings of the RFP panels, and the lengthy negotiations that ensued, staff is recommending the proposed Agreement and that the County engage AMR ambulance to provide advanced life support ambulance service to Monterey County.

OTHER AGENCY INVOLVEMENT

Risk Management, Contracts/Purchasing Officer and County Counsel have reviewed and approved the recommended contract with AMR as to form.

FINANCING

Development and management of the *Request for Proposal* was funded through County Service Area 74. There is no cost to either CSA 74 or the General Fund to implement the Agreement.

Prepared by:



Tom Lynch 755-5013 ext. 27

EMS Director

12-2-09
Date

Approved by:



Len Foster

Director of Health

cc: Charles J. McKee, County Counsel
Michael Miller, Auditor-Controller
Mike Derr, Contracts/Purchasing Officer

BOARD OF SUPERVISORS ORDER – AMENDMENT 1

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-11610

Approve and authorize the Director of Health to)
sign and execute Amendment No. 1 for the first)
one (1) year contract extension with American)
Medical Response – West (AMR) for the period)
of January 31, 2015 through January 31, 2016....)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Approved and authorized the Director of Health to sign and execute Amendment No. 1 for the first one (1) year contract extension with American Medical Response – West (AMR) for the period of January 31, 2015 through January 31, 2016.

PASSED AND ADOPTED on this 14th day of June, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

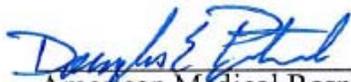
AMENDMENT 1
 AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
 SERVICE FOR THE COUNTY OF MONTEREY (*Agreement No. A-11610*)

This AMENDMENT is made to that certain Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement No. A-11610) (“Agreement”) entered into on January 30, 2010, by and between American Medical Response-West, hereinafter referred to as “CONTRACTOR” and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

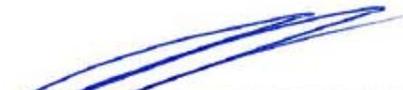
Pursuant to Section 6.1.1 of the Agreement, CONTRACTOR and County agree to execute the Agreement’s option of a one (1) year contract extension to provide advanced life support ambulance service for the County of Monterey.

The first one (1) year contract extension with CONTRACTOR shall be for the period of January 31, 2015 through January 31, 2016.

IN WITNESS HEREOF, the parties have executed this Amendment to the Agreement on the date written below.


 American Medical Response
 West - AMR

7-7-11
 Date


 Director of Health

7-8-11
 Date

BOARD OF SUPERVISORS ORDER – AMENDMENT 2

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-11610

Approve and authorize the Director of Health to)
sign and execute Amendment No. 2 to Agreement)
No. A-11610 for the second one (1) year)
Agreement extension with American Medical)
Response – West (AMR) for the period of)
February 01, 2016 through January 30, 2017.....)

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

Approved and authorized the Director of Health to sign and execute Amendment No. 2 to Agreement No. A-11610 for the second one (1) year Agreement extension with American Medical Response – West (AMR) for the period of February 01, 2016 through January 30, 2017.

PASSED AND ADOPTED on this 7th day of February, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Supervisor Calcagno, Salinas, Potter and Parker

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on February 7, 2012.

Dated: February 9, 2012

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

AMENDMENT No. 2
TO COUNTY OF MONTEREY
AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
SERVICE FOR THE COUNTY OF MONTEREY *Agreement No.: A-11610*

This Amendment No. 2 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

Whereas, County and Contractor wish to amend the Agreement to better define Contractor requirements regarding response time compliance by county region, allow Behavioral Health defined transports be provided by an entity other than Contractor and better refine county response time requirements and

To agree to a second one year extension of the current agreement allowing the term of this agreement for a period of five (5) years beginning January 30, 2012. This shall be the second one (1) year earned extension of the five (5) annual that may be applied for and approved annually.

Now, therefore, County and Contractor hereby agree the Agreement is amended as follows:

A. Amend section 4.1.2.4 to read:

Certain requests for ambulance transportation services ~~originating in Monterey County~~ may be made by the Monterey County Health Department, Behavioral Health Bureau. The CONTRACTOR shall not be responsible for those ambulance responses except for emergency transports only. Such requests shall be made utilizing an authorization process established and approved by the CONTRACTOR and County under this AGREEMENT. CONTRACTOR shall provide ~~all such authorized~~ emergency ambulance services according to the response-time and other performance requirements of the AGREEMENT. The Behavioral Health Bureau shall only pay for authorized services that it requests in an amount that is equivalent to the current approved MediCal rates for ambulance services in effect on the date that the transport is completed; and only for those transports that are not reimbursable by MediCal, Medicare or the patient's private insurance plan.

B. Amend Section 6.1.1 to read:

To earn each extension, the CONTRACTOR must meet or exceed the minimum requirements of the AGREEMENT absent any declaration of breach during the previous term that is not cured as determined by the EMS Director. Extensions must be applied for and approved annually. The procedure for evaluation of renewal requests shall at a minimum require that the CONTRACTOR has been, (a) in compliance with the performance requirements, (b) in compliance with financial requirements, ~~and~~ (c) in compliance with the clinical performance requirements, and (d) able to limit response-time disparity by region of the county of the AGREEMENT. During each year of the contract, the CONTRACTOR may apply for a renewal by submitting a written request to the County no later than the last day of October of the current AGREEMENT year. The EMS Director shall determine if the request is to be granted no later than the last day of November of the same year.

- C. Add section 18.1.2.1 to read:

The EMS Boundaries, as referenced in Exhibit D to the agreement, are utilized by the county to monitor the CONTRACTOR'S response-time performance by region of the county. The CONTRACTOR shall in good faith limit response-time disparity by region of the county regardless of priority class.

- D. Amend section 18.4.2 to read:

"Arrival at the incident" means the moment an ambulance crew notifies the communications center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes, parking areas for parks, trailheads, etc.), "arrival at the incident" shall be the time the ambulance arrives at the designated staging location. The response-time standard to staging shall not be relaxed. The EMS Medical Director may require the CONTRACTOR to log time "at patient" for medical research purposes. However, during the term of the AGREEMENT, "at patient" time intervals shall not be considered part of the contractually stipulated response time, but can be executed at any time for research purposes.

- E. Amend section 18.4.3 to read:

~~In instances when the ambulance fails to report "at scene," or the dispatcher takes longer than 59 seconds to dispatch (Priority 1, 2 or 3 responses) a transport capable ambulance CONTRACTOR shall be fined \$100 ("dispatch interval penalty"). CONTRACTOR shall be required to report all failures to report "at scene" or dispatches taking longer than 59 seconds. Should the CONTRACTOR fail to report on scene, the time of the next communication with the ambulance shall be used as the time of "arrival at the incident." However, the CONTRACTOR may request amendment of the recorded arrival time when it can document the actual arrival time through other means such as first responders. This does not exempt the failure to "report at scene" financial penalty, only the "dispatch interval penalty". Arrival at scene must be reported by a manual action of the ambulance crew at the scene either through voice communications or the use of manually activated, digital status-reporting device approved by the EMS Director. Post notification of scene time by crews when transmitting their next communication shall not be counted as the official on scene time. Arrival times automatically captured solely by Automated Vehicle Locator (AVL) position reporting may be used as a final back up to all other reporting devices and shall not exempt the failure to "report at scene" financial penalty, only the "dispatch interval penalty".~~

- F. Add section 18.4.3.1 to read:

18.4.3.1 In instances when the ambulance fails to report "at scene," CONTRACTOR shall be fined \$100 ("report at scene penalty"). CONTRACTOR shall be required to report all failures to report "at scene". Should the CONTRACTOR fail to report on scene, the time of the next communication with the ambulance shall be used as the time of "arrival at the incident." Arrival at scene must be reported by a manual action of the ambulance crew at the scene either through voice communications or the use of manually activated, digital status-reporting device approved by the EMS Director. Post notification of scene time by crews when transmitting their next communication shall not be counted

as the official on scene time. Arrival times automatically captured solely by Automated Vehicle Locator (AVL) position reporting may be used as a final back up to all other reporting devices. However, the CONTRACTOR may request amendment of the recorded arrival time when it can document the actual arrival time using the following methods.

- Voice communications on the MED Channels
- Voice communications on the Fire Command Channels
- Automatic Vehicle Locator system (AVL)

All failure to report at scene incidents shall be reviewed by the CONTRACTOR in an effort to reduce these occurrences.

G. Amend section 18.8 to read:

Response Time ~~Exemptions~~ Exclusions:

CONTRACTOR shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the CONTRACTOR'S reasonable control may affect the achievement of the specified response time standards. Unusual factors may include ~~declared disasters, EMS Agency directed ambulance strike team deployments, extraordinary and unpredictable weather, and multiple casualty incidents:~~

- Declared disasters
- EMS Agency directed ambulance strike team deployments
- Extraordinary and unpredictable weather
- Multiple casualty incidents
- Periods of unusually high demand
- Access issues (i.e. gates, trails, large complexes, maritime incidents etc.)
- Road closures
- Other unknown circumstances (must be fully documented)

If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response-time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a written request that the County exclude these responses from late penalties. Any such request must demonstrate that at the moment the call was received an unusual factor beyond the CONTRACTOR'S reasonable control existed. Requests must be made in writing and received by the EMS Director no later than ten (10) calendar days after the end of the month the call(s) occurred in. The EMS Director shall review the request and issue a determination within ten (10) calendar days after receipt of CONTRACTOR'S written request. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Monterey County Director of Health for a definitive ruling within ten (10) calendar days of the receipt of the response-time exemption determination by the EMS Director. The ruling of the Director of Health shall be final and binding.

To request exclusion for a "period of unusually high demand," the CONTRACTOR must demonstrate that, at the moment the call was received, the number of emergency calls dispatched and being worked simultaneously exceeds the sum of the following formula:

Overload = (1.5 X (1 Standard Deviation)) + The Mean

Rounded Up to the nearest whole call for the entire population of emergency ambulance calls for that hour for the past 20 Weeks.

Equipment failures, traffic congestion, ambulance failures and inability to staff units, shall not be grounds for granting an exception to compliance with the response standards.

H. Delete section 18.9:

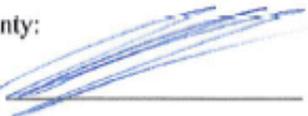
18.9 — Response Time Exemption Requests:

~~If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a written request that the County exclude these responses from response time compliance calculations and late penalties. Any such request must demonstrate that at the moment the call was received an unusual factor beyond the CONTRACTOR'S reasonable control existed. Requests must be made in writing and received by the EMS Director within ten (10) calendar days after the date of the call(s) for which exemptions are requested. The EMS Director shall review the request and issue a determination within ten (10) calendar days after receipt of CONTRACTOR'S written request. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Monterey County Director of Health for a definitive ruling within ten (10) calendar days of the receipt of the response time exemption determination by the EMS Director. The ruling of the Director of Health shall be final and binding.~~

I. Amend and replace Exhibit D with attached EMS Boundaries maps.

J. All other terms and conditions of the Agreement remain the same.

County:

By: 

Title: Director of Health

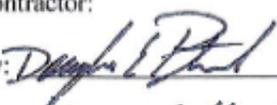
Date: 3-9-12

APPROVED AS TO FORM; (County Counsel)

By: 

Deputy County Counsel

Contractor:

By: 

Title: GENERAL MANAGER

Date: 3-6-12

Date: 3/7/12

File ID 13-004 No. 21



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Potter, seconded by Supervisor Parker, and carried by those members present, the Board of Supervisors hereby:

- a. Denied the third one (1) year contract extension (Attachment C-3);
- AYES: Supervisors Armenta, Calcagno, Salinas, Potter, and Parker
 NOES: None
 ABSENT: None

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

- b. Approved and authorized the Director of Health to execute amendment to Exhibit D (Attachment C-2) refining our zone response times; and
- AYES: Supervisors Armenta, Calcagno, Salinas, Potter, and Parker
 NOES: None
 ABSENT: None

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board of Supervisors hereby:

- c. Approved and authorized the rate increase of 2.75% pursuant to section 17.2 of the Agreement for 2013 (Attachment C-1).
- AYES: Supervisors Armenta, Salinas, Potter, and Parker
 NOES: Supervisor Calcagno
 ABSENT: None

PASSED AND ADOPTED on this 29th day of January 2013.

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on January 29, 2013.

Dated: January 31, 2013
File Number: 13-004

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

ATTACHMENT C-1

AMENDMENT No. 3
 TO COUNTY OF MONTEREY
 AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
 SERVICE FOR THE COUNTY OF MONTEREY *Agreement No.: A-11610*

This Amendment No. 3 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

Whereas, County and Contractor wish to implement a rate increase (2.75%), County and Contractor hereby agree the Agreement is amended as follows:

Amend and replace Exhibit B with attached Monterey County Ambulance Rates.

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

Contractor:

By: 
 Title: Director of Health

By: 
 Title: GENERAL MANAGER

Date: 3-1-13

Date: 1-31-13

Approved as to Form and Legality: (County Counsel)

By: 
 Sr. Deputy County Counsel

Date: 1/31/13

ATTACHMENT C-2

<p style="text-align: center;">AMENDMENT No. 4 TO COUNTY OF MONTEREY AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY <i>Agreement No.: A-11610</i></p>
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This Amendment No. 4 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

Whereas, County and Contractor wish to amend the Agreement to refine Contractor response time requirements, County and Contractor hereby agree the Agreement is amended as follows:

Amend and replace Exhibit D with attached EMS Boundaries maps.

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

Contractor:

By: 
Title: Director of Health

By: 
Title: GENERAL MANAGER

Date: 3-1-13

Date: 1-31-13

Approved as to Form and Legality: (County Counsel)

By: 
Sr. Deputy County Counsel

Date: 1/31/13

File ID A 13-254 No. 22



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-11610

Upon motion of Supervisor Calcagno, seconded by Supervisor Potter and carried by those members present, the Board of Supervisors hereby:

- a. Received an oral report from Citygate Associates, consultants to Health Department - EMS Agency, regarding the final report developed on Ambulance System Issues Review and Analysis of Options.
- b. Approved and authorized the Director of Health to sign and execute Amendment No. 5 to Agreement No.: A-11610 for a (1) year contract extension with American Medical Response - West (AMR) for the period of January 31, 2017 through January 31, 2018.

PASSED AND ADOPTED on this 5th day of November 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on November 5, 2013.

Dated: November 7, 2013

File Number: A 13-254

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  _____
Deputy

AMENDMENT No. 5
 TO COUNTY OF MONTEREY
 AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
 SERVICE FOR THE COUNTY OF MONTEREY *Agreement No.: A-11610*

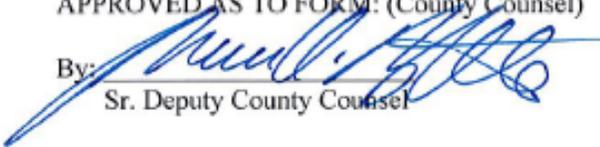
This Amendment No. 5 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

Pursuant to Section 6.1.1 of the Agreement, Contractor and County agree to a third one year extension of the current agreement allowing the term of this agreement for a period of five (5) years beginning January 30, 2013. This shall be the third one (1) year earned extension of the five (5) annual that may be applied for and approved annually.

All other terms and conditions of the Agreement, as previously amended remain the same.

County:
 By: 
 Title: Director of Health
 Date: 1-27-14

Contractor:
 By: 
 Title: GENERAL MANAGER
 Date: 1-28-14

APPROVED AS TO FORM: (County Counsel)
 By: 
 Sr. Deputy County Counsel

Date: 1-27-2014

File ID A 14-003 No. 21



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5068

Agreement No.: A-11610

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Director of Health to sign and execute Amendment No. 6 to Agreement No: A-11610 for a fourth one (1) year contract extension with American Medical Response - West (AMR) for the period of January 31, 2018 through January 31, 2019.

PASSED AND ADOPTED on this 28th day of January 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on January 28, 2014.

Dated: January 28, 2014
File Number: A 14-003

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hanack
Deputy

AMENDMENT No. 6
TO COUNTY OF MONTEREY
AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
SERVICE FOR THE COUNTY OF MONTEREY *Agreement No.: A-11610*

This Amendment No. 6 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

WHEREAS, County and Contractor amended the AGREEMENT previously on July 8, 2011 via Amendment #1; and on March 9, 2012 via Amendment #2; and on January 31, 2013 via Amendment #3; and on January 31, 2013 via Amendment #4; and on November 5, 2013 via Amendment #5 and

Pursuant to Section 6.1.1 of the agreement, Contractor and County agree to a fourth one year extension of the current agreement allowing the term of this agreement for a period of five (5) years beginning January 30, 2014. This shall be the fourth one (1) year earned extension of the five (5) annual that may be applied for and approved annually.

Whereas, County and Contractor wish to amend the Agreement to better define Contractor requirements regarding county response time requirements and submission of an annual report and, County and Contractor hereby agree the Agreement is amended as follows:

A. Amend section 4.2.5 to read:

Miscellaneous Reports- CONTRACTOR shall comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonably or excessively cumbersome to the CONTRACTOR. The CONTRACTOR shall provide an annual report to the Emergency Medical Care Committee (EMCC), Board of Supervisors, City Managers and Fire Chiefs Association to include, at a minimum:

- Overall annual billing statistics.
- Fee Forgiveness Program with usage breakdown.
- Complaint and resolutions log summary.
- Changes in insurance carrier practices affecting future collections.

B. Amend and replace Exhibit D with attached EMS Boundaries maps.

C. All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

By: 

Contractor:

By: 
2-11-14

Title: Director of Health

Date: 

Title:

Date: 2/24/14

APPROVED AS TO FORM; (County Counsel)

By: 
Deputy County Counsel

Date: 2/18/14



File ID A 14-271 No. 24

Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-11610

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

Approved and authorized the Director of Health to sign and execute Amendment No. 7 to Agreement No: A-11610 for a fifth one (1) year contract extension with American Medical Response - West (AMR) for the period of January 31, 2019 through January 31, 2020.

PASSED AND ADOPTED on this 16th day of December 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on December 16, 2014.

Dated: December 19, 2014
File Number: A 14-271

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

AMENDMENT No. 7
 TO COUNTY OF MONTEREY
 AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
 SERVICE FOR THE COUNTY OF MONTEREY Agreement No.: A-11610

This Amendment No. 7 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

WHEREAS, County and Contractor amended the AGREEMENT previously on July 8, 2011 via Amendment #1; and on March 9, 2012 via Amendment #2; and on January 31, 2013 via Amendment #3; and on January 31, 2013 via Amendment #4; and on November 5, 2013 via Amendment #5; and on January 1, 2014 via Amendment #6 and

Pursuant to Section 6.1.1 of the agreement, Contractor and County agree to a fifth one year extension of the current agreement allowing the term of this agreement for a period of five (5) years beginning January 30, 2015. This shall be the fifth one (1) year earned extension of the five (5) annual that may be applied for and approved annually.

Whereas, County and Contractor wish to amend the Agreement to better define Contractor requirements regarding county response time requirements and submission of an annual report and, County and Contractor hereby agree the Agreement is amended as follows:

- A. Amend and replace Exhibit B with attached Monterey County Ambulance Rates table.
- B. All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

By: 

Title: Director of Health

Date: 12-30-14

Contractor:

By: 

Title: GENERAL MANAGER

Date: 1-6-15

APPROVED AS TO FORM: (County Counsel)

By: 

Deputy County Counsel

Date: _____

RECORD OF CHANGES – UPDATE LOG

Log Number	Changes
2011-07-001	Amendment 1 – First Year Contract Extension
2012-01-000	Amendment 2 (See Following Elements)
2012-01-001	Amend Scope of Performance (Section 4.1.2.4) – Behavioral Health Services
2012-01-002	Amend Renewal Provisions (Section 6.1.1) – Contract Extension
2012-01-003	Add Response Time Performance (Section 18.1.2.1) – Exhibit D (Maps) Reference
2012-01-004	Amend Response Time Performance (Section 18.4.2) – Arrival Notification
2012-01-005	Amend Response Time Performance (Section 18.4.3) – Dispatch Fine
2012-01-006	Add Response Time Performance (Section 18.4.3.1) – Arrival Notification
2012-01-007	Amend Response Time Performance (Section 18.8) – Exclusions
2012-01-008	Delete Response Time Performance (Section 18.9) – Exemptions
2012-01-009	Amend/Replace Exhibit D – EMS Boundaries Maps
2012-01-010	Second Year Contract Extension
2013-01-001	Amendment 3 - Exhibit B (Ambulance Rates)
2013-01-002	Amendment 4 - Exhibit D (EMS Boundaries Map 1 and Map 4)
2013-11-001	Amendment 5 – Third Year Contract Extension
2014-01-000	Amendment 6 (See Following Elements)
2014-01-001	Fourth Year Contract Extension
2014-01-002	Amend Scope of Service (Section 4.2.5) – Reporting Requirements
2014-01-003	Amend/Replace Exhibit D (EMS Boundaries Map1 and Map 3)
2015-01-000	Amendment 7 (See Following Elements)
2015-01-001	Fifth Year Contract Extension
2015-01-002	Exhibit B (Ambulance Rates – Standby Services)

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AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY

This AGREEMENT is made and entered into by and between the “County of Monterey”, a political subdivision of the State of California, hereinafter referred to as “County” and “American Medical Response West” (AMR), hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, the County has invited proposals through the Request for Proposal (RFP #10156) for Advanced Life Support Ambulance Service for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, the CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, the CONTRACTOR has the expertise and capabilities necessary to provide Advanced Life Support Ambulance Service for the County of Monterey.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

Upon consideration and evaluation of the CONTRACTOR’S proposal, the County hereby engages the CONTRACTOR for providing said services.

Following are the terms and conditions that both parties agree to in order for the proper administration of, and performance of, the contractual obligations within this AGREEMENT.

1.0 DEFINITIONS

- 1.1 Advanced Life Support First Responder** – a public or private provider or agency that engages in EMS first response at the advanced life support level through an ALS provider agreement with the Monterey County EMS Agency.
- 1.2 Ambulance Service** - means the activity of transporting persons by ambulance.
- 1.3 Computer Aided Dispatch (CAD)** - a computer system designed to facilitate resource monitoring, deployment and dispatching as well as assist in providing pre-arrival first aid instructions to persons reporting medical emergencies.
- 1.4 Cardiopulmonary Resuscitation (CPR)** - opening and maintaining an airway, providing artificial ventilation by rescue breathing or adjunctive airway devices, and providing artificial circulation by means of external cardiac compression.

- 1.5 Dispatch Triage** - the process of sorting requests for emergency medical assistance based on information provided by the reporting party so that the appropriate resources can be sent.
- 1.6 Emergency** - a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by the public, emergency medical personnel or a public safety agency.
- 1.7 Emergency Ground Ambulance** - a surface transportation vehicle that is specially designed, constructed, maintained, supplied, equipped, and intended for exclusive use in transport of the sick and injured.
- 1.8 Emergency Ambulance Service** - an emergency medical transport provider operating within an organized EMS system for the purpose of assuring twenty-four hour availability of such services. This pertains to all ground, air, or water emergency medical transport.
- 1.9 Emergency Department** - the area of a licensed general acute care facility that customarily receives patients in need of emergent medical evaluation and/or care.
- 1.10 Emergency Medical Dispatch (EMD)** – the dispatch procedures that require personnel trained to State and national standards on emergency medical dispatch techniques including call screening, resource priority and pre-arrival instruction.
- 1.11 Emergency Medical Services (EMS)** - the services utilized in responding to a medical emergency.
- 1.12 Emergency Medical Services Director (EMS Director)** – the Director of the County Emergency Medical Services Agency as defined by the EMS Ordinance.
- 1.13 Emergency Medical Services Medical Director (EMS Medical Director)** - the County contracted or employed physician that provides medical oversight, develops pre-hospital treatment protocols and quality assurance/improvement processes.
- 1.14 EMS Plan** - a plan for the delivery of emergency medical services consistent with state guidelines and addressing the components listed in California Health & Safety Code Section 1797.103.
- 1.15 EMS System** - a specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery in an EMS area of medical care services under emergency conditions.
- 1.16 Exclusive Operating Area (EOA)** – an EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support.

- 1.17 First Responder** - the first person (unit) dispatched to the scene of a medical emergency to provide patient care.
- 1.18 Medical Emergency** - an unforeseen situation in which there is a real or perceived need for immediate medical care, based on an injury or other unforeseen acute physical or mental disorder.
- 1.19 Medical Protocol** - EMS Medical Director pre-established and authorized procedures or guidelines for medical care of a specified clinical situation, based on patient presentation.
- 1.20 Multiple-Casualty Incident (MCI)** - a natural or human-caused event that may overwhelm the medical resources within a system. It is characterized by a limited geographic scope and can be managed by an on-scene command system.
- 1.21 Mutual Aid** - the furnishing of resources, from one individual or agency to another individual or agency, including but not limited to facilities, personnel, equipment, and services, pursuant to an agreement with the individual or agency, for use within the jurisdiction of the individual or agency requesting assistance.
- 1.22 Peripheral Areas** – Monterey County areas that the County has identified that may be better served by ambulances from other jurisdictions or operating areas to reduce response times to medical emergencies.
- 1.23 Peripheral Provider** – ambulance services either inside or outside of Monterey County that can provide faster response times due to geographic proximity to medical emergencies.
- 1.24 Priority** – There are six (6) different Priorities set forth in Section 18.
- 1.25 Provider** - an organization, institution, or individual authorized to provide direct patient care.
- 1.26 Public Safety Agency** - a functional division of a public agency which provides fire suppression, law enforcement, medical, or other emergency services.
- 1.27 Public Safety Answering Point (PSAP)** - the location at which an emergency telephone call is received, answered, and the appropriate resource is dispatched, or the request is relayed to the responding agency.
- 1.28 Quality Assurance/Quality Improvement (QI)** - a method of evaluation of services provided, which includes defined standards, evaluation methodologies, and utilization of evaluation results for continued system improvement.
- 1.29 Service Area** - the geographic area within which an EMS provider or health care facility provides service.

- 1.30 Urgent** - a situation in which there is a real or perceived need for immediate action, attention, or decision-making to reduce morbidity, but where no life-threatening situation appears to exist.
- 1.31 Zone or Zones** – A portion of the Service Area used for determining response requirements and compliance.

2.0 SERVICE AREA REQUIREMENTS

The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County measures approximately 105 miles north to south, and approximately 30 miles east to west (approximately 3,326 square miles), with a population of approximately 420,000 residents. County is responsible for supervising all ambulance service within its borders.

The CONTRACTOR shall not be responsible for providing primary service to the City of Carmel by the Sea, the Carmel Valley Fire Protection District, or Fort Hunter Liggett. The CONTRACTOR shall determine the closest ambulance to peripheral areas.

3.0 PROGRAM RESPONSIBILITIES

- 3.1 County's Responsibilities** - Under this Franchise Model, the County has the following responsibilities to:
- 3.1.1. Represent the interest of its public constituents.
 - 3.1.2. Monitor and enforce the EMS Ordinance.
 - 3.1.3. Conduct periodic competition to select a CONTRACTOR.
 - 3.1.4. Monitor compliance and enforce contractual terms.
 - 3.1.5. Temporarily and/or permanently replace the CONTRACTOR in case of non-performance or material breach.
 - 3.1.6. Provide specified portions of the system infrastructure.
 - 3.1.7. Provide an EMS Medical Director for clinical oversight and medical control.
- 3.2 EMS County Medical Director Responsibilities** - The EMS Medical Director is selected and employed by or under contract with the County EMS Agency and exercises his/her authority through the EMS Agency. The County's EMS Medical Director and EMS Agency regulate all clinical aspects of the emergency medical services system that affect patient care. Accordingly, the EMS Medical Director has the following responsibilities:
- 3.2.1. Meet the requirements for medical direction required by California law.
 - 3.2.2. Recommend to the EMS Director and the Director of Health medically appropriate response-time standards.

- 3.2.3. Establish clinical standards for patient care including those for ambulances, first-responder vehicles, and on-board equipment.
- 3.2.4. Develop and revise EMS treatment protocols and operational policies for ambulance and first-responder services.
- 3.2.5. Develop and/or approve the Communications Center clinical protocols.
- 3.2.6. Conduct medical audits as needed.
- 3.2.7. Develop and administer the standards and requirements for local accreditation and certification of ambulance, first-responder, and EMS communications personnel.
- 3.2.8. Develop or approve educational material and information to assure that base-station physicians are knowledgeable about the EMS system and its procedures.
- 3.2.9. Conduct inspections of all vehicles, equipment, and supplies on both an announced and unannounced basis.
- 3.2.10. Assist the EMS Director in monitoring the response-time performance.
- 3.2.11. Assist in the development of standards and procedures used in the investigation and resolution of disputes regarding the application of exemptions from response-time penalties.
- 3.2.12. Approve the standards regulating specialized critical care, aero-medical transportation, and other types of medical transportation, including standards limiting which types of patients may be transported by each, and to recommend to the EMS Director issuance, suspension, revocation, and renewal of permits for the operation of such units as required by the Monterey County EMS Ordinance.

3.3 CONTRACTOR'S Responsibilities: (Communications) - The CONTRACTOR shall assume the responsibility for the management of dispatch, including but not limited to the following:

- 3.3.1. Employment of required dispatch personnel.
- 3.3.2. Provision of computer-aided dispatch ("CAD") system and automated vehicle-location (AVL) system, when developed and implemented by the County, required to support CONTRACTOR'S operation within Monterey County.
- 3.3.3. Provision of an EMS Communications Center within the County.
- 3.3.4. Maintenance of CONTRACTOR'S telephone, radio, computer-aided dispatch, and other infrastructure required to efficiently meet contractual requirements.
- 3.3.5. Answer all medical calls and process requests for service according to contractual requirements.
- 3.3.6. Consistently adhere to Priority Dispatch and pre-arrival instruction protocols approved by the EMS Medical Director.
- 3.3.7. Implement and strictly adhere to Call Prioritization (Priority Dispatch), pursuant to County policy, of all requests for ambulance service received by contractor within the County.

3.3.8. Participate in quality assurance and improvement processes.

3.3.9. Efficiently dispatch the CONTRACTOR'S ambulances and notify first-responder agencies as required by applicable protocols and agreements.

3.3.10. Electronically record and report all pertinent information about each request and response as required by this AGREEMENT.

3.4 CONTRACTOR'S Responsibilities: (Operations) - The CONTRACTOR shall furnish and manage dispatch and field operations including, but not limited to the following:

3.4.1. Employment of field personnel.

3.4.2. Supervision and management of CONTRACTOR'S employees.

3.4.3. Provision and maintenance of the vehicles and equipment, other than any County provided radio equipment infrastructure.

3.4.4. In-service training of CONTRACTOR'S employees on the EMS system by the first date of implementation of the AGREEMENT.

3.4.5. In addition, in-service training provided to CONTRACTOR'S employees shall be made available to first-responder agencies at a cost not to exceed the outside certification costs imposed by certifying agencies. The cost of instructors and facilities shall be borne by the CONTRACTOR.

3.4.6. Implementation and management of a quality-improvement system that functions as an integral part of the County EMS Quality Improvement (QI) Program at all times during the AGREEMENT. The current QI Program may be changed or improved from time to time.

3.4.7. Purchasing and inventory control of all clinical equipment and supplies used by CONTRACTOR and/or supplied to first responders.

3.4.8. Support services necessary to operate the ambulance transportation component of the EMS system.

3.4.9. Provision and management of an accounts-receivable system.

3.4.10. Completion and timely submission of approved response, clinical and billing-related data to the EMS Agency.

3.4.11. Meet contractual response-time and other performance requirements in compliance with State and federal regulations, the EMS Ordinance, the AGREEMENT, and the County EMS Policy and Procedures Manual.

3.4.12. Participate with and cooperate with the EMS Medical Director or designee in medical audits and investigations.

3.4.13. Report contractual compliance while providing a verifiable audit trail of documentation of that performance.

3.5 The County's EMS System – The County's EMS System is designed to establish the County EMS Agency as the regulator of services, and to place the responsibility for operational performance and all of the factors of production necessary to cost-effectively achieve that performance under the control of the CONTRACTOR.

4.0 SCOPE OF SERVICE

4.1 Scope of Service:

4.1.1. Exclusive Services. This AGREEMENT is entered into pursuant to the applicable State and County ordinances and regulations and in order to provide for the health, safety and welfare of the County's constituents and visitors. With the limited exceptions enumerated in this AGREEMENT, the County hereby grants CONTRACTOR as its sole source provider the exclusive and sole right to provide emergency ambulance services, inter-facility transfers, standby services and specialty care transport services within the County's Exclusive Operating Area. The CONTRACTOR shall provide all emergency ambulance service, including ambulance dispatch, for the entire population of the identified Exclusive Operating Area in the County. In this system design, the County grants an exclusive franchise for all emergency ambulance service, with limited exceptions, through this AGREEMENT to the CONTRACTOR.

Ambulance services originating at or arranged by a hospital are covered under this AGREEMENT. Such services will be subject to the exclusivity, response-time, and pricing provisions of this AGREEMENT.

All ambulance services shall be provided at the advanced life support (ALS) level. Additionally, the CONTRACTOR shall furnish (a) stand-by coverage for special events; (b) inter-facility transfers; (c) critical care transport; (d) long-distance transfers originating within the County; (e) reasonable mutual aid services; (f) special contract services; (g) emergency standby services; and (h) communications and medical dispatch services.

CONTRACTOR shall submit to the County a plan for managing the increased needs of each special event that places an extraordinary demand on the CONTRACTOR.

4.1.2. Exceptions to Exclusive Scope of Service:

4.1.2.1. EMS Aircraft. EMS Aircraft services are provided by established public and private operators and will not be the responsibility of the CONTRACTOR.

4.1.2.2. Future Neonatal/Perinatal Specific Transport Program. County may grant limited special exceptions to the exclusive franchise by contracting with healthcare facilities and other ambulance operators to operate Specialized Critical Care for neonatal and perinatal ground transportation units. The County may determine that allowing another CONTRACTOR to provide these services is in the best interest of the public. If the County considers such an arrangement during the terms of this AGREEMENT, County and CONTRACTOR shall meet and confer regarding CONTRACTOR'S ability and suitability to provide such services and the potential economic impact of excluding them from providing the services. CONTRACTOR shall have the first right of refusal to provide these services provided they can implement the necessary service in a timeline determined by the County. CONTRACTOR shall not be excluded from entering into such arrangements if it is capable of providing the service.

4.1.2.3. City of Carmel-By-The-Sea/Carmel Valley Fire Protection District/Fort Hunter Liggett. The CONTRACTOR shall not be responsible for ambulance responses within the City of Carmel-By-The-Sea, the Carmel Valley Fire Protection District, or Fort Hunter Liggett except as requested for mutual aid. The CONTRACTOR will not be responsible for transporting inter-facility and discharge ambulance patients whose destination is within the City of Carmel-By-The-Sea or the Carmel Valley Fire Protection District, or Fort Hunter Liggett except as requested by the patient, the patient's agent, or the patient's physician.

4.1.2.4. Certain requests for ambulance transportation services may be made by the Monterey County Health Department, Behavioral Health Bureau. The CONTRACTOR shall not be responsible for those ambulance responses except for emergency transports only. Such requests shall be made utilizing an authorization process established and approved by the CONTRACTOR and County under this AGREEMENT. CONTRACTOR shall provide emergency ambulance services according to the response-time and other performance requirements of the AGREEMENT. The Behavioral Health Bureau shall only pay for authorized services that it requests in an amount that is equivalent to the current approved MediCal rates for ambulance services in effect on the date that the transport is completed and only for those transports that are not reimbursable by MediCal, Medicare or the patient's private insurance plan. (Amended 2012)

4.1.2.5. CONTRACTOR may not use any of the County EMS system infrastructure or factors of production employed to provide service under this AGREEMENT for any other purpose, unless the CONTRACTOR first presents a plan, which includes a method of fairly allocating and offsetting costs, to the County and receives prior approval from the EMS Director. Under no circumstances shall outside obligations interfere with meeting the CONTRACTOR'S obligations to the County under this AGREEMENT.

4.2 Reporting Requirements - CONTRACTOR and County shall agree to meet and design all necessary and applicable reports within the first three months of the execution of the AGREEMENT. All reports shall be designed to meet the County's established needs and requirements as outlined within this AGREEMENT, based upon the availability of the CONTRACTOR to provide the required reports and/or information. Reports shall include at a minimum but not be limited to the following:

4.2.1. Production Report- Summary of call volume, transport volume, unit hour utilization and response time compliance, to be submitted by the 15th of the following month.

4.2.2. Operations Report- Summary of operational activities to include, clinical performance, that shall include at a minimum, a summary of cardiac arrest resuscitation attempts, successful resuscitation, endotracheal intubation success rates and other such data as may be required by the EMS Medical Director, continuing medical education, public education and informational activities, investigations to inquiries with resolution, and critical equipment failures to be submitted by the 15th of the following month.

4.2.3. Financial Report- Summary of average patient charge, monthly profit and loss balance sheet, to be submitted by the 20th of the following month.

4.2.4. Communications Report- Summary of EMD requirements, investigations to inquire with resolution, critical equipment failures, and continuing education, to be submitted by the 15th of the following month.

4.2.5. Miscellaneous Reports- CONTRACTOR shall comply with such other miscellaneous reporting requirements as may be specified by the County, provided that these additional reporting requirements shall not be unreasonably or excessively cumbersome to the CONTRACTOR. The CONTRACTOR shall provide an annual report to the Emergency Medical Care Committee (EMCC), Board of Supervisors, City Managers and Fire Chiefs Association to include, at a minimum:

- Overall annual billing statistics.
- Fee Forgiveness Program with usage breakdown.
- Complaint and resolutions log summary.
- Changes in insurance carrier practices affecting future collections.

4.3 Equipment Furnished - County shall provide for the use of the CONTRACTOR the radio system infrastructure owned by the County, including radio frequencies and repeaters. CONTRACTOR shall provide all Federal Communications Commission (FCC) required Next Generation compatible mobile and portable radios for ambulances and field supervisor units. The mobile and portable radios shall be capable of communicating with all County, local government and state first responder agencies, as well as operating on State designated mutual aid channels.

4.4 CONTRACTOR-Provided Equipment - CONTRACTOR shall be required to provide all equipment and systems, other than the radio infrastructure identified above, necessary to fulfill the requirements of the AGREEMENT. Equipment and systems provided by the CONTRACTOR shall include, but are not limited to, the following: dispatch equipment, computer systems, mobile and portable radios, pagers, ambulances, supervisory vehicles, monitors, defibrillators, other clinical equipment, crew quarters, and administrative offices.

Mobile and portable radios shall be FCC required Next Generation compatible, be compatible with the evolving Monterey County Next Generation radio system, and be able to transmit and receive authorized County, local government and state frequencies. CONTRACTOR shall be required to install all necessary components of the Next Generation radio system, the Mobile Data Terminals (MDT) and AVL system if the CONTRACTOR has more than one year remaining on the AGREEMENT, upon successful installation and activation of the Next Generation (NGEN) Public Safety Voice and Data Radio System by the County.

CONTRACTOR may submit a request for a rate adjustment to the EMS Director solely to cover the cost of implementing and maintaining, including the costs of ongoing operational system user assessments, for the Next Generation radio system, the MDT/AVL system or converting to a new radio system if the County changes radio systems as part of a conversion to a Next Generation system. No adjustments in rates shall occur without County prior written approval.

4.5 Provider-Provided Personnel - CONTRACTOR shall be responsible for providing all operational and clinical personnel employed to provide services under the AGREEMENT.

4.6 Performance vs. Level of Effort - This AGREEMENT requires a performance rather than a level-of-effort standard in performance of the AGREEMENT. In accepting the CONTRACTOR'S proposal, the County neither accepts nor rejects the CONTRACTOR'S level-of-effort estimates; rather, the County accepts the CONTRACTOR'S financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical, response time, and other performance results required by the terms of the AGREEMENT.

4.7 Quality Improvement and Medical Control - The CONTRACTOR'S electronic data system shall capture and report common data elements that are standard for the EMS industry, California Emergency Medical Services Information System (CEMSIS) and National Emergency Medical Services Information System (NEMSIS) Gold Standard data elements and those currently collected in the Monterey County EMS system. In addition the data system shall be capable of reporting the Emergency Medical Dispatch Determinate Code.

4.8 Records and Patient Care Reports - The CONTRACTOR shall operate and manage the data collection system in accordance with the County's standards. The data system shall include, but not be limited to, the following generally described components and requirements. The CONTRACTOR shall make these and other records available upon verbal or written request of the County.

4.8.1. System shall create a uniform patient care report (PCR) form to the County specifications.

4.8.2. An electronic patient care report shall be completed for all ambulance responses and for all patients for whom care is rendered at the scene, regardless of whether the patient is transported. CONTRACTOR shall submit the contents of the patient care records to the EMS Agency electronically. Patient care records shall clearly identify those instances when two or more patients are transported in the same ambulance so that proper billing can be done. Round trip transports are to be counted as two transports.

4.8.3. In order to ensure that the County and EMS Medical Director can conduct system-wide quality improvement activities, the CONTRACTOR shall provide the EMS Agency with electronic copies of accurately completed patient care reports that meet the requirements outlined in Monterey County EMS policies and PCR completion guidelines. Patient care records shall be available to the EMS Agency immediately upon the record being filed as complete. Patient care reports shall be completed at the conclusion of patient care or, if the report is unable to be completed at that time, no later than within 24 hours of completion of the call or the end of the shift, whichever shall come first. If a patient care report is filed after this time period, a brief report describing the cause of the delay shall be filed with the EMS Agency.

4.8.4. CONTRACTOR shall provide all patient care records in an electronic format approved by the County. The Contractor shall implement an electronic patient care record system NO LATER THAN April 30, 2010. Any delay in implementation outside of CONTRACTOR'S control shall be reported to the County immediately. CONTRACTOR shall provide a detailed analysis of the system. The electronic software shall be made available to the Monterey County EMS Agency and CONTRACTOR shall provide a method to transfer all data related to this AGREEMENT to the County in a format acceptable to the County upon completion of this AGREEMENT or at any time the County requests it in the form of a written format. The County may implement an electronic patient care system prior to the implementation of this AGREEMENT. CONTRACTOR shall be required to utilize this system and to reimburse the EMS Agency for the cost of the system at a cost to be determined at a later date, upon successful activation by the County. Appropriate adjustments to the approved rates will be considered at that time. CONTRACTOR shall be required to maintain all ongoing costs of the system and the linkage to the CONTRACTOR'S billing software.

4.8.5. The EMS Agency shall have access 24/7/365 to the Electronic Patient Care Report (e-PCR) system for system monitoring and QI functions. The CONTRACTOR shall provide initial and ongoing training for designated EMS Agency staff.

4.8.6. The PCR created by the e-PCR system shall be considered a permanent record.

4.8.7. A process of report delivery shall provide a copy of the PCR to the receiving hospital upon or soon after patient transport by transport personnel. Once the PCR has been completed, it shall be immediately available in a printed or electronic format at the receiving hospital. A process shall be in place to provide the PCR to out of county hospitals.

4.8.8. The e-PCR system shall also include QI data collection and report capabilities. A wide variety of QI report templates shall be included in the e-PCR system. Required templates include Utstein Criteria, frequency of reported patient types (e.g. cardiac, respiratory, trauma and falls, etc.), and skill usage by CONTRACTOR'S employees. The e-PCR system will allow for customizable QI reports on an individual, agency, and system basis.

4.8.9. The e-PCR system shall be easy to use for data and information entry. This shall be demonstrated to the satisfaction of the EMS Agency representatives prior to implementation. Criteria for ease of use includes having no identified ergonomic concerns, the ability to locate PCR screens and sections easily, the ability to tab through screens, ease of completion of data fields through the use of drop down menus, and the ability to save data to prevent loss of data should the program be closed. The system shall allow for mandatory completion fields. The system will not allow the PCR to be filed without completing these fields. The system shall advise users of incomplete PCR's.

4.8.10. The PCR shall be immediately available for review and QI activities by the employer of the individual who created the PCR and by EMS Agency personnel. Designated staff at Monterey County hospitals shall have access to PCRs for patients transported to their facility. CONTRACTOR shall provide PCRs to the Monterey County paramedic base stations when the base station provided online medical control and the patient was not transported to their facility.

4.8.11. High priority information such as chief complaint, initial vital signs, and treatment provided shall be easy to locate on the PCR by receiving hospital staff.

4.8.12. Reports shall have a time and date stamp upon completion. If revised, the individual who revised the PCR shall be identified. Only the individual who completed the PCR shall have access to revise the PCR. Corrections, additions, and deletions to the PCR by the individual who created the PCR shall be permitted. These changes shall be identifiable.

4.8.13. e-PCR system shall be compatible with Tiburon CAD to allow for automatic data transfer of dispatch data to the PCR. Specific data to be transferred includes: Call address, Ambulance Run Number, time of dispatch, unit en-route to the scene, arrival at scene, transport, at the hospital, available, and cancelled. The EMD Determinate Code shall also be automatically transferred.

4.8.14. System shall be compatible with CONTRACTOR'S heart monitors currently in use in Monterey County to allow download of all captured data for review through the e-PCR system. The e-PCR system shall provide for multiple designated snapshots of the EKG to print with the PCR.

4.8.15. Data shall be stored in a secure server and backed up at least daily. All data shall also be sent to the EMS Agency as it is received. The use of redundant servers by the CONTRACTOR to back-up and store this data is required.

4.8.16. Entire system shall be Health Insurance Portability and Accountability Act (HIPAA) compliant. Data collected by the system shall have security features to limit access, as well as to grant access to all or part of the data to designated users. System users shall have access to all data that is entered by their personnel.

4.8.17. System shall regularly send all CEMISIS data to the EMS Authority in the EMS Authorities designated XML format. The frequency and method of sending this data shall be negotiated between the EMS Agency and the CONTRACTOR based on EMS Authority requirements.

4.8.18. System shall remain fully functional on a 24/7/365 basis. The CONTRACTOR shall provide technical support on a 24/7/365 basis. The EMS Agency Duty Officer shall be notified upon discovery that the system is not fully functional.

4.8.19. All patient care report data, both entered by users or derived through system logic, shall remain the property of the County and County may, at any time, request to have all data delivered in a non-proprietary format to County either electronically, on common or standard type media, or both. A complete copy of all system data must be delivered to the County within 30 days of the termination of any agreement.

4.8.20. Costs for the system, including ongoing maintenance, shall be borne by the CONTRACTOR. The CONTRACTOR shall not be responsible for purchase or maintenance of hardware used by other EMS responders. This shall not prohibit the CONTRACTOR from working with other EMS responders in joint purchasing arrangements or maintenance contracts in an effort to reduce first responder agency costs associated with implementing an e-PCR system.

4.8.21. System shall allow for multiple patients to each have a unique patient care report.

4.8.22. Monterey County trauma triage criteria shall be entered as a mandatory completion field for trauma patients.

4.8.23. The PCR system shall be compatible with and able to export data to National Fire Incident Reporting System (NIFIRS) reports through NIFIRS systems currently in place.

4.8.24. The system program shall incorporate established Monterey County EMS treatment protocols and have them available for review by EMS personnel. This feature shall allow for periodic updates.

4.8.25. Software shall be free of malicious code such as viruses, Trojan horse programs, worms, spy ware, etc.

4.8.26. System shall allow the completion of supporting documents such as a signed "AMA" form.

4.8.27. Field personnel shall be able to complete a PCR on another system device should they not be able to complete the PCR on the first device.

4.8.28. Alerts to designated EMS Agency and employer personnel shall be provided through the e-PCR system. These alerts shall be initiated upon the entry of specified data points or events. Alerts to EMS Agency personnel shall be through the method(s) specified by the EMS Agency.

4.9 Internal Risk Management/Loss-Control Program Required - The County believes that education and aggressive accident prevention is the best mechanism to avoid injuries to patients, first responders, and the CONTRACTOR'S staff. Therefore, the County requires the CONTRACTOR to develop and implement an aggressive loss-control program including, at a minimum: pre-screening of potential employees; pre-employment, random and for cause drug testing; pre-employment background checks (with a minimum requirement of meeting the criteria for a California Ambulance Driver's Certificate, whether the employee is expected to drive a vehicle or not); initial and on-going driver training; lifting-technique training; hazard-reduction training; as well as involvement of employees in planning and executing its safety program.

CONTRACTOR shall also develop and implement an aggressive loss-control program for all non-field personnel including, at a minimum: pre-screening of potential employees; pre-employment, random and for cause drug testing; pre-employment background checks and hazard-reduction training; as well as involvement of employees in planning and executing its safety program.

4.10 Stand-By and Special Events Coverage:

4.10.1. Upon request by first-responder agencies, the CONTRACTOR shall furnish dedicated courtesy stand-by coverage at significant emergency incidents involving a potential danger to the personnel of the requesting agency or the general public. Once assigned to the standby, permission to release the unit(s) for other duties must be granted by the Incident Commander.

4.10.2. Upon request of first-responder agencies, the CONTRACTOR shall furnish non-dedicated units at its expense, to participate in as many as six scheduled multi-agency training exercises each year including the annual Wildland Fire School.

4.10.3. Other community-service-oriented entities may request stand-by coverage from the CONTRACTOR. The CONTRACTOR is encouraged to provide such non-dedicated stand-by coverage to events.

4.10.4. If the CONTRACTOR is requested to provide such services with a dedicated ambulance, then the CONTRACTOR shall provide such services and charge for the services at the rate for standby services specified in the AGREEMENT. Each dedicated event may have a two-hour minimum, one hour for set-up and one hour for clean-up. CONTRACTOR may also make a paramedic or EMT, if appropriate, available for scheduled stand-by and special events coverage at an hourly rate set in the pricing submission of their proposal. No minimum or additional time for set-up and clean-up shall be allowed for EMT or paramedic-only events. CONTRACTOR shall secure all contacts and billing information required and seeks payment from the event sponsors.

4.11 Community Education Requirements - County desires that the CONTRACTOR take significant steps to improve access to the 9-1-1 System and participate in community education programs emphasizing CPR training, injury prevention, health promotion, and emergency skills. These programs shall be available to schools and community groups. It is the County's expectation that the CONTRACTOR shall work collaboratively with the County and other public-safety and EMS-related groups, such as the American Heart Association, the American Red Cross, and County fire departments. CONTRACTOR shall participate in a Community Education Plan that is designed to enhance the County's goals. This shall include participation in EMS Week activities, and the provision of at least 48 hours of public relations service events, if requested, per year (in addition to events that are provided on a non-dedicated basis). Public Relations hours may, at the CONTRACTOR'S option, be provided by in-service units/personnel.

4.12 Mutual Aid:

4.12.1. CONTRACTOR shall provide mutual aid as directed by the County Medical Health Operational Area Coordinator (MHOAC). Additionally, the County and/or CONTRACTOR with County approval may enter into mutual-aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the County's jurisdiction, provided that the level of service is substantially equal to or better than that currently provided by the CONTRACTOR. Mutual aid may be utilized to augment, but not replace, the services that the County requires from the CONTRACTOR under the AGREEMENT.

4.12.2. County and/or CONTRACTOR, with County approval, may enter into mutual-aid agreements with other agencies which will use CONTRACTOR'S units to occasionally respond to calls outside the County's jurisdiction or the EOA under the Agreement.

4.12.3. CONTRACTOR shall at all times have one Ambulance Strike Team (AST) consisting of five ALS ambulances and one AST leader, who shall be certified and qualified, and available for immediate deployment as directed by the MHOAC or designee upon his or her evaluation of the system status at the time of the request.

4.12.4. CONTRACTOR shall provide a proposed plan that is acceptable to the County to replace the AST resources within two hours.

4.12.5. Contractor shall operate the County acquired Disaster Medical Support Unit (DMSU) to be used to carry equipment and supplies to respond to multiple casualty incidents and/or disasters in or out of the County, if requested, as part of the County's mutual aid policies and agreements. The DMSU shall be maintained at all times and ready for immediate deployment. Contractor shall maintain all mechanical aspects of the DMSU and maintain supplies to handle up to fifty (50) patients. Supplies shall include all items listed in the DMSU agreement between the County and the State of California.

4.13 Disaster Assistance and Response:

4.13.1. CONTRACTOR shall be actively involved in planning for and responding to any declared disaster within the County of Monterey. CONTRACTOR will be required to participate in planning processes related to all County plans originated by the County and to cooperate with the implementation of the plans during any incident covered by the plans. CONTRACTOR shall describe their proposed "surge capacity," of in-County resources that would be available to respond to disaster/major emergency situations. CONTRACTOR will adhere to all County emergency-operations plans, incident-response plans, and coordinated emergency-response plans. CONTRACTOR will be required to participate in specified training evolutions and exercises of these plans.

4.13.2. In the event that a disaster within the County is declared, normal operations shall be suspended, and the CONTRACTOR shall respond in accordance with the County's disaster plan. The CONTRACTOR shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of declared disaster, the County will not impose performance requirements and liquidated damages for response times except as follows: In the event that a disaster situation is localized in nature, performance requirements and liquidated damages may be suspended only for those portions of the service that CONTRACTOR can demonstrate are affected by the disaster situation.

4.13.3. County will bear no responsibility to pay for extraordinary expenses generated by disaster situations. County will assist CONTRACTOR in obtaining reimbursement for the documented, direct, marginal increased cost of providing approved disaster services. This provision shall only be used for situations in which the County, State, or Federal Government has declared a disaster or state of emergency. CONTRACTOR shall cooperate with and assist County in recovering costs associated with disaster situations by providing documentation and information required to obtain Federal and State disaster relief.

4.14 Deployment Planning and Initial Plan:

4.14.1. During the first quarter year of operations, the CONTRACTOR shall adhere to or exceed the initial coverage plan of the AGREEMENT.

4.14.2. CONTRACTOR shall notify the EMS Director, in writing, within thirty (30) days of occurrence, any subsequent coverage-plan modifications, including any significant decreases in unit hours or changes in post locations, priorities, and around-the-clock coverage levels.

5.0 TERM OF AGREEMENT

5.1 The term of this AGREEMENT shall be for a period of five (5) years beginning January 30, 2010. The CONTRACTOR may earn up to five (5) contract extensions of one (1) year each according to the terms of the renewal provisions of this AGREEMENT.

5.2 The agreement under which these services are to be procured will be a term agreement, with payment to be provided to the CONTRACTOR through the collection of fees for services rendered in accordance to the requirements of this AGREEMENT.

6.0 RENEWAL PROVISIONS

6.1 Terms and Renewal Provisions:

6.1.1. To earn each extension, the CONTRACTOR must meet or exceed the minimum requirements of the AGREEMENT absent any declaration of breach during the previous term that is not cured as determined by the EMS Director. Extensions must be applied for and approved annually. The procedure for evaluation of renewal requests shall at a minimum require that the CONTRACTOR has been, (a) in compliance with the performance requirements, (b) in compliance with financial requirements, (c) in

compliance with the clinical performance requirements, and (d) able to limit response-time disparity by region of the county of the AGREEMENT. During each year of the contract, the CONTRACTOR may apply for a renewal by submitting a written request to the County no later than the last day of October of the current AGREEMENT year. The EMS Director shall determine if the request is to be granted no later than the last day of November of the same year. (Amended 2012)

6.1.2. If CONTRACTOR fails to apply for, or is denied, a one-year extension in any year CONTRACTOR may be eligible for future contract extensions as determined by the EMS Director.

7.0 CLINICAL PERFORMANCE

7.1 Medical Oversight - The County shall furnish medical-control services, including the services of an EMS Medical Director for all system participants (first responder agency, communications agency, and transport agency) in accordance with the EMS Ordinance. The County employs or contracts with the EMS Medical Director. To avoid potential conflicts of interest, the EMS Medical Director shall receive no compensation or remuneration from the CONTRACTOR.

7.2 Medical Protocols:

7.2.1. CONTRACTOR shall comply with medical protocols and other requirements of the system standard of care as established by the EMS Medical Director.

7.2.2. CONTRACTOR shall review all EMS Agency adult and pediatric treatment protocols and EMS Agency policies and provide training to their personnel on the documents to assure full compliance.

7.2.3. CONTRACTOR shall propose an inventory quantity of supplies, equipment, and pharmaceuticals to the EMS Medical Director that shall support the current clinical and operational practice within the Monterey County EMS system.

7.3 Direct Interaction with Medical Control - Field and communications personnel shall have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. The CONTRACTOR shall include safeguards against the CONTRACTOR'S organization preventing or discouraging this interaction from occurring.

7.4 Medical Review/Audits:

7.4.1. CONTRACTOR agrees that the goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the CONTRACTOR'S responsibility to incorporate this feedback in its daily operations.

7.4.2. The EMS Medical Director may require that any of the CONTRACTOR'S employees attend a medical audit when necessary. Employees may attend any audit with

respect to any incident in which they were involved that is being formally reviewed, but must maintain the confidentiality of the medical audit process.

7.4.3. The Medical Director shall at all time work with CONTRACTOR to ensure that procedures and processes, which are already in place in the CONTRACTOR'S organization, are not altered unnecessarily.

7.5 Duties of the Medical Director - The duties of the EMS Medical Director are defined by California law and outlined in the EMS Ordinance, EMS Plan, and County EMS Policy.

7.6 Minimum Clinical Levels and Staffing Requirements - All of the CONTRACTOR'S ambulances rendering services shall be staffed and equipped to render ALS services. The paramedic on-board shall be a California-licensed, Monterey County-accredited paramedic and shall be responsible for all care given to patients. The minimum requirement for the second staff member shall be an EMT-1 currently certified in California.

7.7 Demonstrable Progressive Clinical Quality Improvement Required:

7.7.1. CONTRACTOR shall participate in the County's comprehensive quality-improvement process for the EMS system. The Contractor's internal program shall include, at a minimum, medical dispatch personnel and transport personnel. Quality-improvement (QI) processes shall be utilized to improve patient care, operations and facilitate continuing education.

7.7.2. CONTRACTOR shall provide a "Customer Service Program" that addresses interactions with patients and families, oversight agencies, emergency department physicians and nurses, other healthcare facilities, fire service agencies, law enforcement agencies, public officials, and media representatives. The program shall provide timelines for initial contact, investigation and follow-up of findings, a process for tracking inquiries and complaints by source, types and outcomes, and a methodology for improving customer service by CONTRACTOR'S employees.

7.7.3. CONTRACTOR shall provide internal or subcontracted in-service training programs designed to meet employee certification, licensure and accreditation requirements that will be offered at no cost to employees. CONTRACTOR shall provide access to these programs to first-responder agencies at CONTRACTOR'S cost.

7.7.4. CONTRACTOR may make a request to the EMS Director for a rate adjustment if mandated clinical upgrades occur during the term of the AGREEMENT.

7.8 Character, Competence, and Professionalism of Personnel:

7.8.1. County expects and requires professional appearance and courteous conduct at all times from the CONTRACTOR'S field personnel, medical communications personnel, middle managers, and top executives. The CONTRACTOR shall address and correct any occasional deviations from these standards.

7.8.2 Persons employed by the CONTRACTOR in the performance of work shall be competent and holders of appropriate licenses, certificates, accreditations, and permits in their respective professions, and shall be required to pass a certification and licensure verification, criminal-record check, drug screening and CONTRACTOR employment selection process. The CONTRACTOR shall provide documentation to the EMS Agency of compliance with this provision quarterly on all new hires and/or changes to current employees.

8.0 EMPLOYEE RECRUITMENT SCREENING AND ORIENTATION

8.1 Discrimination Not Allowed - During the performance of this AGREEMENT, the CONTRACTOR agrees that it shall comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination. Specifically, the CONTRACTOR warrants that:

8.1.1. During the performance of this AGREEMENT, the CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sexual preference, or gender. The CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The CONTRACTOR shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285.0, et seq.).

8.1.2. Applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, shall be considered as incorporated into this AGREEMENT by reference and made a part of as if set forth in full.

8.1.3. CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with sub-contractors to perform work under this AGREEMENT.

8.1.4. All solicitations or advertisement for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

8.1.5. CONTRACTOR shall comply with Executive Order 11246 as amended, if applicable, and the rules, regulations, and orders of the Secretary of Labor.

8.1.6. CONTRACTOR shall be responsible for determining the applicability of and compliance with any federal or state regulation enacted pursuant to: Executive Orders; federal legislation or amendments to legislation; and state legislation or amendments to legislation.

8.1.7. Equal Employment Opportunity Matters. CONTRACTOR shall follow applicable affirmative action guidelines and laws, regulations, and rules in order to assure that employees and applicants applying for employment with CONTRACTOR will not be discriminated against because of race, color, religion, sex, sexual orientation or national origin. CONTRACTOR shall comply with the Americans with Disabilities Act, Rehabilitation Act of 1973, and similar state and local laws and will not discriminate against disabled persons in accordance with applicable laws, regulations and rules. If the provisions of Executive Order 11,246 are applicable to this AGREEMENT, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this AGREEMENT, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470. The CONTRACTOR shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5 (a), which is incorporated herein as if fully, set forth.

8.1.8. Non-Discrimination. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status, the CONTRACTOR will, where appropriate or required, take affirmative action to ensure that applicants and employees are treated without regard to their race, color, sex, or national origin.

8.2 Work Schedules and Employee Affairs – An Employer Matter:

8.2.1. Even though CONTRACTOR is encouraged to be creative in delivering the services as required by this AGREEMENT, the CONTRACTOR shall employ reasonable work schedules and conditions. Specifically, patient care must not be hampered by impaired judgment or motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. CONTRACTOR shall provide the County with written detailed information regarding its policies and standards regarding work schedules, use of overtime, required rest periods, shift limitations and related situations within one (1) week of the start of the AGREEMENT.

8.2.2. County emphasizes that the CONTRACTOR is responsible for managing its employees, including managing personnel and resources, fairly and effectively in a manner that ensures compliance with the AGREEMENT that has been executed by the CONTRACTOR. The County will not otherwise involve itself in CONTRACTOR management and employee relationships.

8.2.3. CONTRACTOR shall provide a standard operating procedures manual that includes EMS Agency adult and pediatric treatment protocols and policies as part of their employee orientation process. A copy of the manual shall be provided to the County and the County shall be provided with all revisions or changes to the manual within an appropriate amount of time but no later than thirty (30) days after the implementation of the change(s).

9.0 CONTROL CENTER OPERATIONS

9.1 Communications-System Management - This service shall include, but is not limited to, dispatch personnel, in-service training, monitoring quality improvement, and related support services. CONTRACTOR shall be required to describe their plans to manage these functions in a written policy to be provided to the County within one (1) month after the execution of the AGREEMENT.

9.1.1. Location: CONTRACTOR shall be required to implement one of the following options: (a) locate and operate an Ambulance Communications Center within the County Communications Center with its own personnel, (b) contract with the County Communications Center to provide dispatch services, or (c) provide an acceptable plan for seamless, two-way voice, CAD and other data integration with the County Communications Center from another location. If the CONTRACTOR co-locates its communications center with the County PSAP, it shall be responsible for paying a proportionate share of the operating expenses under a separate agreement with County Communications.

9.1.2. Staffing: Staffing levels shall be such that emergency lines or CAD transfers shall be answered within two rings or 10 seconds not less than 90% of cases. Performance under this standard shall be calculated and reported monthly. CONTRACTOR'S call-takers shall provide medically appropriate Priority Dispatch and pre-arrival instructions using Medical Priority Dispatch Systems protocols approved by the EMS Medical Director.

9.1.3. Hardware and Software: County may furnish certain dispatch communications equipment and radios, proposed communication infrastructure enhancements, and other equipment and associated software employed by the CONTRACTOR in the delivery of the required services with regard to this AGREEMENT.

9.2 Computer-Aided Dispatch System - CONTRACTOR has elected to utilize the County provided CAD system at the start of this AGREEMENT, however, if the CONTRACTOR elects to utilize its own CAD during the term of this AGREEMENT, the following requirements shall apply:

9.2.1. CONTRACTOR shall provide a computer-aided dispatch system to be utilized to record dispatch information for all ambulance requests. The CAD time-recording system must include the date, hour, minutes, and seconds. All radio and telephone communication, including pre-arrival instructions and time track, must be recorded by electronic means and kept for a minimum of one (1) years after the AGREEMENT is concluded. CONTRACTOR shall provide remote access to the recording system to allow the County EMS staff and EMS Medical Director to access recordings of any telephone, radio, or other recording, at any time. This access may be provided through a secure Internet Provider (IP) connection approved by County.

9.2.2. CONTRACTOR shall describe its method to routinely and consistently synchronize the clocks of all data and recording systems used in the CONTRACTOR'S Ambulance Communications Center with the time displayed by the County CAD. The time recorded by the County CAD shall be official, and the CONTRACTOR shall install a system that shall assure that at no time will the times recorded by the Ambulance CAD or any telephone or radio-recording equipment differ from the official time by more than 4 tenths of one second (400 milliseconds).

9.2.3. CONTRACTOR shall provide the CAD and optional MDT/AVL systems that best supports the operation and subject to final approval by the County.

9.3 Interfaces to County 911 PSAP - If the CONTRACTOR elects to utilize its own CAD or MDT/AVL system, CONTRACTOR shall be required to install and maintain, at CONTRACTOR'S expense, a real-time two-way interface between the CONTRACTOR-provided CAD and/or MDT/AVL and the County CAD system located at the County-operated PSAP.

Whether or not the CONTRACTOR'S communications center and CAD are co-located within the County Communication Center, a two way CAD-to-CAD interface shall be required. If CONTRACTOR elects at any time during the AGREEMENT to install their own CAD to process/dispatch EMD calls, a CAD-to-CAD interface shall be required to reduce call transfer and processing times and increase accuracy.

The interface shall, at a minimum, provide the following functionality:

9.3.1. Instantaneous transfer of ambulance-call information from County CAD to Ambulance CONTRACTOR'S CAD using no more than a single keystroke.

9.3.2. Automatic receipt and verification of call information by the Ambulance CONTRACTOR'S CAD.

9.3.3. Automatic coordination of GIS coordinates and addresses verification. The County shall provide access to the County base GIS data for import into the CONTRACTOR'S CAD system GEOFILE. This may be accomplished by several methods. However whichever method the CONTRACTOR chooses must be approved by the County.

9.3.4. Log of each message sent or received using the interface.

9.3.5. Provision by the CONTRACTOR of Priority Dispatch Patient Determinants and Response Descriptors to the County.

9.3.6. An automated and time-stamped electronic Acknowledgement or "receipt" for each transaction.

9.3.7. Automatic 2-way transfer of call notes between CAD systems or other terminals if co-located in the County PSAP.

9.3.8. Ability for Ambulance dispatchers to initiate incidents and transfer them to the County CAD.

9.3.9. Automated cross-platform reporting of unit status (e.g., ambulance en-route, on scene, etc.).

9.4 Communications-Center Personnel Qualifications - Medical communications workers, at a minimum, must be trained according to County EMS Agency's adopted program of national standards, the National Highway Traffic Safety Administration (NHTSA) Emergency Medical Dispatch National Standard Curriculum, and have and maintain appropriate emergency medical dispatch (EMD) certification.

9.5 Priority Dispatch Protocols and Pre-Arrival Instructions:

9.5.1. The County utilizes medical dispatch protocols and pre-arrival instructions approved by the EMS Medical Director and EMS Director. CONTRACTOR shall be required to implement these medical dispatch protocols and pre-arrival instructions at the beginning of the AGREEMENT.

9.5.2. Dispatch Priorities are subject to change by the EMS Medical Director. CONTRACTOR may make a request for a rate adjustment to the EMS Director if it can demonstrate that a dispatch Priority change results in increased costs. While "Priority Dispatching" as defined by the Fellows of the National Academy of EMS Dispatch is required, the County does not allow the concept of "call screening." It shall be a material breach of this AGREEMENT for the CONTRACTOR to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated, or stated inability to pay for such services or because of an unavailability status, other than declared disasters.

9.5.3. Adherence to medical dispatch protocols is required. Compliance with call-taker and dispatcher questions and pre-arrival instructions shall be a routine part of an integrated quality-improvement process and shall be reported on a monthly basis with response statistics.

9.6 Dispatch Computer Requirements - The dispatch computer supplied by the CONTRACTOR shall, at a minimum be capable of the following:

9.6.1. Electronic data entry of every response on a real-time basis.

9.6.2. Color-coded prioritization of deployment planning, displaying calls received for runs pending, runs in progress, transfer scheduled up to 24 hours in advance, and status of ambulance resources available for service.

9.6.3. Continuous display of unit time in each response status. Automatic display of units exceeding pre-determined "time in status" criteria for deployment and crew safety.

9.6.4. Immediate recall on any current, previous, or scheduled run for inquiry by date, incident number, location, or patient name.

9.6.5. Automated integration with digital paging, mobile status messages, and 9-1-1 CAD displays.

9.6.6. Security features preventing unauthorized access or retrospective adjustment, with full audit trail documentation.

9.7 Communication-Center Data Capabilities:

9.7.1. Electronic data system provided by CONTRACTOR must be capable of producing the following reports to be utilized in measuring response-time compliance:

- 9.7.1.1. Emergency life-threatening and non-life-threatening response times by jurisdiction and by user definition
- 9.7.1.2. Unscheduled non-emergency and scheduled non-emergency response times by jurisdiction and by user definition
- 9.7.1.3. Out-of-chute response times
- 9.7.1.4. On-scene times
- 9.7.1.5. Hospital patient delivery times
- 9.7.1.6. Emergency and non-emergency responses by hour and day
- 9.7.1.7. Dispatch personnel response-time reports
- 9.7.1.8. Cancelled run report
- 9.7.1.9. Problem hour assessment
- 9.7.1.10. Call mode by hour and day
- 9.7.1.11. Ambulance alert exception report

9.7.2. In addition, CONTRACTOR shall fully complete a manual “dispatch card” approved by the County for each ambulance dispatch when the CAD computer is inoperable. Following the resumption of normal service of the CAD system, the CONTRACTOR’S personnel shall enter the data from the manual “dispatch cards” into the CAD system.

9.7.3. CONTRACTOR shall provide web based access or one or more terminals for access to 1) CAD administrative access, and 2) Electronic Patient Records System Access, for installation at the County EMS Agency. This access may consist of one or more computers and displays and will be used to observe and oversee the CONTRACTOR’S performance. The data contained within the CAD system shall become and remain the property of the County. The CONTRACTOR shall not modify any portion of the database once information has been originally entered during dispatch operations. Should CONTRACTOR require modification or correction of any data contained in the database, it shall submit a written request for data modification to the EMS Director.

9.7.4. Emergency Communications Equipment: CONTRACTOR shall install and maintain Next Generation compatible mobile and portable radios that shall be capable of transmitting and receiving authorized County, local government and state frequencies. The CONTRACTOR’S Communications Center shall be similarly equipped to permit operation on all appropriate frequencies.

10.0 HUMAN RESOURCES

- 10.1** All potential employees shall be interviewed utilizing CONTRACTOR'S standardized hiring process. All new employees shall be required to pass a pre-employment drug screening and background check at CONTRACTOR'S expense. These employees shall also be required to attend the CONTRACTOR'S orientation program which shall include orientation to Monterey County policies and protocols.

Employees of the CONTRACTOR'S transitioning into the County shall be required to pass a pre-employment drug screening and background check at the CONTRACTOR'S expense. These employees shall also be required to attend a CONTRACTOR'S orientation program which shall include orientation to Monterey County policies and protocols.

- 10.2** CONTRACTOR agrees to the use of a competent and verifiable source for Pre-employment background checks and Drug Screening. At any point in the Agreement, the CONTRACTOR shall be able to obtain a complete overview of a transitional employee's background.
- 10.3** In addition to a current California State Paramedic or EMT Certification, CONTRACTOR shall also require ongoing maintenance of the following certifications or equivalent or replacement programs as determined by the County:

10.3.1. California Drivers License

10.3.2. Ambulance Drivers License

10.3.3. Medical Examiner's Card

10.3.4. ACLS

10.3.5. CPR Healthcare Provider

10.3.6. PALS or PEPPS

10.3.7. ITLS or PHTLS

- 10.4** CONTRACTOR shall also require all field personnel to complete the Federal Emergency Management Institute Incident Command System (ICS) Series ICS-100, 200 and 700. All CONTRACTOR'S Supervisors shall be required to also complete the 300, 400 and 800 courses, and CONTRACTOR'S Field Training Officers (FTO's) shall be required to complete ICS 100, 200, 300 and 700 courses.

11.0 FIRST RESPONDER PROGRAM SUPPORT**11.1 CONTRACTOR'S support of first-responder personnel shall include:****11.1.1. First-Responder Equipment and Supply Replenishment:**

11.1.1.1. CONTRACTOR shall develop mechanisms to exchange re-usable orthopedic appliances, and restock disposable ALS & Basic Life Support (BLS) medical supplies and pharmaceuticals other than narcotics, used by first responders when treatment has been provided by first-responder personnel and patient care is assumed by CONTRACTOR personnel. CONTRACTOR shall maintain a method of rotating supplies and pharmaceuticals other than narcotics that have expiration dates so as to maximize the utilization of these items and decrease waste through expiration.

11.1.1.2. CONTRACTOR shall provide detailed offers to assist in the management, rotation, and supply of first-responder medical supplies in order to maximize efficacy and decrease waste due to expiration of the pharmaceuticals.

11.1.1.3. Equipment and supplies shall be exchanged on a one-for-one basis. Whenever possible, this exchange shall be accomplished on scene. If patient care or circumstances at the scene prevent an on-scene exchange, the CONTRACTOR shall arrange to accomplish it as soon as reasonably possible. If the CONTRACTOR is canceled en-route or at the scene and no patient contact is made by the CONTRACTOR'S personnel, the CONTRACTOR shall not be obligated to restock the first-responder agency supplies. CONTRACTOR may propose reasonable procedures to facilitate the use and exchange of pharmaceuticals and other supplies with expiration dates.

11.1.2. Cooperative Purchasing:

11.1.2.1. CONTRACTOR shall allow public safety first-responder agencies participating in the County EMS system to purchase disposable and reusable clinical supplies, pharmaceuticals, equipment, and capital items through the CONTRACTOR'S purchasing material management system. The County shall not require CONTRACTOR to stock or provide items that it does not normally use in fulfilling its contractual obligations. CONTRACTOR shall describe the procedures for the first-response agencies to utilize the services, in a written policy submitted to the County. The policy shall include (if any) charges in addition to the CONTRACTOR'S actual cost for purchasing and handling such transactions.

11.1.2.2. Equipment Standardization - CONTRACTOR shall maintain an integrated bio-medical maintenance program that may be made available for purchase by first responder agencies.

11.1.2.3. Use of First-Responder Personnel - In any situation in which fire-department or other first-responder personnel assist the CONTRACTOR during transport to the hospital, the CONTRACTOR shall provide or arrange return transportation for those personnel. This shall be accomplished within a reasonable period of time and CONTRACTOR shall take reasonable measures to assure that the vehicle returning personnel is not assigned to another call until it has completed the return. CONTRACTOR shall provide a written policy outlining their commitment and proposed methods to return first responder personnel in a timely fashion.

11.1.3. In-Service Training:

11.1.3.1. Monthly Continuing-Education Classes: CONTRACTOR agrees to provide at least one four-hour continuing-education class per month that meets the California EMS Authority and Monterey County EMS Agency requirements for EMS continuing education. The CONTRACTOR shall offer its scheduled in-service training to all first responder agencies including BLS and ALS. This training shall, at a minimum, facilitate on-scene interactions with CONTRACTOR'S personnel and provide access to the CONTRACTOR'S educational programs needed for the continued certification of first responders. The CONTRACTOR, however, is not responsible for the re-certification of public safety first-responder personnel.

11.1.3.2. In accordance with CONTRACTOR'S policies and procedures and applicable law, CONTRACTOR shall provide ride-alongs and clinical internships for local EMS system EMT and paramedic students and first responders at the EMT or paramedic level.

11.1.3.3. CONTRACTOR, based on availability, shall participate in Monterey County Fire Chiefs Association countywide functional exercises, including the annual Wildland Fire School and provide ALS transport, as needed.

11.1.4. Critical Incident Stress Debriefing:

11.1.4.1. CONTRACTOR shall establish a critical incident stress debriefing program. This program shall be submitted to the County for approval.

11.1.4.2. CONTRACTOR shall allow first responder personnel involved in a critical incident that involved the CONTRACTOR'S resources, to participate in critical incident stress debriefing.

11.1.5. CONTRACTOR shall offer to Carmel Regional Fire Ambulance (CRFA) (with approval of the County) to purchase, install, and integrate the CONTRACTOR'S provided AVL system into all frontline and back-up CRFA units which shall allow dispatchers to efficiently and rapidly locate the closest and/or most appropriate unit to a medical emergency.

11.1.6. CONTRACTOR shall work with all EMS stakeholders to integrate the e-PCR system to across the continuum of care, from fire agencies to hospitals. This shall include re-aligning data sets to query and report like data. For hospitals, this shall mean receiving paperless e-PCRs that meet patient record requirements. CONTRACTOR shall provide at no cost to all first responder agencies the software platform required along with all on-going support for implementation and during the duration of the AGREEMENT. Participating agencies shall only be required to purchase the required hardware to efficiently operate the software.

12.0 AMBULANCE SPECIFICATIONS

- 12.1 Proposed Type II and Type III Ambulances** - CONTRACTOR shall utilize Type-II or Type-III modular ambulances, unless otherwise specified by the County. CONTRACTOR further agrees that the type and placement of vehicles for special events and standbys will be dictated by the individual event agreement. In addition CONTRACTOR agrees to replace system units once they have reached 250,000 miles. CONTRACTOR agrees to replace ambulance units annually based on the system models selected for this AGREEMENT.
- 12.2 Vehicle Radio Equipment** - CONTRACTOR agrees to equip all ambulances with vehicle mounted mobile and portable 2-way UHF and VHF radios that enable CONTRACTOR crews to communicate directly with first responders. Mobile and portable radios shall be able to transmit and receive from authorized local government and state frequencies in accordance with the County Inter-Operable Plan (to be developed) and the County Fire Chief's "Policy on Paramedic Ambulance Use of Monterey County Fire Frequencies." CONTRACTOR also agrees to equip all County emergency ambulances with 2-way radiophones as a backup to ensure uninterrupted communications. CONTRACTOR further agrees to offer the County dispatch center two-way radiophones as an interface backup. CONTRACTOR agrees to comply with all applicable FCC regulations.
- 12.3 Satellite Phones** - CONTRACTOR agrees to equip the Supervisor units and Big-Sur unit with satellite phones.
- 12.4 Pagers** - CONTRACTOR'S employees shall be issued wireless alphanumeric pagers and/or equivalent device linked directly with the CONTRACTOR or County Tiburon CAD.
- 12.5 Supervisor Vehicles** - CONTRACTOR shall provide supervisor vehicles with emergency response capabilities.
- 12.6 Vehicle Failure Rates** - Any vehicle failure shall be treated as a major quality control incident, which shall be documented and thoroughly tracked to identify trends and training opportunities.
- 12.7 Vehicle Maintenance Record Keeping** - CONTRACTOR shall provide a system to schedule and track maintenance for every vehicle in the CONTRACTOR'S fleet.

- 12.8 Fleet Manager** - CONTRACTOR'S fleet manager shall monitor and log vehicle mileage on a weekly basis to ensure that preventive maintenance inspections are scheduled as outlined in the Fleet Maintenance Program.

13.0 KEY PERSONNEL

13.1 Key Personnel:

13.1.1. The County in part, has based the award of this AGREEMENT upon the qualification of the CONTRACTOR, and upon the qualifications of key personnel presented in the CONTRACTOR'S proposal. The CONTRACTOR shall be expected to furnish the personnel identified within their proposal throughout the term of the AGREEMENT. The CONTRACTOR is expected to furnish the same personnel, or replacement personnel with equal or superior qualifications.

13.1.2. CONTRACTOR shall be required to maintain an education and training program for their supervisory and management personnel. A description of in-house programs, tuition support, and continuing education for management and supervisory personnel shall be provided to the County in a written format within one (1) month of the execution of this AGREEMENT.

13.1.3. CONTRACTOR shall be required to provide the title, reporting relationship, and limits of authority for the senior executive, on site, serving as the main contact with the County.

13.1.4. CONTRACTOR shall be required to identify by name, title, and reporting relationship for the Monterey County-based person who will be responsible for the development and management of the Quality Improvement Program.

14.0 GENERAL PROVISIONS

- 14.1 Assignment:** CONTRACTOR shall not assign any portion of the AGREEMENT for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section may cause County to terminate the AGREEMENT and shall not convey any rights to the assignee. Any change in the controlling interest of CONTRACTOR'S direct ownership shall, for the purposes of the AGREEMENT, be considered a form of assignment. The County shall not unreasonably withhold its approval of the requested change in ownership. County may require credentials and financial information from the assignee and may base its approval or disapproval on the information provided by the CONTRACTOR.

14.1.1. Exception: CONTRACTOR shall enter into separate mutual aid agreements with peripheral ambulance providers ("Peripheral Provider") if the peripheral providers and Contractor can agree on terms. This is intended to improve response times on Highway 1 typically to Mile Marker 13, Parkfield, South Shore Lake San Antonio, Highway 101 South of Alvarado Road and Cachagua ("Peripheral Areas"). CONTRACTOR shall have the first right of refusal to provide services in Peripheral Areas or to refer those services to a Peripheral Provider. The County shall not require CONTRACTOR to meet response time compliance for any services referred to Peripheral Providers.

- 14.1.2. County agrees to reimburse CONTRACTOR for the expense of the use of Peripheral Provider's in an amount not to exceed \$100,000.00 dollars per AGREEMENT year. CONTRACTOR shall make all reasonable efforts to assure the closest unit is dispatched when utilizing the services of a Peripheral Provider and County may audit all requests for Peripheral Provider use. CONTRACTOR shall bill the County for each Peripheral Provider request in June for the preceding six (6) months and in January for the preceding six (6) months each year of the AGREEMENT. County shall have sixty (60) business days to verify the billing prior to payment to the CONTRACTOR.
- 14.2 Permits and Licenses** - CONTRACTOR shall be responsible for and hold any and all required federal, state, and local licenses required to perform the duties under the AGREEMENT. In addition, the CONTRACTOR shall make all necessary payments for licenses and permits to conduct its business and duties under the AGREEMENT. CONTRACTOR shall assure that all necessary renewals are made on time. CONTRACTOR shall be responsible for ensuring that all of its personnel hold valid state licenses, local certifications, and accreditations at all times required to meet the CONTRACTOR'S responsibilities under the AGREEMENT.
- 14.3 Compliance with Laws and Regulations** - All services furnished by the CONTRACTOR under the AGREEMENT shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the federal Anti-kickback Statute. It shall be the CONTRACTOR'S sole responsibility to be fully familiar with all laws, rules, and regulations that apply to the services provided by the CONTRACTOR and to comply with them at all times. Furthermore, CONTRACTOR shall agree to perform in accordance with the provisions of any regulations or written guidelines established by the EMS Medical Director or EMS Director pursuant to the Monterey County EMS Ordinance.
- 14.4 Product Endorsement / Advertising** - CONTRACTOR shall not use the name, logo, or any equipment of the County for the endorsement of any commercial product or service without the written permission of the County.
- 14.5 Audits and Inspections** - In accordance with CONTRACTOR'S policies and procedures and applicable law, EMS Director or EMS Medical Director representatives may at any time, and without notification, directly observe the CONTRACTOR'S operation of the communications center, maintenance facility, any ambulance response and any ambulance post location. The EMS Director, the EMS Medical Director or their representative may ride as an observer on any CONTRACTOR ambulance and/or unit at any time, provided that in exercising this right to inspection and observation, such representatives shall conduct themselves professionally and shall not interfere with the duties of the CONTRACTOR'S employees, and shall at all times respect the CONTRACTOR'S employer/employee relationships. Such representatives shall have the right to audit the reports and data that the CONTRACTOR is required to provide under the AGREEMENT. The audits shall be conducted during normal business hours, with a minimum of 48 hours written and/or verbal notice to the CONTRACTOR.

- 14.6 Return of County Equipment** - CONTRACTOR agrees to return any County-issued equipment, including personal protective equipment, in good working order, normal wear and tear excepted, at the termination of the AGREEMENT. For any County equipment not returned at the conclusion of the term, or for any equipment returned damaged or unusable, the County shall repair or replace said equipment at the CONTRACTOR'S expense and deduct an equivalent amount from the CONTRACTOR'S performance security.
- 14.7 Relationship of the Parties** - Nothing in this AGREEMENT resulting from the RFP shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the AGREEMENT. Nothing in the AGREEMENT shall create any rights or remedies in any third party, it being solely for the benefit of the County and the CONTRACTOR. County shall neither have nor exercise any control or direction over the methods by which CONTRACTOR and its employees or subcontractors shall perform their duties arising hereunder.
- 14.8 Rights and Remedies Not Waived** - CONTRACTOR shall be required to covenant that the provision of services to be performed by the CONTRACTOR under the AGREEMENT shall be completed without further compensation than that provided in the AGREEMENT. The acceptance of work under the AGREEMENT and the payment therefore shall not be held to prevent maintenance of an action for failure to perform work in accordance with the AGREEMENT. In no event shall a payment by the County be construed as a waiver by the County of any default of AGREEMENT requirements by the CONTRACTOR. County's payment shall in no way impair or prejudice any right or remedy available to the County with respect to default.
- 14.9 Consent to Jurisdiction** - CONTRACTOR and its ultimate parent corporation shall consent to the exclusive jurisdiction of the courts of the State of California in any and all actions and proceedings between the parties hereto arising under or growing out of the AGREEMENT. Venue shall lie in Monterey County, California.
- 14.10 End-Term Provisions** - CONTRACTOR shall have ninety (90) days after termination of the AGREEMENT to supply the required audited financial statements and other such documentation necessary to facilitate the close out of the AGREEMENT at the end of the term.
- 14.11 Notice of Litigation** - CONTRACTOR shall agree to notify the County as soon as practicable, or within two (2) business days, or as legally mandated, of any litigation or significant potential for litigation of which the CONTRACTOR becomes aware which may have a material impact on or which names the CONTRACTOR. Further, the CONTRACTOR shall be required to agree that it will disclose in writing to the County all litigation involving the CONTRACTOR, or the CONTRACTOR'S related organization, owners, or key personnel.

- 14.12 Compliance Program** - CONTRACTOR has made available to the County a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time. Documents can be located at the CONTRACTOR'S website, and the County acknowledges receipt of such documents.
- 14.13 HIPAA** – Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations there under. All patient medical records shall be treated confidential so as to comply with all state and federal laws.
- 14.14 Non-Exclusion** - CONTRACTOR represents and certifies that neither it nor any practitioner who orders or Provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). CONTRACTOR further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. CONTRACTOR agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in Federal health care programs, the CONTRACTOR must notify County within five (5) days of knowledge of such fact, and County may immediately terminate this AGREEMENT, unless CONTRACTOR immediately discontinues ordering or providing services hereunder.
- 14.15 No Influence on Referrals** - It is not the intent of either party to this AGREEMENT that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this AGREEMENT. Any payments specified in this AGREEMENT are consistent with what the parties reasonably believe to be a fair market value for the services provided.

15.0 MATERIAL BREACH, TERMINATION, PERFORMANCE SECURITY, CONTINUOUS SERVICE DELIVERY, TAKEOVER OF AMBULANCES

- 15.1 Material Breach by Contractor** - Due to the importance of the EMS System to the community it serves, the County must do everything possible to eliminate the potential for a system failure. Ambulance service is an essential service, and a well-designed system incorporates a variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the CONTRACTOR.

The County may declare CONTRACTOR in Material Breach of the AGREEMENT for the following reasons:

15.1.1. Failure of CONTRACTOR to operate the ambulance service system in a manner which enables County and CONTRACTOR to remain in compliance with the requirements of applicable federal and state laws, rules and regulations, and the County EMS ordinance and/or related EMS policies, rules, and regulations;

15.1.2. Falsification of information supplied by the CONTRACTOR during or subsequent to this procurement process, including by way of example, but not by way of exclusion, altering the presumptive run-code designations to enhance the CONTRACTOR'S apparent performance, or falsification of any other data required under the AGREEMENT;

15.1.3. Chronic failure of the CONTRACTOR to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data, or financial data;

15.1.4. Unauthorized scaling down of operations to the detriment of performance;

15.1.5. CONTRACTOR'S employees are expected to conduct themselves in a professional and courteous manner and present a professional appearance. Continuous or repeated complaints, investigated and verified by the County EMS Director, may be considered a material breach of the AGREEMENT;

15.1.6. Failure by CONTRACTOR to cooperate with and assist County in its takeover of CONTRACTOR'S operations after a material breach has been declared by County, as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond CONTRACTOR'S reasonable control;

15.1.7. Chronic failure of the CONTRACTOR to maintain equipment in accordance with manufacturer-recommended maintenance procedures and good maintenance practices or to replace equipment in accordance with the equipment replacement policies;

15.1.8. Making assignments for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver, or trustee for a substantial part of its property; or commencing any proceeding related to bankruptcy, reorganization arrangement, readjustment of debt, dissolution, or liquidation law or statute.

15.1.9. Attempts by CONTRACTOR to intimidate or otherwise punish employees who desire to interview with or to sign contingent employment agreements with competing CONTRACTOR during a subsequent Request for Proposal process;

15.1.10. Failure of the CONTRACTOR to maintain the required insurance in accordance with the terms of the AGREEMENT;

15.1.11. Failure of the CONTRACTOR to meet response-time requirements as set forth in the AGREEMENT in the same Priority system wide (i.e. all Zones combined) for three (3) consecutive months or four (4) months in any twelve (12) month period.

15.1.12. Failure to replenish, within fourteen (14) days, the response penalties account after withdrawal of any amount by County;

15.1.13. Chronic failure to submit reports and information under the terms and conditions outlined in the AGREEMENT and any subsequent AGREEMENT;

15.1.14. Failure to cure a breach of any other term of this AGREEMENT after written notice from the County and reasonable opportunity to cure;

15.1.15. Any failure of performance required in the AGREEMENT which is determined by the County EMS Director and confirmed by the County Board of Supervisors to constitute an imminent threat to the general public health and safety.

15.1.16. Acceptance by the CONTRACTOR or CONTRACTOR'S employees of any bribe, kickback, or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the CONTRACTOR or CONTRACTOR'S employees could be reasonably construed as a violation of federal, state, or local law.

15.1.17. Payment by the CONTRACTOR or any of the CONTRACTOR'S employees of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.

15.1.18. Chronic failure of the CONTRACTOR to comply with EMS system policy and procedures or to comply with clinical standards established by the County EMS Medical Director.

15.2 County's Remedies - In the event of any Material Breach by CONTRACTOR as defined in Section 15, the County shall have all rights and remedies available at law or in equity under the AGREEMENT, specifically including the right to terminate the AGREEMENT and initiate an emergency takeover of CONTRACTOR'S ambulances and on-board equipment and supplies. The County's remedies shall be cumulative and shall be in addition to any other remedy available to the County.

15.3 Termination by County for Material Breach - County may terminate this AGREEMENT in the event of any Material Breach by CONTRACTOR as defined in Section 15. Except for a Material Breach under 15.1.15 (which allows for immediate termination of this AGREEMENT), as a condition precedent to termination by County, County shall provide CONTRACTOR with no less than thirty (30) calendar days' advance written notice citing, with specificity, the basis for the Material Breach (the "Breach Notice"). Within five (5) calendar days of receipt of the "Breach Notice", CONTRACTOR shall deliver to the County, in writing, a plan to cure such breach. The plan shall be updated, in writing, every five (5) calendar days until the breach is cured. CONTRACTOR shall have the right to cure a Material Breach within thirty (30) calendar days of receipt of the "Breach Notice". In the event CONTRACTOR shall have cured the Material Breach within such thirty (30) day period, or such longer period as may be specified in the Breach Notice, this AGREEMENT shall remain in full force and effect. In the event County deems CONTRACTOR to remain in Material Breach as of the end of the cure period specified in the Breach Notice, such determination to be at the sole and absolute discretion of the EMS Director, or if the CONTRACTOR fails to timely deliver the cure plan or updates to the County, the County may provide CONTRACTOR with a notice of termination ("Termination Notice") or a notice of termination contingent upon the approval of the Monterey County Board of Supervisors, setting forth the specific reasons County believes CONTRACTOR remains in Material Breach and the effective date of termination ("Termination Date").

- 15.4 Termination by County for Chronic Material Breaches** - In the event of continuous or repeated material breaches of the same nature despite intermittent cures by the CONTRACTOR, as determined by the County EMS Director and confirmed by the County Board of Supervisors, County may immediately terminate the AGREEMENT and may initiate an emergency takeover of CONTRACTOR'S ambulances and on-board equipment and supplies in accordance with the Standby Lease Agreement, attached hereto as Exhibit A.
- 15.5 Imminent Threat to Public Health and Safety** - In the event of a failure of performance required in the AGREEMENT or a material breach of the AGREEMENT which is determined by the County EMS Director and confirmed by the County Board of Supervisors to constitute an imminent threat to public health and safety, County may immediately terminate the AGREEMENT and may initiate an emergency takeover of CONTRACTOR'S ambulances and on-board equipment and supplies in accordance with the Standby Lease Agreement, attached hereto as Exhibit A.
- 15.6 Performance Security** - Due to the impracticality and difficulty of determining actual damages in the event of CONTRACTOR'S failure to perform, CONTRACTOR'S material breach of the AGREEMENT, or the County's need to initiate an emergency takeover of the advanced life support ambulance service, CONTRACTOR shall post an irrevocable letter of credit in the amount of one million five hundred thousand dollars (\$1,500,000.00) to secure its performance hereunder. In the event the County terminates performance of the CONTRACTOR under the AGREEMENT, the CONTRACTOR will immediately forfeit the full amount of its performance security irrevocable letter of credit as liquidated damages. The following shall be the conditions precedent before the County may draw on the performance security: County termination of the AGREEMENT after a failure of performance required in the AGREEMENT which is determined by the County EMS Director and confirmed by the County Board of Supervisors to constitute an imminent threat to the general public health and safety; County termination of the contract after continuous or repeated material breaches of the same nature despite intermittent cures by the CONTRACTOR, as determined by the County EMS Director and confirmed by the County Board of Supervisors; or the (i) the County declares CONTRACTOR in Material Breach and (ii) the CONTRACTOR fails to cure the Material Breach within thirty (30) calendar days and (iii) the County terminates the AGREEMENT. The remedy provided for herein in the event of CONTRACTOR'S Material Breach shall be cumulative and the County's pursuit of any one remedy shall not preclude the County from seeking enforcement of any and all other remedies available to it, whether provided for in this AGREEMENT or available to it as a matter of law or in equity.
- 15.6.1. The irrevocable letter of credit shall be in a form acceptable to the County. The irrevocable letter of credit must be issued by a federally insured (FDIC) banking institution, acceptable to the County, with a debt rating of 1A or higher by the FDIC; A or higher by Standard and Poor's; A or higher by Moody's investors; or have a comparable rating by another rating system acceptable the County.

15.6.2. The irrevocable letter of credit may be used to assure the operation of the ambulance service, including, but not limited to, the leasing of equipment, the conduct of a procurement process, and negotiation or related administrative expenses, and additional contract costs incurred as a result of contracting with a new contractor should the County terminate performance of the CONTRACTOR under the AGREEMENT or need to initiate an emergency takeover of the advanced life support ambulance service. Use of the irrevocable letter of credit by the County shall in no way prevent or diminish the County's right to all remedies available at law.

- 15.7 Response Time Penalties** - CONTRACTOR shall pay all response time penalties within (14) business days of submission of the quarterly compliance report. Failure to pay penalties within (14) days shall be cause for the County to require the CONTRACTOR to establish and maintain a separate account of \$100,000.00 directly accessible by the County for assessment of response time fines. This account shall be replenished to the full amount within (14) business days of a withdrawal by the County.
- 15.8 Continuous Service Delivery** - In the event of Material Breach by CONTRACTOR and termination of the AGREEMENT by the County, CONTRACTOR will use its best efforts to assure continuous delivery of services required under this AGREEMENT regardless of the underlying cause or consequence of such Material Breach. CONTRACTOR recognizes that there is a public health and safety obligation that requires that the County provide uninterrupted service delivery in the event of Material Breach, even if CONTRACTOR disagrees with the determination of the Material Breach. CONTRACTOR agrees that, if notified by the County of a determination of material breach and termination or pending termination of the AGREEMENT by the County and intent to execute an emergency takeover of the system, CONTRACTOR shall cooperate fully with the takeover. CONTRACTOR shall not be prohibited from disputing any findings of Material Breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate transfer of operations to the County.
- 15.9 Takeover of Ambulances** - CONTRACTOR agrees that if it is notified by the County of termination due to CONTRACTOR'S Material Breach, the County will have the right to execute an emergency takeover of CONTRACTOR'S ambulances and on-board equipment and supplies that the County determines are necessary for the continued operations of the EMS system. CONTRACTOR will be required to cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the County to directly operate CONTRACTOR'S ambulances (including on-board equipment and supplies) under a standby lease at fair market value for a period of up to six (6) months following the termination of the AGREEMENT. CONTRACTOR further agrees to make available to the County all means to contact its employees working in CONTRACTOR'S County operations so that they may be retained on an emergency basis by the County for operation of the ambulances. The Standby Lease is attached hereto as Exhibit A.

15.10 Change in Ambulance Provider (Future Procurement Cycles) - Should the CONTRACTOR fail to prevail in a future procurement cycle, the CONTRACTOR shall agree to continue to provide all services required under the AGREEMENT until a new CONTRACTOR assumes service responsibilities. To assure continued performance fully consistent with the requirements of the AGREEMENT through any such period, the following provisions shall apply:

15.10.1. CONTRACTOR shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent AGREEMENT to another CONTRACTOR, including but not limited to compliance with the provisions related to the qualifications of key personnel.

15.10.2. CONTRACTOR shall make no changes in methods of operation which could reasonably be considered aimed at cutting CONTRACTOR services and operating cost to maximize profits during the final stages of the AGREEMENT.

15.10.3. The County recognizes that if another CONTRACTOR should prevail in any future procurement cycle, the CONTRACTOR may reasonably begin to prepare for transition of the service to a new CONTRACTOR. The County shall not unreasonably withhold its approval of the CONTRACTOR'S request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the CONTRACTOR'S performance during this period.

16.0 CONTRACT AUDITS

CONTRACTOR will agree that Monterey County or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. CONTRACTOR will agree to provide Monterey County or its designee with any relevant information requested, and shall permit Monterey County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR will further agree to maintain such records for a period of three years after the date CONTRACTOR completes its performance of services under this AGREEMENT.

17.0 PRICING

17.1 Rates - CONTRACTOR shall not exceed the rates set forth by the County in Exhibit B for ambulance services. Notwithstanding any other provision of this AGREEMENT, because this AGREEMENT requires and mandates that the CONTRACTOR respond at the ALS level for all emergency services, the CONTRACTOR shall bill the ALS rate except where prohibited by law, e.g., Medicare or Medicaid.

17.2 Rate Increases - Regular and ordinary annual rate increases may be implemented effective February 1, 2011 and annually until the termination of this AGREEMENT. The increases shall be set forth as described within this section. Rate increase requests shall be due to the EMS Director by November 1 of the year proceeding the year the rate increase shall go into effect. The regular and ordinary annual rate increase shall be automatically implemented February 1st unless the EMS Director objects to CONTRACTOR'S calculations by January 1st. The annual rate increase shall be the greater of the following percentages:

1.7.2.1. 2% divided by Monterey's average collection rate from the previous twelve (12) month period for which figures are then available (e.g. September through October or August through September); or

17.2.2. Percentage calculated from the following Consumer Price Index (CPI) factors divided by Monterey's average collection rate from the current year. Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for San Francisco-Oakland-San Jose:

- 85% of the Medical Care CPI;
- 2% of the Transportation CPI; and
- 13% of All Items CPI

17.2.3. County shall have the right to review CONTRACTOR'S uncollectible claims to verify that all reasonable efforts to collect have been made and are within industry standards.

17.3 Profit Cap - Notwithstanding anything in this Section, if CONTRACTOR'S prior year (January-December) financial reports show pre-tax profits in excess of eight percent (8%), the parties shall meet and confer regarding rates and/or rate adjustments, and the rate increases set forth in Section 17.2 of the Agreement may be adjusted accordingly. CONTRACTOR shall provide the County with a preliminary year end financial reports no later than December 20th and the parties shall agree on any rates before the Annual Rate Increase.

17.4 Fee Forgiveness Program - CONTRACTOR shall provide a Fee Forgiveness Program (hereinafter referred to as "FFP") for Monterey County residents as outlined within Exhibit C. The FFP shall assist those patients without insurance and who do not qualify for government assistance programs. Program details shall be provided to the County EMS Director for review and any amendments to the program shall be provided prior to implementation to allow for the appropriate review and/or approval by the County.

17.5 Extraordinary Rate Increase - The CONTRACTOR may apply for and request that the County Board of Supervisors approve an extraordinary increase to the rates approved under this AGREEMENT, if determined to be reasonable but limited to any of the following reasons:

17.5.1 The CONTRACTOR demonstrates actual or reasonably projected, substantial financial hardship as a result of factors beyond its reasonable control, provided that the County shall have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial records of the CONTRACTOR as it deems necessary to verify such hardship.

17.5.2 Changes in governmental third party payer-programs that result in significant reduction in revenues for services rendered.

17.5.3 Prior to requesting any increases as permitted in this section, CONTRACTOR shall provide sixty (60) days written notice of the intent to request an increase to the EMS Director, shall provide all documentation as may be reasonable requested by the EMS Director, and shall meet and confer with the EMS Director on such proposed request.

18.0 RESPONSE TIME REQUIREMENTS

18.1 Response -Time Performance:

18.1.1. This is a performance-based AGREEMENT; the County does not limit the CONTRACTOR'S flexibility in providing and improving current EMS services. Performance that meets or exceeds the response time requirements of the AGREEMENT is the result of the CONTRACTOR'S expertise and methods, and therefore is solely the CONTRACTOR'S responsibility. An error or failure in any one portion of the CONTRACTOR'S operation shall not excuse required performance requirements in other areas of the CONTRACTOR'S operation.

18.1.2. CONTRACTOR shall in good faith minimize variations or fluctuations in response-time performances according to time of day, day of the week, or week of the month.

18.1.2.1. The EMS Boundaries, as referenced in Exhibit D to the agreement, are utilized by the county to monitor the CONTRACTOR'S response-time performance by region of the county. The CONTRACTOR shall in good faith limit response-time disparity by region of the county regardless of priority class.

18.1.3. CONTRACTOR'S Communications Center shall appropriately categorize each EMS response and provide patient determinants and response descriptors using the EMS Medical Directors approved Emergency Medical Dispatch (EMD) program. CONTRACTOR shall not be responsible for determining the appropriate response method for first-response agencies for each response determinate code.

18.1.4. CONTRACTOR shall be the exclusive provider of ambulance services for much of the County's, patients and healthcare facilities, and in doing so these individuals and facilities rely on the CONTRACTOR to provide timely inter-facility and non-emergency medical transportation. CONTRACTOR shall be required to meet or exceed response-time reliability criteria for all inter-facility and critical care transport responses under this AGREEMENT.

18.1.5. CONTRACTOR’S OPTION: At the conclusion of the first year of the AGREEMENT, the CONTRACTOR may, at its sole discretion, enter into subcontracts with one or more ALS first responder agencies for the provision of services utilizing alternative maximum response times. Any such subcontract will require pre-approval by the EMS Director, and must be consistent with performance criteria that addresses, among other things, how the subcontract will 1) improve ALS on scene arrival times to a medical emergency, 2) ensure compliance with established quality improvement standards, 3) establish a system of financial penalties for non-compliance with performance standards, and 4) impact the rates paid by individuals transported by CONTRACTOR.

18.2 Priorities:

18.2.1. For the purpose of response-time calculations, there shall be six (6) different Priorities as follows:

Priority	Definition
1	Life threatening emergencies, e.g., cardiac arrests, choking, major hemorrhage, etc. either Echo or Delta designation by EMD. All requests receive the closest unit with a red light and siren response, the ambulance is not divertible.
2	Non-life threatening emergencies that require an urgent red light and siren response under either Delta/Charlie designation by EMD, the ambulance is divertible to a Priority 1.
3	Calls that do not require red lights and siren response, but require an immediate response due to an urgent, but non-life threatening, medical condition either Charlie/Alpha/Bravo designations by EMD.
4	Scheduled Transfer – Transfers scheduled by a healthcare facility at least four hours prior to the pick-up time.
5	Unscheduled Transfer – Transfers with a non-scheduled, immediate response, requested by a healthcare facility.
6	Critical Care Transport – Scheduled or Unscheduled Critical Care Transport requested by a healthcare facility.

18.2.2. For every call in every presumptively defined category not meeting the specified response-time criteria, the CONTRACTOR shall submit a written report to the designated EMS Agency staff member, in a format approved by the EMS Director, documenting the cause of the late response and the CONTRACTOR’S efforts to eliminate recurrence. These reports shall be submitted in an electronic format approved by the EMS Director.

18.2.3. In the event that the CONTRACTOR is unable to meet the established maximum response time for a Priority 4, 5 or 6, requests for service, the CONTRACTOR shall supply the caller with an honest, reasonable estimate of the time that the unit will arrive (ETA). This shall not exempt the CONTRACTOR from the response time compliance measurements established under this AGREEMENT.

18.2.4. CONTRACTOR shall inform first responders in system status plan changes under a plan pre-approved by the EMS Director.

18.3 Response –Times:

All times shall be calculated in minutes.	Green	Yellow	Orange	Red
Priority - 1	8	12	16	ASAP
Priority - 2	10	16	20	ASAP
Priority - 3	12	20	24	ASAP
Priority - 4	Scheduled Pick-up Time			
Priority - 5	Immediate Response Request			
Priority - 6	45	90	N/A	N/A

For each Priority within each Zone, compliance shall be considered achieved when 90% or more of calls on a monthly basis meet the specified response-time criteria. For example, to be in compliance for Priority 1 responses in the Green Zone, the CONTRACTOR must place an ALS ambulance on the scene of each call within 8 minutes not less than 90% of all calls within the Green Zone for the month.

18.4 Time Intervals:

18.4.1. For the purpose of this AGREEMENT, dispatch and response times shall be measured using, but not limited to the following methods:

18.4.1.1. In the case of 911 (Priority 1, 2 or 3) calls transferred, either electronically or telephonically, from a PSAP, the response time shall be calculated from the instant the CONTRACTOR dispatches the transport capable ambulance with an actual dispatch address. Ambulance response time is measured to arrival at the incident of the first arriving transport capable ALS ambulance.

18.4.1.2. CONTRACTOR shall dispatch (Priority 1, 2 or 3) calls within fifty – nine (59) seconds of the call taker receiving the call information, either telephonically or by CAD key stroke.

18.4.1.3. In the case of emergency and non-emergency calls received from sources other than a PSAP, response times shall be calculated from the time the CONTRACTOR is first made aware of the call address, call back number, and chief complaint or call determinant in the CONTRACTOR’S communications center, until the arrival at the incident location by the first arriving transport capable ambulance.

18.4.1.4. For scheduled non-emergency (Priority 4) requests, “scheduled time of pick up” is the agreed upon pick-up time of the patient, which shall be scheduled by a healthcare facility at least four hours prior to the pick-up time.

18.4.1.5. Non emergent, unscheduled (Priority 5) requests shall meet a sixty (60) minute response time.

18.4.1.6. Emergent, e.g., neonatal, specialty care or other critical patients, unscheduled (Priority 5) requests shall meet the Priority 3 response time for that Zone to pick up a specialty team or patient, if no team is required.

18.4.2. "Arrival at the incident" means the moment an ambulance crew notifies the communications center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes, parking areas for parks, trailheads, etc.), "arrival at the incident" shall be the time the ambulance arrives at the designated staging location. The response-time standard to staging shall not be relaxed. The EMS Medical Director may require the CONTRACTOR to log time "at patient" for medical research purposes. However, during the term of the AGREEMENT, "at patient" time intervals shall not be considered part of the contractually stipulated response time, but can be executed at any time for research purposes.

18.4.3. In instances the dispatcher takes longer than 59 seconds to dispatch (Priority 1, 2 or 3 responses) a transport capable ambulance CONTRACTOR shall be fined \$100 ("dispatch interval penalty"). CONTRACTOR shall be required to report all dispatches taking longer than 59 seconds. (Amended 2012)

18.4.3.1. In instances when the ambulance fails to report "at scene," CONTRACTOR shall be fined \$100 ("report at scene penalty"). CONTRACTOR shall be required to report all failures to report "at scene". Should the CONTRACTOR fail to report on scene, the time of the next communication with the ambulance shall be used as the time of "arrival at the incident." Arrival at scene must be reported by a manual action of the ambulance crew at the scene either through voice communications or the use of manually activated, digital status-reporting device approved by the EMS Director. Post notification of scene time by crews when transmitting their next communication shall not be counted as the official on scene time. Arrival times automatically captured solely by Automated Vehicle Locator (AVL) position reporting may be used as a final back up to all other reporting devices. However, the CONTRACTOR may request amendment of the recorded arrival time when it can document the actual arrival time using the following methods.

- Voice communications on the MED Channels
- Voice communications on the Fire Command Channels
- Automatic Vehicle Locator system (AVL)

18.4.3.2. All failure to report at scene incidents shall be reviewed by the CONTRACTOR in an effort to reduce these occurrences. (Added 2012)

18.4.4 For every AGREEMENT quarter that the CONTRACTOR'S compliance to dispatch interval exceeds 92%, the County shall forgive all "dispatch interval penalty" deductions for the dispatch interval for the entire quarter. Non-performance deductions for failure to report "at scene" shall not be forgiven.

18.5 Upgrades, Downgrades, Cancellations, and Reassignments:

18.5.1. Upgrades - When an assignment is upgraded prior to the arrival on scene of the first ambulance (e.g., Priority 2 to Priority 1), the CONTRACTOR'S compliance with contract standards and penalties shall be calculated based on the shorter of:

18.5.1.1. Time elapsed from call receipt to time of upgrade plus the higher Priority response-time standard, or

18.5.1.2. The lower Priority response-time standard.

18.5.2. Downgrades - Medically trained Public Safety First Responders, as authorized by the EMS Medical Director, may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first ALS ambulance, the CONTRACTOR'S compliance with contract standards and penalties shall be calculated based on:

18.5.2.1. Lower Priority response-time standard, if the unit is downgraded before it would have been judged "late" under the higher Priority performance standard, or

18.5.2.2. Higher response-time standard, if the unit is downgraded after the unit would have been judged "late" under the higher Priority response standard.

18.5.3. Cancellations En route - If an ambulance is cancelled en route prior to an ambulance arriving on scene, and no ambulance is required at the location dispatched, the response shall end at the moment of cancellation. All canceled calls shall be included in calculating response time compliance.

18.5.4. Reassignment While En-route - If an ambulance is reassigned en-route or turned around prior to arrival on scene (e.g., to respond to a higher Priority request), the CONTRACTOR'S compliance and penalties shall be calculated based on the response-time standard applicable to the final Priority assigned by the CONTRACTOR'S communications center, in compliance with approved system protocols.

18.6 Response Times Outside of Contracted Service Area - CONTRACTOR shall not be held accountable for emergency or non-emergency response-time compliance for any assignment originating outside of the contracted service area. Responses to requests for service outside of the service area shall not be counted in the total number of responses used to determine compliance.

18.7 Multiple Ambulance Responses to a Single Incident - The first ambulance assigned to an incident shall be required to meet the response time for the dispatched Priority. The second and each additional ambulance dispatched to the same incident shall be required to meet the next least restrictive Priority response-time requirement, up to Priority 3. For instance, if a second ambulance is dispatched to a Priority-1 call, it shall be deemed a late response only if the second ambulance fails to meet the Priority-2 response-time requirement from the time the unit was requested until its arrival on scene.

18.8 Response Time Exclusions - CONTRACTOR shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the CONTRACTOR'S reasonable control may affect the achievement of the specified response time standards. Unusual factors may include:

- Declared disasters
- EMS Agency directed ambulance strike team deployments
- Extraordinary and unpredictable weather
- Multiple casualty incidents
- Periods of unusually high demand
- Access issues (i.e. gates, trails, large complexes, maritime incidents etc.)
- Road closures
- Other unknown circumstances (must be fully documented)

If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response-time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a written request that the County exclude these responses from late penalties. Any such request must demonstrate that at the moment the call was received an unusual factor beyond the CONTRACTOR'S reasonable control existed. Requests must be made in writing and received by the EMS Director no later than ten (10) calendar days after the end of the month the call(s) occurred in. The EMS Director shall review the request and issue a determination within ten (10) calendar days after receipt of CONTRACTOR'S written request. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Monterey County Director of Health for a definitive ruling within ten (10) calendar days of the receipt of the response-time exemption determination by the EMS Director. The ruling of the Director of Health shall be final and binding.

To request exclusion for a "period of unusually high demand," the CONTRACTOR must demonstrate that, at the moment the call was received, the number of emergency calls dispatched and being worked simultaneously exceeds the sum of the following formula:

$$\text{Overload} = (1.5 \times (1 \text{ Standard Deviation})) + \text{The Mean}$$

Rounded Up to the nearest whole call for the entire population of emergency ambulance calls for that hour for the past twenty (20) Weeks.

Equipment failures, traffic congestion, ambulance failures and inability to staff units, shall not be grounds for granting an exception to compliance with the response standards. (Amended 2012)

18.9 Response-Time Audit Trail - CONTRACTOR shall maintain a system that assures a complete audit trail for all response times and assure the County access to the response-time data at any time to assure compliance and to calculate penalties. County EMS Agency staff and the EMS Medical Director shall have unlimited access to the real-time and post incident CAD database. The data contained in the system shall, at all times during and after the expiration or termination of the AGREEMENT, remain the property of Monterey County. CONTRACTOR shall not edit any portion of the database without prior approval of the EMS Director.

18.10 Deviations from Response-Time Standards:

18.10.1. The County understands that isolated instances may occur in which the CONTRACTOR does not meet the stated performance specifications. Minor violations of these requirements shall result in performance penalties. CONTRACTOR shall pay all penalties within 14 days.

18.10.2. For each Priority 1, 2, 3, 4, 5, and 6 response which originates within the County service area for which the CONTRACTOR’S response time exceeds the response-time standard as described herein, CONTRACTOR shall pay performance penalties within 14 calendar days. Effective three months after the CONTRACTOR begins operations, CONTRACTOR shall pay the per minute penalties for responses in excess of the required response time without limit per incident, except as defined, subject to the response time incentives provision described herein.

18.10.3. For purposes of calculating response-time deductions, a fraction of a minute is to be rounded up to the next minute. For example, any Priority of response arriving one minute and five seconds late would result in a deduction of \$20.00.

18.11 Monthly Liquidated Damages for Non-performance:

18.11.1. Monthly Penalties for Priority 1 or Priority 2. Effective 90 days from the CONTRACTOR’S initiation of service, liquidated damages payments by the CONTRACTOR shall be made for non-performance. The following penalties shall be applied (in addition to the Per Minute Penalties) when the CONTRACTOR fails to meet the ninety percent (90%) compliance for a Priority as aggregated across all Zones within that same Priority for any given month:

89%	\$ 5,000
88%	\$ 10,000
87%	\$ 15,000
86%	\$ 20,000
85%	\$ 25,000

18.11.2. Monthly Penalties for Priority 3, 4, 5 or 6. Effective 90 days from the CONTRACTOR’S initiation of service, the following penalties shall be applied (in addition to the Per Minute Penalties) when the CONTRACTOR fails to meet the ninety percent (90%) compliance for a Priority as aggregated across all Zones within that same Priority for any given month:

89%	\$ 2,500
88%	\$ 5,000
87%	\$ 7,500
86%	\$10,000
85%	\$12,500

18.11.3. CONTRACTOR shall not refer exclusive franchise calls to another agency or County unless it is part of an EMS Agency approved mutual aid plan.

18.12 “100-Response Rule”

18.12.1. For the purposes of determining compliance with response-time requirements within each Zone monthly, the following method shall be used. For every month in which 100 or more responses of any Priority originate within the Zone, 90% compliance is required for the calendar month. However, for any month within which fewer than 100 responses originate, compliance shall be calculated in subsequent month(s) once responses for that Zone exceed 100 responses.

18.12.2. Should the CONTRACTOR be determined to be subject to non-performance liquidated damages for failure to meet 90% compliance with Priority 1 or 2 criteria within the Zone under the 100-responses rule, the CONTRACTOR shall not be subject to another assessment of liquidated damages for non-performance for that Priority until 100 additional responses are achieved in that Zone.

18.12.3. The above deductions shall be assessed each month. For purposes of assessing non-performance liquidated damages, monthly response times shall be reported without decimals, and no rounding factor shall be allowed (e.g., a monthly performance of 89.9% will be reported as 89%).

18.13 Per Minute Penalties - CONTRACTOR shall be required to meet the response-time criteria within each Priority for each Zone as illustrated on the maps in Exhibit D. No Zone shall be subject to substandard response time performance. Substandard response time performance for each call within each Priority within each Zone shall result in an assessed penalty of \$10 per minute for each minute late that does not exceed 20 minutes. Late responses exceeding 20 minutes, but less than 30 minutes, shall result in an assessed penalty of \$20 per minute late. Late responses exceeding 30 minutes shall result in an assessed penalty of \$20 per minute late, plus an additional assessed penalty of \$400 per

incident. CONTRACTOR shall take precautions to assure that no Zone is chronically underserved. Notwithstanding anything in this Subsection or AGREEMENT, per minute penalties shall not apply to the calls that are within a Red Zone.

18.14 Incentive for Superior Response-Time Performance - For every contract quarter that the CONTRACTOR'S countywide response-time compliance for a Priority exceeds 92%, the County shall forgive all per-minute response-time deductions for that Priority for the entire quarter. Non-performance deductions shall not be forgiven.

19.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to the CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) 3 days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

**County of Monterey
Attn: EMS Director
1270 Natividad Road
Salinas, CA 93906**

Tel. No.: (831) 755-5013 FAX No.: (831) 775-4972

TO THE CONTRACTOR:

**American Medical Response West
Attn: General Manager
P.O. Box 1953
Marina, CA 93933
Tel. No.: (831) 718-9555 FAX No.: (831) 582-9603**

**American Medical Response Inc.
Attn: Legal Department
6200 South Syracuse Way Suite 200
Greenwood Village, Colorado 80111
Tel. No.: (303) 495-1283 FAX No. (303) 495-1800**

20.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

21.0 INSURANCE

21.1 Insurance Coverage Requirements:

21.1.1. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of any AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

21.1.2. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence

21.1.3. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under any AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$3,000,000 per occurrence.

21.1.4. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of any AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

21.1.5. Professional liability insurance, if required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

21.2 Other Insurance Requirements:

21.2.1. All insurance required by any AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by any AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under any Agreement.

21.2.2. Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under any Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

21.2.3. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

21.2.4. Prior to the execution of any Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by any Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in any Agreement, which shall continue in full force and effect.

21.2.5. CONTRACTOR shall at all times during the term of any Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of any Agreement which entitles County, at its sole discretion, to terminate any Agreement immediately.

22.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of Monterey County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.), and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. The CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

23.0 CONFLICT OF INTEREST

The CONTRACTOR covenants that the CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under any Agreement, presently have no interest and during the term of any Agreement will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of the CONTRACTOR'S services under any Agreement.

24.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the proposal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the proposal should be identified as such. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

25.0 BIG SUR AMBULANCE COVERAGE

CONTRACTOR agrees to maintain one (1) 24 hour ambulance staffed in the Big Sur area for the term of the AGREEMENT. This unit may be utilized within the Countywide system in the event of high system demand or disaster response needs on a short term temporary basis.

AGREEMENT SIGNATURES - ORIGINAL

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response West

By:  12-10-09
Douglas E. Petrick, General Manager

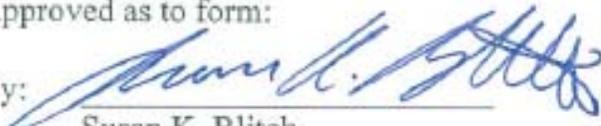
**County of Monterey, a political subdivision of
the State of California**

By:  1/5/10
Len Foster, Director of Health
County of Monterey

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE


By: _____
Date: 12-10-09

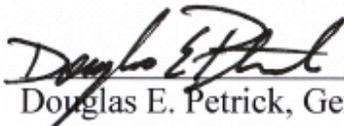
Approved as to form:

By:  12/10/09
Susan K. Blich
Deputy County Counsel
County of Monterey

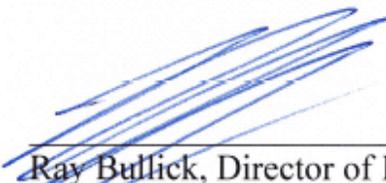
AGREEMENT SIGNATURES – AMENDMENT 2

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

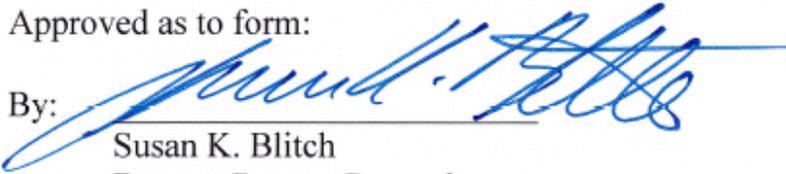
American Medical Response West

By: 
Douglas E. Petrick, General Manager

**County of Monterey, a political subdivision of
the State of California**

By: 
Ray Bullick, Director of Health
County of Monterey

Approved as to form:

By: 
Susan K. Blich
Deputy County Counsel
County of Monterey

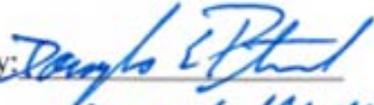
AGREEMENT SIGNATURES – AMENDMENT 3

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

Contractor:

By: 
Title: Director of Health

By: 
Title: GENERAL MANAGER

Date: 3-1-13

Date: 1-31-13

Approved as to Form and Legality: (County Counsel)

By: 
Sr. Deputy County Counsel

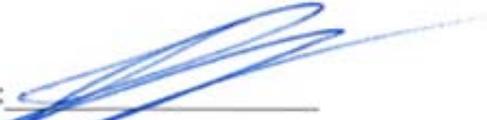
Date: 1/31/13

AGREEMENT SIGNATURES – AMENDMENT 4

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

Contractor:

By: 
Title: Director of Health

By: 
Title: General Manager

Date: 3-1-13

Date: 1-31-13

Approved as to Form and Legality: (County Counsel)

By: 
Sr. Deputy County Counsel

Date: 1/31/13

AGREEMENT SIGNATURES – AMENDMENT 5

All other terms and conditions of the Agreement, as previously amended remain the same.

County:

By:

Title: Director of Health

Date:

1-27-14

APPROVED AS TO FORM: (County Counsel)

By:

Sr. Deputy County Counsel

Contractor:

By:

Title:

Date:

[Handwritten Signature]

GENERAL MANAGER

1-28-14

Date:

1-27-2014

AGREEMENT SIGNATURES – AMENDMENT 6

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:
By: 

Contractor:
By: 
2-11-14

Title: Director of Health
Date: 

Title:
Date: 2/24/14

APPROVED AS TO FORM; (County Counsel)

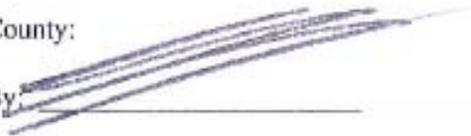
By: 
Deputy County Counsel

Date: 2/18/14

AGREEMENT SIGNATURES – AMENDMENT 7

All other terms and conditions of the Agreement, as previously amended, remain the same.

County:

By: 

Title: Director of Health

Date: 12-30-14

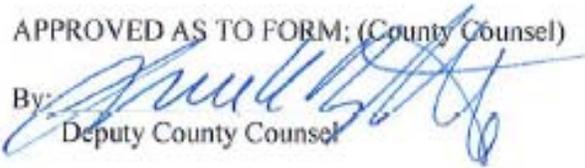
Contractor:

By: 

Title: GENERAL MANAGER

Date: 1-6-15

APPROVED AS TO FORM: (County Counsel)

By: 

Deputy County Counsel

Date: _____

EXHIBIT A TO AGREEMENT – AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREYSTANDBY LEASE AGREEMENT

THIS STANDBY LEASE AGREEMENT ("Lease") is entered into as of, between the County of Monterey, ("Lessee" or "County"), and American Medical Response West ("Lessor" or "Contractor"). WHEREAS, Lessor and Lessee have entered into an Advanced Life Support Ambulance Service Agreement ("Ambulance Agreement"), that permits the Lessee to take over the advanced life support ambulance service under certain conditions;

WHEREAS, in the event of Lessee's takeover of the ambulance service, Lessor desires to lease certain ambulances and certain items of equipment (collectively "Equipment") specified on Schedule "A" to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A". Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.
2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: Lessee delivers to Lessor a declaration from the County's EMS Director certifying that the County has elected to take over the Advanced Life Support Ambulance Service and County termination of the Ambulance Agreement after a failure of performance required in the Ambulance Agreement which is determined by the County EMS Director and confirmed by the County Board of Supervisors to constitute an imminent threat to the general public health and safety; or County termination of the Ambulance Agreement after continuous or repeated material breaches of the same nature despite intermittent cures by the CONTRACTOR, as determined by the County EMS Director and confirmed by the County Board of Supervisors; or the (i) the County declares Contractor in Material Breach, (ii) the Contractor fails to cure the Material Breach within thirty (30) days, and (iii) the County terminates the Ambulance Agreement. Upon satisfying these conditions, Lessee shall take possession and control of the Equipment *subject* to the terms and conditions of this Lease.
3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 and shall continue for the same period of time on a month-to-month basis not to exceed six (6) months unless mutually agreed upon by both parties.

Exhibit A

4. Rent. Lessee shall pay Lessor monthly rent for the Equipment in an amount equal to the fair market value of the Equipment. Monthly rent shall be due by Lessee on *the* first *day* of each month this Lease is in effect. Lessee shall be in default of this agreement should it fail to pay Lessor monthly rent by the tenth day of each month. The fair market value of monthly rent of the Equipment shall be determined by written agreement of the Lessor and Lessee. In the event that the Lessor and Lessee cannot agree upon the fair market value of the monthly rent of Equipment, the fair market monthly rental value shall be determined by the following appraisal process. Within ten (10) days after the commencement of the Lease, each party shall select an appraiser and shall submit in writing the name of the appraiser so selected to the other party. Within twenty (20) days thereafter, the two (2) appraisers so selected by the parties shall select a third, and the three (3) appraisers shall determine the fair market value monthly rental of the Equipment and shall submit in writing their determination to both parties within ten (10) days. The three (3) appraisers' determination of the fair market value monthly rental of the Equipment shall be binding upon both Lessor and Lessee. Any nonpayment of Rent or other amounts payable under this Lease within thirty (30) days of Lessor's written notice to Lessee shall bear interest at the higher rate of: (i) twelve percent (12%); or (ii) the maximum amount allowed by law.
5. Use. The Equipment will be used for operating the ambulance system.
6. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.
7. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered; ordinary normal wear and tear from proper use accepted.
8. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer-to-exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.
9. Risk of Loss. Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with lease of the Equipment or operation of the ambulance system and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for

Exhibit A

damage, injury, or death arising out of or connected with the lease of the Equipment or operation of the ambulance system, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of Lessor.

10. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of loss.
11. Insurance. Lessee shall, at its sole expense, carry and maintain for all of the Equipment, insurance against such risks and shall carry professional liability insurance for services Lessee performs while it runs the ambulance system. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request. Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence satisfactory to Lessor showing that such insurance coverage is and will remain in effect in accordance with Lessee's obligations under this Section.
12. Taxes and Fees. Except to the extent exempted by law. Lessee hereby assumes liability for, and shall pay when due all *fees, taxes* and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment.
13. Limited Warranty. Lessor, not being the manufacturer or vendor of *the* equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material or workmanship of the equipment.
14. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: (i) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of thirty (30) days after written notice to Lessee from Lessor; or (ii) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of thirty (30) days after written notice to Lessee from Lessor.
15. Remedies. If one or more Events of Default shall have occurred and be continuing after the thirty (30) day notice period has lapsed, Lessor at its option, may:
 - a, proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or

Exhibit A

- b. by notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into. provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month: and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.
16. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered. or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.
17. Miscellaneous. This Lease (including the Schedule "A" hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties.

[Signature page follows]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

AMERICAN MEDICAL RESPONSE WEST

BY

Print Name: _____

Title: _____

COUNTY OF MONTEREY

BY

Print Name: Title:

Exhibit A – Schedule A

Schedule "A" Equipment

Lessee hereby accepts this Equipment "as is" and acknowledges that at the time of takeover. Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and **repair**. The following items located within Lessor's Monterey County operations and providing services within Monterey County at the time of takeover are deemed necessary to continue daily ambulance operations:

Ambulances

1. _____() emergency ground ambulances
2. Onboard medical soft goods (bandaging, drugs, disposable supplies, etc.)
3. Onboard hardware (backboards, splints, suction units, O2 adaptors, etc.)
4. Ambulance gurney
5. Stocked medical/drug bag
6. Stocked airway bag
7. Monitor/Defibrillator
8. Portable radio equipment
9. Mobile radio equipment
10. AV L system equipment (if CONTRACTOR owned)
11. ePCR equipment (if CONTRACTOR owned)

Inventory

1. Existing medical supply inventory of soft goods located within the County.

Exhibit B

**EXHIBIT B TO AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT
AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY**

Monterey County Ambulance Rates	
Effective 2-1-2015	
Base Rate	2,327.84
SCT Base Rate	3,682.03
Non-Emergency Base	2,327.84
Mileage	50.21
SCT Mileage	50.21
Oxygen	150.08
Intubation Supplies	402.12
IO Supplies	365.86
EKG Electrodes	78.20
Supraglottic Airway	385.38
Cannula	20.34
Emesis Basin	5.19
Disposable Linen	37.52
Bag Valve Mask	89.26
Blanket, Disposable	22.90
Non-Rebreather Mask	11.44
Restraints Disposable	39.06
Splint	19.07
Chux Pad	7.02
Aspirin	1.06
Albuterol Nebulizer	47.45
Atropine	38.84
Dextrose 50%	38.17
Morphine	29.95
Narcan	75.24
Nitrospray	19.69
Adenosine	177.38
Glucose	24.75
Nitroglycerine (tab or spray)	17.02
Normal Saline Infusion	109.10
Splinting - Spinal	155.01
Pulse Oximetry	52.28
EKG Monitor	136.60
Blood Glucose Test	69.61
Universal Precautions	28.17
CPAP Procedure/Supplies	278.95
Night Charge	128.19
Standby Services	160.00 per/hour

**EXHIBIT C TO AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT
AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY****MONTEREY COUNTY FEE FORGIVENESS PROGRAM**

For each year of the Agreement, CONTRACTOR agrees to forgive and waive annually One Million Dollars (\$1,000,000) of uninsured self-pay accounts for the purpose of establishing a "Fee Forgiveness Program" (FFP) for qualifying residents of Monterey County. The annual FFP shall be divided into equal quarterly amounts of Two Hundred Fifty Thousand Dollars (\$250,000). The parties agree in good faith to annually revisit these amounts and determine if renegotiation of the amounts is warranted based on a review of the records related to past experience for that year.

For a patient to qualify for the FFP:

1. The patient must be a resident of Monterey County with a Monterey County address, and the patient must be picked up and transported within Monterey County.
2. Patients must meet medical necessity criteria as defined by AMR and the County.
3. The patient must be uninsured and have no third-party coverage that would pay for any of the ambulance bill. The patient must have limited financial resources and paying full County rates would be a substantial burden. Documentation of financial resources may be required by CONTRACTOR.
4. Repetitive patients may be considered eligible for the FFP, but it is AMR's desire to offer assistance to as many patients as possible under this plan.
5. Acceptance of a patient into the FFP program will be at CONTRACTOR'S discretion.

For a patient to access the FFP funds once qualified:

1. The patient will be offered an Eighty Percent (80%) discount off of the billed charges (but in no case less than the current Medicare fee schedule) if the patient agrees to make payment within thirty (30) days. The discounted amount will be covered utilizing funds in the FFP. For example, if the billed charges are \$3,500, then the patient's account is considered paid in full if the patient makes a payment of \$700 within thirty days. The remaining \$2,800 is covered by the FFP.
2. The patient will be offered a Fifty Percent (50%) discount off of the billed charges if a payment plan is established to pay the bill over time as approved by AMR's billing personnel. The remaining fifty percent (50%) will be covered by utilizing funds in the FFP. For example, if the billed charges are \$3,500, and the patient agrees to utilize the AMR Payment Plan, then the patient would agree to pay fifty percent or \$1,750 over the course of ten months or less. The remaining \$1,750 would be covered by the FFP.

Exhibit C

3. If a patient fails to pay in accordance after the patient has qualified for FFP, the CONTRACTOR reserves the right to seek reimbursement from the patient for the entire amount (including the portion that was to be forgiven or waived) under its standard collection practices. Any decision whether to write-off the patient's balance after the patient has failed to meet FFP requirements shall be at CONTRACTOR'S sole discretion.
4. Should the quarterly amount be exhausted prior to the end of the quarter, the FFP shall begin again at the start of the next quarter.

AMR will provide an annual report of the FFP, and how it was utilized during the prior year. As needed, this program may be modified in AMR's discretion with prior notice to the County EMS Director.

Exhibit D

EXHIBIT D TO AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY (ZONE MAPS)

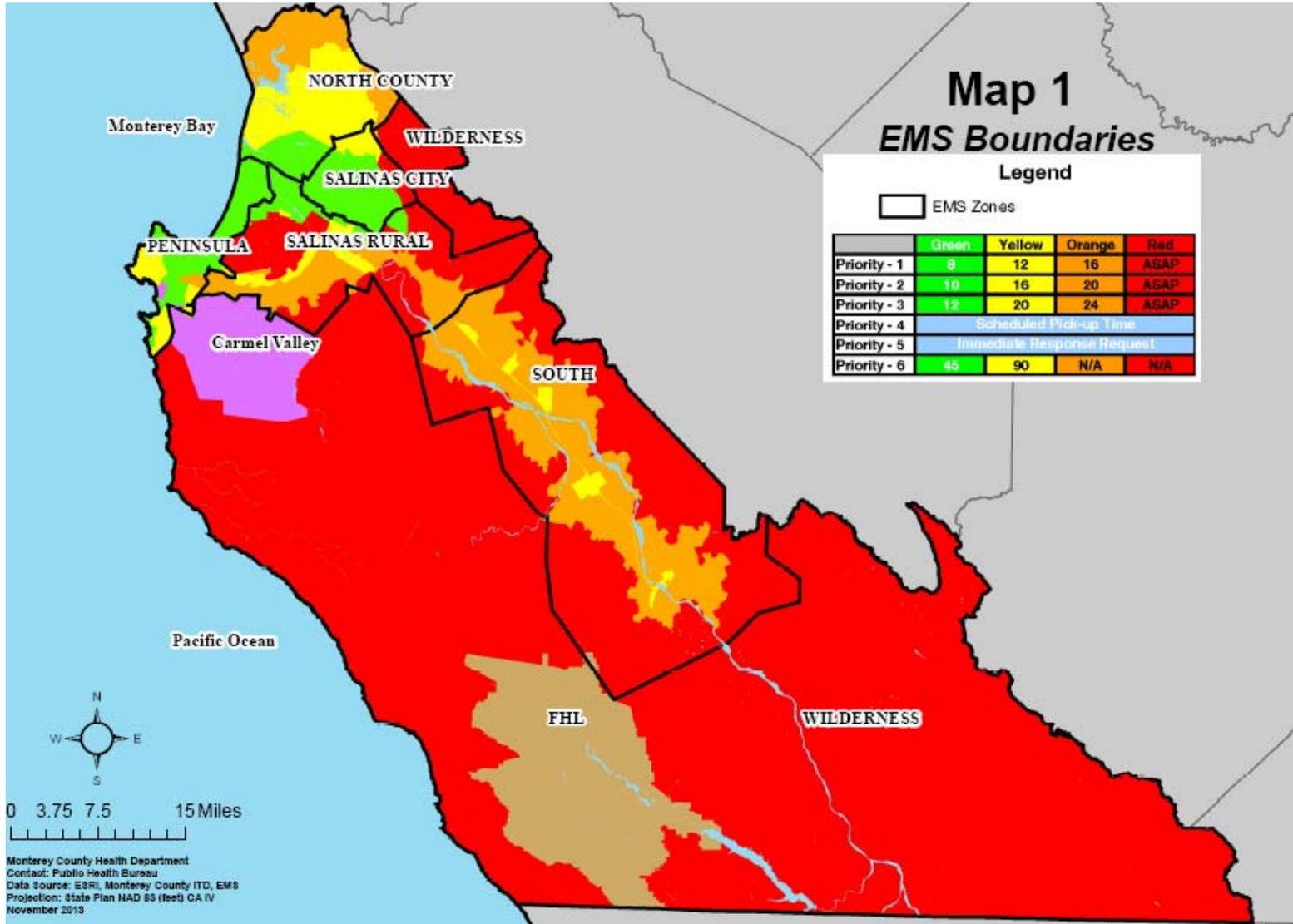


Exhibit D

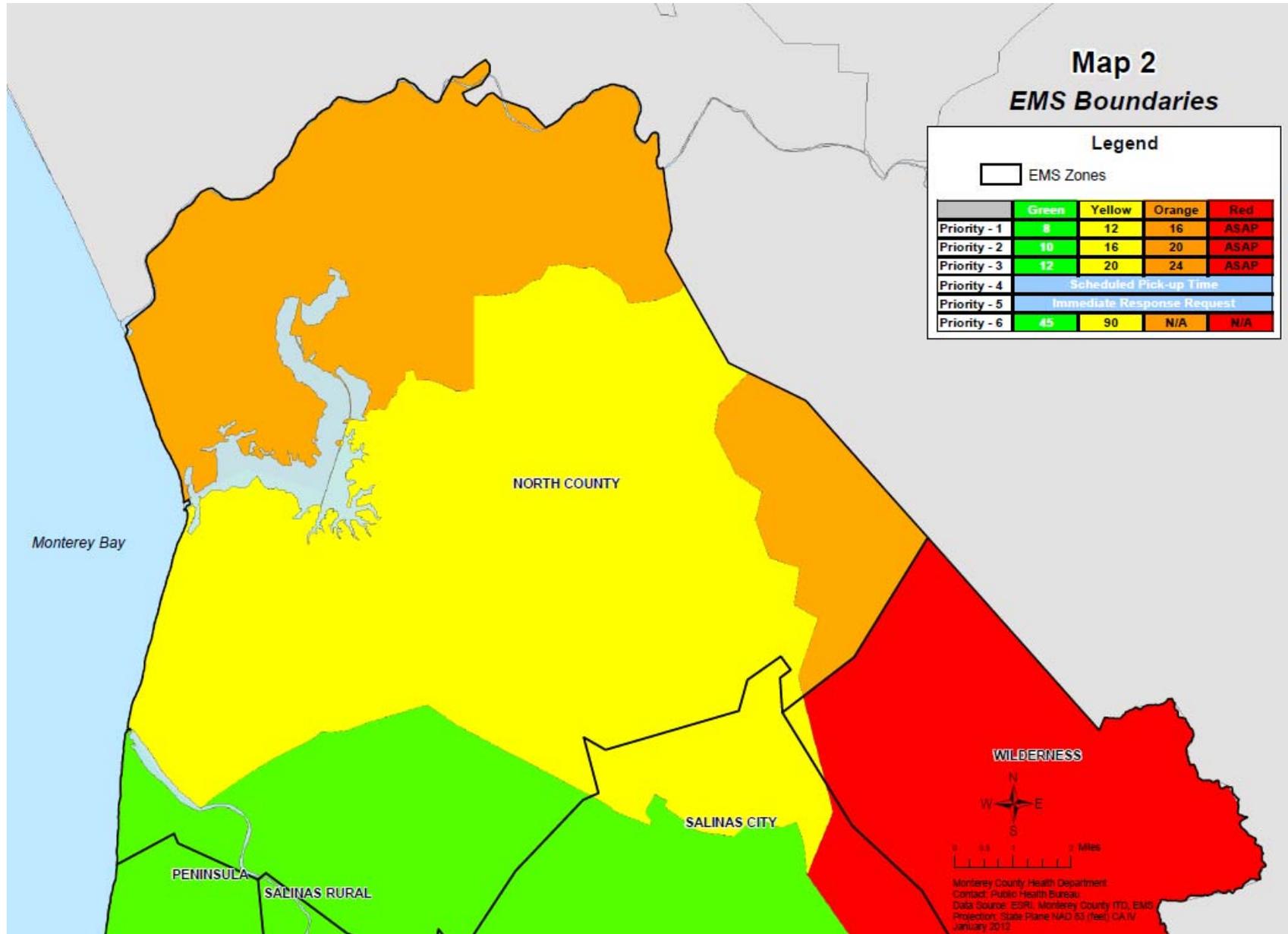


Exhibit D

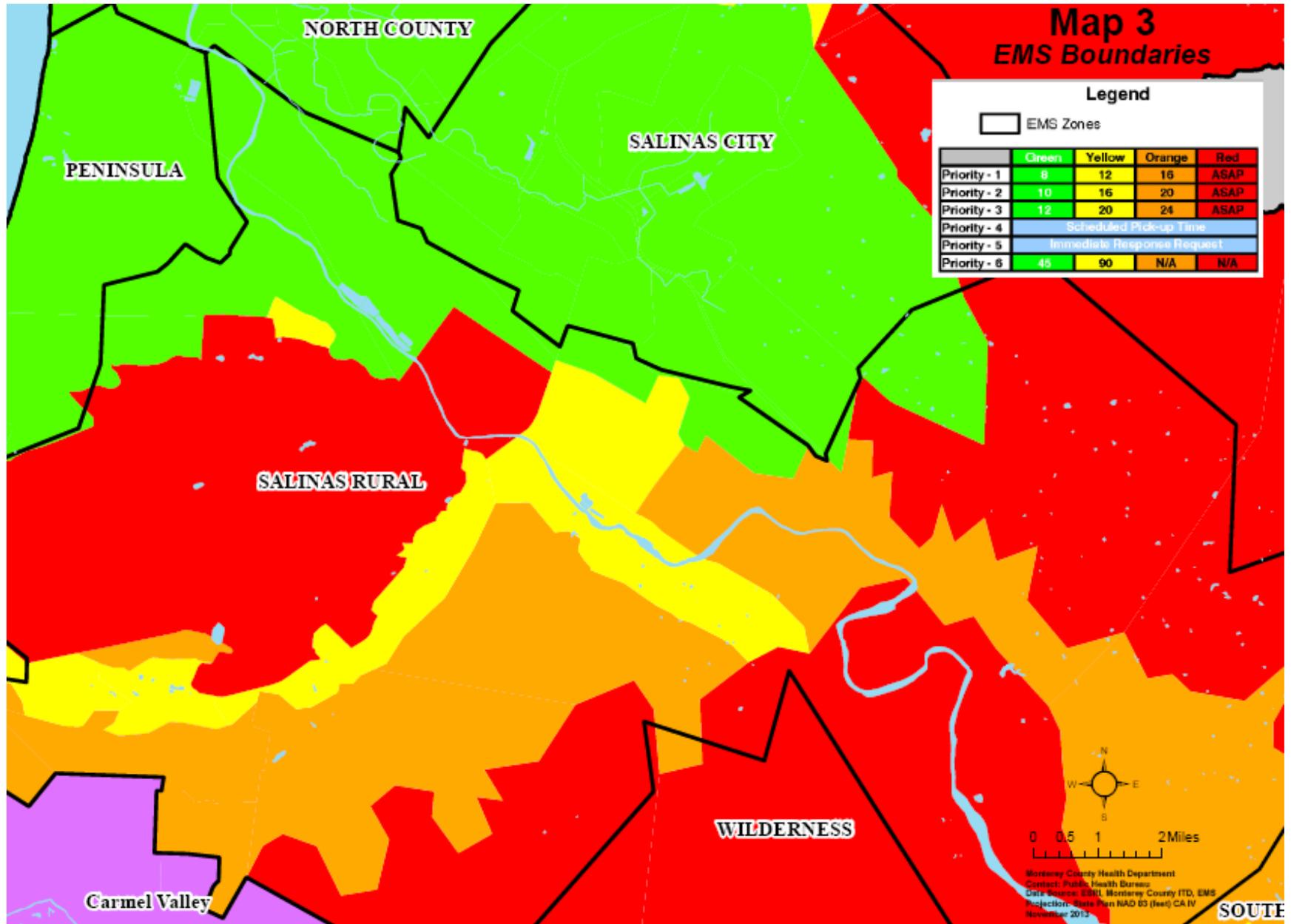


Exhibit D

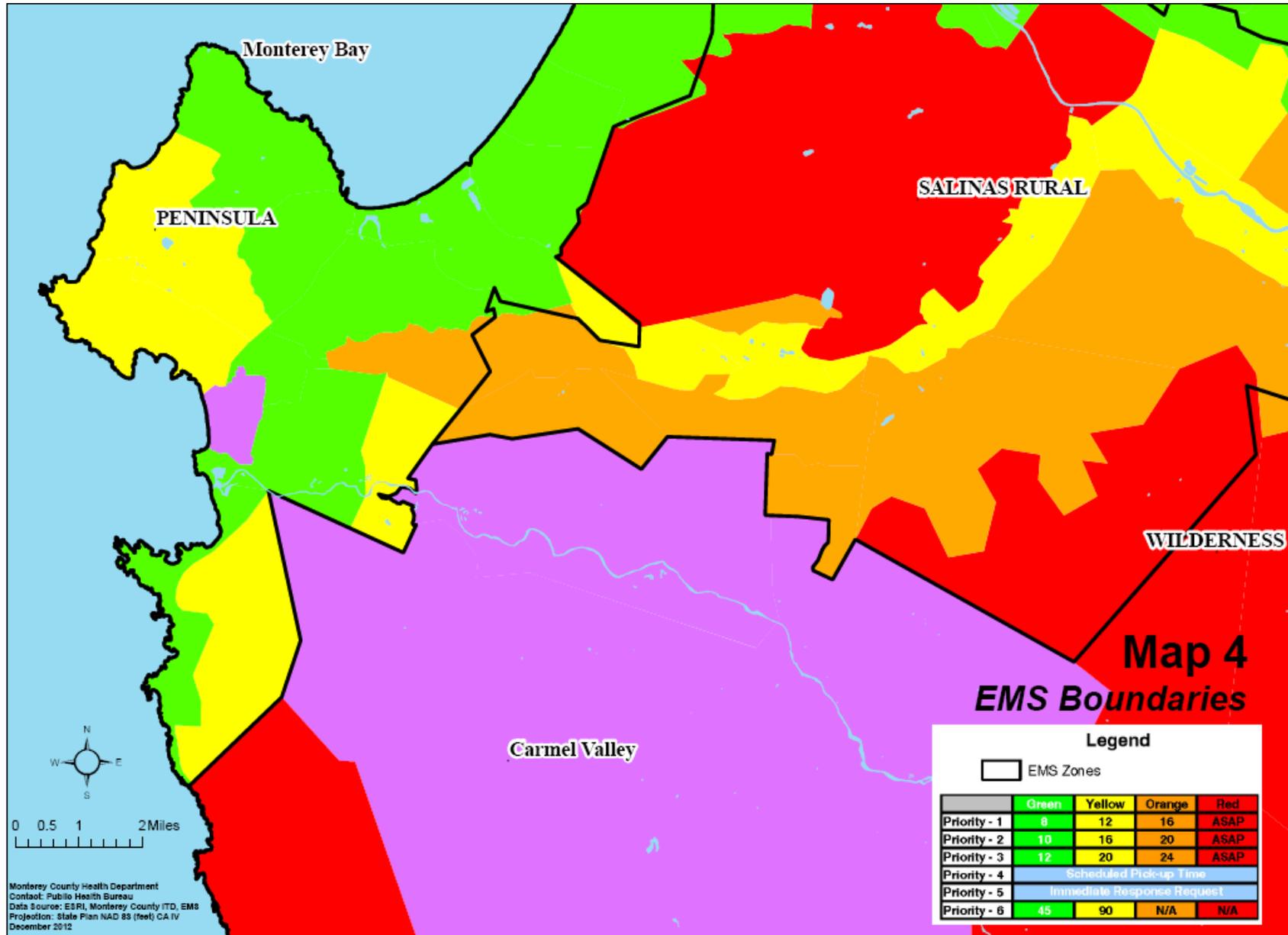


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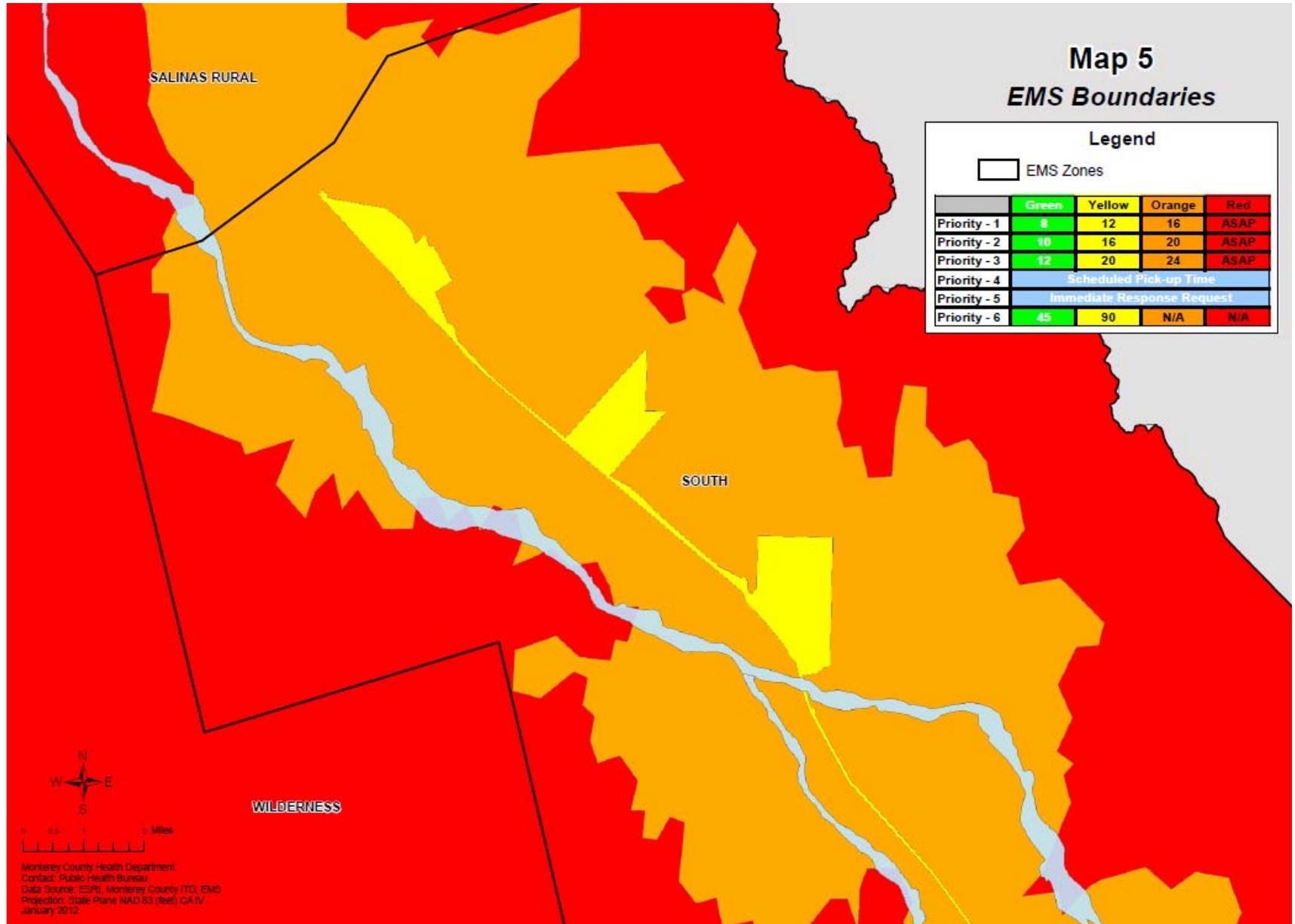


Exhibit D

