

EXHIBIT A

SCOPE OF WORK
&
PAYMENT PROVISIONS

Purpose: To set forth the types of administrative physician's services to be provided by Contractor under this Agreement, as well as the financial obligations of the County.

1. CONTRACTOR shall provide the following services:

- a. Serve as the Medical Director of the Monterey County EMS Agency, and perform the duties attendant thereto. Maintain the requisite qualifications as set forth in Health & Safety Code §§ 1797, *et seq.* (See §1797.202.)
- b. Provide technical medical expertise to and on behalf of the Monterey County EMS Agency, and ensure that the policies, decisions, and activities of the EMS Agency are medically sound.
- c. Attend and chair all meetings of the Monterey County Medical Advisory Committee and/or Subcommittee. Review and approve all minutes and agendas for such meetings. Whenever unable to attend meetings of the Committee and Subcommittee, arrange for replacement to chair the meeting, and ensure that an individual with appropriate medical expertise is present at such meetings.
- d. Represent the Monterey County EMS Agency at meetings, as needed or as requested.
- e. Monitor and change, as needed, the approved Quality Improvement (QI) program on an ongoing basis. Utilize objective data to:
 - a. Monitor the overall performance of all aspects of the local EMS system.
 - b. Initiate measures to improve clinical outcomes.
 - c. Evaluate system changes.
 - d. Ensure that intended results are achieved.
- f. On request develop performance indicator reports in conjunction with EMS Agency staff.
- g. Provide a monthly update to the EMS council on the activities of the QI program.
- h. Assist with the updating of the Monterey County Trauma Plan to include Trauma Center designation and State approval.
- i. Monitor the application of field treatment protocols and modify the protocols, as needed.
- j. Develop and maintain positive professional relationships with representatives of all local EMS system stakeholders. Cultivate effective working relationships with local EMS system field personnel.

- k.* Modify, as needed, the system and protocol for controlled substances utilized by organizations that provide Advanced Life Support (ALS) services within Monterey County including:
 - a.* Procedure for processing appropriate Drug Enforcement Agency forms.
 - b.* Oversight procedures for the distribution and inventory tracking of controlled substances.
 - c.* Review and sign Drug Enforcement Agency controlled substance forms for agencies that request such assistance and comply with established procedures.
- l.* Assist the EMS Director in the resolution of conflicts within the EMS system, whenever technical medical expertise is required or appropriate in the resolution of such conflicts.
- m.* Assume primary responsibility for the development of all local EMS Agency medical policies. All such policies and protocols shall be reviewed and approved by the EMS Director prior to distribution. The EMS Director shall consult the Medical Director prior to institution of any changes to medical procedures or protocols.
- n.* Participate in disciplinary hearings involving medical issues or the performance of EMS personnel in matters directly affecting patient care.
- o.* Assist the EMS Director in assuring that all medical aspects of the EMS Agency's programs comply with State and local laws and regulations.
- p.* When requested, prepare reports and drafts of materials requiring technical medical expertise, and submit to the EMS Director.
- q.* Provide other services related to the EMS system requiring technical medical expertise upon request.
- r.* Maintain an on-site presence within EMS Agency offices during normal business hours, or other locations within Monterey County to be determined by the EMS Director, for an average minimum of six (6) hours per week. Be available during the balance of the business week by telephone, or through e-mail for an additional average of two (2) hours per week.
- s.* Respond within 24 hours from the time communication is initiated to telephone calls or e-mails marked as urgent or 48 hours for non-urgent communications except during an approved absence when an alternate medical director is assigned.
- t.* As needed, represent Monterey County EMS at State and local meetings including, but not limited to:
 - a.* Board Meetings,
 - b.* Emergency Medical Director Association of California (EMDAC),
 - c.* State EMS Commission, and
 - d.* Community Meetings

2. PAYMENT PROVISIONS.

1. County shall pay Contractor a monthly amount of Five Thousand Eight-Hundred Sixty Seven (\$5,867) per month. This amount is calculated based on an hourly rate of one-hundred sixty (\$160) per hour for 440 hours of services rendered during the yearly contract term of this Agreement ($\$160 \times 440 = \$70,400 / 12 = \$5,867$). The total amount payable under this contract is Seventy Thousand Four Hundred (\$70,400) during the term of this Agreement. The EMS Director does reserve the right to increase the contract amount up a maximum billable obligation amount not to exceed Seventy-Four Thousand Four-Hundred Dollars (\$74,400).
2. All contract related expenditures including travel shall be the sole responsibility of the Contractor, unless otherwise authorized by the EMS Director.
3. The County shall reimburse Contractor an amount not to exceed Five Thousand Seven Hundred Dollars (\$5,700) for the purpose of securing and maintaining the necessary insurance coverage required under the terms of this Agreement. Such insurance shall cover only those medical and/or administrative services rendered by Contractor within the course and scope of his/her obligations under the terms and provisions of this agreement.
4. The County's total maximum obligation under this Agreement shall not exceed Eighty Thousand One Hundred Dollars (\$80,100) per Fiscal Year, for a total contract amount not to exceed \$240,300.00
5. To receive payment for services performed and reimbursable expenses incurred each month, Contractor shall submit an invoice to County in mutually agreeable format, by the tenth (10th) day of the following month. Contractor shall include with the invoice such information as may be required by the EMS Director to document the services performed and the expenses incurred. The EMS Director shall certify the amount of the claim, or such lesser amount, in conformity with the terms of this Agreement and any applicable County policies and procedures. If the EMS Director certifies a lesser amount, the EMS Director shall promptly notify Contractor in writing of the lesser amount certified and shall state the reason(s) for the certification of the lesser amount. The County Auditor-Controller shall pay the amount within thirty (30) days after receipt of the certified invoice.