

**COUNTY OF MONTEREY STANDARD AGREEMENT**  
**(MORE THAN \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Fitch & Associates, LLC ,  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

**1.0 GENERAL DESCRIPTION.**

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide** consulting services for EMS system assessment, strategic planning and redesign, development of RFP for 911 emergency ambulance services, and negotiation of ambulance service contract.

**2.0 PAYMENT PROVISIONS.**

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 243,362.00 .

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from June 6, 2017 to February 1, 2020 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

**Exhibit B** Confidentiality and Non-disclosure Agreement

## 5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 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.

## 9.0 INSURANCE REQUIREMENTS.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**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 \$1,000,000 per claim and \$2,000,000 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.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this 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 this 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 this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty 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 this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **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.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this 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 this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five 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 this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this 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 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 this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Michael Petrie, EMS Director	Joseph Fitch, Founding Partner & President
Name and Title 1441 Schilling Place Salinas, CA 93906	Name and Title 2901 Williamsburg Terrace #G Platte City, Missouri, 64079
Address	Address
P: 831-755-4964 F: 775-8029	P: 816-431-2600 F: 431-2653
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>  
By: \_\_\_\_\_

Date: \_\_\_\_\_  
County Counsel

Approved as to Fiscal Provisions<sup>2</sup>  
By: \_\_\_\_\_

Date: \_\_\_\_\_  
Auditor/Controller

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_

Date: \_\_\_\_\_  
Risk Management

**CONTRACTOR**

Fitch & Associates, LLC  
Fitch & Associates, LLC  
Contractor's Business Name\*

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

Joseph J Fitch, Partner  
Name and Title

Date: 5/8/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Anthony W Minge, Partner  
Name and Title

Date: May, 8th, 2017

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A TO STANDARD AGREEMENT  
BETWEEN  
COUNTY OF MONTEREY  
AND  
FITCH & ASSOCIATES, LLC**

**SCOPE OF WORK**

The SCOPE OF WORK includes but is not limited to the following:

This consulting project will be conducted by Fitch and Associates (CONTRACTOR) in three (3) phases. Throughout the consulting process, the EMS Agency and CONTRACTOR will balance stakeholders' questions, input, and recommendations with legal and public policy requirements to assure an objective and unbiased competitive selection process that does not provide incumbents or local stakeholders with an unfair or competitive advantage. To that end, CONTRACTOR will be expected to meet with EMS Agency staff, EMS stakeholders, municipal and county representatives, the California EMS Authority, and other agencies and organizations as appropriate to obtain input in the development of an EMS System Assessment Report, EMS System Strategic Plan, and RFP that will meet the following objectives:

- 1) Implement the Triple Aim within the Monterey County EMS System.
- 2) Transition to an EMS system that is cost-effective while providing appropriate levels of response, care, and transport.
- 3) Preserve a high-quality ambulance paramedic-based emergency medical response and transport system throughout Monterey County.
- 4) Maintain a county-wide EMS System – providing for consistency of service throughout all areas and jurisdictions of the county, allowing for differences in population density, but without regard to race, creed, gender or economic status.
- 5) Maintain, support, and value the current ambulance workforce.
- 6) Produce an EMS system that is sustainable for the planning horizon and beyond.
- 7) Assure that the EMS Agency has regulatory, clinical, financial, and contractual oversight over all components of the EMS System.

The consulting project consists of the following three specific phases:

**Phase 1: Comprehensive EMS System Assessment**

Phase 1 will include CONTRACTOR assessing and making recommendations on best practices for the Monterey County EMS System and its components, consistent with the processes and practices

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AND  
FITCH & ASSOCIATES, LLC**

**SCOPE OF WORK**

endorsed by the California EMS Authority. The assessment and recommendations will minimally address each of the following subject areas, identifying the current state and recommended future state of each subject:

- 1) Routing and screening of 911 and other medical calls, including use of caller interrogation and pre-arrival instructions.
- 2) Use of MPDS<sup>®</sup> for prioritized and tiered response and non-response.
- 3) Use of the EMS communications system, including dispatch and communications practices and configuration.
- 4) Clinically-based response times performance standards.
- 5) Base-hospital and online medical control.
- 6) Integration and use of ALS and BLS first responders.
- 7) Deployment model and locations for EOA ambulances, based on call volume patterns, field-hospital interface, including specialty service providers (trauma, stroke and STEMI centers).
- 8) Data and performance reporting requirements.
- 9) EMS provider staffing and shift patterns, schedules, and hour and staffing limitations, relative to fatigue, crew and patient safety, and skill development and retention.
- 10) Options to less expensively and more humanely transport of mental health patients and patients transported pursuant to Welfare and Institutions Code, Section 5150.
- 11) Assessing potential future community paramedic and mobile healthcare demands, including:
  - a. Efficacy and safety of on-scene treat and release.
  - b. Efficacy of alternate (non-Emergency Department) destinations.
  - c. Efficacy of non or conditional response of first responders and/or ambulance to low acuity medical calls.
- 12) Drivers of system changes, e.g. population increases due to municipal and county land use policy, demographic and economic shifts, and healthcare service alternatives and gaps, during the 2020 to 2030 planning horizon.

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AND  
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**SCOPE OF WORK**

In Phase 1, CONTRACTOR will also develop an EMS System Financing analysis, which will inform the RFP. Based on a review of financial information and relevant data from the County, current ambulance provider and other sources, CONTRACTOR will determine the financial viability and forecasted revenue of the County EMS system. The financial analysis must evaluate and quantify the following factors and provide an analysis on how these may affect the cost structure, revenue and financial viability of the Monterey County EMS System for the 2020 to 2030 planning horizon:

- a. Health care reform and related initiatives, including expansion of Medicaid and high deductible health plans.
- b. Ground Emergency Medical Transport (GEMT) and Rate Range Intergovernmental Transfer Supplemental Reimbursement (RRIGT or IGT).
- c. Value-based or “clinically justified” transport reimbursement models.
- d. Gross and net revenue from patient charges.
- e. Cash flow.
- f. Cost containment strategies.
- g. Recommended reasonable billing rates for the first five years of the planning horizon.

To accomplish these objectives, tasks, and activities, Fitch and Associates will:

PHASE 1 ACTIVITIES
<b><u>Task 1. Project Kick-off</u></b>
▪ Meet w/EMS program and County staff
▪ Finalize project work plan
▪ Identify key decision-makers
▪ Review previous plans, RFPs and supporting documents
<b><u>Task 2. Conduct System Assessment</u></b>
▪ Identify performance requirements & validation of performance
▪ Meet with key providers and decisions-makers

**EXHIBIT A TO STANDARD AGREEMENT  
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AND  
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**SCOPE OF WORK**

<ul style="list-style-type: none"> <li>▪ Summarize system benchmark results</li> </ul>
<b><u>Task 3. Define Expanded Stakeholder Input Opportunities</u></b>
<ul style="list-style-type: none"> <li>▪ Consider stakeholder electronic survey</li> </ul>
<ul style="list-style-type: none"> <li>▪ Town hall style meetings and other input opportunities</li> </ul>
<ul style="list-style-type: none"> <li>▪ Attend policy/advisory meetings</li> </ul>
<b><u>Task 4. Summarize Trends, System Issues &amp; Recommendations</u></b>
<ul style="list-style-type: none"> <li>▪ Develop demographic growth models</li> </ul>
<ul style="list-style-type: none"> <li>▪ Mobile integrated health considerations</li> </ul>
<ul style="list-style-type: none"> <li>▪ Define performance requirements</li> </ul>
<ul style="list-style-type: none"> <li>▪ Synthesize inputs and complete analysis</li> </ul>
<ul style="list-style-type: none"> <li>▪ Prepare draft situation report</li> </ul>
<b><u>Task 5. Review Available Financial Information and Data</u></b>
<ul style="list-style-type: none"> <li>▪ Meet with County and provider officials to determine current cost structure</li> </ul>
<ul style="list-style-type: none"> <li>▪ Identify current revenue sources assumptions and funding levels</li> </ul>
<ul style="list-style-type: none"> <li>▪ Review likely impacts of anticipated changes (e.g. high deductibles, GEMT, IGT, Value based reimbursement scenarios)</li> </ul>
<b><u>Task 6. Develop Future Financial Viability Model</u></b>
<ul style="list-style-type: none"> <li>▪ Assimilating the information from task 5 and demographic models from task 5 prepare outlook forecast for planning horizon</li> </ul>
<ul style="list-style-type: none"> <li>▪ Develop gross/net revenue expectations and cash flow models</li> </ul>
<ul style="list-style-type: none"> <li>▪ Develop funding mechanisms including billing rates for initial term of agreement</li> </ul>
<b><u>Task 7. Report Findings</u></b>
<ul style="list-style-type: none"> <li>▪ Prepare situation reports as required on an on-going basis</li> </ul>
<ul style="list-style-type: none"> <li>▪ Completion of Site Work for Assessment</li> </ul>
<ul style="list-style-type: none"> <li>▪ Draft Report to Agency</li> </ul>
<ul style="list-style-type: none"> <li>▪ Work with Agency to prepare and present report</li> </ul>

**Task 1. Project Kick Off** - Meetings with the County and Program Staff will be conducted to:

- a. Meet with the and EMS Agency and County officials
- b. Finalize the work plan
- c. Identify key individuals or groups for involvement in process

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**SCOPE OF WORK**

- Task 2. Conduct System Review** – Our industry specific framework incorporates six major areas of inquiry including clinical care, operational performance analysis, fiscal analysis, regulatory/legal environment examination, community issues, and system structure issues. It includes quantitative and qualitative research to validate performance across 50 benchmarks. This core assessment process is the basis of determining what elements of the system plan are working well and should be retained and what elements could benefit from modification. Each of the 12 specific items of interest identified by the County will be addressed. There were 19 specific components to be addressed in the first phase of the project broadly categorized in two larger groupings of (A) System Assessment and (B) Financial Analysis. Each of the County’s identified components will be addressed in the Fitch assessment process.
- Task 3. Define Expanded Stakeholder Input Opportunities.** Based upon the preliminary work of the EMS program the firm will develop strategies to obtain input from stakeholders across the system. A variety of formats can be utilized including surveys, facilitated town hall meetings and other system meetings. We will work collaboratively with Program staff to determine the optimal mix of stakeholder input activities.
- Task 4. Summarize Trends, Issues and Recommendations.** For EMS to incorporate new opportunities to reduce unnecessary responses, transport patients directly to more appropriate services, and expand to alternative health-care delivery services, system components functions must be sophisticated, reliable, and may be required to accommodate new levels of activities. External trends and potential system impacts will be identified. Key inputs will be summarized and analyzed into a situation report.
- Task 5. Review Available Financial information, Data and Trends.** This task involves working closely with County staff to review all available financial data and mitigate any informational deficits to be able to develop current cost structure, assumptions and impacts of likely funding changes.
- Task 6. Develop Future Financial Viability Model.** Using both financial and demographic information to develop an outlook forecast for the planning horizon that includes identification of required patient revenue and other funding mechanisms for the initial five-year term. Each of the seven specific requested scope items will be addressed.
- Task 7. Report Findings.** Using both situational reports and bi-weekly conference calls keep the agency informed of progress and present summary report by the end of September, 2017.

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CONTRACTOR will produce the following Phase 1 Deliverables/Reports:

- 1) Coordinate, host, and aggregate information from no less than five public hearings and personal interviews with all stakeholder organizations to gather public, elected official, and stakeholder comment and recommendations.
- 2) Write and submit to the EMS Agency, a draft report and final report describing evaluation of the current and future state of the EMS System, future planning environment, alternative courses of action and recommended course of action, for items identified in Phase 1, numbers 1 through 9.
- 3) Write and submit to the EMS Agency, a draft report and final EMS System Financial report. This document may be confidential until conclusion of the RFP process.

**Phase 2: EMS System Strategic Plan**

Phase 2 will include conducting an EMS System Strategic Planning Process and drafting an EMS System Strategic Plan. This document, developed collaboratively with EMS System stakeholders and other interested parties through a series of public meetings, will provide an agnostic (non-organization specific) roadmap to guide the future development of the EMS System during the 2020 to 2030 planning horizon.

To accomplish these objectives, tasks, and activities, Fitch and Associates will:

PHASE 2 ACTIVITIES
<b><u>Task 1. Secondary Research</u></b>
▪ Meetings w/EMS medical director
▪ Meetings w/public health & agency staff
▪ Follow up quantitative research
▪ Additional research to mitigate obstacles for successful system development
▪ Additional research to mitigate obstacles for successful RFP process
<b><u>Task 2. Engage Stakeholders for Strategic Planning Process</u></b>
▪ Develop input algorithms and consistent meeting formats
▪ Conduct town hall style meetings and other input opportunities



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▪ Attend policy/advisory meetings	
▪ Develop strategy and mitigation scenarios based on anticipated events	
▪ Develop organizationally agnostic “roadmap” for future system development	
<b>Task 3. Present Strategic Plan</b>	
▪ Prepare summary draft report on strategic planning process	
▪ Based upon county/agency input revise draft to mitigate concerns	
▪ Final plan language review and county approval	<b>January 20, 2018</b>

**Task 1. Secondary Research.** There are hundreds of questions to be asked and answered in this phase. Some of these are policy related while others are operational and clinical. This task anticipates a series of meetings with key decision makers to ensure alignment of goals.

**Task 2. Engage Stakeholders.** This phase involves a series of geographically diverse meetings held throughout the county to listen and guide system participant understanding of what actions are required to have a clinically sophisticated and sustainable system over time.

**Task 3. Report Findings** Using both situational reports and bi-weekly conference calls to keep the agency informed of progress and present summary report by the end of January, 2018.

CONTRACTOR will produce the following Phase 2 Deliverables/Reports:

- 1) Coordinate, host, and aggregate information from no less than five EMS System strategic planning sessions.
- 2) Write and submit to the EMS Agency, draft and final EMS System Strategic Plans.

**Phase 3: Developing, Releasing, Awarding, and Negotiating the RFP**

Phase 3 will include providing technical support to the County to design and conduct a competitive selection process, to review proposals, and to make a recommendation to the Monterey County Board of Supervisors that is consistent with State law requirements for competitive ambulance service procurement. Phase 3 will also include providing assistance to the EMS Agency in negotiating the ambulance service contract(s) to implement the RFP.

For Phase 3, CONTRACTOR will develop standards for a 9-1-1 Paramedic Ambulance Provider RFP, based in part upon the EMS System Assessment, the EMS System Financing analysis, and the EMS System

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Strategic Plan. The RFP created by CONTRACTOR must meet the standards of the County of Monterey, the Monterey County EMS Agency and the California EMS Authority. The RFP must incorporate the following:

- 1) Recommend appropriate ambulance and other EMS charge levels.
- 2) 911 and emergency call routing and use of the MPDS-based triaged response system to optimize first responder and/or ambulance responses.
- 3) Clinically-justified response time standards for metro/urban vs. suburban/rural vs. wilderness areas, based on MPDS® categories (Alpha through Echo).
- 4) Options for EMS system ambulance deployment, based on historical call type, call location, and call time. Deployment models should minimize unnecessary postings, and reduce crew fatigue.
- 5) Options for appropriate and inappropriate sanction/incentive structures to compel and encourage compliance with contractual standards, without causing untoward financial distress.
- 6) Options to assure operational, clinical, and financial transparency.
- 7) Options to maximize the potential benefit of Community Paramedic programs, if approved in California.
- 8) Options to assure outstanding clinical performance and clinical quality improvement programs.
- 9) Options for transparent and meaningful clinical, operational, and financial performance reporting and data management.

To accomplish these objectives, tasks, and activities, Fitch and Associates will:

PHASE 3 ACTIVITIES
<b>Task 1. Develop Draft RFP</b>
<ul style="list-style-type: none"> <li>▪ Outline RFP consistent w/findings of Phase1 &amp; 2 and EMS Agency recommendations</li> <li>▪ Meet with legal and purchasing representatives to review RFP outline, receive input and resolve outstanding concerns</li> </ul>

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<ul style="list-style-type: none"> <li>▪ Meet with key decisions-makers to review RFP language</li> </ul>
<b><u>Task 2. Revise RFP Language</u></b>
<ul style="list-style-type: none"> <li>▪ Based upon county input revise draft to mitigate concerns</li> <li>▪ Final RFP language review and approval</li> </ul>
<b><u>Task 3. Develop Process and Timeline for Procurement</u></b>
<ul style="list-style-type: none"> <li>▪ Outline key process features including evaluation methodology</li> <li>▪ Develop component timelines</li> <li>▪ Final agency &amp; county approval of procurement documents/timeframes —</li> </ul>
<b><u>Task 4. Develop Pre-Proposal Process</u></b>
<ul style="list-style-type: none"> <li>▪ Meetings w/purchasing &amp; county staff to organize activities and determine coordination</li> <li>▪ Develop agenda &amp; timeline for pre-conference</li> <li>▪ Conduct conference</li> <li>▪ Prepare summary of questions/answers and any additional research required to answer questions</li> </ul>
<b><u>Task 5. Assist County Answering Follow-up Questions</u></b>
<ul style="list-style-type: none"> <li>▪ Post conference follow-up meeting w/purchasing &amp; county staff re: coordination of communications from/to proposers</li> <li>▪ Draft responses to questions to be approved by county</li> <li>▪ Develop mechanism to fully document all communications and develop addenda with questions, answers &amp; changes to specifications as required</li> </ul>
<b><u>Task 6. Recruit Panel of EMS System Experts</u></b>
<ul style="list-style-type: none"> <li>▪ Develop criteria for inclusion</li> <li>▪ Prepare a list of potential candidates</li> <li>▪ Pre-screen conflicts with potential candidates</li> <li>▪ Consult with agency/county and develop approved list of panelists</li> <li>▪ Prepare conflict of interest statements and affidavits</li> </ul>
<b><u>Task 7. Develop Panel Processes, Work Plan &amp; Conduct Process</u></b>
<ul style="list-style-type: none"> <li>▪ Draft process to ensure integrity of process</li> <li>▪ Develop scoring methodology &amp; process</li> <li>▪ Provide orientation/training for evaluators</li> <li>▪ Document activities of expert panel</li> </ul>
<b><u>Task 8. Provide Additional Technical Assistance as Required</u></b>

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▪ Provide staff support as requested
▪ Prepare summary for BOS
<b><u>Task 9. Support Contract Negotiations</u></b>
▪ Work with agency county officials to review draft agreement
▪ Review any points of contention between parties as requested
▪ Assist county in resolution of any outstanding issues
<b><u>Task 10. Provide assistance presenting contract as requested</u></b>
▪ Develop key message points for presentations
▪ Support actual presentations as required <span style="float: right;"><b>February 19, 2019</b></span>

**Task 1. Develop Draft RFP.** The comprehensive system specifications document is a key deliverable for the project. It embodies the clinical, operational, administrative oversight, and financial protection provisions for the community, which are, in essence, the detailed Agreement that the County will enter into with its provider. Typically, this document is 75-100 pages, single-spaced, depending on the community's specific situation. There are usually 10-15 detailed attachments provided to assist potential bidders in conducting the research necessary to present a tightly defined cost proposal. This task involves the consultant preparing draft RFP documents, assisting the county preparing supporting attachments and outlining the rationale for specific language.

**Task 2. Revise RFP Language.** The development of a final document is an iterative process. This task anticipates several review and revision sessions between the consultant team and key county staff to dialogue about specific language, features and requirements of the RFP, avoid unintended consequences and becomes an iterative process where knowledge transfer occurs.

**Task 3. Develop Process and Timeline for Procurement.** During this phase process features and specific timeframes are developed and validated. The end point of this phase is the final approval of the RFP documents and supporting attachments.

**Task 4. Develop Pre-Proposal Process.** Despite our collective best efforts there will be components of the RFP or the process that will need clarification or amplification. The pre-proposal process offers potential proposers the opportunity to have their questions answered in a professional manner. Tasks leading up to the Pre-proposal conference involve coordination with purchasing to determine how information can flow within the administrative procedures used by the County.

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- Task 5. Assist County Answering Follow-up Questions.** Clear concise and timely answers are required to facilitate responses to the RFP. Appropriate documentation is required to avoid litigation. Questions and answers from the conference are typically disseminated to attendees and other organizations that have expressed interest in submitting proposals and are often posted on the County's web site to facilitate transparency of the process.
- Task 6. Recruit Panel.** Panel members must have clear expertise and be objective. This task involves developing potential candidates, vetting panel members and working with the County to develop a balanced multi-disciplined group that will have the confidence of elected officials when that body reviews the final recommendations.
- Task 7. Develop Panel Processes & Work Plan.** The process used by the panel must clearly demonstrate the objectivity of the process. Scoring tools are developed. Panel members are trained to ensure questions asked are fair and yield information required to score each section. The panels' activities must be appropriately documented to ensure that its evaluation can withstand a protest or legal challenge.
- Task 8. Technical Assistance.** The panel may require technical assistance or a clarification during its deliberations. This task also involves the documentation contemplated to facilitate and support a final recommendation.
- Task 9. Contract Negotiations.** This involves the provision of technical assistance to the County with the negotiation of the ambulance service contract. While most of the definition of the agreement will occur during the drafting of the RFP and furthermore be defined by the proposal submitted by the selected ambulance service provider, details will need to be finalized and negotiated for inclusion in the final agreement. This will include a provision-by-provision review of the agreement to ensure that each party fully understands and agrees to the provisions. A review of the RFP and proposal will also occur to resolve any conflicts between the final agreement, RFP and proposal.
- Task 10. Presentations.** This task involves assistance preparing and providing presentations for key decision makers.

CONTRACTOR will produce the following Phase 3 Deliverables/Reports:

Assist EMS Agency, County Counsel's Office, and County Purchasing to develop the 911 paramedic emergency ambulance RFP.

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- 1) Prepare and distribute updates as directed.
- 2) Produce the final RFP
- 3) Host and conduct the bidders' conference.
- 4) Assist with the financial review, technical review and evaluation of responses to RFP
- 5) Assist with the contract negotiation process

**SCHEDULE/TIMELINE**

CONTRACTOR will schedule and sequence work to adhere to the following schedule; however, the EMS Agency may authorize changes to this schedule to meet RFP, planning, development or other constraints:

<b>Phase 1</b>	<b>Preliminary Completion Dates</b>
Conduct System Assessment	July 31, 2017
Discuss and Review System Assessment	August 31, 2017
Phase 1 Complete	September 29, 2017
<b>Phase 2</b>	
SWOT Analysis	November 15, 2017
Mission, Vision, Values, and Goals Developed	December 15, 2017
Draft Strategic Plan Due	January 5, 2018
Finalize and Publish EMS System Strategic Plan	January 31, 2018
<b>Phase 3</b>	
RFP Writing Starts	February 1, 2018
Draft RFP Created	April 30, 2018
RFP Released	June 4, 2018
RFP Closes	August 27, 2018
Final Recommendation to BOS	November 15, 2018
Submission of Final Contract to Board of Supervisors	February 19, 2019
Service Start Date	February 1, 2020

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**PAYMENT PROVISIONS**

The County shall pay an amount not to exceed \$243,362.00 for the performance of all things necessary for or incidental to the performance of the services to be provided under this Agreement.

CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

No payments in advance or in anticipation of services or supplies will be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after completion of the phase.

Upon request from County for additional consulting services/technical assistance beyond the base Professional Services under this Agreement (Phases 1, 2, and 3), CONTRACTOR shall provide a project task which will identify the cost, projected timeline, and responsibilities for completing the required tasks to successfully complete the project for the EMS Agency Director's approval.

Fees for professional services are contained below.

<b>Fees for Professional Services</b>				
Projected Consultant Project Days		<b>67</b>	Consultant Day Rate	<b>\$2,600</b>
<b>Phase 1</b>	Consultant Project Days	Professional Fees	Expenses	Phase I Total
	<b>40.5</b>	<b>\$105,300</b>	<b>\$11,583</b>	<b>\$116,883</b>
<b>Phase 2</b>	Consultant Project Days	Professional Fees	Expenses	Phase II Total
	<b>10</b>	<b>\$26,000</b>	<b>\$2,800</b>	<b>\$28,860</b>
<b>Phase 3</b>	Consultant Project Days	Professional Fees	Expenses	Phase III Total
	<b>16.5</b>	<b>\$42,900</b>	<b>\$4,719</b>	<b>\$47,619</b>
Additional Consulting Services/Technical Assistance				<b>\$50,000</b>
<b>Total</b>	<b>67</b>	<b>\$174,200</b>	<b>\$19,162</b>	<b>\$243,362</b>

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**CONTRACTOR BILLING PROCEDURES**

For base professional services, CONTRACTOR shall submit invoices as follows:

1. At the completion of Phase 1
2. At the completion of Phase 2
3. At the completion of tasks 1, 2, and 3 for 1/3 of the total cost of Phase 3
4. At the completion of tasks 4, 5, 6, 7 and 8 for 1/3 of the total cost of Phase 3
5. At the completion of tasks 9 and 10 for 1/3 of the total cost of Phase 3
6. At the completion of the project for additional consulting/technical assistance projects approved by EMS Agency Director.

Payment shall be based upon completion of each phase, set of tasks, or additional project as outlined above to the County's satisfaction.

For approved projects beyond the base professional services (phases 1, 2, and 3), if the project requires CONTRACTOR to travel, County shall provide reimbursement to CONTRACTOR for pre-authorized coach air, mileage for the use of personal vehicle not to exceed the IRS Standard Mileage Rates found at <https://www.irs.gov/tax-professionals/standard-mileage-rates/> and/or reasonable vehicle rental and lodging. Maximum full day meal and incidental expenses rate shall be equal to the maximum federal per diem meal and incidental expenses (M&IE) rate established by the General Services Administration (GSA) found at [www.gsa.gov](http://www.gsa.gov). Said maximums include taxes and gratuities.

CONTRACTOR shall submit original receipts and/or invoices to the County within 30 days of completing the project, including costs for pre-authorized travel-related expenses. Failure to submit original receipts and/or invoices to the County within 30 days of completing the project may result in delay of timely reimbursement. CONTRACTOR's failure to obtain prior written authorization by County to incur travel-related expenses may result in County refusal to reimburse CONTRACTOR.

CONTRACTOR shall submit invoices to:

County of Monterey  
Emergency Medical Services Agency  
Attn: EMS Agency Director  
1441 Schilling Place, Salinas, Ca 93901



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**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement by and between Fitch & Associates, LLC (hereinafter "CONTRACTOR") and Monterey County (hereinafter "County") (hereafter collectively referred to as "the parties"). Said parties acknowledge that County's principal place of business is located at 1270 Natividad Road, Salinas, California, County of Monterey.

**RECITALS**

WHEREAS, CONTRACTOR and County intended to enter into discussions and/or to perform services and functions for the purposes of doing business or possibly doing business with each other relating to services related to the provision of consulting services to conduct EMS System assessment, strategic planning, redesign and RFP development for 911 emergency ambulance services in Monterey County (hereinafter the "Transaction"); and

WHEREAS, County may disclose CONTRACTOR certain business and technical information (whether oral, in writing, in machine readable or other tangible form) concerning County's interest and activities which County deems proprietary, including but not limited to, financial information, trade secrets, know-how, product formulae, processing procedures and equipment, standards and specifications, product samples, product development plans, proposed products and services, business plans, customer lists, prices, market and sales information and plans, and any non-public information which concerns the business and operations of a party to this Agreement (hereinafter "Confidential Information"); and

**TERMS**

NOW, THEREFORE, in order to induce County to disclose such Confidential Information to CONTRACTOR, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

**1. Confidentiality of Information**

CONTRACTOR agrees to receive Confidential Information in absolute confidence. CONTRACTOR agrees that it will not distribute, disclose or disseminate any Confidential Information of County in any way to anyone, except only to its employees and contractors who need to know the Confidential Information and to its financial, legal or other advisors who are advising such party regarding the Transaction or as required by law. CONTRACTOR agrees that its disclosure of Confidential Information to its employees, contractors and/or advisors who have such a need to know shall be limited to such Confidential Information as necessary for said employee, contractor and/or advisor to perform his/her function. Further, CONTRACTOR shall notify said employee, contractor and/or advisor of the terms of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT. CONTRACTOR hereto understands and agrees that the terms of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT are applicable to any and all employees, contractors and/or advisors.

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**2. Permitted Uses**

CONTRACTOR agrees that it will only use the County's Confidential Information for the purposes of analyzing, negotiating, and/or providing services or functions concerning the Transaction.

**3. Standard of Care**

CONTRACTOR agrees that it will treat the Confidential Information of County in the same manner it treats its own Confidential Information that it is not legally required to disclose to the public. Further, CONTRACTOR agrees to exercise a reasonable degree of care and due diligence to protect the Confidential Information of County.

**4. Inapplicability of Restrictions**

There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information which:

- (a) is known to the receiving party or any affiliated company of the receiving party at the time of its disclosure to the receiving party;
- (b) is or becomes publicly known through no wrongful act of the receiving party or of any affiliated company of the receiving party;
- (c) is received from a third party without breach of the restrictions contained in this Agreement;
- (d) is independently developed by the receiving party or any affiliated company of the receiving party's right;
- (e) is furnished to any third party by the disclosing party without a similar restriction on the receiving party's rights;
- (f) is approved for release by the disclosing party; or
- (g) is required to be disclosed by the California Public Records Act, or other law, court order or governmental agency with subject-matter jurisdiction over the release of such Confidential Information.

**5. Ownership**

All Confidential Information delivered by County to CONTRACTOR pursuant to this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall be and remain the property of County. All such Confidential Information, and any copies thereof, shall be promptly returned to County upon written request, or, at disclosing party's option and instructions, destroyed. Additionally, upon written request by County, CONTRACTOR shall certify in writing to County that, to the best of CONTRACTOR's knowledge, all originals and copies of any Confidential Information that was used or possessed by receiving party has been returned to a designated officer of County.

**6. Term**

The restrictions and obligations contained herein shall continue in perpetuity from the effective date of the Agreement CONTRACTOR and County.

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**7. Enforcement**

The parties agree that money damages would not be a sufficient remedy for any breach of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT and that County shall be entitled to seek injunctive relief or remedy to prevent any breach or threatened breach of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT. Such remedy shall not be the exclusive remedy for any breach of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, but shall be in addition to all other rights and remedies available at law or in equity.

**8. Miscellaneous**

(a) This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall be binding upon CONTRACTOR, its successors, and assigns. CONTRACTOR may not assign this CONFIDENTIALITY AND NON-DISCLOSURE or any Confidential Information received from County pursuant to this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT without County's prior written consent.

(b) Nothing contained in this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the receiving party.

(c) This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall be governed by, and interpreted in accordance with, the laws of the State of California and any and all local rules and regulations of the County of Monterey and of the Superior Court of the State of California, County of Monterey.

(d) The furnishing of Confidential Information hereunder shall not obligate either party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other party.

(e) This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT constitutes the entire agreement and understanding of the parties with respect to the subject matter of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT. Any amendment or modification of this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT shall be in writing and executed by duly authorized representatives of the parties.