

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and San Luis Ambulance Service, Inc., (hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows: Provide Advanced Life Support (ALS) and Basic Life Support (BLS) responses to all requests in the exclusive operating zone entitled South Valley Zone as defined in Exhibit A under Primary Coverage Area.

2. **PAYMENTS BY COUNTY.** 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 \$40,000.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from Janaury 01, 2009 to December 31, 2009, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** 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 **Data Collection and Reporting Requirements**

5. **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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. 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.

8. INDEMNIFICATION. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9. INSURANCE.

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.

☐ Exemption/Modification (Justification attached; subject to 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 \$500,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

9.04. Other Insurance 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. 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. **NON-DISCRIMINATION.** 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **INDEPENDENT CONTRACTOR.** 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. **NOTICES.** 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:

FOR COUNTY:	FOR CONTRACTOR:
Tom Lynch, Emergency Medical Services Director	Betsey Kelton Controller
Name and Title	Name and Title
19065 Portola Drive, Suite I Salinas, Ca 93908	P O Box 954 San Luis Obispo, Ca 93406
Address	Address
831-755-5013 ext 27	
Phone	Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: 7/03/09

Approved as to Form

By: _____
County Counsel

Date: 7/7/09

Approved as to Fiscal Provisions¹

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions²

By: _____
Risk Management

Date: _____

CONTRACTOR

Contractor's Business Name*

By: _____

Betsy Irwin Kelton
(Signature of Chair, President, or
Vice-President)*

Betsy Irwin Kelton, V.P.
Name and Title

Date: _____

5/11/09

By: _____

(Signature of Secretary, Asst. Secretary, CFO, or
Asst. Treasurer)*

Name and Title

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.

¹Approval by Auditor/Controller is necessary only if changes are made in paragraph 6 or if changes are made in paragraph 2 by amendment.

²Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT A

DEFINITIONS

SCOPE OF WORK & PAYMENT PROVISIONS

Purpose: To set forth the definition of Ambulance provider services to be provided by Contractor under this Agreement, as well as the financial obligations of the County.

1. Definitions:

- a)* "Advanced life support" (ALS) means special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of that hospital.
- b)* "Basic life support"(BLS) means emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.
- c)* "Certificate" means a specific document issued to an individual denoting competence in the name area of pre-hospital service.
- d)* "Dry run" means a call responded to by Contractor which is canceled while Contractor is enroute, or a call responded to by Contractor which results in the refusal or failure of the patient to use the ambulance service.
- e)* "Emergency" means 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 emergency medical personnel or a public safety agency.
- f)* "Emergency Ambulance patient" means all persons, who, by reason of accident, misfortune, injury, illness, or mental disorder, require the services of an ambulance for transportation to the emergency room of an acute care hospital.
- g)* "Emergency Medical Technician –1" or "EMT-1" means an individual trained in all facets of basic life support according to standards and who has a valid certificate.
- h)* "Emergency Medical Technician-Paramedic" or "EMT-P" or "paramedic" means an individual who is a mobile intensive care paramedic and whose scope of practice to provide advanced life support is according to standards, and who has a valid certificate.

- i) "Local EMS agency" means the designated agency, department, or office having primary responsibility for administration of emergency medical services in a county.
- j) "Response time" means the actual elapsed time between receipt of notification from the Communication Center that a response unit is needed at a location and the arrival of the response unit at that location.

2. Scope of Services

Primary Coverage Area:

Contractor is hereby assigned and does hereby accept responsibility for responding to all requests in the boundaries defined as follows:

One mile north of Alvarado Road as it crosses Highway 101 east to the County line, going west to Jolon Road, connecting to New Pleyto, crossing Lake San Antonio at midpoint, connecting to the border of Fort Hunter Liggett, and turning south extending to the County line, including Parkfield.

All of Bryson Hesperia Road.

The Monterey County ambulance provider is responsible for covering the area West of New Pleyto Road

Mutual Aid:

Contractor may respond to mutual aid requests by Monterey County Communications in the event of a multiple casualty incident beyond the primary coverage area when the Contractor has resources available.

Procedure:

Requests for responses must be received from Monterey County Communications. All requests from any other source other than Monterey County Communications must be confirmed with Monterey County Communications; to avoid duplicate responses, to assure that appropriate Monterey County resources are requested and dispatched, and incident documentation occurs. Calls not received from Monterey County Communications must have sufficient documentation, e.g. Sheriff's Department Dispatch Logs in order to be invoiced to the County of Monterey.

Emergency Performance Standards:

The Contractor shall provide clinical performance and patient destination consistent with approved medical standards and protocol as established by State of California regulations, San Luis Obispo County EMS Agency policies and procedures and San Luis Obispo County Base Hospital policies and procedures. Conduct of personnel must be professional and courteous at all times. Clinical and response time performance must be reliable, with equipment failure and human error held to an absolute minimum through constant attention to procedures and prompt and definitive corrective action.

The emergency ambulance(s) shall not respond to any non-emergency request when doing so requires the use of the last or only ambulance unit available to serve the specified response area.

Resolution of Disputes:

a) Patient care:

Upon a finding by the Monterey County EMS Director (EMS Director) that the Contractor is in default with respect to any matter relating to patient care, and that the nature of the default is such that termination of this Agreement is necessary to protect the public health and safety, the specific deficiency shall be presented to the Contractor in writing, and the Contractor will be allowed a reasonable opportunity to correct such deficiency. If the deficiency thereafter remains, then the findings shall be presented to the Monterey County EMS Medical Director, who will review questions involving patient care. If the EMS Director determines that the Contractor's performance is both deficient and dangerous to public health and safety, then the County may terminate this Agreement. The EMS Director may convene and consult any advisory panel in making his/her determination.

b) Operations:

Upon a finding by the EMS Director that the Contractor is in default with respect to any matter relating to operations, and that the nature of the default is such that termination of this Agreement is necessary to protect the public health and safety, the specific deficiency shall be presented to the Contractor in writing, and the Contractor will be allowed a reasonable opportunity to correct such deficiency. If the deficiency remains, the County may terminate this Agreement.

Medical Control:

Contractor's medical control will be provided by the San Luis Obispo County EMS Agency. Contractor shall comply with all policies and procedures of the San Luis Obispo County EMS Agency.

Training/Personnel

a) An advanced life support ambulance attendant and driver utilized by a Contractor shall be at least eighteen (18) years of age, shall be trained and competent in the proper use of all emergency ambulance equipment, and shall demonstrate compliance with all applicable State and County laws and regulations. The attendant shall hold as a minimum qualification a current California State certification as an EMT-P with local accreditation in San Luis Obispo County. The driver shall hold as a minimum a current certification as a California State EMT-1 and will have in his/her possession a valid California Driver's License and a valid Ambulance Driver's Certificate.

b) Contractor shall participate with hospitals and the San Luis Obispo EMS Agency in periodic reviews of emergency run cases and ensure that ambulance personnel in contractual service do likewise in accordance with the policies and procedures of the EMS Agency and Base Hospital.

Communication:

- a) Contractor shall provide 24 hour a day telephone answering and liaison and notify County Communications when unable to respond.
- b) Contractor shall notify County Communications of all emergency responses requested from other sources.
- c) All vehicles used in the performance of this Agreement shall be equipped with radios capable of communicating on Monterey County Med Channel 5 and CALCORD.
- d) Contractor shall operate communications equipment and use radio procedures in accordance with instructions from the San Luis Obispo EMS Agency.

Access to Records and Reporting Requirements

The Contractor shall comply with the following recordkeeping and reporting requirements throughout the term of this Agreement:

- a) **Patient Report Forms.** Contractor shall complete a San Luis Obispo EMS Agency approved form for every patient served by Contractor's personnel, and furnish a copy of that form to the Monterey County EMS Agency for statistical analysis and medical audit purposes (see Exhibit B, attached).
- b) **Financial Records.** The Monterey County EMS Agency shall have the right to inspect Contractor's financial records related to this Agreement under this Agreement as follows: upon reasonable notice and during normal business hours the Contract Officer shall have access to Contractor's billing and accounts receivable records for purposes of determining Contractor's compliance with approved charge schedules.

Approval of the Fee Schedule:

The Contractor's rate schedule shall not exceed the currently approved charge schedule of San Luis Obispo County for all ambulance services. In addition, if overcharging occurs, the payer will be immediately reimbursed for any excess taking.

Payment Provisions:

For services rendered under this Agreement during the term of this Agreement, County shall pay to Contractor the sum of \$1,000.00 per request of service per the standard payment provisions stated in 6.01 of the Professional Services Agreement.

Special Prohibitions:

During the term of this Agreement, and in regard to every 911 call as defined herein, Contractor shall not engage in the following practices: telephone call screening, refusal to transport a 911 patient to the nearest medically appropriate facility as defined by San Luis Obispo EMS Agency transport protocols, and on-scene, enroute, or at hospital collection of bills owed by 911 patients.

EXHIBIT **B**

DATA COLLECTION AND REPORTING REQUIREMENTS

The following requirements apply only to Contractor's responses into Monterey County.

- A. For each patient contacted, Contractor's ambulance personnel shall complete a San Luis Obispo County-approved patient care record ("PCR"). Copies of the completed PCRs shall be provided to the Monterey County EMS Agency ("Agency") on a monthly basis.
- B. Contractor shall furnish reports showing frequency and type of medical incidents as requested by the Agency.
- C. Contractor shall supply to the Agency, on a monthly basis, response-time data in a format prescribed by the Agency for the Contractor's service area, by response-zone type (Urban, Rural, Wilderness), by political jurisdiction, and any other breakdown as required by the Agency. The following table provides a summary of the proposed reporting format:

Response Time	Code-3 Calls			Code-2 Calls		
	#	%	Cum %	#	%	Cum %
0-1 min						
1-2 min						
2-3 min						
3-4 min						
4-5 min						
etc.						

- D. Data on any individual ambulance call shall promptly be made available to the Agency upon request.
- E. The following information (regarding Contractor's Monterey County responses only) shall be made available to the Agency upon request on a month-to-month and year-to-year basis unless a different schedule is indicated:
 - 1. Sales by pay source.
 - 2. Services provided by category (e.g., ALS, BLS, mileage) by financial classes and in total by the last day of each month for the preceding month.
 - 3. Sales by date of service - billing number per day.

4. Accounts receivable aging report by payer source.
5. Payment and adjustment journal.
6. Billings schedules.
7. Collections by payer source.
8. Credit adjustment by payer source (write-offs).
9. Summary of billings and collections (quarterly and annually).
10. Cash receipts journal of any payments received at Contractor's location.
11. Quarterly statements, within 45 days of the close of each quarter, of revenues, expenses, and cash flow.
12. Any other special reports within the capabilities of Contractor's computer system, as may be requested by the Agency.

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID SG
SANLU-3

DATE (MM/DD/YYYY)

04/16/09

PRODUCER
Der Manuel Ins & Fin Svcs Inc
Der Manuel Insurance Group
P.O. Box 28906
Fresno CA 93729-8906
Phone: 559-447-4600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #**INSURER A: **ARCH Insurance Company**INSURER B: **Tower Select Insurance**

INSURER C:

INSURER D:

INSURER E:

INSURED

San Luis Ambulance
Service, Inc
P.O. Box 954
San Luis Obispo CA 93406

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	MAPK06184903	09/30/08	09/30/09	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 3000000 PRODUCTS - COMP/OP AGG \$ 3000000 Emp Ben. 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	MAPK06184903	09/30/08	09/30/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	MAUM06371203	09/30/08	09/30/09	EACH OCCURRENCE \$ 1000000 AGGREGATE \$ 1000000 \$ \$ \$ WC STATU- OTH- TORY LIMITS ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCC7008117	01/01/09	01/01/10	E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAY NOTICE OF CANCELLATION WILL APPLY IN THE EVENT OF A NON-PAY
CANCELLATION. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

MONTE-5

County of Monterey
19065 Portola Drive #1
Salinas CA 93908

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY

INSURED: San Luis Ambulance Service,
POLICY NUMBER: MAPK06184903

POLICY FORMS & ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: COUNTY OF MONTEREY
EMS
19065 Portola Drive, #1
SALINAS CA 93906

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

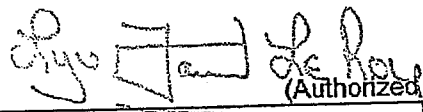
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 09/30/08	Countersigned By:
Named Insured: SAN LUIS AMBULANCE SERVICE, INC.	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF MONTEREY
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.