



**AGREEMENT FOR  
ADVANCED LIFE SUPPORT (ALS) AND BASIC  
LIFE SUPPORT (BLS) AMBULANCE SERVICES,  
INTER-FACILITY TRANSFER, CRITICAL CARE  
TRANSPORT (CCT) TRANSPORT, STANDBY, AND  
COMMUNICATION AND DISPATCH SERVICES  
FOR THE EXCLUSIVE OPERATING AREA FOR  
THE COUNTY OF MONTEREY**

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This Agreement (“Agreement”) is made and entered into by and between the County of Monterey, a political subdivision of the State of California, acting through its Emergency Medical Services Agency, hereinafter referred to as “County” and American Medical Response West (AMR), hereinafter referred to as “Contractor.”

## **RECITALS**

WHEREAS, Pursuant to California Health and Safety Code, Section 1797.200, the County of Monterey Board of Supervisors has designated the Health Department’s Emergency Medical Services Agency (EMS Agency) as the Local Emergency Medical Services Agency (LEMSA) for the County of Monterey. In this role, the EMS Agency has the exclusive responsibility to plan, implement, evaluate, and regulate the County of Monterey EMS System; and

WHEREAS, the EMS Agency has determined that emergency medical ambulance services shall be met through an integrated system of appropriately equipped and staffed ambulances and appropriately equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 authorizes the Local EMS Agency to create Exclusive Operating Areas ("EOA") for emergency ambulance services and for advanced life support and to contract with an ambulance provider through a competitive process for the exclusive operating rights for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, The EMS AGENCY desires to contract for ambulance services, interfacility and critical care transport, and standby services (Services) for an Exclusive Operating Area as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find (Contractor) to provide these services and invited proposals through the Request for Proposal 10905 for Exclusive Ambulance Services for the County of Monterey Exclusive Operating Area; and

WHEREAS, Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 7, Section 100168, requires a written agreement for Services; and

WHEREAS, a Proposal Review Panel comprised of experts in healthcare services recommended Contractor as the highest scoring proposer; and

WHEREAS, on May 9, 2025, County issued its Notice of Intent to Award the contract to American Medical Response West (AMR), based on AMR’s proposal receiving the highest score after review and analysis of the independent proposal evaluation panel; and

WHEREAS, the County finds AMR qualified to provide ambulance services, interfacility and critical care transport, and standby services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of Services; and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below.

**NOW, THEREFORE**, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

**1. EXCLUSIVE PROVIDER OF SERVICES**

- A. Contractor shall be the exclusive provider of ALS and BLS Ambulance Services, Inter-facility Transfers, Critical Care Transport (CCT) services, and standby services for the entire population and visitors within the County of Monterey's Exclusive Operating Area (EOA), with limited exceptions enumerated below. Contractor shall also provide communications and medical dispatch services, as provided for in Section 1797.224 of the California Health and Safety Code.

**2. AGREEMENT TERM AND ADMINISTRATION**

**2.1. AGREEMENT TERM**

- A. This Agreement is effective after approval by the County of Monterey Board of Supervisors and signed by all parties. The Services shall commence on February 1, 2026, at 0001, Pacific Standard Time and its initial term shall end at 2400 hours, Pacific Standard Time on January 31, 2032, unless extended pursuant to ***Section 2.5 Conditions for Earned Extensions of the Agreement.***

**2.2. AGREEMENT ADMINISTRATION**

- A. The EMS Agency shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The EMS Agency Administrator or his/her designee may:
  - 1. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.
  - 2. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS System Policies, Protocols, and Procedures.
  - 3. Provide technical guidance and/or direction, as the EMS Agency deems appropriate.

- B. The Transition Period, from the date of execution of the Agreement to January 31, 2026, will be considered a pre-operational phase of the Agreement where Contractor is contractually responsible for meeting all pre-operational requirements and successful implementation of its Transition Plan that identifies dates for milestones to be achieved during the transition period.

### **2.3. CREATION OF THE AGREEMENT**

- A. This Agreement and its Exhibits and Attachments shall control the relationship between the parties and act as the primary document which has been created from the Request for Proposal (RFP) #10905 dated January 30, 2025, including all addenda thereto and the Contractor's proposal in response to that RFP dated April 22, 2025. In the event of an ambiguity or conflict between the terms of this Agreement and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms of any such inconsistency, ambiguity or missing necessary terms shall be resolved, in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits and Attachments, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

### **2.4. TRANSITION PLAN**

- A. Contractor will be expected to begin the ambulance services transition according to its Transition Plan and the terms and conditions of the Agreement to ensure they are fully capable to commence operations on February 1, 2026. Contractor's Transition Plan identifies dates for all milestones, proposed methods for coordination with the EMS Agency, the County of Monterey Emergency Communications Department (ECD) staff, as well as other system partners, and shall demonstrate Contractor's readiness to provide services at the start date of the Operational Period of the Agreement.

### **2.5. CONDITIONS FOR EARNED EXTENSIONS OF THE AGREEMENT**

- A. Contractor may earn extensions not to exceed an additional five (5) years based on Contractor's performance. Contractor shall not have been declared in Breach of the Agreement period prior to requesting an extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

#### **1. Agreement Extension Application**

- a. Contractor shall be eligible for extensions after the completion of the third year of the Operational Period of the Agreement and after each subsequent year of Operational Period of the Agreement.

- b. Contractor shall submit its first written request for an Agreement extension by January 31, 2029, and each January 31st thereafter.
- c. The Contract extension requests shall include documentation of Contractor's successfully meeting the following, but are not limited to:
  - i. Response time performance standards at or above the minimum requirements in this Agreement;
  - ii. Clinical performance standards at or above the minimum requirements in this Agreement;
  - iii. Initiation of innovative programs to improve system performance; and
  - iv. Maintenance of a stable workforce with the documented efforts to minimize employee fatigue and turnover.

## **2. Appeal of Extension Denial**

- a. Contractor may appeal denial of an extension of the Agreement to the EMS Director. The appeal must be in writing and clearly and in detail describe any mitigating factors beyond Contractor's control which caused Contractor to not meet the requirements for award of an extension. Denial of the appeal may be appealed to the Director of Health. This appeal must be in writing and shall describe the rationale for the Contractor's belief that the determination by the EMS Director should be reversed. The determination by the Director of Health will be final.

### **2.6. AGREEMENT MODIFICATION AND AMENDMENT**

- A. During the term of the Agreement, the Agreement may need to be modified (e.g., to take advantage of innovations or system enhancements), modifications will be written in an amendment to the Agreement and approved by the EMS Agency, the County of Monterey Board of Supervisors, and the EMS Authority. In no case will a modification to the Agreement result in a drop in the minimum requirements set forth in this Agreement.
- B. County and Contractor recognize that a significant change or potential significant change may occur at the request of County or due to other circumstances beyond Contractor's control that will impact costs, revenue, or delivery of Contractor's services. Should such a change occur that would result in a material impact to Contractor's obligations under this Agreement, County and Contractor shall meet and confer to negotiate a mutually acceptable resolution. Resolution may include, but is not limited to, implementation of the change on a trial basis with subsequent review of the impact of the change, modification or cancellation of the proposed change, a

special adjustment to Contractor's rates as provided for in Section 15.2 Rate Adjustments of this Agreement, or modification of the Agreement as provided for in Item (A) of this Section.

### **3. AGREEMENT NOTICES**

#### **3.1. AGREEMENT COMMUNICATION**

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

- A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.
- B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
- C. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- D. Electronic mail transmission: When sent by electronic mail to the to the email recipient known to the party giving notice, notice is effective on receipt, provided that: a.) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or b.) the receiving party delivers a written confirmation of receipt. Any notice given by electronic mail shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

***To County:***

Emergency Medical Services Agency  
1441 Schilling Place, South Building, Salinas, CA 93901  
Attn: EMS Director

***To Contractor:***

Regional Director  
2511 Garden Road  
Monterey, CA 93940

With Mandatory copy to:

Law Department  
Global Medical Response, Inc.  
4400 State Hwy 121, Suite 700  
Lewisville, TX 75056

- E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

### **3.2. CHANGE OF CONTACT INFORMATION**

- A. Any party may change its address, facsimile number, or electronic mail address by giving the other party notice of the change in any manner permitted by this Agreement.

## **4. SERVICE AREA REQUIREMENTS**

- A. The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County of Monterey measures approximately 105 miles north to south, and approximately 30 miles east to west (approximately 3,326 square miles), with a population of approximately 420,000 residents. The County of Monterey is densely populated in the northern Salinas Valley and northern coastal peninsula areas, while the southern coastal, valley, and inland mountain regions are sparsely populated. During fair weather months, the county's population increases as tourists visit its Big Sur coastline, 17 Mile Drive on the Monterey Peninsula, WeatherTech Laguna Seca raceway, the Monterey Bay Aquarium, numerous wineries, and peaceful communities. The County of Monterey and Visitors Bureau estimates there are 4.6 million visitors to the County of Monterey each year.
- B. The County of Monterey EOA includes all geographic areas of the County of Monterey, except for certain federal property, the City of Carmel-by-the-Sea, and certain portions of the Monterey County Regional Fire District, which are currently exempted or "carved out" from the EOA, as illustrated in Exhibit A EOA Maps.

## **5. SERVICES TO BE PERFORMED BY CONTRACTOR**

### **5.1. BASIC SERVICES**

- A. Contractor shall perform the following services to the complete satisfaction of the EMS Agency. Such services shall be provided in accordance with applicable federal, state, and local laws and applicable regulations, rules, policies, and practices, and in accordance with any amendments or revisions thereof. In performing services



hereunder, Contractor shall work cooperatively with the County's EMS System, the EMS Agency, and other system participants as applicable.

- B. Contractor shall provide Ambulance Services at the Advanced Life Support (ALS) level for Priority 1-3 responses.
- C. Contractor may provide Ambulance Services at the Basic Life Support (BLS) level for
  - 1. Priority 3, Alpha and Omega calls when deemed appropriate;
  - 2. Inter-facility transfers, originating from within the County, when the patient's medical condition necessitates the use of an Ambulance and the patient's needs do not exceed BLS level of care; and
  - 3. Ambulance stand-by services for special events or activities where the presence of an Ambulance is desired.
- D. Contractor shall also provide:
  - 1. Inter-facility Transfers originating from within the County, when the patient's medical condition necessitates the use of an Ambulance,
  - 2. Critical Care transports,
  - 3. Emergency standby services,
  - 4. Reasonable Mutual Aid services,
  - 5. Ambulance standby coverage for special events, and
  - 6. Communications and medical dispatch services.
- E. In addition, Contractor shall
  - 1. Provide Ambulance Services, with an appropriately staff and equipped ambulance, without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full term of the Agreement.
  - 2. Ensure Ambulance Response Times meet or exceed the Response Time standards set forth herein.
  - 3. Ensure Clinical Performance meets or exceeds clinical standards set in this Agreement.

4. Provide for Emergency Medical Dispatch Services for all services provided through this Agreement and locate the EMS Dispatch Center within the County of Monterey.
5. Provide Ambulance Services without regard to any discriminatory classification, including without limitation: race, color, national origin, religious affiliation, sexual orientation, age, sex, ability to pay, disability, genetic information, marital status, gender identity, gender expression, HIV/AIDS status, medical condition, political activities or affiliation, military or veterans status, status as a victim of domestic violence, sexual assault, or stalking.
6. Provide disaster/MCI response.
7. Provide all services according to EMS System Policies, Protocols, and Procedures and the terms of the Agreement.
8. Employ and manage all personnel in a manner to effectively meet the contractual obligations.
9. Provide or purchase all in-service training required of its personnel.
10. Procure and maintain vehicles, which includes provision of fuel, lubricants, and insurance for vehicles and equipment.
11. Operate its Ambulance system to meet all applicable staffing, clinical, and response time requirements.
12. Maintain superior working relationships with EMS System participants and partners.
13. Ensure courteous, professional, and safe conduct of all Ambulance personnel and other staff at all times.
14. Maintain neat, clean, and professional appearance of all personnel, equipment, and facilities.
15. Promote and maintain the excellent reputation of the County's EMS System through superior service and courteous and professional conduct, participation in published research and industry affairs, prompt response and follow-up to inquiries and complaints, leadership in community activities including health fairs, school demonstrations, CPR programs, and civic affairs, and upon request, participation in local media events, business, and social group meetings.
16. Actively participate in the medical audit and Quality Management process, provide training and support to personnel in need of assistance in specific skill or

knowledge areas, and provide additional clinical leadership by maintaining a current and extensive knowledge of developments in equipment, procedures, and research in EMS.

17. Maintain personnel certifications in accordance with local and state laws and regulations.
18. Advise the EMS Director or his/her designee concerning any financial and operational implications of proposed changes under consideration for adoption, including submission of a written "Financial Impact Statement", if requested.
19. Inform the EMS Agency of all activities, issues, and policy or procedure modifications that may affect County's EMS System or Contractor's compliance with the terms of the Agreement.
20. Report issues that affect patient care or County's EMS System in accordance with EMS Policy #6020 Unusual Occurrence Reporting.
21. Develop a deep understanding among its employees of the unique structure and operation of County's EMS System and the role of the EMS Agency through formal orientation and in-service programs.

## **5.2. SERVICES NOT INCLUDED**

- A. Contractor shall not be responsible for non-medical wheelchair and/or gurney transportation services.
- B. Contractor shall not be responsible for aircraft services. Aircraft services are provided by established public and private operators.
- C. Contractor shall not be responsible for special event medical standby without transport services.
- D. Contractor shall not be responsible for specialty care team transports.

## **5.3. DIFFICULT-TO-SERVE AREAS**

- A. The County of Monterey EOA shall include the following three (3) Difficult-to-Serve Areas where Contractor may utilize the services of a Peripheral Ambulance Services provider:
  1. Highway 1, from the San Luis Obispo County line, to approximately Mile Marker 13.

2. Parkfield, South Shore Lake San Antonio, and Highway 101 South of the Bradley Rest Stop.
  3. The Cachagua area.
- B. Notwithstanding Section 1. —Exclusive Provider of Services, Contractor may use Peripheral Ambulance Services providers only in the Difficult-to-Serve Areas identified in this section and illustrated as an overlay in the Response Area Maps in Exhibit A—EOA Maps, and only when the Peripheral Ambulance Services provider has the closest Ambulance.
- C. Contractor is responsible for Response Time compliance in the Difficult-to-Serve Areas.

#### **5.4. BIG SUR COVERAGE**

- A. Contractor shall maintain an appropriately staffed Ambulance unit in the Big Sur area during the term of the Agreement. This unit shall be excluded from routine status management unless countywide resources reach critically low levels or necessitated by disaster response needs on a short-term, temporary basis. Contractor shall consider utilizing BLS units, when appropriate, before utilizing the Big Sur unit. Contractor may also utilize mutual aid when appropriate.

#### **5.5. SPECIAL EVENTS COVERAGE**

- A. Contractor shall be responsible for the provision of Ambulance Services at special events and activities requiring an Ambulance to stand-by. Ambulance Services for special events and activities requiring an Ambulance to Stand-by may be provided at the BLS or ALS level. Contractor may also provide non-Ambulance medical Stand-by Services. The level of service, number of Ambulances, and staffing levels shall be appropriate for the event or activity as required by the event sanctioning body, number of people participating and attending, event health and safety risks, event location, and potential impact of the event on 9-1-1 services. The EMS Agency may require ALS Ambulance Services, if in its review of the special event medical plan, the EMS Agency determines the event requires ALS Ambulance coverage.
- B. Contractor may sub-contract for special event coverage when a special event or multiple, simultaneous events require a greater number of Ambulances than Contractor is able to provide or would negatively impact provision of 9-1-1 services. Contractor shall attempt to utilize ambulance and crews from its operations in other local areas, and then other County of Monterey-based Ambulance Services providers before contracting with Ambulance Services providers from other areas. Contractor shall not allow staffing for a special event to negatively impact response within the EOA during the time of the event.

- C. Contractor shall pay the sub-contractor for special event coverage. Event organizers shall not be charged rates higher than the Board-approved rates.
- D. For certain special events, Contractor may need to consider staff time required for attending special event planning meetings and for set up and clean-up activities.
- E. Contractor may also need to consider the distances of event locations when identifying standby event and/or hourly rates.
- F. Contractor may also make a Paramedic or EMT, if appropriate, available for scheduled special events coverage at an hourly rate approved by the Board of Supervisors.
- G. Billing for special events may be rounded to the next ½ hour increment.
- H. Contractor may charge a reasonable surcharge for requests for special event Ambulance coverage received by Contractor less than 14 days prior to the date of the event, and/or for requests to increase for the number of ambulances.

#### **5.6. INTER-FACILITY TRANSFERS (IFT)**

- A. To provide excellent customer service and enhance the economic viability of the system, Contractor shall provide emergency and non-emergency Inter-facility response capacity and shall manage its available resources so as to provide prompt Inter-facility Transfer services. In the case of any scheduled non-emergency transfer requests, Contractor shall provide service as scheduled.
- B. The EMS Agency recognizes that Contractor's primary responsibility is to meet emergency response demands within the County. As a result, the EMS Agency understands that Contractor's response to non-emergency requests may occasionally be temporarily delayed until sufficient reserves of emergency response capacity can be restored to the system.
- C. When Contractor is unable to provide reasonably prompt non-emergency service, needs to divert from a transfer due to 9-1-1 system demands, or is temporarily unable to provide the service as scheduled, Contractor shall inform the facility requesting such service, explaining the reasons for the temporary delay, and shall furnish an honest, reasonable estimate of the time service will be available. The initial scheduled time or "Immediate" request time shall be used to determine response time compliance. Priority 4 and Priority 8 Inter-facility Transfers are not subject to the reassignment provisions of Section 6.5.3.—Reassignment Enroute.
- D. To ensure the appropriate use of Ambulance resources, and to minimize the provision of unreimbursed services, Contractor shall secure documentation from the requesting facility that justifies the medical necessity of the transfer.

E. The requesting facility shall have the responsibility to ensure the patient is prepared for transfer with all available transfer papers, including medical necessity justification, upon the arrival of the transfer unit. Before providing IFT service, Contractor shall be required to obtain a Medical Necessity Certification (MNC)/Physician Certification Statement (PCS) form from the facility requesting the service before providing the service.

F. Inter-facility Transfer Definition and Service Requirement:

#### **5.6.1. Emergency Inter-facility Transfers (Priority 4)**

- a. Emergency ALS Ambulance Inter-facility Transfer requested by a healthcare facility to a higher level of care when a delay could result in placing the patient's health in immediate jeopardy (e.g., STEMI, Stroke, or Trauma re-triage). These requests are dispatched as Code 3 Call responses and Ambulances cannot be diverted.
- b. As emergency Inter-facility Transfers may immediately remove an Ambulance unit from the 9-1-1 system, facilities are expected to only request an emergency Inter-facility Transfer (Priority 4) when the patient's condition is considered to be in immediate jeopardy. It is understood that the facility requesting this service shall only request the emergency transfer such that the patient is prepared for transfer with all transfer documentation available upon the arrival of the transfer unit, including the MNC/PCS form.

#### **5.6.2. Unscheduled Urgent Inter-Facility Transfers (Priority 5)**

- a. Unscheduled urgent Inter-Facility Transfer requested by a healthcare facility where the patient's medical condition requires transport to a facility providing a higher level of care and the patient's health *is not* considered to be in immediate jeopardy. The level and type of Ambulance shall be appropriate to the patient's condition as determined by the sending facility.

#### **5.6.3. Scheduled Inter-facility Transfers (Priority 6)**

- a. Contractor is encouraged to work with sending facilities to pre-arrange IFT requests for medically stable patients whenever possible. The level and type of Ambulance shall be appropriate to the patient's condition as determined by the sending facility.

#### **5.6.4. Out-of-County Inter-facility Transfers (Priority 7)**

- a. Inter-facility Transfers originating within the County of Monterey, going to facilities outside of the County of Monterey shall have an agreed upon pick-up time regardless of request time.
- b. Contractor may require 24-hour notice for Inter-facility Transfers where the one-way distance is greater than 180 miles measured from the City of Salinas.
- c. Provider safety shall be a paramount consideration when scheduling Out-of-County transfers.
- d. Ambulance crew fatigue, Unit-Hour-Utilization (UHU), and normal shift time shall be factored into the scheduling process. Contractor shall be responsible for ensuring reasonable response times to long distance transfer requests.

#### **5.6.5. Critical Care Transport (CCT) (Priority 8)**

- a. Contractor shall be required to provide Critical Care Transport (CCT) services. These services shall be offered 24 hours per day, 7 days per week, 52 weeks per year, for the full term of the Agreement.
- b. Contractor shall provide CCT services utilizing a CCT-RN, CCT-Paramedic (CCT-P), or Paramedic authorized by the EMS Agency to utilize an expanded Scope of Practice,
- c. Contractor shall staff a CCT-RN position in the County of Monterey to ensure the needs of patient are met when needs exceed the CCT-P or Paramedic with an expanded Scope of Practice.
- d. Upon EMSA approval of an expansion to the Paramedic Scope of Practice, Contractor shall train its Paramedics to the level approved by EMSA.
- e. Upon EMSA approval for an expansion to the Paramedic Scope of Practice, Contractor shall procure and provide the appropriate equipment (e.g., IV pumps, ventilators) to allow its Paramedics to provide Ambulance services at the approved expanded Paramedic Scope of Practice.
- f. The EMS Agency recognizes CCT to be a limited resource. To ensure the needs of the patient are met, Contractor shall be allowed to enter into a subcontract agreement for back-up CCT services from another provider when the demand for CCT services exceeds Contractor's resources, and the delay in providing CCT could result in placing the patient's health/life in immediate jeopardy.

#### **5.6.6. Inter-facility Transfer Overload**

- a. Contractor shall be considered under Inter-Facility Transfer overload when Contractor has 7 or fewer available Ambulances in the EMS System. This number of ambulances will be reviewed after the completion of the first year of the Operational Period and may be adjusted if needed.
- b. Inter-facility Transfer overload ***shall not*** apply to Emergency Inter-facility Transfers (Priority 4).
- c. Should the EMS Agency determine that the needs of patients needing IFT service are not being met, it may require Contractor to submit a mitigation plan for approval.

#### **5.6.7. Specialty Care Transport Teams**

- a. EMS Agency shall allow specialty care transport teams by other providers for outbound transports originating within the EOA to tertiary and specialty medical facilities where the patient requires specialized skills and/or equipment not provided by Contractor's ALS and CCT services.
- b. Contractor may utilize the bariatric Ambulance to provide transport of specialty care teams.

#### **5.6.8. Transportation Management Platform (TMP)**

- a. Contractor shall make its Transportation Management Platform (TMP) available to local hospitals at no additional cost to County or local hospitals, for the purpose of managing Inter-Facility Transfers. Contractor shall work with the EMS Agency and local hospitals to implement TMP.

### **5.7. EMS DISPATCH CENTER AND COMMUNICATIONS**

- A. The EMS Agency and Contractor must comply with Government Code sections 53100.5 and 53110 and Health and Safety Code sections 1797.223 and 1798.8. As such, should a substantial change in dispatching processes and procedures arise as a result of the requirements found in these statutes or other unforeseen complexities in emergency medical dispatch, the EMS Agency agrees to re-open the Exclusive Ambulance Services Provider Agreement to meet and confer on a suitable Agreement amendment.
- B. Contractor shall function as a designated County of Monterey Emergency Medical Services (EMS) Dispatch Center pursuant to EMS System Policies, Protocols, and Procedures, which include the staffing of trained and qualified, IAED certified, Emergency Medical Dispatchers (EMDs) that must answer requests for service promptly.



- C. As a designated County of Monterey EMS Dispatch Centers, Contractor must follow the EMS Agency Medical Director-approved MPDS call processing, prioritization, and EMD dispatch procedures and deliver protocol-based, pre-arrival instructions.
- D. Contractor shall maintain all records in accordance with federal, state, and local laws and is responsible to provide all records upon request of the EMS Agency.
- E. Contractor shall provide system status management by ensuring an adequate number of Ambulances are available at all times to respond to requests for service at the appropriate Response Priority level, providing Ambulance coverage across the service area through either static or dynamic deployment models, or a combination of both, providing a timely response for emergency and Inter-facility Transfers, and ensuring the provision of meal breaks for on-duty personnel.

#### **5.7.1. EMS Dispatch Center Location**

- a. Contractor shall provide call taking and dispatch functions for all emergency and non-emergency calls from an EMS Dispatch Center location within the County of Monterey. A 9-1-1 Nurse Navigation program, if implemented, may be located at an alternate location as approved by the County.
- b. Contractor's EMS Dispatch Center shall seamlessly link to the ECD CAD system, comply with secondary PSAP requirements, and link to the County's radio systems.
- c. Should a 9-1-1 Nurse Navigation program be approved for implementation in the County of Monterey, Contractor shall work with ECD to establish additional CAD-to-CAD links between the ECD CAD and Contractor's 9-1-1 Nurse Navigation center(s) for seamless connectivity with the Nurse Navigators.
- d. Contractor shall be responsible for all costs related to establishing an EMS Dispatch Center.

#### **5.7.2. EMS Agency Designation of EMS Dispatch Center Required**

- a. Contractor's EMS Dispatch Center must comply with EMS System Policies, Protocols, and Procedures related to the designation of an EMS Dispatch Center and must meet all minimum requirements to receive designation by the EMS Agency at the start date of the Operational Period of the Agreement.

#### **5.7.3. PSAP / Contractor Function and Relationship**

- a. ECD, the California Highway Patrol, Presidio of Monterey, Fort Hunter-Liggett, and Carmel-by-the-Sea Police Department operate Primary Public Safety Answering Points (Primary PSAPs) within the County of Monterey. CAL FIRE

operates a Secondary PSAP in its respective response areas. Contractor shall work closely with these PSAPs to coordinate communication services. At the EMS Agency's or ECD's request, Contractor will participate in appropriate communications-related committees.

#### **5.7.4. Call Receipt and Dispatch**

- a. Contractor may receive both data and "live" transferred callers from 9-1-1 PSAPs to appropriately prioritize each 9-1-1 call and enhance Contractor's ability to effectively manage its resources.
- b. Contractor shall be responsible for ensuring the effectiveness, accuracy, and prioritization of requests for Ambulance Services within the EOA to promote a seamless call dispatch process.
- c. Contractor shall utilize Priority Dispatch ProQA Emergency Dispatch software for the performance of all EMD interrogations and MPDS call processing.

#### **5.7.5. EMS Dispatch Center Staffing Requirements**

- a. Contractor shall be responsible for staffing and supervising its EMS Dispatch Center and shall be responsible for the actions of EMS Dispatch Center personnel.
- b. Contractor shall ensure that personnel assigned to the EMS Dispatch Center are Emergency Medical Dispatcher (EMD) certified in accordance with EMS System Policies, Protocols, and Procedures.
- c. Contractor shall provide EMD continuing education and Quality Improvement (QI) processes to allow EMDs to maintain their skills and certifications in accordance with EMS System Policies, Protocols, and Procedures.
- d. Contractor's staffing levels shall be such that all applicable medical calls for service shall be processed, prioritized, and provide pre-arrival instructions consistent with MPDS guidelines and any relevant EMS System Policies, Protocols, and Procedures. The EMD should be able to remain on the line with callers reporting or experiencing critical life-threatening emergencies and those who are deemed medically unstable until medical assistance arrives on scene with other dispatchers being available for call receipt and dispatch functions.
- e. Contractor staffing must ensure that, at a minimum, two EMD-certified personnel are always on duty. Contractor's staffing may vary based upon predictable system service demand and other Workload fluctuations but shall be sufficient to answer Emergency Calls within the current NENA call processing standard (currently fifteen (15) seconds or less, 90 percent of the time and within 20 seconds or less 95% of the time). Failure of Contractor to answer Emergency Calls within the

current NENA call processing standard (currently 15 seconds or less, 90 percent of the time and within 20 seconds or less 95% of the time) will result in Liquidated Damages in the amounts stated in Exhibit D—Liquidated Damages.

#### **5.7.6. Interoperable Communications System**

- a. Contractor shall use and be capable of functioning on the County of Monterey Next Generation (NGEN) Communications Network and conventional communications network for verbal radio communications employed in Contractor's delivery of services as specified in Attachment 2—Integrated CAD and Radio Specifications.
- b. Contractor shall provide all Federal Communications Commission (FCC) required NGEN and conventional mobile and portable radios, including necessary user licensing and pro rata share costs, for all Ambulances and field supervisor units.
- c. Contractor shall maintain commercial wireless/data access fully compatible with the ECD CAD and pay any costs of developing and maintaining a data interface from the ECD CAD to Contractor's CAD. The data interface shall provide real-time monitoring of Contractor's Ambulance data screens and, at a minimum, provide the location and status of active Ambulance calls, pending calls, and locations and status of Ambulances and crews. Any costs of developing the data interface from the ECD CAD to Contractor's CAD to monitor deployment shall be borne by Contractor.
- d. Contractor shall ensure that each Ambulance or supervisor vehicle is equipped with mobile and portable radio equipment that meets the specifications in Attachment 2—Integrated CAD and Radio Specifications.
- e. Contractor shall ensure that each Ambulance, and supervisor vehicle and static Ambulance station(s), if any, have redundant alerting and communication capability.
- f. Contractor shall ensure NGEN and conventional radio communication interoperability between EMS Agency-designated EMS Dispatch, First Responders, Base Hospitals, and receiving hospitals, utilizing designated disaster and Mutual Aid frequencies, based on EMS Agency-approved frequency specifications and channel loads.
- g. Contractor shall be able to receive and reply to requests for Ambulance Services by voice and mobile data linkage. Contractor's communications system shall be able to receive and transmit all communications necessary to provide Emergency Ambulance Services pursuant to the Agreement and EMS System Policies, Protocols, and Procedures.

- h. Contractor shall be responsible for the costs of any modifications to the CAD system that Contractor determines necessary to effectively monitor, deploy, redeploy, and manage its Ambulance resources, including system surge events, in accordance with EMS System Policies, Protocols, and Procedures. Contractor must work with ECD to ensure necessary modifications are approved by ECD and coordinated with ECD to ensure there will be no interruption in CAD function.
- i. Contractor shall be responsible for the full costs of all systems necessary, including its CAD technology for the provision of call intake, ProQA, SSM, and dispatch services.
- j. Contractor shall be responsible for all costs associated with its choice of CAD and linkage into the EMS Agency designated EMS Medical Dispatch Center, CAD system(s) for deployment management/measuring software, hardware, and network connections.
- k. Each Dispatcher, EMT, Paramedic, and supervisor shall continuously monitor the appropriate channel(s) at all times while on duty.
- l. Contractor shall equip each Ambulance and supervisor's vehicle with a mobile gateway that shall provide wireless access to CAD, Electronic Patient Care Record (ePCR), and billing system data.
- m. Contractor shall be responsible for the cost of acquisition, maintenance, repair, and replacement of computers/MDC, mobile and portable radios, cell phones, tablets, mobile data terminals and or displays, mobile gateways, cellular cards, and cellular accounts.
- n. Contractor shall install and maintain Automatic Vehicle Locator (AVL) devices on all its Ambulances used within the County of Monterey EMS System. The AVL system must be compatible and able to interface with the CAD and other technology used for System Status Management, dispatch, and response time reporting. AVL system access shall be made available to designated EMS Agency staff for system monitoring purposes.
- o. Contractor shall be financially responsible for its ongoing, Pro-Rata Costs of the County's NGEN Radio System, conventional radio system, and all interfaces with the ECD CAD, and all other costs of their directly provided or contracted EMS Dispatch Center.

#### **5.7.7. Back Up EMS Dispatch Center**

Contractor shall develop the capability for an alternate EMS Dispatch Center location should the Contractor's EMS Dispatch Center be rendered inoperable. Backup EMS Dispatch Center capability may be created within or outside of

the County of Monterey. This may be accomplished through an agreement with ECD. Should Contractor choose to not contract with ECD, this capability shall minimally include call receipt, dispatching, EMD processing, communications with each Ambulance, and the expected time for the alternate location to be operational.

## **6. RESPONSE TIME PERFORMANCE**

- A. Contractor shall comply with the Response Time requirements described in this section and in each of the eight (8) Response Priorities described in Exhibit F—Response Classification by Priority. Should a 9-1-1 Nurse Navigation program be implemented, the EMS Agency and Contractor shall monitor and assess the impact, if any, the 9-1-1 Nurse Navigation on Response Time compliance.
- B. Response Time performance is the result of effective and coordinated efforts throughout the Contractor's total operation. Therefore, Response Time performance is solely the Contractor's responsibility. An error on Contractor's part in one phase of its operation (e.g., dispatch, system deployment planning, Ambulance maintenance, assignment of an Ambulance to a given call) shall not be the basis for the EMS Agency to grant an exception to Contractor's requirements in another phase of its operation, (e.g., clinical requirements or response time requirements).
- C. "Response Time," as defined in Section 6.4.—Response Time Defined, shall be measured and recorded in integer minutes and seconds by the CAD system Contractor uses. Contractor shall commit to conform to the Response Time Measurement requirements set forth in Section 6.3.—Response Time Requirements, Exhibit G—Response Time Compliance Standard, and Exhibit H—Response Time Requirement by Priority and Response Area.
- D. All "Time Point" and "Time Intervals" shall use the definitions identified in Exhibit C Definitions, Acronyms, Time Points, and Time Intervals and Section 6.4.—Response Time Measurement.
- E. The term "appropriately staffed and equipped Ambulance" denotes that each Ambulance used for a Response must be properly staffed and equipped, as indicated in Section 7.9 Ambulance Staffing Requirements and Section 7.11.—Equipment Requirements, and EMS Policy # 401—Paramedic Provider Authorized Stock and #402—Authorized Stock – BLS Units, found on the EMS website at [www.mocoems.org](http://www.mocoems.org).

### **6.1. DESCRIPTION OF RESPONSE CLASSIFICATION AND RESPONSE TIME REQUIREMENTS**

- A. The Response Time requirements for each response is determined by the Response Priority within each Response Area. The specific Response Time requirements are defined in Section 6.3.—Response Time Measurement and in Exhibit G—Response

Time Compliance Standard and Exhibit H—Response Time Requirement by Priority and Response Area.

## 6.2. RESPONSE CLASSIFICATION BY RESPONSE PRIORITY

- A. EMS Agency requires designated EMS Dispatch Center to use MPDS Protocols to properly categorize call acuity levels. The current EMS Agency Response Priorities to MPDS Levels can be found in EMS Policy # 3050 MPDS Response Priorities and Assignments to EMS Calls. The Response Priorities to MPDS Levels may be changed by the EMS Agency Medical Director as new data and/or research suggests.
- B. Responses to Priorities are determined by the current EMS System Policies, Protocols, and Procedures, as defined based on the Medical Priority Dispatch System (MPDS), and as approved by the EMS Medical Director.

## 6.3. RESPONSE TIME MEASUREMENT

- A. Response Time is the total time from the time Contractor receives the call with a viable address to arrival of the Ambulance at the location. Within the Response Time are the Dispatch Time Interval, Chute Time Interval, and Ambulance Travel Time Interval. The Response Time standard is a compilation of Dispatch Time Interval, Chute Time Interval, and Ambulance Travel Time Interval for each Response Priority within the Response Area in which the call occurs. For each priority, compliance shall be considered achieved when 90% or more of calls monthly meet the specified response-time criteria within the designated Response Area. For the purpose of the Agreement, *Dispatch Time Interval*, *Chute Time Interval*, and *Ambulance Travel Time Interval* shall be classified using the following methods:
  - 1. In the case of 9-1-1 Priority 1, 2, 3, or 4 calls transferred, either electronically or telephonically, from a PSAP, or in cases of emergency and non-Emergency Calls received from sources other than a PSAP, the *Dispatch Time Interval* shall be defined as the period starting at Dispatch Queue Time and ending at Unit Notified by Dispatch Time, as measured and recorded in integer minutes and seconds.
  - 2. *Chute Time Interval* for Priority 1, 2, 3, or 4 calls shall be defined as starting at Unit Notified by Dispatch Time and ending at Unit Enroute Time, as measured and recorded in integer minutes and seconds.
  - 3. *Ambulance Travel Time Interval* shall be defined as the period starting at Unit Enroute Time and ending at Unit on Scene Time or Unit Cancelled Time, as measured and recorded in integer minutes and seconds.
  - 4. *Emergency Inter-facility Transfers (Priority 4)*. The Response Time requirement for these Inter-Facility Transfers shall be the same as for any Priority

2 response (i.e., potentially life-threatening emergency) request to the facility's location.

5. ***Unscheduled Urgent Inter-Facility Transfers (Priority 5).*** The Response Time requirements for designated Priority 5 Inter-Facility Transfers shall be within 90 minutes to facilities located in Response Area 1 and within 120 minutes to facilities located in Response Area 2 on no less than 90% of all requests made with 12 hours or less notice to the Contractor.
6. ***Scheduled Inter-facility Transfers (Priority 6).*** Ambulance arrival time requirements for designated Priority 6 Inter-Facility Transfers originating within the County of Monterey shall be no later than 15 minutes of the scheduled arrival time on not less than 90% for requests made with more than 24 hours' notice to the Contractor. Scheduled pick-up times may shift as agreed upon by Contractor and the facilities involved. Ambulance arrival time requirements for designated Priority 6 Inter-Facility Transfers originating within the County of Monterey shall be no later than 45 minutes of the scheduled arrival time on not less than 90% for requests made with less than 24 hours' notice to the Contractor. Scheduled pick-up times may shift as agreed upon by the Contractor and facilities involved.
7. ***Out-of-County Inter-facility Transfers (Priority 7).*** Ambulance arrival time requirements for designated Out-of-County Inter-Facility Transfers originating within the County of Monterey shall be no later than 15 minutes of the agreed upon pick-up time on not less than 90% of all transfers. Scheduled pick-up times may shift as agreed upon by the Contractor and facility requesting the inter-facility transfer and Contractor.
8. ***Critical Care Transport (CCT) (Priority 8).*** Ambulance arrival time requirements for CCT shall be no later than 15 minutes from the agreed upon pick-up time on not less than 90% of all CCT transports.
9. Contractor's Response Time performance shall be calculated monthly to determine compliance with the requirements set forth in this section and in Exhibit G—Response Time Compliance Standard and Exhibit H—Response Time Requirement by Priority and Response Area.
10. For each Response Priority in each Response Area, Contractor's appropriately staffed and equipped Ambulance must arrive on the scene within the specified Response Time for that Response Priority and Response Area as defined in Exhibit G—Response Time Compliance Standard and Exhibit H—Response Time Requirement by Priority and Response Area on not less than 90 percent of responses.
11. Monthly Response Time Compliance Measurement and Liquidated Damages are based on Response Priority in each Response Area for Priorities 1, 2, and 3 and

based on overall compliance for Priorities 4, 5, 6, 7, and 8, as defined in Exhibit G—Response Time Compliance Standard, Exhibit H—Response Time Requirement by Priority and Response Area, and Exhibit D—Liquidated Damages.

12. Response Time Compliance is met when a measurement of 90.00% or higher is achieved based on contractual minimum requirements. Any measurement below 90.00% is considered non-compliant. Measurements will be conducted monthly for compliance reporting purposes; however, the EMS Agency expects Contractor to monitor compliance continuously throughout the month. Liquidated damages are assessed for non-compliance. The liquidated damages' structure is shown in Exhibit D—Liquidated Damages.

#### **6.4. RESPONSE TIME DEFINED**

- A. Response Time is defined as beginning at receipt of the call at the Contractor's EMS Dispatch Center, including Medical Call Dispatch Time Interval and Dispatch Queue Time Interval, and ending when the unit arrives at the scene, wheels stopped (Unit On-Scene Time), or the unit is cancelled (Unit Cancelled Time), as measured and recorded in integer minutes and seconds.

#### **6.5. CALCULATING UPGRADES, DOWNGRADES, REASSIGNMENT ENROUTE, AND CANCELLED RESPONSES**

- A. Circumstances may cause changes in a call's Response Priority classification. Response Time calculations to determine compliance with the Agreement standards and Liquidated Damages for non-compliance will be as follows:

##### **6.5.1. Upgrades**

- a. If the response is upgraded prior to the arrival on scene of the Ambulance (e.g., from Priority 3 to Priority 1), Contractor's compliance and Liquidated Damages will be determined based on the shorter interval of:
  1. Time elapsed from Dispatch Queue Time to Time of Upgrade plus the higher priority's (More Stringent) Response Time; or
  2. The original (lower priority) Response Time.

##### **6.5.2. Downgrades**

- a. If the response is downgraded prior to arrival on scene of the Ambulance (e.g., from Priority 1 to Priority 3), Contractor's compliance will be determined as follows:



1. If the time of the downgrade occurs after the Ambulance has already exceeded the more stringent (shorter) Response Time, that more stringent (shorter) Response Time shall apply (the response is late); or
2. If the time of the downgrade occurs before the Ambulance has exceeded the more stringent (shorter) Response Time requirement, the less stringent (longer) Response Time requirement shall apply. In such cases, Contractor must document the legitimate reason the downgrade occurred. This documentation shall be submitted to the EMS Agency within 10 days of the date of the call through the EMS Agency-approved call compliance adjudication process. If the downgrade was justified, in the sole discretion of the EMS Agency, the less stringent (longer) Response Time requirement shall apply.

#### **6.5.3. Reassignment Enroute**

- a. If an Ambulance is reassigned enroute to a higher priority request prior to arrival at the scene, compliance and Liquidated Damages will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an Ambulance on the scene from which the Ambulance was diverted.

#### **6.5.4. Cancelled Responses**

- a. If an assignment is cancelled prior to Ambulance arrival on the scene, Contractor's Response Time requirement will be calculated based on the Time Interval from EMS Call in Dispatch Queue Time Interval to the Unit Cancelled Time.

### **6.6. PROCEDURE FOR MEASURING LOW CALL VOLUME RESPONSE AREAS**

- A. Compliance calculations for Response Priorities 1 through 3 for any Response Area shall not be compiled until that Response Area has received a minimum of 100 requests for service. For Priorities 4 through 8, compliance calculations shall not be compiled until a total of at least 100 requests for service have been received within that specific Priority. In both cases, compliance calculations shall include the calls for the full month in which the applicable 100 call threshold has been reached. Response Time calculations will be reviewed monthly. Response Time compliance for the purpose of assessment of Liquidated Damages will not occur until 100 or more requests for service have been received.

### **6.7. RESPONSE TIMES OUTSIDE THE EOA ARE EXCLUDED**

- A. Contractor shall not be held accountable for Response Time requirements for any assignment located outside the County of Monterey EOA. Responses to requests for service outside the County of Monterey EOA Response Area will not be counted in the total number of calls used to determine compliance.

#### **6.8. EACH INCIDENT A SINGLE RESPONSE**

- A. The Response Time of the first arriving Ambulance will be used to compute the Response Time for compliance purposes on all multi-unit response incident.

#### **6.9. EOA RESPONSE AREAS REVISIONS**

- A. It is anticipated that continued population growth in the County of Monterey will result in changes in call volume within the EOA. Population growth may cause locations within the EOA to meet a different Response Area definition during the term of the Agreement. Contractor must anticipate that the Response Area boundaries at the start date of the Operational Period may need to be adjusted accordingly during the term of the Agreement to ensure high-quality, consistent service levels within the EOA are maintained. The EMS Agency and Contractor will review the call volume within the EOA at the end of the first year of the Operations Period of the Agreement and every two years thereafter, or upon request by the EMS Agency or Contractor.
- B. Contractor will be expected to adjust its Deployment Plan as needed to meet the changing service needs within the EOA.

#### **6.10. RESPONSE TIME EXCEPTION REQUESTS**

- A. Contractor shall maintain mechanisms for backup capacity or reserve production capacity to increase production should a temporary system overload persist. However, from time-to-time, unusual factors beyond Contractor's reasonable control affect Contractor's ability to meet Response Time requirements. In the monthly calculation of Contractor's performance to determine compliance with the Response Time requirements, every request originating from within the EOA shall be included.
- B. Contractor may request exceptions in the following instances:

##### **6.10.1. Multi-Casualty Incidents and Disasters**

- a. Response Time requirements may be suspended at the sole discretion of the EMS Agency during a declared Multi-Casualty Incident (MCI) or disaster in the county or during a declared disaster in a jurisdiction to which Contractor is providing Ambulance assistance at the request of the EMS Agency. The declared MCI is considered complete at the latter of either the Incident Command declaring the MCI over or upon arrival at the hospital or cancellation of the last Ambulance

utilized at the MCI.

#### **6.10.2. Good Cause Exceptions**

- a. The EMS Agency may allow exceptions to Contractor's Response Time requirements for good cause as determined at the EMS Agency's sole discretion. At a minimum, the asserted grounds for exception:
- b. Must have been a substantial factor in producing an excess Response Time;
- c. Must have been outside of Contractor's reasonable control; and,
- d. If predictable, that Contractor took reasonable steps to mitigate the asserted grounds for the exception. Examples include incorrect location information provided by calling party or Primary PSAP, inability to locate scene due to non-existent address, periods of unusual system overload, Inter-facility Transfer Overload as defined in Section 5.6.6.—Inter-facility Overload.
- e. Unusual System Overload is defined as at least double the average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior two (2) calendar year's actual run volume for that day and hour. The EMS Agency shall only grant Unusual System Overload-based exceptions if Contractor took reasonable steps to mitigate the asserted grounds for exception.
- f. Extended delays at hospitals for transferring patients to receiving facility personnel shall not be a criterion for exceptions except as noted herein. The EMS Agency will work with Contractor to ensure receiving hospitals maintain Ambulance Patient Offload Times within the standards identified in EMS System Policies, Protocols, and Procedures.
- g. Equipment failure, Ambulance failure, missing equipment, or other causes deemed by EMS Agency within Contractor's control or awareness shall not be grounds to grant an exception to compliance with the Response Time requirements.

#### **6.11. RESPONSE TIME EXCEPTION REQUEST PROCEDURE**

- A. It is the Contractor's responsibility to apply to the EMS Agency for an exception to Response Time requirements through the EMS Agency-approved call compliance adjudication process.
- B. For calls that meet the requirements in Section 6.10.—Response Time Exception Request, Contractor may submit a late call exception request to the Response Time requirements to the EMS Agency. For each call submitted, Contractor shall provide

detailed documentation to the EMS Agency and request that the EMS Agency except the late designation from the calculations. The EMS Agency will review each exception request and decide to approve or deny. By example only: For each call in which the EMS Agency approves an exception, the total number of calls will not change, and the number of late calls will decrease by one (1) and the number of on-time calls increases by one (1).

- C. The EMS Agency shall apply a reasonable person standard and shall not unreasonably withhold, condition or deny any request for an exception.
- D. Should Contractor desire to appeal the EMS Agency's decision, a written request must be submitted to the EMS Agency within ten (10) days after the decision by the EMS Agency. All decisions by the EMS Agency shall be considered final.

## **6.12. RESPONSE TIME PERFORMANCE REPORTING REQUIREMENTS**

- A. Contractor shall be responsible and capable of documenting the Time Points identified in Exhibit H—Response Time Requirements by Priority and Response Area. Documentation of other times may be required for specific activities such as Arrived at Patient Side Time, time of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities. All times on the ePCR form and in Contractor's CAD system shall be accurately recorded.
- B. Contractor will provide an interface between the CAD database and ePCR database to automatically populate fields in the ePCR as specified by the EMS Agency.
- C. Original CAD data shall not be changed by any party. Data extracted from the CAD system for the purpose of measuring compliance shall be modified and managed through an EMS Agency-approved data management utility, based upon the EMS Agency-approved Call Compliance Adjudication Process. Changing Time Points in Computer Aided Dispatch System will result in Liquidated Damages in the amounts stated in Exhibit D—Liquidated Damages.
- D. The EMS Agency and Contractor will review performance compliance for each Response Priority within each Response Area regularly.
- E. Contractor shall provide the analysis, identify the causes, and develop action plans to correct performance failures to meet the Agreement standards and work to continuously improve performance. These efforts shall be documented in reports provided to and discussed with the EMS Agency.
- F. At EMS Agency request, Contractor shall describe steps taken to reduce Extended Responses in the future.

### **6.13. RESPONSE TIME LIQUIDATED DAMAGES**

- A. Failure to comply with any Response Time performance or other requirements in the Agreement may result in damage to County. It will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor and the County agree to the Liquidated Damages specified herein. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty but shall be deemed taken and treated as reasonable estimate of the damages to the County.
- B. Liquidated Damages are based on the monthly measurement of Response Time performance for all responses within each Response Area within the County of Monterey EOA, grouped by Response Priority.
- C. Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor non-compliance under the Agreement.

### **6.14. LIQUIDATED DAMAGES ASSESSMENT FOR FAILURE TO COMPLY WITH RESPONSE TIME REQUIREMENTS**

- A. Contractor shall pay Liquidated Damages each month that Contractor fails to comply with the Response Time requirements within this Agreement. The amount of the Liquidated Damages is commensurate with the Response Time compliance percentages achieved by Contractor and quantified in Exhibit D—Liquidated Damages.

### **6.15. REPETITIVE NON-COMPLIANCE**

- A. Repetitive non-compliance is defined as Contractors' failure to achieve the Response Time requirements in any Response Priority 1, 2, 3, or 4 or in any Response Area defined herein for:
  - 1. Three non-compliant months in any six-month period; or
  - 2. Four non-compliant months in any twelve-month period.
- B. Contractor shall be required to implement a Performance Improvement Plan (PIP) (which may require the addition of Ambulance Unit Hours and changes to the system status plan) that includes a root cause analysis for any Response Area falling below 90% twice or more within a rolling six-month period. Contractor shall submit a plan of corrective action to the EMS Agency within 10 Business Days of being notified of repetitive non-compliance by the EMS Agency.
- C. Contractor shall submit its PIP for review and approval by the EMS Agency before the implementation of a corrective action plan. Contractor shall make all attempts to

comply with Response Time standards, such as system status plan adjustments or increased staffing of Ambulances to reduce the likelihood of assessing any Liquidated Damages.

- D. Contractor's failure to correct repetitive non-compliance may result in a separate assessment of Liquidated Damages as listed in Exhibit D—Liquidated Damages and/or be considered a material breach of the Agreement.

#### **6.16. CHANGES TO CALL ASSIGNMENTS OR RESPONSE AREAS BOUNDARIES**

- A. During the term of the Agreement, changes to call assignments or Response Area boundaries may be implemented on a trial basis for a period of six (6) months. During the six-month trial period, Contractor and the EMS Agency will monitor the impact of the changes. Contractor and the EMS Agency shall meet after the six-month (6) trial period to review the impact of the change. Contractor and the EMS Agency may meet earlier as needed. Based on the review, if it is determined that the changes implemented during trial period had a negative impact on the EMS System, the trial period shall end, and the changes shall be reversed. Or as agreed upon by both parties, the Agreement may be modified as needed to implement the changes.

#### **6.17. WAIVER OF LIQUIDATED DAMAGES**

- A. All Response Time Liquidated Damages shall be waived for the first six (6) months of the Operational Period of the Agreement in recognition of the complexity of an EMS System transition.
- B. Response Time Liquidated Damages may be waived for the six (6) month trial period when changes to call priority assignments or to Response Area boundaries are implemented. Waiver shall only apply to the change in call priority assignment or Response Area boundary.
- C. Response Time requirements may be suspended at the sole discretion of the EMS Agency during a declared Multi-Casualty Incident (MCI) or disaster in the county or during a declared disaster in a jurisdiction to which the Contractor is providing Ambulance assistance at the request of the EMS Agency.

#### **6.18. EQUITY IN RESPONSE TIMES THROUGHOUT THE COUNTY**

- A. Contractor shall provide a stable Deployment Plan throughout the month and be able to increase the number of Ambulances when call volume is expected to be higher.
- B. To ensure no area of the County of Monterey EOA is underserved, the EMS Agency reserves the right to monitor and periodically review any area within a Response Area or time frame within the month to ensure equity in Response Time performance. The

EMS Agency's findings will be reviewed in the Contract Compliance Working Group (CCWG). Should the EMS Agency identify pockets of inequity, it shall refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual Response Time compliance requirements, Contractor will report its mitigation strategy to the EMS Agency within ten (10) Business Days. Repeated patterns of response variation or Contractor's failure to address significant variations could constitute a breach of the Agreement.

## **7. AMBULANCE OPERATIONS**

### **7.1. FLEET VEHICLE REQUIREMENTS**

- A. At the beginning of the Operational Period of the Agreement, Contractor may utilize a combination of Type II and Type III Ambulances. During the term of the Agreement, as Ambulances need to be replaced, Contractor shall replace them with Type III Ambulances.
- B. Contractor shall ensure that all of its Ambulances meet federal and state requirements as outlined in all applicable California State Statutes and Regulations.
- C. All Contractor Ambulances must be capable of transporting patients weighing up to 700 pounds.
- D. Contractor shall develop, maintain, and submit to the EMS Agency a fleet plan that shall conform to the following requirements:
  1. Include number of Ambulances that shall be similarly configured with the capability to carry all supplies necessary to function in accordance with EMS Agency System Policies, Protocols, and Procedures.
  2. Ambulances shall utilize powered, hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients, EMTs, and Paramedics.
  3. Contractor shall have a mechanism to monitor driver safety through a driver video surveillance system.
  4. Ambulances shall be limited to a maximum mileage of 275,000 miles.
  5. Supervisor and other support vehicles shall be limited to a maximum of 275,000 miles.
  6. Ambulances, supervisor vehicles, and other support vehicles with excellent reliability may be approved for service beyond the maximum miles by the EMS Agency. Contractor may request an extension of the mileage limit. The request

shall include the proposed mileage extension and documentation of the service records for that vehicle. The EMS Agency may also approve an exception to the mileage limit due to extenuating circumstance (e.g., production delays of replacement Ambulances).

7. Ambulances used only for special event coverage may have greater than 275,000 miles with approval of the EMS Agency.
8. No more than 50% of the Ambulance fleet shall have over 100,000 miles at the start of the Operational Period of the Agreement.
9. Contractor shall maintain, throughout the term of the Agreement, a fleet of Ambulances that meets or exceeds 130% of the peak level of deployment, rounded to the next higher number of Ambulances to cover rotation for units in maintenance, with mechanical issues, undergoing repairs, for standby event coverage, strike teams, disaster response, and to back-fill Ambulances needed in the system.
10. Contractor shall prepare for the needs of special events by having an adequate number of Ambulances to cover large special events or multiple special events held on the same day without impacting system deployment coverage. The type and placement of vehicles for special events and standbys will be dictated by the individual event agreement.
11. On a monthly basis, Contractor shall provide the EMS Agency with maintenance records for all mechanical failures or mechanical problems encountered while an Ambulance was in service. The EMS Agency may require a written action plan to manage vehicle failures and reported problems.
12. Contractor shall develop and maintain a vehicle maintenance and repair plan consistent with the requirements of Section 7.5.—Vehicle Maintenance and Repair.
13. Failure to maintain a fleet that meets the requirements of this section shall result in Liquidated Damages as listed in Exhibit D—Liquidated Damages.
14. Contractor shall provide a list of Ambulances to be used in the County of Monterey operations no less than 30 days before start date of the Operational Period of the Agreement. The list shall include license number or VIN if new and license not received, year of manufacture, and mileage.
15. Proposer shall Describe its plan for reserve Ambulances to cover rotation for units in maintenance, with mechanical issues, undergoing repairs, for standby event coverage, strike teams, disaster response, and to back-fill Ambulances needed in the system.



16. Contractor shall have at least one supervisor vehicle in operation at all times to support field activities. This vehicle must be Code-3 capable. The vehicle is to be equipped with an MCD/MDT, radios, and other communication equipment necessary to support field operations. The vehicle will be stocked with medical supplies to allow the supervisor to provide ALS scope of practice, and which may also be used to restock an Ambulance to keep the Ambulance in service.
17. Contractor will utilize Ambulances that provide ergonomic protections for its personnel. The driver/passenger compartment will provide comfortable and ergonomically correct seating with adequate space for both the personnel and reasonable personal items such as a cooler for food and a bag containing personal items. The patient compartment shall be constructed to minimize potential injury to the crew and patient. The patient compartment will be of sufficient size to allow reasonable free movement of personnel in the performance of their job.
18. Contractor shall provide a dedicated Type III Ambulance specifically equipped to accommodate bariatric patients weighing up to 1,600 pounds. The Ambulance shall include an integrated winch and ramp system. Should the bariatric ambulance not be available for transport of a bariatric patient, Contractor may utilize the services of another Ambulance provider.
19. Contractor shall have the capacity to transport patients with significant communicable disease (e.g. Ebola).

**7.2. VEHICLES MUST MEET FEDERAL AND STATE LAW AND ADMINISTRATIVE RULES**

- A. Contractor shall ensure that all Ambulances and vehicles meet applicable Federal and State law and Administrative Rules at the start date of the Operational Period of the Agreement. Any Ambulances and vehicles provided under the Agreement shall meet CAAS-GVS most current standards, and relevant California Regulations, and local ordinances.

**7.3. VEHICLE APPEARANCE**

- A. The appearance of Ambulances and equipment impacts customers' perceptions of the services provided. Therefore, the EMS Agency requires that Ambulances, other vehicles, and equipment that have defects, including a cumulative appearance of being worn out, dirty, or not maintained, determined at the sole discretion of the EMS Agency, be removed from service for repair without undue delay.

**7.4. VEHICLE MARKINGS**

- A. All vehicle markings shall be consistent with California Civil Code, Sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.
- B. Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Association (NFPA) Standard 1901 (2016).
- C. Ambulances, supervisor vehicles, and support vehicles shall bear the markings "County of Monterey Emergency Medical Services" in at least four (4) inch letters on both sides.
- D. Vehicles shall display the "9-1-1" emergency telephone number and the "988" Suicide and Crisis telephone number but shall not display any other telephone number.
- E. Vehicles shall not display any advertisement.
- F. Ambulances, supervisor vehicles, and support vehicles shall be marked to identify the name of Contractor.
- G. Contractor shall utilize a uniform color, markings, lettering, and design scheme for all Ambulances and supervisor vehicles. The EMS Agency shall have the right to approve or modify the overall design, color, and lettering used for all vehicles in its sole discretion.
- H. Contractor shall receive approval from the EMS Agency, before the start date of the Operational Period of the Agreement, for all numbering, radio identification conventions, and additional signage Contractor may propose.

#### **7.5. VEHICLE MAINTENANCE AND REPAIR**

- A. Contractor shall be responsible for maintaining and repairing Ambulances, supervisor vehicles, support vehicles, and equipment used in the performance of its work.
- B. Contractor shall be responsible for all costs of vehicle maintenance and repair, including parts, supplies, spare parts, and costs of extended maintenance agreements.
- C. Contractor shall meet or exceed the maintenance standards published by the Commission on Accreditation of Ambulance Services (CAAS).
- D. Contractor shall immediately remove from service any Ambulance, supervisor vehicle, support vehicle and/or piece of equipment with any deficiency that compromises or may reasonably compromise its function or the safety of the operators or the public.

- E. Contractor shall implement an Ambulance maintenance program that is designed and conducted to achieve the highest standard of reliability appropriate to a modern high performance 9-1-1 Ambulance Services by:
  - 1. Utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of Ambulances,
  - 2. Developing and implementing standardized maintenance practices, and
  - 3. Incorporating an automated electronic maintenance program record keeping system.
- F. Contractor shall maintain detailed vehicle maintenance and repair records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Maintenance and repairs shall be performed to achieve at a minimum the industry norms in vehicle performance and reliability. Contractor shall provide EMS Agency with access to the database upon request.
- G. Maintenance records for Ambulances with mechanical failures or mechanical problems encountered while the Ambulance is in service shall be provided to the EMS Agency monthly. The EMS Agency may require a written action plan to manage vehicle failures and reported problems.
- H. Any vehicle with three mechanical failures or mechanical problems causing the unit to be taken out of service within a rolling three (3) month period, shall not be put back into service without the EMS Agency's approval.

#### **7.6. VEHICLE INSPECTION**

- A. The EMS Agency may inspect Contractor's vehicles at any time, without prior notice. If a supervisor vehicle or Ambulance fails to meet the minimum inventory requirements in EMS System Policies, Protocols, and Procedures, as determined by the EMS Agency, the EMS Agency may:
  - 1. Immediately remove the vehicle from service until the deficiency is corrected if the missing item is deemed a critical omission.
  - 2. Subject Contractor to Liquidated Damages in the amount stated in Exhibit D— Liquidated Damages.
- B. The foregoing shall not preclude dispatch of the nearest available Ambulance even though not fully equipped, in response to a life-threatening emergency, as long as it is

reasonably equipped and supplied to provide patient care as might be expected for the reported condition of the patient.

#### **7.7. VEHICLE EQUIPMENT FAILURE WHILE PROVIDING AMBULANCE SERVICES**

- A. Contractor shall report any vehicle equipment failure that occurred while responding to or transporting a patient through the Unusual Occurrence reporting process as outlined in EMS System Policies, Protocols, and Procedures. Contractor will also report any vehicle equipment failure in monthly reports to the EMS Agency for sharing with various oversight groups.

#### **7.8. VEHICLE REPLACEMENT**

- A. Ambulance replacement shall occur on a regular schedule. Contractor shall identify in its policy the maximum number of years and not to exceed 275,000 miles that an Ambulance will be retained in the EMS System. Replacement vehicles are to be new or be approved by the EMS Agency. Any replacement vehicles that are remounted must meet CAAS-GVS current standards for remounted vehicles.

#### **7.9. AMBULANCE STAFFING REQUIREMENTS**

- A. All of Contractor's ALS Ambulances shall be staffed and equipped to render ALS services. The Paramedic on-board shall be a California-licensed, County of Monterey-accredited Paramedic and shall be responsible for all care given to patients. The minimum requirement for the second staff member shall be an EMT currently certified in California and approved by the EMS Agency at the County of Monterey specified EMT-Expanded Scope of Practice level.
- B. All of Contractor's BLS Ambulances shall be staffed and equipped to render BLS services utilizing the EMT-Expanded Scope of Practice as specified in the County of Monterey EMS policies. The Ambulance shall be staffed, at a minimum, by two EMT's currently certified in California and approved by the EMS Agency at the EMT-Expanded Scope of Practice level.
- C. All CCT Ambulances rendering CCT services under the Agreement shall be appropriately staffed to meet the patient's identified clinical needs by one of the following crew configurations:
  - 1. An appropriately licensed Registered Nurse with proper credentials and a minimum of two (2) expanded scope EMTs approved by the EMS Agency. The CCT-RN must have a minimum of three (3) years' experience in a Critical Care (ED or ICU) setting and be certified in BLS, ACLS, and PALS.

2. An appropriately licensed and credentialed CCT-P and a minimum of one (1) EMT approved by the EMS Agency at the EMT-Expanded Scope of Practice level.
3. A paramedic authorized by the EMS Agency to utilize an Expanded Scope of Practice and a minimum of one (1) EMT approved by the EMS Agency at the EMT-Expanded Scope of Practice level.

#### **7.10. DEPLOYMENT PLAN**

- A. Contractor's Deployment Plan at the start of the Operational Period shall include a minimum of 2,856 weekly Unit Hours dedicated to the County of Monterey EOA. Contractor and County understand that there may be some fluctuations in the Unit Hours that Contractor actually deploys due to reasons such as employee sick calls and unexpected staffing shortages. Notwithstanding such fluctuations and the number of Unit Hours actually deployed, Contractor shall meet the performance requirements herein.
- B. Contractor shall develop, maintain, and submit to the EMS Agency a deployment plan that addresses the following requirements:
  1. Proposed number of ALS and BLS Ambulances to be deployed during each hour of the day and day of the week.
  2. 24-hour and system status management strategies.
  3. Mechanisms to meet the demand for emergency and non-emergency ambulance response during peak periods or unexpected periods of unusually high call volume including disasters and other surge events, such as a pandemic or high flu season.
  4. A process that identifies how additional ambulance hours will be added by the Contractor if the Response Time standards are not met.
  5. A map identifying proposed ambulance deployment facilities, rest areas, station(s), and/or post locations. Contractor is not required to provide ambulance stations unless providing 24-hour shifts.
  6. Workforce necessary to fully staff ambulances identified in the Deployment Plan.
  7. Any planned use of on-call crews.
  8. Ambulance shifts and criteria to be used in determining shift lengths.
  9. Any use or potential use of mandatory overtime.

10. Record keeping and statistical analysis to be used to identify and correct response time performance problems.
  11. Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- C. Contractor shall not decrease the initial ambulance Deployment Plan Unit Hours for the first year of the Operational Period of the Agreement.
  - D. Contractor will be expected to continuously refine and improve its coverage and Deployment Plan throughout the term of the Agreement. All plan modifications will be at Contractor's sole discretion and expense.
  - E. Contractor shall deploy Ambulances and other resources consistent with its written Deployment Plan. Contractor shall be required to maintain a current Deployment Plan on file with the EMS Agency during the term of the Agreement. Any changes to the Deployment Plan must be submitted to the EMS Agency for approval before implementation.
  - F. Contractor's proposed Deployment Plan and updated Deployment Plans will identify the level at which Contractor will request Mutual Aid responses within the County of Monterey EOA. The system status levels initiating a Mutual Aid response into the EOA shall be approved by the EMS Agency.
  - G. Contractor shall staff and deploy its Ambulances to achieve the Response Time performance and other performance requirements. Contractor shall also commit to modify and adjust its deployment strategies if Response Time performance does not comply with Agreement requirements, or if areas of the county are chronically experiencing delayed responses.

#### **7.11. EQUIPMENT REQUIREMENTS**

- A. Contractor shall develop, maintain, and submit to the EMS Agency a plan for maintenance, upgrade, and replacement of equipment.
- B. Contractor shall have sole responsibility for furnishing all equipment and replacement equipment.
- C. Contractor shall have the sole responsibility for furnishing on-board equipment, medical supplies and communications equipment that meets or exceeds the minimum requirements specified in EMS System Policies, Protocols, and Procedures. A listing of the required on-board equipment, medical equipment, and supplies can be found on EMS Policy #4010 Paramedic Provider Authorized Stock and Policy #4020 Authorized Stock - BLS Units, on the EMS website at [www.mocoems.org](http://www.mocoems.org).

- D. Such equipment and supplies shall be stored in the same or similar location as all Ambulances.
- E. Contractor shall restock all expendable supplies, including medications and controlled substances.
- F. Contractor agrees that equipment and supply requirements may be modified/upgraded during the term of the Agreement with the approval of the EMS Agency due to emerging changes in technology, medical practice, and research.
- G. At the start of the Operational Period of the Agreement, Contractor shall use equipment and systems that coordinate with those currently in use in the County of Monterey.
- H. Contractor shall install necessary communications equipment in all its ALS Ambulances capable of transmitting 12-lead electrocardiograms to receiving facilities, in accordance with EMS Agency specifications.
- I. Any piece of equipment with any deficiency that compromises or may reasonably compromise its function, must immediately be removed from service and remedied as soon as possible.
- J. Contractor shall maintain a reserve/back-up cache of bio-medical equipment to ensure consistent service delivery should critical pieces of equipment fail or require repair/service.

#### **7.12. EQUIPMENT MAINTENANCE**

- A. Contractor shall maintain all bio-medical equipment to the recommendations of the manufacturer, the Joint Commission, or the equivalent. All costs of compliance testing, maintenance, and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties shall be at Contractor's expense.
- B. Contractor shall maintain detailed equipment maintenance and repair records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Maintenance and repairs shall be performed to achieve at a minimum the industry norms in equipment performance and reliability. Contractor shall provide EMS Agency with access to the database upon request.
- C. Contractor shall report any equipment failure through the Unusual Occurrence reporting process as outlined in EMS System Policies, Protocols, and Procedures.

Contractor will also report any equipment failure in monthly reports to the EMS Agency for sharing with various oversight groups.

## **8. CLINICAL REQUIREMENTS**

### **8.1. CLINICAL OVERSIGHT**

- A. The EMS Agency shall furnish the services of a system EMS Medical Director, pursuant to California Health and Safety Code, Section 1797.202. The EMS Medical Director shall exercise the authorities and responsibilities provided in California Health and Safety Code, Sections 1797 through 1799, including Section 1797.220.
- B. The EMS Agency, through Base Hospital Physicians, shall provide online medical control to field personnel 24 hours a day, 7 days a week, 52 weeks a year.
- C. Contractor shall maintain a formal agreement with its own DEA registrant for the procurement of controlled substances and for oversight of Contractor's narcotics management program. Contractor shall maintain the services of a California licensed physician throughout the term of the Agreement. Any lapse in having a DEA registrant shall be reported to the EMS Agency immediately.
- D. Contractor shall maintain a controlled substance tracking and control policy that complies with all applicable federal, state, and local laws, ordinances, rules, regulations, and EMS System Policies, Protocols, and Procedures.
- E. Contractor's personnel functioning under the specifications in this Agreement have the right and professional responsibility to interact directly with the EMS System's medical leadership (EMS Medical Director, base and receiving hospitals, and EMS Agency personnel) on all issues related to patient care.
- F. Contractor shall develop and maintain a controlled substance tracking and control policy that complies with all applicable federal, state, and local laws, ordinances, rules, regulations, and with EMS System Policies, Protocols, and Procedures.

### **8.2. CLINICAL TREATMENT PROTOCOLS**

- A. The EMS Agency, under the direction of the EMS Medical Director, periodically reviews and revises medical protocols with input from system participants. Current EMS System Policies, Protocols, and Procedures, including medical protocols, are available on the EMS Agency's website at: <http://www.mocoems.org/>.
- B. Contractor shall comply with all EMS System Policies, Protocols, and Procedures, as well as all other requirements and standards established by the EMS Medical Director and EMS Agency.



### **8.3. QUALITY MANAGEMENT**

#### **8.3.1. Dedicated Quality Management Personnel**

- a. Contractor's quality management program shall be incorporated into every layer of its operations.
- b. Contractor shall provide a full-time senior manager dedicated to the County of Monterey EOA who is responsible for the ongoing organization-wide quality management programs, including oversight and management of key performance indicators.
- c. Contractor's Key Personnel will complete training in the principles of Just Culture or other similar training as approved by County prior to the start date of the Operational Period of the Agreement.

#### **8.3.2. Comprehensive Quality Improvement (QI) Program**

- a. Contractor shall develop and maintain a comprehensive QI program that meets the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement) and EMS System Policies, Protocols and Procedures.
- b. The QI program must be an organized, integrated, multidisciplinary approach to the assessment of prehospital emergency medical response, clinical care, and customer service satisfaction designed to improve the provision of patient care and outcomes.
- c. Contractor's QI program shall include methods to measure performance, identify areas in need of improvement, develop and implement improvement plans, and evaluate the results.
- d. Contractor shall submit its QI program for EMS Agency approval no less than 60 days before the start date of the Operational Period of the Agreement.

#### **8.3.3. Ongoing QI Requirements**

- a. Contractor shall submit an updated QI plan annually. The EMS Agency will review the plan for appropriateness to regulatory requirements and the Contractor's operations. Contractor will make any needed revisions in consultation with the EMS Agency.
- b. Contractor shall participate in the EMS Agency's quality improvement initiatives, including making available relevant records for program monitoring and evaluation.

- c. Contractor shall participate in research initiatives, clinical trials or pilot programs to improve patient care and realize system efficiencies as initiated and approved by the EMS Agency.
- d. Contractor shall develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the QI program identifies a need for improvement. If the area identified as in need of improvement includes clinical issues, Contractor shall collaborate with the EMS Medical Director.
- e. Contractor shall submit all required reports to demonstrate how Contractor has remained compliant with clinical standards and benchmarks.
- f. Contractor shall submit all data that would permit the EMS Agency to participate in the California EMS System Quality Core Measures Project, the Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA), and Mission: Lifeline.
- g. Additional reports may be required as a part of the local QI programs including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, sepsis, choking, childbirth, pain management, customer satisfaction, pediatric patient care, medication errors, EMT and Paramedic skills retention, complaint resolution, employee satisfaction, and safety.

#### **8.3.4. Clinical Innovations**

- a. Contractor shall routinely work with the EMS Agency's staff and the EMS Medical Director to identify data-driven service innovations to elevate the level of clinical care.
- b. Innovations can be, but are not limited to, clinical audit and evaluation tools, use of new technology or medications, patient assessment and care processes, clinical training methodology, provider feedback, data analysis, and QI methods.

#### **8.3.5. Clinical Care Review Processes**

- a. Contractor shall participate in comprehensive clinical care and PCR review to identify individual and overall opportunities for clinical treatment improvement. This review is expected to drive training and education and improve overall patient care.

### **8.4. CLINICAL PERFORMANCE MEASUREMENT**

#### **8.4.1. Customer Service and Experience Quality**

- a. Contractor shall maintain a third-party survey tool approved by the EMS Agency to poll patients regarding their experiences with the services provided by Contractor.
- b. Contractor's survey tool shall follow Health Insurance Portability and Accountability Act (HIPAA) guidelines to protect privacy.
- c. Contractor's survey shall include the proposed percentage of patients to receive surveys and the timeframe from encounter to issuance of the survey.
- d. Contractor and EMS Agency will work together to develop and establish a standardized mechanism for reporting survey results during the Transition Period and before the start of the Operational Period.
- e. The EMS Agency will review and evaluate the results of the Contractor's patient satisfaction survey quarterly.

#### **8.4.2. Clinical Scorecard System**

- a. The EMS Agency is a strong proponent of the Institute for Health Improvement's (IHI) focus on the "Triple Aim"—1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. As such, the EMS Agency places significant importance on providing a high level of patient care beyond arriving at the patient's side in a timely manner.
- b. To maintain high-quality EMS delivery, the quality of the clinical care that Contractor provides to patients will be routinely measured and will serve as a key tool to determine Contract compliance.
- c. Measurement of clinical performance will be conducted through a Clinical Scorecard system developed by the EMS Agency and Contractor that defines clinical key performance indicators (KPIs). Clinical KPIs are considered to have a direct impact on the health and safety of patients within the EMS System and are based upon standards set by data-driven research and/or respected EMS organizations.
- d. Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon clinical performance standards.
- e. Contractor shall work with the EMS Agency to develop an electronic reporting method for measurement of the metrics included in the Clinical Scorecard. The data submission platform shall show the Clinical Scorecard metrics in real-time and shall be approved by the EMS Agency.

- f. Contractor's clinical performance shall be measured quarterly.
- g. Contractor may be required to provide additional reports beyond the Clinical Scorecard by the EMS Agency.

#### **8.5. CLINICAL KEY PERFORMANCE INDICATORS**

- A. The goal of the EMS Agency is to ensure the delivery of quality clinical care that addresses the medical needs of all patients. To meet this goal, the EMS Agency has established clinical key performance indicators (KPI's) to evaluate Contractor's clinical performance.
- B. A clinical KPI must meet three (3) factors. A clinical KPI selected for use in the Clinical Scorecard must be measurable by the system, manageable by the Contractor, and meaningful to the patient.
- C. The EMS Agency has identified four (4) Categories of Care for which specific KPIs will be developed and measured:
  - 1. General
  - 2. ST Elevation Myocardial Infarction (STEMI)
  - 3. Stroke, and
  - 4. Trauma
- D. During the Transition Period, The EMS Agency and Contractor will begin to work together to establish Contractor's baseline level of clinical performance and performance standards based on the timeline outlined below:
  - 0-3 months: The EMS Agency and Contractor shall build the data measurement system that will be utilized to assess Contractor's performance.
  - 3-6 months: The EMS Agency and Contractor shall test the data measurement system to establish Contractor's baseline compliance rates, and as needed, refine the Clinical Scorecard.
  - 6-9 months: The EMS Agency and Contractor shall collect data, develop standards of performance, provide education and training, implement, and assess measurement system and initial compliance rates.
  - 9-12 months: The EMS Agency and Contractor shall examine performance, address deficiencies (if any) by providing additional training, test improvement methods, finalize thresholds, and establish underperformance requirements which may include Liquidated Damages.
- E. Contractor shall work with the EMS Agency to monitor ongoing performance against

established thresholds, implement processes and training to improve performance, and to re-evaluate performance on a regular basis.

- F. The EMS Agency may revise the clinical KPIs as needed based on clinical research, performance, EMS System changes, and/or the EMS Agency's QI processes.

#### **8.6. CLINICAL KEY PERFORMANCE INDICATORS LIQUIDATED DAMAGES**

- A. Failure to comply with any clinical Key Performance Indicator (KPI), or other requirements in the Agreement will result in damages to the County. It will be impracticable to determine the actual amount of damage, whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, Contractor and the County agree to the Liquidated Damages specified in Exhibit D—Liquidated Damages.
- B. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County. Chronic failure to comply with the clinical performance requirements may constitute material breach of Contract and may result in the termination of the Agreement.
- C. Isolated instances of individual deviations of clinical performance standards may be considered instances of minor non-compliance with the Agreement and will be addressed as outlined in EMS Agency Policy.
- D. The Clinical Scorecard developed by the EMS Agency and Contractor as described in Section 8.4.2.—Clinical Scorecard System shall contain the Clinical Performance metrics for which the EMS Agency may levy Liquidated Damages for failure to comply with KPIs. The percentage for compliance shall be reflected in the Clinical Scorecard developed by the EMS Agency and Contractor. The Clinical Scorecard included as Exhibit I to this Agreement is being provided for illustration purposes only. In collaboration with Contractor, the EMS Agency may periodically update clinical KPIs to reflect current clinical standards.
- E. The EMS Agency will assess Liquidated Damages quarterly.
- F. For any instance of underperformance of the same metric for three (3) consecutive months, Contractor will be required to conduct a comprehensive performance improvement review process that includes identification of the root cause of the underperformance and recommendation for corrective action. Contractor shall be required to develop a performance improvement plan and submit it to the EMS Agency within ten (10) Business Days following completion of the comprehensive performance improvement review process. The EMS Agency will review the proposed plan and provide further recommendation as necessary prior to the approval

of any proposed plan. The EMS Agency's Medical Director will have final approval of the performance improvement plan prior to implementation.

## **8.7. CLINICAL PERFORMANCE EXEMPTION REQUESTS**

- A. Contractors shall develop and maintain mechanisms to routinely monitor and address clinical performance deficiencies. However, it is understood that from time-to-time unusual factors beyond Contractor's reasonable control may affect the achievement of specified clinical performance standards.
- B. In some cases, clinical performance deficiencies can be excused from the calculation of the Clinical Scorecard and Liquidated Damages. Exemptions shall be for good cause only, as determined by the EMS Agency.
- C. Equipment failure, staff competence, staff training, or other issues deemed to be within Contractor's control or awareness shall not be grounds to grant an exemption to compliance with the clinical performance compliance standards.
- D. Exemptions may include, but are not limited to, proper documentation of the following:
  - 1. Major Disaster/State of Emergency.
  - 2. Known shortage of a medication or supply that Contractor reported to the EMS Agency in a manner consistent with EMS Agency policy.
  - 3. Verified equipment failure with appropriate documentation of reporting and resolution.
  - 4. Base Hospital direction to provide care outside of EMS Agency policies and/or protocols.
  - 5. Patient declination of treatment.
  - 6. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
  - 7. Unusual circumstances that prohibited the routine delivery of medical care as outlined in EMS Agency policies and protocols (e.g., an unsafe scene, HAZMAT incident, etc.).
  - 8. Higher priority concerns take precedence (e.g., scene safety).

## **8.8. CLINICAL CARE PROVIDED BY ANOTHER AGENCY ON-SCENE**

- A. Contractor shall not be held accountable for the clinical care provided by other agencies on-scene unless that care was provided at the direction of Contractor (or Contractor's representative).

#### **8.9. EXEMPTION REQUEST PROCEDURE**

- A. The monthly calculation of Contractor's performance to determine compliance with clinical performance standards shall include every request for service unless the EMS Agency has granted an exemption for a response or group of responses.
- B. It is Contractor's responsibility to routinely monitor clinical performance and apply to the EMS Agency for an exemption to a required clinical performance metric, utilizing the EMS Agency-approved method.
- C. If Contractor feels that any response or groups of responses should be excluded from the calculation of clinical performance compliance due to unusual factors beyond Contractor's reasonable control, Contractor must provide the EMS Agency with detailed documentation for each actual response in question and request that the EMS Agency exclude these elements of care from the Clinical Scorecard calculations.
- D. Contractor shall submit requests for exemptions to the EMS Agency in writing within ten (10) Business Days following the end of the response in question. The EMS Agency will not consider a request for an exemption received after ten (10) Business Days.
- E. The EMS Agency will review each exemption request, decide whether to approve or deny the request, and notify Contractor of the determination. The EMS Agency's decision shall be final.

#### **8.10. CLINICAL PERFORMANCE REPORT**

- A. Contractor and the EMS Agency shall review compliance with clinical requirements on a quarterly basis.
- B. On an annual basis, Contractor shall compile and present a report to the EMS Agency's Emergency Medical Care Committee (EMCC) regarding Contractor's compliance with clinical performance standards.
- C. Contractor's report to the EMCC shall include information pertaining to any innovative clinical programs initiated during the reporting period.
- D. Contractor's report to the EMCC shall also include information regarding workforce retention and efforts undertaken to minimize employee turnover.

- E. The EMS Agency and Contractor shall work together to determine the format and timeline for the report.

## **9. EMS SYSTEM ADAPTABILITY AND ENHANCEMENTS**

- A. County recognizes that changes in regulations, research-based best practices, economics, and other factors requires innovation on the part of all EMS providers to improve efficiency of the EMS System, control cost, improve response to requests for service, and to provide appropriate care for the patient. Contractor will be relied upon to not only adapt to these changes but to help lead innovation in the provision of services under this Agreement.
- B. During the term of the Agreement, Contractor shall work with the EMS Agency in the development and implementation of services and solutions to provide appropriate pathways to care for those who access the 9-1-1 system. will enhance the EMS System and provide added value to the community.
- C. During the term of the Agreement, Contractor shall collaborate with the EMS Agency to identify opportunities for innovations and meet with the County to determine the scope of any new program, in accordance with State statute, regulations and local polices. These programs, services, and alternative solutions may include but are not limited to:
  - 1. Improvements in EMD
  - 2. Exploration of a communication center nurse triage system (e.g., 9-1-1 Nurse Navigation) or IAED's Emergency Communication Nurse System (ECNS)
  - 3. Field Telemedicine
  - 4. Implementation of Rapid SOS
  - 5. Transportation Management Platform
  - 6. Changes in Response Time standards, Response Priorities, and/or Response Areas within the EOA, and
  - 7. Modification of the deployment of Ambulances and personnel.
- D. Solutions to improve clinical care proposed during the term of the Agreement shall be based on clinical evidence, proven quality improvement processes, or scientific research.
- E. Patients with behavioral health needs represent a significant challenge related to patient transfer from a local hospital to an appropriate behavioral health facility. Local hospitals often face tight windows for getting the patient to the facility before losing the available



bed for the patient. Contractor will work with the EMS Agency, County of Monterey Behavioral Health Bureau, and local hospitals to plan for the management of Inter-facility Transfers of behavioral health patients from the hospital to other facilities for continued care in an effort to meet the needs of behavioral health patients for interfacility transport while balancing the needs of hospitals for bed space and easing the burden on the Ambulance provider to provide interfacility transport services for these patients.

- F. The following principles shall guide future enhancement programs that may be proposed and implemented during the term of the Agreement:
1. Programs should be goal-directed, meeting a defined need of a specific patient population in a local community as articulated by local stakeholders and supported by formal health needs assessments, and be financially efficacious.
  2. Enhancements should also be team-based, integrating multiple providers, both clinical and non-clinical, to meet the holistic needs of patients served by the program.
  3. All services, solutions, and programs shall be medically guided, approved by the EMS Medical Director, and shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety.
  4. Any solution requiring communication center systems, if implemented, shall integrate EMD protocols and shall be approved by the EMS Medical Director.

#### **9.1. MEDICAL PILOT PROJECTS & RESEARCH**

- A. During the course of the Agreement, Contractor may propose a pilot or research project as per EMS Agency Policies #6160 Research Studies and #6170 Pilot Programs. All pilot programs must be approved by The EMS Medical Director and the EMS Agency and in accordance with State statute and regulations.

### **10. PERSONNEL**

#### **10.1. TREATMENT OF INCUMBENT WORKFORCE**

- A. Contractor shall comply with the employment retention requirements for employees of the incumbent Ambulance Services provider as per County of Monterey Resolution No. 23-497 consistent with the California Health & Safety Code, Division 2.5, Section 1797.230.

#### **10.2. CHARACTER, COMPETENCE, AND PROFESSIONALISM OF PERSONNEL**

- A. Contractor shall establish a quality workforce of clinically competent employees, who are appropriately certified, licensed and/or accredited for their positions. Field

- personnel with bilingual skills reflecting the cross section of languages spoken in Monterey County are highly valued. Contractor should strive to ensure a workforce in alignment with the communities served.
- B. Contractor's employees will operate in a professional and courteous manner. All Contractor employees shall be competent to perform their assigned duties and shall, at all times, hold the appropriate licenses, certifications, and accreditations as required for their positions.
  - C. Before an employee can start providing services, Contractor shall conduct a fingerprint-based criminal record check, a DMV records check and other human resources verification as necessary, of each employee to ensure that Contractor is aware of any factors that could be related to an individual's performance in an EMS system.
  - D. Contractor shall establish and maintain a process for pre-employment drug testing, physical agility, and related pre-employment testing of potential employee.
  - E. Contractor shall establish and maintain policies and labor relations agreements requiring employees to be free from the influence of alcohol, or any other substance known to impair motor skills and cognitive ability, while on duty.
  - F. Contractor shall establish and maintain policies for investigation and enforcement of violations related to items in this section, to include, at a minimum, random and post-incident substance testing, an employee assistance program, and multi-step rehabilitation program, as needed.
  - G. Contractor shall have a random and post-incident illicit substance testing requirements for all personnel who provide services under this Agreement.
  - H. Contractor shall submit any badges, patches, or insignia proposed as part of the uniform for EMS Agency approval no less than 60 days before the start date of the Operational Period of the Agreement.

### **10.3. KEY PERSONNEL**

- A. Contractor shall directly employ all Key Personnel. Key Personnel shall be full-time employees of Contractor but are not required to be solely dedicated to EMS operations within the County of Monterey, except as specified in Section 10.3.—Key Personnel. The EMS Director, Medical Director, and EMS Agency staff shall have direct access to these individuals.
- B. Contractor's Key Personnel are listed in Exhibit J –Contractor's Organizational Chart.
- C. Contractor shall maintain on file with the EMS Agency a current organizational chart

- D. Contractor shall report changes to the organizational chart and provide an updated organizational chart to the EMS Agency within five (5) Business Days of the change.
- E. Replacement Key Personnel must meet the minimum job qualifications, training, and credentialing standards for their respective Key Personnel position.
- F. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement, the County shall be entitled to review and approve the proposed replacement. Such review shall include verification of resume and a completed background check by Contractor to be shared with EMS Agency. Such approval shall not be unreasonably withheld.

#### **10.3.1. Key Personnel Functions**

##### **a. Overall Operations**

Contractor shall employ a qualified individual to oversee and be wholly responsible for the overall function of Contractor's County of Monterey EOA Ambulance Services and all ancillary services. This individual shall be responsible for the Agreement for Advance Life Support (ALS), Basic Life Support (BLS) Ambulance Services, Inter-facility Transfer, Critical Care Transport (CCT), Standby, and Communication and Dispatch Services performance and compliance. This individual shall have prior proven experience managing an Ambulance Services operating under a 9-1-1 emergency Ambulance Services performance and response time requirement Agreement. This individual shall be a champion of quality management and ensure all upper-level management positions are properly trained and participate in Contractor's Quality Management Program.

##### **b. Day-to-Day Operations**

Contractor shall employ a qualified individual who is responsible for Contractor's day-to-day EMS and Ambulance operations. This individual shall be dedicated to the County of Monterey EOA operations.

##### **c. Clinical Quality and Performance Management**

1. Contractor shall employ a Paramedic or registered nurse who is highly experienced in EMS and/or in emergency and critical care, to implement and oversee Contractor's Quality Management program. This position shall have a direct collateral reporting relationship to the EMS Medical Director. This individual shall be trained in Just Culture or a similar program, experienced in quality improvement programs, and successfully complete the NAEMSE Level 1 instructor course prior to the start date of the Operational Period of the

Agreement.

2. This individual shall be responsible for the clinical quality improvement activities of all services provided pursuant to this Contract. This individual will have sufficient authority and ability to directly conduct clinical investigations and the authority to take appropriate corrective action. This individual shall be dedicated to the County of Monterey EOA operations.

**d. Clinical Education/Training**

Contractor shall employ qualified personnel to provide clinical education and training, training of Field Training Officers, and training and coordination of Paramedic preceptors under the direction of the individual responsible for clinical quality and performance management. Clinical Education personnel shall have significant experience in the field provision of EMS. Personnel in this position shall have completed the NAEMSE Level 1 instructor courses prior to the start date of the Operational Period of the Agreement and have an active Paramedic or RN license. This position has a direct collateral reporting relationship to the EMS Medical Director.

**10.4. EMS Dispatch Center Personnel**

- a. Contractor shall employ a qualified individual who is certified in IAED Emergency Medical Quality Assurance (EMD-Q) who will be responsible for the overall management and performance compliance of the EMS Dispatch Center.

**10.4.1. EMS Dispatch Center Personnel Supervision**

- a. Contractor shall ensure that an EMS Dispatch Center Supervisor or a Shift Lead Dispatcher is available on site 24 hours a day, 7 days a week, 52 weeks a year, for direct supervision of all MPDS and dispatch-related operations at the designated EMS Dispatch Center.
- b. The EMS Dispatch Supervisors or Shift Lead Dispatchers shall be both operationally experienced and protocol knowledgeable leaders in MPDS and dispatch procedures, who shall serve as Contractor's on-duty EMS Dispatch contact. Accordingly, Contractor's EMS Dispatch Center Supervisors or Shift Lead Dispatchers must be IAED-certified EMD-Qs who are qualified in the supervision of complex systems as demonstrated through extensive training and practical experience.

**10.5. EMS Field Personnel Supervision**

- A. Contractor shall deploy EMS Supervisors such that no less than one (1) EMS Supervisor is available 24 hours a day, 7 days a week, 52 weeks a year, deployed in

an emergency response supervisor vehicle. At least one EMS Supervisor shall normally be deployed in the field and not routinely used for administrative work, such as scheduling.

- B. The EMS Supervisors shall be both operational and clinical leaders, who serve as Contractor's on-duty EMS Field Commander. Accordingly, Contractor's EMS Supervisors must be licensed and locally accredited Paramedics who are qualified in the management of large and complex emergencies as demonstrated through extensive, relevant training and experience.
- C. Contractor's EMS Supervisors shall be authorized Ambulance Strike Team Leaders (ASTL) and have completed Federal Emergency Management Institute (FEMA) Incident Command System (ICS) series 100, 200, 300, and 400, and National Incident Management System (NIMS) courses 700, and 800.

#### **10.6. Personnel Licensure, Certification and Training Requirements**

- A. All Contractor's Ambulance, supervisory, and communications personnel responding to Ambulance Services requests shall be currently and appropriately licensed, accredited, certified and/or credentialed, as appropriate, to practice in the County of Monterey. All required credentialing for Contractor's personnel shall remain current. Contractor's personnel whose credentialing expires shall not be allowed to provide EMS services within the County of Monterey EMS System until their credentialing is current. Contractor shall notify the EMS Agency within one (1) Business Day of any Contractor personnel whose credentials have expired. Contractor's use of any person without current and proper license or credentials for his/her position shall be subject to Liquidated Damages as specified in Exhibit D—Liquidated Damages.
- B. Contractor shall always retain on file copies of the current and valid licenses and/or certifications of all emergency medical personnel performing services under this Agreement. EMS Agency certification/licensure requirements may be downloaded from the EMS Agency website, at: [www.mocoems.org](http://www.mocoems.org). State requirements may be downloaded from [www.emsa.ca.gov](http://www.emsa.ca.gov). Should these requirements change during the term, Contractor will maintain the then current standards.
- C. Contractor shall participate in the DMV Employer Pull Notice Program. Contractor shall submit to the EMS Agency its policies for managing employees who have driving license privileges suspended or revoked no less than 45 days before the start date of the Operational Period of the Agreement.

#### **10.7. COMMITMENT TO PERSONNEL**

##### **10.7.1. Employee Wellness Program**

- a. Contractor shall develop, maintain, and submit to the EMS Agency a comprehensive employee wellness program that, at a minimum, includes the following:
  1. Make Counseling services available to employees. Counseling services shall be provided by professionals with specific expertise and experience helping EMS and public safety employees.
  2. Provide employees with access to mental/psychological wellness services and resources including peer counselors and a team lead that is a Mental Health Professional that are trained in facilitating Critical Incident Stress Management (CISM) debriefing.
  3. Provide employees stress management tools, suicide prevention resources and professional counseling services.
  4. Provide employees with counseling, advice, diet, nutrition, and exercise services.
  5. Establish other programs that will protect the safety and health of its workforce. These shall include driver-training, safety, and risk management training.

#### **10.7.2. Posting Practices**

- a. Contractor shall provide appropriate accommodations for 24-hour employees and clean and safe rest areas in geographically diverse areas of the county. Stations and rest areas should be located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, the facilities shall:
  1. Be compliant with OSHA/Cal OSHA regulations,
  2. Be climate-controlled (air conditioning and heat),
  3. Have adequate and comfortable seating to accommodate a complete on-duty crew,
  4. Have at least one (1) operable toilet, sink, and microwave as well as a desk and task chair,
  5. Have capability to enable patient care charting and upload of documents,
  6. Have adequate accommodations to meet the needs of nursing mothers, and

7. For 24-hour employee stations, have sleeping quarters to accommodate 24-hour personnel.

#### **10.7.3. Meal and Comfort Breaks**

- a. Contractor shall develop and implement a plan for meal and comfort breaks for field and dispatch/communications personnel.
- b. Contractor shall submit such plan to the EMS Agency no less than 60 days before the start date of the Operational Period of the Agreement.

#### **10.7.4. Work Schedules**

- a. Contractor shall develop and maintain a detailed and comprehensive work schedule for EMT's, Paramedics, dispatchers, and Supervisors to ensure optimum response that will account for, but not be limited to: shift schedules, mandatory time off, mandatory hours worked in a row, hold over provisions, rotation of shift schedules, mechanisms to monitor employees work hours and Unit Hours, schedules to address skill degradation, and Unit Hour Utilization (UHU) monitoring practices.
- b. Contractor shall submit its work schedule to the EMS Agency no less than 60 days before the start date of the Operational Period of the Agreement.

#### **10.7.5. Fatigue Risk Management**

- a. Contractor shall develop and maintain a comprehensive Fatigue Risk Management program, based on evolving evidence and research, that ensures EMS clinicians assigned to provide Ambulance Services are well rested and not unduly fatigued when on duty.
- b. Contractor shall submit its initial Fatigue Risk Management program to the EMS Agency no less than 60 before the start date of the Operational Period of the Agreement and no later than 30 days after changes to the plan have been made during the term of the Agreement.
- c. Contractor shall provide the EMS Agency with a report regarding employee fatigue monitoring in a form acceptable to the EMS Agency. The format and frequency of reporting shall be agreed upon by the EMS Agency and Contractor.

### **10.8. INTERNAL RISK MANAGEMENT/LOSS CONTROL PROGRAM**

- A. Education and intentional prevention of conditions in which accidents occur is the best mechanism to avoid injuries to Contractor staff and patients. To this end, Contractor shall develop, and submit to the EMS Agency for approval, a

comprehensive health, safety, and loss mitigation program no less than 90 days before to the start date of the Operational Period of the Agreement. At a minimum, the program should include:

1. Pre-screening of potential employees (including drug testing)
2. Initial and on-going driver training
3. Lifting technique training
4. Hazard reduction training
5. Situational awareness training
6. Personal safety/managing assaultive and threatening behaviors training
7. Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues, and involvement of employees in planning and executing its safety program.
8. Planning for safety and risk mitigation program that will include, at a minimum:
  - a. Gathering data on all incidents that occur within Contractor workforce.
  - b. Analyze the data to find causative factors and determine preventive measures.
  - c. Devise policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.
  - d. Provide initial and ongoing training on those practices and interventions.
  - e. Gather safety information as required by OSHA.
  - f. Demonstrate ability to implement training and corrective action on safety related incidents, should they occur.
  - g. Provide safe equipment and vehicles.
  - h. Monitor the results of employee compliance or non-compliance with the safety plan and refine the plan as new information becomes available.

#### **10.9. PERSONAL PROTECTIVE EQUIPMENT (PPE)**



- A. Contractor shall provide PPE and other equipment, including PPE for universal precautions for routine care, and uniforms and personal protective gear, to employees working in hazardous environments such as infectious disease environments, rescue operations, and motor vehicle accidents, etc., as required by State statute and regulations and local policies. PPE shall include appropriate head, eye, ear, respiratory and flesh protection for employees and high visibility apparel jackets for use on highways. High visibility apparel shall comply with ANSI/ISEA 107-2015 Type P standards.
- B. Contractor shall ensure that all personnel are trained in the use of PPE and fit tested when appropriate.
- C. Contractor's policies and procedures should clearly describe the routine use of appropriate PPE on all patient encounters.

#### **10.10. EMPLOYEE SATISFACTION AND DEVELOPMENT**

- A. Contractor shall develop, implement, and maintain an ongoing process for assessing the engagement and satisfaction level of employees. This process shall produce qualitative and quantitative KPIs for employee satisfaction. Contractor shall work with the EMS Agency to determine the frequency at which the survey will be conducted, and the results submitted to the EMS Agency.

#### **10.11. DISCRIMINATION NOT ALLOWED**

- A. During the performance of the Agreement, Contractor agrees that it will comply with all applicable provisions of federal, state, and local laws and regulations prohibiting discrimination.
- B. Contractor warrants that it will fully comply with Title VI and VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA) and all other regulations promulgated thereunder.
- C. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, disability, national origin, sex, sexual orientation, or age.
- D. Contractor will take affirmative action to ensure that employment is offered and that employees are treated during employment without regard to their race, color, national origin, religious affiliation, sexual orientation, age, sex, disability, genetic information, marital status, gender identity, gender expression, HIV/AIDS status, medical condition, political activities or affiliation, military or veteran's status, status as a victim of domestic violence. Such action shall include but is not limited to the following: employment-upgrade, demotion, or transfer; recruitment or recruitment

advertising; lay-off or termination; rates of pay or other forms of compensation; and selection, including apprenticeship.

#### **10.12. COMMUNICABLE DISEASE SAFETY AND INFECTION PREVENTION PROGRAM**

- A. Contractor shall comply with all regulatory requirements for occupational safety and health, including but not limited to infection control, blood borne pathogen protection, and TB prevention.
- B. Contractor shall adopt procedures that meet or exceed all requirements for protecting employees. These procedures shall emphasize aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).
- C. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.
- D. Contractor shall make available, at no cost to its employees in high-risk roles, all currently recommended immunizations and health screenings.

#### **10.13. TITLE 8 COMPLIANCE**

- A. Contractor shall comply with all requirements of California Code of Regulations, Title 8, including standards relating to Injury and Illness Prevention Programs, the California OSH Act, Bloodborne Pathogen and Hepatitis Protection Standards, and toilet facilities.

### **11. TRAINING AND CONTINUING EDUCATION**

- A. Contractor shall ensure that all Ambulance, dispatch, and supervisory personnel maintain current training, licenses, certifications, and accreditations as defined in the Agreement and as prescribed in EMS System Policies, Protocols, and Procedures. The EMS Agency may revise training requirements during the term of the Agreement as educational or training requirements/needs change.

#### **11.1. LEARNING MANAGEMENT SYSTEM REQUIREMENT**

- A. Contractor shall supply a Learning Management System (LMS), approved by the EMS Agency, capable of electronically delivering training courses.
- B. Contractor's LMS must retain training and EMS continuing education records for no less than four (4) years and shall meet the requirements of California Code of Regulations, Title 22, Chapter 3.5 and EMS System Policies, Protocols, and

Procedures.

## **11.2. ORIENTATION AND ON-GOING IN-SERVICE TRAINING REQUIREMENTS AND MECHANISMS**

### **11.2.1. Field and EMS Dispatch Personnel Training and Orientation**

- a. Contractor shall develop, maintain, and submit to the EMS Agency a training and orientation plan that describes how it will effectively train and orient all field and EMS Dispatch Center personnel to the County of Monterey EMS System before assigning them to work. Such training and orientation plan shall minimally include:
  1. EMS System Policies, Protocols, and Procedures.
  2. Clinical standards and performance requirements of the Agreement.
  3. Clinical documentation standards.
  4. EMS System overview, including EOA, First Responders, response areas, and zones.
  5. Contractor's Deployment Plan.
  6. Use and function of the ePCR system.
  7. Radio communications with and among the provider agency, First Responders, hospitals, and EMS Dispatch centers.
  8. Area familiarization including key landmarks, routes to hospitals and other major receiving facilities within the county and in surrounding areas.
  9. Ambulance and equipment utilization and maintenance.
  10. EMS Dispatch Center familiarization and MPDS overview.
  11. Provider's policies and procedures.
  12. Requirements of state and federal law.
  13. Bariatric patient movement and transport.
- b. Contractor's personnel training and orientation shall include an EMS System orientation provided by or approved by the EMS Agency

- c. Contractor shall provide documentation of an effective process for ensuring timely, accurate, and accountable communications with personnel regarding changes in EMS System Policies, Protocols, Procedures, or precautions.
- d. Contractor shall make reasonable efforts to include periodic presentations by key stakeholders, including but not limited to local hospitals, fire agencies, law enforcement agencies, County of Monterey Behavioral Health Bureau, and ECD, with whom EMS Dispatch Center and field staff often interact and who can expand Contractor's personnel understanding of the local EMS Systems and the collaborations that exist with stakeholders.
- e. During the term of the Agreement, Contractor shall submit changes to the initial plan made to the EMS Agency no later than 30 days after changes to the plan have been made.

#### **11.2.2. Continuing Education (CE) Program**

- a. No less than 60 days before the start of the Operational Period, Contractor shall apply for and receive approval as an EMS Continuing Education Provider (CE Provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 13.5 and County of Monterey EMS Policy 220 EMS Continuing Education Provider.
- b. During the term of the Agreement, Contractor shall maintain continuous approval as an EMS Continuing Education Provider (CE Provider), as defined in California Code of Regulations, Title 22, Division 9, Chapter 3.5 and County of Monterey EMS System Policy 2220 EMS Continuing Education Provider.
- c. All in-house or sub-contracted in-service education and training programs offered for CE credit must comply with applicable state regulations and EMS System Policies, Protocols, and Procedures.
- d. Contractor shall provide and focus training content to address local system needs. The EMS Medical Director may mandate specific continuing education program and content requirements. The EMS Agency may review and audit any continuing education programs offered by Contractor.
- e. Contractor shall ensure that relevant training courses are offered to assist field and dispatch personnel in maintaining certification/licensure/accreditation as defined in California Code of Regulations, Title 22, Division 9, Chapters 3.1, 3.3, and 3.5, EMS System Policies, Protocols, and Procedures, and, to the extent possible, shall be built upon observation and findings derived from Contractor's and EMS Agency's QI program.

- f. Contractor shall develop, implement, and maintain a plan for ensuring that personnel receive all required CE hours and ensuring the accuracy and integrity of all CE offerings and recordkeeping, including their process for ensuring attendance at required CE and verifying the accuracy of the records of the personnel in attendance.
- g. Contractor shall make its in-service education programs available for its employees at no cost. Contractor is encouraged to make its clinical education and training program available to First Responders and other EMS System partners at no cost.

### **11.2.3. Ongoing Training Plan**

- a. No less than 30 days before the start of the Operational Period, Contractor shall provide the EMS Agency with a training plan to ensure compliance with training and certification requirements appropriate for each position within the organization. At a minimum, the training plan shall delineate the programs that will be provided and who will provide the training. Training should include, but not be limited to, topics such as:
  - 1. Preparation for and response to Mass/Multiple Casualty Incidents, including active shooter incidents.
  - 2. Incident Command System (ICS) Training to include ICS-00, ICS-200, IS-700, and IS-800.
  - 3. ICS-300 and ICS-400 training for supervisors.
  - 4. Behavioral emergency training, including training or preventing the escalation of potentially volatile situations.
  - 5. Assaultive Behavior Management and appropriate use of physical restraints.
  - 6. Clinical documentation.
  - 7. Cultural Competence Training.
  - 8. Infection Control and environmental factors Training and proper use of PPE.
  - 9. Critical Incident Stress Management (CISM)/Resilience Training.
  - 10. Tactical First Aid/TEMS First Responder Operational (FRO) level Training.
  - 11. HIPAA/HITECH/CCMIA Compliance Training.
  - 12. Compliance Training.

13. Hazardous Material Incident Awareness and Response (HAZMAT) Training.

14. Resiliency training related to provider-specific mental health.

- b. Contractor shall maintain an on-going driver training program for Ambulance Services provider personnel. The program, number of instruction hours, and the system for integration into the Contractor's operation will be reviewed and is subject to approval by the EMS Agency initially and on an annual basis thereafter. Main county streets and use of GPS and map reading shall be an integral part of driver training.
- c. Training and skill proficiency are required at initial employment with annual training refresher and skill confirmation.

## **12. MASS/MULTIPLE-CASUALTY INCIDENTS (MCI) AND MEDICAL DISASTERS**

### **12.1. MCI/DISASTER PREPAREDNESS**

- A. Contractor shall actively participate in developing, training, planning, exercising, and evaluating MCI and medical disaster plans and medical disaster capabilities for the County of Monterey Operational Area and Region II. This includes identifying local staff having responsibility for MCI disaster planning and providing field personnel and transport resources for participation in any EMS Agency-approved disaster drill in which the disaster or MCI plan is exercised.
- B. Contractor shall develop an internal disaster plan to accommodate staffing, supplies, deployment, communications, and maintenance of normal operations for a minimum of a 72-hour period.

### **12.2. CONTINUITY OF OPERATIONS PLANNING**

- A. Contractor shall develop and be capable of implementing a Continuity of Operations Plan (COOP). The COOP will comprehensively describe Contractor's continuity of business plans, including scaling efforts for management of incidents or disasters that disrupt Contractor's normal ability to provide emergency medical services and scaling efforts to normal business continuity following a disaster.
- B. Contractor shall submit its COOP to the EMS Agency for approval no less than 60 days before the start date of the Operational Period of the Agreement and within 15 Business Days after the plan has been updated during the term of the Agreement.

### **12.3. DISASTER RESOURCES**

- A. Contractor shall house, manage, staff, and maintain ready for deployment, within two hours of receiving a request for Mutual Aid, one or more EMSA state-issued Disaster Medical Support Unit (DMSU). The DMSU will be ready for deployment within two (2) hours of receiving a request for Mutual Aid. This includes deploying the unit when requested by the EMS Director, or, if unavailable, the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) Mutual Aid system. This vehicle shall not be used in routine, day-to-day operations, but shall be kept in good working order and available for emergency response to the disaster site or other location as needed. This vehicle may be used to carry personnel and equipment to a disaster site or other location. The DMSU may be used to support incidents within the County of Monterey Operational Area.
- B. Contractor shall create and maintain on site within the County of Monterey, medical supply and equipment inventories of no less than 21 days necessary for Ambulance operations.
- C. Contractor shall utilize best efforts to fulfill requests from the RDMHS, or the MHOAC, as approved by the EMS Agency, for Ambulance Strike Team (AST) leaders or staffed Ambulances. Contractor shall ensure that assigned AST members and leaders have received appropriate training.

#### **12.4. MCI/DISASTER NOTIFICATION PROCEDURES**

- A. Contractor shall develop and continuously maintain the capability to immediately alert and/or recall off duty personnel during an MCI or widespread disaster.
- B. Contractor shall maintain a mechanism in place to communicate information to appropriate EMS Agency personnel during MCIs, disaster responses, hazardous materials incidents, and other unusual occurrences.

#### **12.5. MCI/DISASTER RESPONSE**

- A. Contractor shall cooperate fully with the EMS Agency in rendering emergency assistance during disasters, or in MCI responses as identified in the EMS Agency's plans.
- B. In the event County declares a disaster within the county, upon request, Contractor will deploy at least one management employee to the designated Emergency Operations Center or Medical Coordination Center (when activated) to act as a liaison.
- C. In the event County declares a disaster, or in the event the EMS Agency directs Contractor to respond to an out-of-county disaster, normal operations may be

suspended at the discretion of the EMS Agency, and Contractor shall respond consistent with the MCI or disaster plan.

#### **12.6. MUTUAL AID COORDINATION**

- A. To the extent units are available and consistent with its primary responsibility to provide Ambulance and emergency medical services, with EMS Agency and/or MHOAC approval, Contractor will render “Mutual Aid” to adjacent jurisdictions.
- B. Contractor shall maintain documentation of the number and the nature of Mutual Aid responses it makes outside of the EOA, and the number and the nature of Mutual Aid responses made by other agencies to calls originating within the EOA.

#### **12.7. CONTRACTOR’S USE OF MUTUAL AID**

- A. Contractor shall enter into EMS Agency-approved Mutual Aid agreements for the occasional use of Mutual Aid to respond to calls within and outside the EOA.
- B. Contractor may use Mutual Aid to augment, but not replace, the services that Contractor provides pursuant to this Agreement. Contractor shall utilize Mutual Aid in instances when Contractor is not likely to meet the response time standard of Priority 1 and 2 calls and the health/life of the patient is at risk.
- C. In instances when an ambulance providing mutual aid has started responding to a Priority 1 or 2, call and the call is later downgraded to a Priority 3, the ambulance providing mutual aid should continue responding to the call. Contractor should use its own resources to respond to calls where the ambulance will initially be dispatched Priority 3.
- D. Contractor shall be responsible for Response Time Compliance in instances when Contractor requests Mutual Aid under this section.

### **13. EMS SYSTEM PARTICIPATION**

#### **13.1. PARTICIPATION IN EMS SYSTEM DEVELOPMENT**

- A. Contractor shall support and cooperate in EMS activities such as public information campaigns, committee meetings, and work groups. Contractor agrees to participate in the development of system enhancements to improve operational components of the EMS System.
- B. Contractor shall collaborate and cooperate with the EMS Agency in the development of standards and practices for improvement of patient care.

#### **13.2. COLLABORATION AND COMMUNICATION WITH FIRST RESPONDERS**



- A. Contractor shall designate from among its Key Personnel a single individual as its primary liaison for First Responder Agencies within the service area.

### **13.3. TRAINING, EXERCISES, AND DRILLS**

- A. Upon request of the EMS Agency, Contractor shall participate in EMS-related emergency and disaster exercises and drills, and other interagency trainings. This participation may include the use of staffed Ambulances and EMS Supervisors.
- B. Upon request from the EMS Agency, Contractor shall participate in EMS System-related joint First Responder/Ambulance training programs and mandatory in-service trainings and assist the EMS Agency with the support, coordination, and logistics of such sessions.
- C. Contractor shall make registration for its scheduled continuing education events available to County of Monterey First Responders' Agency personnel. Enrollment and attendance shall be based on space availability.
- D. Contractor shall develop and implement policies permitting County of Monterey First Responder Agencies to schedule time on Ambulances to fulfill training, internship, and accreditation requirements.
- E. Contractor shall offer education opportunities for EMT students to participate in ride-alongs and field internships on Contractor's Ambulances.
- F. Contractor shall provide preceptors and internships for Paramedic students enrolled in Paramedic training programs. Students from programs located in the County of Monterey, or students who work within the County of Monterey's EMS System, shall have priority over those from out-of-county training programs.

### **13.4. RETURN OF PERSONNEL ASSISTING DURING TRANSPORT**

- A. Contractor shall develop, maintain, and provide to the EMS Agency, a written policy outlining its commitment and proposed methods to return First Responder and hospital personnel in a timely fashion if they assist Contractor during transport from scene or hospital.
- B. Contractor shall take reasonable measures to ensure that the vehicle returning First Responder or hospital personnel is not assigned to another call until it has completed the return of First Responder or hospital personnel.

### **13.5. FIRST RESPONDER SUPPLY RESTOCK AND PURCHASE PROGRAM**

- A. Contractor shall develop and maintain a written policy and processes to exchange reusable medical supplies and restock disposable ALS and BLS medical supplies and pharmaceuticals, other than narcotics, used by First Responders that do not charge the patient or their insurance for services. Exchange will be on a one-for-one basis, when treatment has been provided by First Responder personnel and patient care is assumed and transport provided by Contractor's personnel. Contractor shall also exchange, on a one-for-one basis, supplies used by first response Paramedic service providers that do not charge for services when the patient receives ALS care with no transport and/or under an approved treat and refer program. This exchange program shall include but be limited to:
  1. All non-narcotic medications
  2. Vascular access supplies, such as catheters, IV tubing, and IV fluids
  3. Oxygen administration supplies
  4. Bandaging and trauma supplies
- B. Contractor shall be responsible for the costs in resupplying on a one-for-one basis, the disposable medical supplies of First Responder Agencies used on Contractor-transported patients within the EOA for those first response agencies that do not charge for services. Contractor shall not resupply those First Responder Agencies that charge for services.
- C. Contractor shall allow authorized First Responders Agencies participating in the EMS System to purchase disposable and reusable clinical supplies, pharmaceuticals other than narcotics, equipment and capital items through Contractor's purchasing and materials management system. Contractor shall develop and maintain a policy to allow this practice and to specify the terms and conditions for its use, which Contractor shall submit as a policy to the EMS Agency no less than 30 days before the start date of the Operational Period of the Agreement. This policy shall specify any charges to the First Responder Agency in addition to Contractor's actual cost (and mark up if any) for purchasing and delivering such transactions.
- D. Contractor's policy and processes to exchange and/or restock reusable medical equipment and supplies must comply with all state and federal laws, including the Drug Supply Chain Security Act (DSCSA).
- E. Contractor shall not stock or provide items to First Responders that are not included in the EMS Agency Policies, Protocols, and Procedures. Contractor is not responsible to restock items that it does not utilize on its Ambulances or items from a manufacturer that may be different than its own stock.

### **13.6. STAND-BY SERVICES FOR GOVERNMENT AGENCIES**

- A. Contractor shall provide to the EMS Agency, or requesting government agency, Ambulance Stand-by Services at the scene of an emergency incident where an imminent life threat is determined by the Incident Commander.
- B. Contractor shall dedicate unit placed on standby for the incident. Dedicated stand-by periods of less than two hours shall be provided at no charge. Dedicated stand-by periods exceeding two (2) hours shall require Duty Officer or MHOAC approval.

#### **14. COMMITMENT TO LOCAL COMMUNITY**

- A. The County of Monterey is committed to building a more just and equitable community. This commitment begins with ensuring equity in access to and quality of services. It is the policy of the County of Monterey Health Department that all programs, services and care are designed, implemented, evaluated, and delivered in a manner that advances health equity, improves quality, and helps eliminate health and healthcare disparities. The EMS Agency has also identified access to culturally responsive EMS care as one of the top priorities within our community.
- B. The EMS Agency has identified three primary long-term equity-related outcomes to be addressed during the term of the Ambulance:
  - 1. Developing a diverse EMS workforce that reflects the composition of the community.
  - 2. Ensure and improving the quality of EMS care and the EMS patient experience through providing culturally responsive and linguistically appropriate services, and
  - 3. Conducting community outreach to identify and address barriers in service and communication and implement community-level interventions to improve the use and outcomes of the EMS system.
- C. Contractor shall examine cultural competence of its EMS services and use a framework to identify and improve structures and processes that support health equity for all individuals and communities.
- D. Contractor shall ensure the provision of EMS services is delivered without prejudice or unconscious bias. Contractor shall develop internal mechanisms to assess for bias, whether implicit or unconscious, in the provision of EMS service. Contractor shall develop and maintain internal education and awareness programs to address any perceived or actual deficiencies in this area.

##### **14.1. ENHANCING HEALTH EQUITY AND CULTURAL COMPETENCE**

- A. Contractor shall ensure field and dispatch staff are provided training regarding health care inequities specific to the populations served within the county.
- B. Contractor shall ensure field staff shall be issued and have access to an electronic language device with speech to text capabilities, which includes language identification, or access to a 24/7 live translation line, to provide communication capabilities for non-English languages known to be spoken individuals, groups, or communities within the County of Monterey.
- C. To the extent possible, Contractor shall make patient-facing documents (e.g., service refusal, signature page of ePCR), billing documents, fee reduction program documents) available in the languages known to be spoken by individuals, groups, or communities within the County of Monterey.
- D. Contractor will work with the EMS Agency to ensure the provision of EMS services are conducted in a manner that is equitable for all patients, ensuring all those who call for service receive the same level of clinical excellence.
- E. Contractor shall provide Clinical Scorecard Data in a disaggregated format to assist in the evaluation of service delivery and clinical excellence equity as described in Section 8. —Clinical Requirements. The EMS Agency and Contractor will work collaboratively to establish a format for data presentation.

#### **14.2. COMMUNITY EDUCATION**

- A. Contractor shall annually plan and implement a definitive and collaborative community education program. This program shall include identification of and presentations to key community groups which influence the public perception of the EMS system's performance. Examples of potential elements of an educational program include but are not limited to: Conduct citizen CPR training events, participation in EMS week and other educational activities involving prevention, system awareness, and appropriate utilization of the EMS System.
- B. Contractor is encouraged to maximize educational opportunities by using social media platforms.
- C. Contractor shall work collaboratively with the EMS Agency, other EMS providers, community organizations, and groups to expand opportunities for community education and to improve the scope of the community education.
- D. By no later than November 30<sup>th</sup> of each year, Contractor shall submit its plan for community education programs for the coming year to the EMS Agency for review and approval. The plan shall describe intended partner organizations for collaborative efforts in community education. Changes to the approved community education programs shall require EMS Agency approval.

### **14.3. PATIENT SATISFACTION SURVEYS**

- A. Contractor shall perform patient satisfaction surveys and shall report results of the survey to the EMS Agency as described in Section 8.4.1.—Customer Service and Experience Quality.

### **14.4. LOCAL PRESENCE, SERVICE INQUIRIES, AND COMPLAINTS**

- A. No less than 90 days before the start date of the Operational Period of the Agreement, Contractor shall open a local headquarters in the County of Monterey, staffed with Key Personnel. Contractor shall maintain a local headquarters in the County of Monterey throughout the term of this Agreement.
- B. No less than 30 days before the start of the Operational Period, Contractor shall establish a web-based customer service portal to provide answers to frequently asked questions and receive customer feedback, including submittal of questions, praise, complaints, and suggestions. The portal shall permit anonymous submission of complaints. Each item submitted shall be counted with a unique identification number and date/time stamp.
- C. No less than 60 days before the start of the Operational Period, Contractor shall develop a customer service plan and shall maintain a customer service plan throughout the term of the Agreement. The plan shall include the process to receive and respond to questions, concerns, and suggestions. The plan shall describe how phone calls, e-mails, and written correspondence are received, routed internally, and responded to.
- D. Contractor's customer service plan shall be compliant with the EMS Agency's policy on Unusual Occurrence Report submission.
- E. Contractor shall electronically log all inquiries and service complaints.
- F. Contractor shall develop and maintain a mechanism for patients to provide feedback regarding the care they receive.
- G. Contractor shall electronically submit to the EMS Agency monthly, a summary of all service inquiries/complaints received and their appropriate disposition/resolution.

## **15. FINANCIAL REQUIREMENTS**

### **15.1. COMPENSATION AND METHOD OF PAYMENT**

- A. Contractor shall receive income from patient charges.

- B. Contractor shall charge and collect the rates set forth in Exhibit B – Ambulance Services Rates for the services provided under this Agreement. In accordance with California legislation on rates and balance billing, i.e., AB716, the County and LEMSA find that regulating ambulance service fees is necessary to ensure availability, sustainability, and adequacy of ambulance services in the County. The fees set forth in this Agreement are established and approved by the County and LEMSA exercising sound legislative judgment and shall be the only fees to be charged and collected in the County for both private and public ambulances. Except for compassionate care, the rates set forth in this Agreement shall be the County mandated rates and the Contractor shall charge and collect these fees..
- C. The EMS Agency will subsidize Contractor’s cost of using Peripheral Ambulance Services providers not to exceed \$150,000 annually in this Agreement. Contractor is responsible for any additional cost to utilize Peripheral Service Providers.
- D. Contractor shall not charge more than the approved rates. Patient charges must take into consideration the cost of providing care to indigent and under-insured patients.

## **15.2. RATE ADJUSTMENTS**

- A. Annual rate adjustments will be available to Contractor to ensure a sustainable Ambulance Services throughout the term of the Agreement.
- B. Annual rate adjustments will be available following completion of the first year of the Operational Period of the Agreement and annually thereafter throughout the term of the Agreement.
- C. Contractor shall submit a rate adjustment request to the EMS Agency no later than 30 days following completion of the first year of the Operational Period of the Agreement and annually thereafter. Contractor shall submit the necessary documentation to substantiate the rate adjustment. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix.
- D. The rate adjustment will be 3% plus the Consumer Price Index (CPI), as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month-period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose. The annual rate adjustment will not exceed a total of 8%.
- E. In the event changed circumstances beyond the control of Contractor increase Contractor’s costs of providing services, or substantially reduce its revenue, Contractor may submit request for a special adjustment to rates charged to patients to mitigate the financial impact of such changed circumstances. The changed circumstances shall be quantifiable and well documented to demonstrate that Contractor was unable to mitigate the circumstances causing the reduction in revenue

or increased cost of service. Failure to adequately estimate the cost of providing Ambulance Services will not be considered a cause of changed circumstances.

- F. Contractor shall submit its request for special adjustment to charges to patients related to the changed circumstances to the EMS Agency when changed circumstances can be documented and quantified. Contractor shall submit the necessary documentation to substantiate the need for a rate adjustment. Such documents may include but are not limited to audited financial statements, collection rate, and payor mix.
- G. The EMS Director shall review special rate adjustments due to change in circumstances and shall make a recommendation for or against or suggest another rate to the Board of Supervisors, who have final authority to approve or deny the special rate adjustment due to changed circumstances.
- H. Contractor's annual pre-tax profit shall not exceed 10% of net revenue. If pre-tax profit per the Contractor's annual audited financial statements exceeds 10%, the EMS Agency will implement a review of ambulance rates to determine whether any adjustment on rates, costs, or wages may be necessary.

### **15.3. FINANCIAL HARDSHIP**

- A. Contractor shall have a written Financial Hardship/Compassionate Care Program, which shall apply to patients who do not have medical insurance or have limited financial capacity. This policy for this program shall describe the process of identifying patients that qualify for financial hardship consideration, the process to inform the patient of the program and contact information for the program.
- B. The Financial Hardship/Compassionate Care Program shall include the qualification requirements and process for payment forgiveness, billing discounts, account write-offs, and payment options to include extended payment at low to no rate of interest.
- C. Contractor shall develop a "Financial Statement" form to be used in the Financial Hardship/Compassionate Care Program. This form and all information it contains shall be considered confidential and used only for the purpose of this program.

### **15.4. BILLING/COLLECTION SERVICES**

- A. Contractor shall develop, implement, and maintain a billing and collection policies and procedures that are easy to understand and audit, are customer friendly, and include an appeal process that delays sending the account to collections during the resolution process.
- B. Contractor shall operate a billing and accounts receivable system that is well documented, easy to audit, and which minimizes the effort required of patients to recover from third-party pay sources for which they may be eligible. The billing and

accounts receivable process shall be “consumer friendly” to minimize complaints and undue stress on the customer. The billing system shall:

1. Electronically generate and submit Medicare and Medicaid claims.
  2. Be capable of responding to patient and third-party payer inquiries regarding the submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
  3. Identify any itemized medical supplies, if applicable.
- C. Contractor shall not attempt to collect its fees for service at the time of service.
- D. Contractor shall conduct all billing and collection functions under the Agreement in a professional and courteous manner and in compliance with federal, state, and local law.
- E. Contractor shall make arrangements to effectively communicate with callers who speak languages other than English.
- F. Contractor shall create an appeals process that allows the consumer sufficient time for appeal of claims that are denied or not fully paid to go through governmental and private insurers appeals processes before being sent collections.
- G. Contractor shall work cooperatively with the EMS Agency and Health Department to maximize revenue from Medi-Cal Managed Care and Fee for Service programs.
- H. Contractor shall respond to patient and third-party payer inquiries regarding billing, submission of insurance claims, dates and types of payments made, and other inquiries.

#### **15.5. ACCOUNTING PROCEDURES**

- A. Contractor shall maintain separate financial records, in accordance with Generally Accepted Accounting Principles, for services provided pursuant to the Agreement.

#### **15.6. AUDITS AND INSPECTIONS**

- A. The EMS Agency shall have the right to review all direct and material business records including financial records of Contractor specifically pertaining to this Agreement.
- B. In accordance with applicable laws, all direct and material business records shall be made available to the EMS Agency at Contractor’s local office or other mutually agreeable location. The EMS Agency may audit, copy, make transcripts, or otherwise



reproduce such records, including but not limited to confidential patient records, contracts, payroll, inventory, personnel and other records, daily logs, and employment agreements.

- C. On a quarterly basis, on a date agreed upon by Contractor and the EMS Agency, Contractor shall provide the EMS Agency with financial statements showing operating results by major service line (Basic Life Support, Advanced Life Support, Inter-facility Transfers, Critical Care Transport). These financial statements shall include amounts billed, amounts collected, and expenses for each service line.
- D. On an annual basis, on a date agreed upon by Contractor and the EMS Agency, Contractor shall provide the EMS Agency with audited financial statements by certified public accountants for Contractor's Ambulance Services operations in the county. Contractor will provide access to senior finance department members to address any questions that remain unresolved by the audited financial statements.
- E. The EMS Agency may require Contractor to provide periodic reports in the format specified by the EMS Agency to demonstrate billing compliance with relevant rules and regulations and adherence with approved and specified rates.
- F. On an annual basis, on a date agreed upon by Contractor and the EMS Agency, or whenever updated, Contractor shall provide the EMS Agency with its cost allocation plan.

## **15.7. OTHER FINANCIAL REQUIREMENTS**

### **15.7.1. Payments and Charges**

- a. Contractor shall be required to pay service fees to the EMS Agency in accordance with the cost of Contract compliance monitoring and other associated costs identified below.

<b>Fee Type</b>	<b>Amount</b>	<b>Frequency</b>
RFP Cost Recovery	\$150,000	One time Due upon execution of Agreement
Administrative Oversight and Monitoring Fee (ongoing) (Section 15.7.1.(c))	\$150,000 (Year 1 of the Operational Period)	Annual fee to be paid in four installments
Pro-rata share of Electronic Patient Care Record and Assignment Data System (ongoing) (Section 15.7.1.(e))	\$84,184 (year 1 of the Operational Period)	Annually
FirstWatch, Online Compliance Utility (ongoing)	\$229,931.08 \$39,707.93	Year 1 Year 2

(Section 17.5.A)	\$41,693.33 \$43,778.00 \$45,966.90	Year 3 Year 4 Year 5
Radio Infrastructure (ongoing)	\$60,614.42	Annually (year 1)

- b. Contractor is responsible for a pro-rata share of the costs of regulation, oversight, administration, quality improvement, and EMS System infrastructure as identified herein.
- c. ***Administrative Oversight and Monitoring Fee.*** Contractor shall reimburse the EMS Agency for a portion of EMS Agency's cost to provide administrative oversight and monitoring of Contractor's performance. The portion to be reimbursed by Contractor on the first year of the Operational Period is \$150,000 to be paid in four installments. This amount is less than the actual cost to the EMS Agency to provide these services.  
  
County represents that this payment shall be less than or equal to the County's actual costs to provide LEMSA and associated information systems. No funds shall be used by the County in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
- d. The Administrative Oversight and Monitoring fee and the Peripheral Service Provider fee shall be adjusted annually based on the annual Consumer Price Index (CPI), as recorded by the Department of Labor, Bureau of Labor Statistics CPI) as of the previous twelve (12) month-period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose.
- e. Contractor's share of the ***Electronic Patient Care Record and Assignment Data System***, (ongoing cost) shall be adjusted when the cost of the subscriptions for these systems is increased.
- f. The pro-rata share of the cost of the Electronic Patient Care Record and Assignment system shall be calculated using the formula established in Section 17.6.—Essential Electronic Patient Care Record and Assignment Data System.

#### 15.7.2. Liquidated Damages

- a. Contractor shall pay Liquidated Damages as specified the Agreement and as summarized in Exhibit D—Liquidated Damages. The EMS Agency shall render its invoice for any Liquidated Damages to Contractor within 30 calendar days of the EMS Agency's receipt of Contractor's monthly performance reports.
- b. Contractor shall pay the EMS Agency on or before the 30th calendar days after receipt of the invoice for Liquidated Damages. Any disputes of the invoiced

amounts should be resolved in this thirty-day period. If they have not been resolved to the EMS Agency's or Contractor's satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.

### **15.7.3. Irrevocable Letter of Credit**

- a. At the execution of the Agreement, Contractor shall furnish an irrevocable letter of credit in the amount of Five Million dollars (\$5,000,000 USD) in the form attached hereto as Attachment 3—Irrevocable Letter of Credit. The letter of credit shall be issued by any of the following financial institutions:
  - Bank of America
  - Citibank
  - Wells Fargo
  - JP Morgan Chase
  - US Bank
  - Other such financial institution reasonably acceptable to the County (hereafter the "Financial Institution")
- b. The letter of credit shall be maintained by Contractor in full force and effect during the entire period of performance under the Agreement. The following shall be express and explicit conditions precedent to the County exercising any rights under the letter of credit: (i) that the County declared Contractor in Material Breach; (ii) the Contractor failed to cure the Material Breach within the cure period; (iii) the County has provided Contractor with written notice to terminate this Agreement; and (iv) the Agreement was terminated.
- c. Contractor acknowledges that if the Issuer (as defined in the letter of credit) notifies the County that the letter shall not be extended or renewed, and Contractor does not provide a substitute letter of credit in a form acceptable to the County in its sole and absolute discretion within forty-five (45) days of such notice, Contractor shall be deemed in breach of the Agreement and the County shall be entitled to draw upon the letter of credit.

### **15.7.4. Performance Guarantee**

- a. If Contractor's RFP proposal is evaluated based on the combined financial strength of both Contractor and its parent company (American Medical Response, Inc.), Contractor, concurrently with Contractor's execution of the Agreement and as a condition precedent to the effectiveness of the Agreement, shall deliver an original guaranty executed by Contractor's parent company ("Performance Guarantee") in the form attached as Attachment 4—Performance Guarantee.

## **16. COMPLIANCE WITH FEDERAL LAWS AND STATE REQUIREMENTS**

### **16.1. FEDERAL HEALTHCARE PROGRAM COMPLIANCE REQUIREMENTS**

- A. Contractor shall comply with all applicable Federal laws, rules, and regulations for the operation of its enterprise and its Ambulance Services. This includes compliance with all laws and regulations relating to the provision of services to be reimbursed by Medicare, Medi-Cal, and other government-funded programs.

### **16.2. MEDICARE AND MEDI-CAL PROGRAM COMPLIANCE**

- A. Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing, and collection processes.
- B. Contractor's Compliance Program shall adhere to the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

### **16.3. HITECH/HIPAA FEDERAL PROGRAM COMPLIANCE REQUIREMENTS**

- A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the current rules and regulations enacted by the US Department of Health and Human Services. The three major components of HIPAA include:
- Standards for Privacy and Individually Identifiable Health Information,
  - Health Insurance Reform: Security Standards, and
  - Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations will be reported immediately to the EMS Agency along with Contractor's actions to mitigate the effect of such violations.

### **16.4. CCMIA/STATE COMPLIANCE REQUIREMENTS**

- A. Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, Ambulance Services, and those associated with employees, including

the California Confidentiality of Medical Information Act (CCMIA). Contractor shall also comply with County policies, procedures, and protocols and EMS System Policies, Protocols, and Procedures.

## **16.5. OTHER REQUIREMENTS**

- A. A Contractor intending to utilize a subcontractor to provide contracted services shall comply with the requirements of Health & Safety Code 1797.230 and 1797.231. Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County, County shall not convey any rights to the assignee.
- B. The EMS Agency and Contractor recognize that new or emerging State and Federal laws and/or regulation may impact the current agreement. In those cases, where State and/or Federal law and/or regulations substantially affect the operation or provisions of the Agreement in a material manner, both parties agree to meet and confer in good faith to resolve the specific issue so that the original intent of the Agreement is retained, to the extent possible.

## **17. PERFORMANCE MONITORING, DATA COLLECTION AND REPORTING REQUIREMENTS**

### **17.1. PERFORMANCE MONITORING**

- A. This is a High-Performance Agreement, which will require Contractor to achieve and maintain high levels of performance and reliability. To this end, the EMS Agency and Contractor shall meet regularly to monitor performance.

### **17.2. DATA COLLECTION AND REPORTING REQUIREMENTS**

- A. Contractor shall provide detailed operational, clinical, dispatch, and administrative data to facilitate retrospective analysis, in the form and frequency requested by the EMS Agency.
- B. Within fifteen (15) Business Days after the first day of each calendar month, Contractor shall provide the EMS Agency with data in an electronic format and reports pertaining to its performance during the preceding month as it relates to Response Time, clinical, dispatch, operational, customer complaints/resolutions, and financial performance as stipulated in the Agreement. Reports other than Response Time compliance may be requested less frequently than monthly.
- C. By no later than November 30<sup>th</sup> of each year calendar year, Contractor and the EMS Agency shall review the list of required reports, their frequency and due dates.

Reports shall minimally include those reports listed in Exhibit E—List of Reports and Other Deliverables.

- D. Reporting requirements may change from time to time with EMS Agency approval.

### **17.3. DISPATCH COMPUTER/DATA SYSTEM INTERFACE**

- A. Contactor shall utilize a data management system that interfaces with the ECD CAD and shall include security features that prevent unauthorized access or retrospective adjustment and provide full audit trail documentation.
- B. Contractor shall provide the EMS Agency 24-hour access to all data maintained by Contractor's CAD or other Data System(s) as necessary to analyze demand and determine deployment procedures.
- C. Contractor agrees to allow EMS Agency, at Contractor's expense, to install an interface with the CAD or other Data System(s) to collect and monitor computer-aided dispatch information and patient care reports.
- D. Contractor, in conjunction with the EMS Agency, shall establish procedures to fully automate the reporting requirements.
- E. Contractor's interface made available to the ECD, and the EMS Agency shall provide real-time monitoring of Contractor's Ambulance data screens and at a minimum provide the location and status of active Ambulance calls, pending calls, location and status of Ambulances and crews.

### **17.4. FAILURE TO PROVIDE TIMELY REPORTS**

- A. Contractor's failure to timely provide performance and other reports, including failure to provide Unusual Occurrence reports, within the time required by EMS System Policies, Protocols, and Procedures, or failure to provide/transmit ePCR reports to hospitals as required in EMS System Policies, Protocols, and Procedures, will result in Liquidated Damages as stated in Exhibit D—Liquidated Damages.

### **17.5. EMS SYSTEM MONITORING**

- A. Contractor shall be financially responsible to purchase the FirstWatch products, including FirstWatch OCU and First Pass, licensed to the EMS Agency. Contractor will be expected to pay all costs for data source integration to include initial implementation costs, ongoing annual support, and maintenance fees for its own use and the use of the EMS Agency. The FirstWatch platform for data management utility monitoring and reporting system, may include the following modules: First Pass, Online Compliance Utility, Hospital Status Dashboard, Academy Analytics,

Reports, Performance Plus, and Threat Assessment. The electronic access shall also include real-time monitoring of CAD/data and ePCR interface systems.

- B. Contractor shall have 24-hour access to the FirstWatch products, FirstWatch OCU, and First Pass licensed to the EMS Agency. FirstWatch license may include the following modules: First Pass, Online Compliance Utility, Hospital Status Dashboard, Academy Analytics, Reports, Performance Plus, and Threat Assessment. The electronic access shall also include real-time monitoring of CAD/data interface systems.
- C. Contractor shall provide the EMS Agency 24-hour access to any additional data management utility monitoring and reporting system utilized for the purpose of monitoring performance and compliance, as well as general and quality improvement data analysis and syndromic surveillance. Monitoring dashboards shall be configured to the extent possible as specified by the EMS Agency.

#### **17.6. ESSENTIAL PATIENT CARE RECORD AND ASSIGNMENT DATA**

- A. Contractor shall utilize an electronic patient care record (ePCR) system that is compliant with the current NEMSIS Data Standards, meets the requirements of the state, and is approved by the EMS Agency for patient documentation on all EMS System responses including first response, patient contacts, cancelled calls, and non-transports.
- B. Contractor's electronic patient care record (ePCR) system shall be in place no less than 60 days before the start date of the Operational Period of the Agreement. The ePCR system shall be thoroughly tested and ready for use no less than 30 days before the start date of the Operational Period of the Agreement.
- C. Contractor's personnel shall ensure that each ePCR is accurately completed to include all information required by established EMS System Policies, Protocols, and Procedures, which can be found on the EMS website at [www.mocoems.org](http://www.mocoems.org).
- D. Contractor shall complete and submit all ePCRs in accordance with EMS Agency System Policy #6180, as it may be revised from time to time, which can be found on the EMS website at [www.mocoems.org](http://www.mocoems.org).
- E. Contractor shall provide the EMS Agency, Base Hospitals, and Receiving Hospitals with access to patient care records in computer-readable format suitable for statistical analysis. Records shall contain all information documented on the ePCR for all EMS System responses, as stipulated in EMS System Policies, Protocols, and Procedures.
- F. Contractor shall be required to provide other data points, which the EMS Agency may request, including any needed modifications to support EMS System data collection.

- G. Contractor shall work with the EMS Agency and local hospitals to implement and maintain a Health Data Exchange (HDE).
- H. Should Contractor use the EMS Agency's existing ESO data system, the EMS Agency will make that data system available to Contractor at the Pro-rata Cost of that system, based upon the following formula:

$$(\# \text{ of EMS ePCRs} / \text{All EMS ePCRs}) \times \text{Total Annual Cost}$$

- I. Based upon the FY23-24 number of ePCR in the EMS System, Contractor's Pro-rata Cost for the County of Monterey ESO Data System is approximately \$84,184. This cost may vary annually, based on proportion of total number of ePCRs.
- J. Should Contractor utilize a data system other than ESO, Contractor shall:
  - 1. Bear all costs and responsibility to seamlessly integrate its data system into the County of Monterey EMS Data System.
  - 2. Comply fully with the requirements of EMS System Policies, Protocols, and Procedures relating to data and data management, to the satisfaction of the EMS Agency.
  - 3. Ensure that its electronic health record system can be seamlessly integrated with the EMS Agency's data system, so the EMS Agency may collect data from Contractor for performance monitoring, QI, and to provide data and reports to the EMS Authority and other entities as needed. Seamlessly means that the process must be automatic and timely and will not require any effort or cost on the part of the EMS Agency to integrate Contractor's data and provide search, alert, file and reconcile capabilities.
  - 4. Provide real-time access to the data system to ensure that the EMS Agency's independent statistical analysis of Contract activity can take place on a real-time basis.
  - 5. If changes are made to the EMS Agency's data system, Contractor shall ensure continued integration with the EMS Agency's data system.

## 17.7. RECORDS

- A. Contractor shall complete, maintain, and provide to the EMS Agency, when requested, adequate records and documentation, in a form approved by the EMS Agency to demonstrate its performance compliance and aid the EMS Agency in improving, modifying, and monitoring the EMS System in a form approved by the EMS Agency.



- B. The County may, at any time, request to have all data delivered in a non-proprietary format to the County either electronically, on common or standard type media, or both. A complete copy of all system data must be delivered to the County within 30 days of the termination of the Agreement. Contractor must retain all records as required by local, state, and federal laws.

## **18. ADMINISTRATIVE REQUIREMENTS**

### **18.1. REGULATORY AND POLICY REQUIREMENTS**

- A. Contractor will provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulation, Title 22, Division 9, and Monterey County EMS Agency Policies and Procedures, and any amendments or revisions thereof.
- B. Contractor shall follow all County of Monterey EMS Agency Policies and Procedures.
- C. Contractor shall follow all direction provided by the EMS Director, EMS Medical Director or Medical Health Operational Area Coordinator (MHOAC).
- D. Contractor shall comply with response time standards to all areas of the EOA as described in Section 6. —Response Time Requirements of the Agreement for additional information on Response Time Requirements.

### **18.2. ANNUAL PERFORMANCE EVALUATION**

- A. Once per year, following the day of the start of the Operational Period of the Agreement, the EMS Agency shall conduct a formal evaluation of the performance of Contractor. As part of this evaluation, Contractor shall provide a self-evaluation report to the EMS Agency. At a minimum, the following information shall be included in the performance evaluation.
  - 1. Response time performance standards have been met at or above the minimum requirements in this Agreement.
  - 2. Clinical performance standards have been met at or above the minimum requirements in this Agreement.
  - 3. EMD performance standards have been met at or above the minimum requirements in this Agreement.
  - 4. Innovative programs to improve system performance have been initiated.
  - 5. Community engagement activities have been met at or above the minimum

requirements in this Agreement.

6. Reporting requirements have been met at or above the minimum requirements in this Agreement.
7. A stable work force has been maintained and there have been documented efforts to minimize employee turnover.

### **18.3. CONTINUOUS SERVICE DELIVERY**

- A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Contract, regardless of the nature or causes underlying such breach.
- B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

### **18.4. MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT**

- A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.
- B. County reserves the right to terminate or cancel this Agreement with seventy-two (72) hours prior written notice if in the determination of the EMS Director continued service by Contractor poses an immediate and material threat to the general public health and safety at-large.

### **18.5. DEFINITIONS OF BREACH**

- A. Conditions and circumstances that shall constitute a material breach by Contractor shall include the following:
  1. Willful failure of Contractor to operate the 911 Ambulance Services system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.

2. Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under contract.
3. Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.
4. Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.
5. Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.
6. Willful attempts by Contractor to interfere with State or Federal protected labor activities.
7. Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
8. Willful or repeated failure of Contractor to comply with approved rate setting, billing, and collection procedures.
9. Failure of Contractor to correct any violation of any clause of the Agreement upon notice from the EMS Director.
10. Repeated failure of Contractor to meet response time requirements after receiving notice of non-compliance from the EMS Director.
11. Repeated failure of Contractor to pay Liquidated Damages to the EMS Agency on or before the 30th day after receipt of the invoice.
12. Failure to continuously employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of the EMS Director and/or EMS Medical Director at any time during the course of this Agreement term.
13. Failure of Contractor to provide and maintain the required insurance as described in Section 21.3 to 21.7, and the performance security bond.
14. Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.

15. Any failure of performance, clinical or other, which is determined by the EMS Director and confirmed by the EMS Medical Director to constitute an endangerment to public health and safety.

16. Failure of Contractor to comply with the vehicle lease provisions, if applicable.

## **18.6. COUNTY'S REMEDIES**

### **18.6.1. Termination**

- a. If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement.
- b. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

### **18.6.2. Emergency Takeover**

- a. County shall have the right to pursue Contractor for damages and the right of Emergency takeover as set forth in the Agreement.
- b. All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to County.

## **18.7. PROVISIONS FOR CURING MATERIAL BREACH**

- A. In the event the EMS Director determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an immediate threat to public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.
- B. Except where the EMS Director and the EMS Medical Director determines that the breach presents an immediate threat to public health and safety requiring an immediate termination of this Agreement, Contractor shall have the right to cure such material breach within fifteen (15) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within seventy-two (72) hours of receipt of such material breach notice, Contractor shall deliver to EMS Agency, in writing, a plan of action to cure such material breach. If, within the

- EMS Agency's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to the EMS Agency in a timely manner, EMS Agency may take over Contractor's operations. Contractor shall cooperate completely and immediately with EMS Agency to affect a prompt and orderly transfer of all responsibilities to EMS Agency.
- C. Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by County. These provisions shall be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a material breach has occurred, shall be initiated, and shall take place only after the emergency takeover has been completed.
  - D. Contractor's cooperation with and full support of such emergency takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by County was made in error.
  - E. For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

## **18.8. DISPUTE RESOLUTION**

- A. In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

### **1. Fees and Costs**

- a. The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.

### **2. Discovery**

- a. In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.

### **3. Confidentiality**

- a. Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding

## **18.9. WRITTEN NOTICE**

- A. This Agreement may be cancelled immediately by written mutual agreement of the Contractor and County.

## **18.10. FAILURE TO PERFORM**

- A. If Contractor fails to cure a material breach under the terms of the Agreement, or County invokes an emergency takeover in accordance with Section 18.11.—  
Emergency Takeover, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, EMS Agency may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing the funds of the Performance Security Bond (or letter of credit) and any sum due Contractor under this Agreement or from third-party payors or clients who have paid Contractor a fee for services within Monterey County, without prejudice to County's rights otherwise to recover its damages. The EMS Agency and Contractor may meet and confer regarding County's assumption of sums due to Contractor.

## **18.11. EMERGENCY TAKEOVER**

- A. In the event of a material breach that failed to be cured by Contractor, or a material breach that is of an immediate threat of public safety, an emergency takeover may be initiated by the EMS Director or EMS Medical Director, Contractor shall cooperate fully with County to affect an immediate takeover by EMS Agency of Contractor's Ambulances, EMS Dispatch Center, and comfort stations. Such takeover shall be affected within not more than 72 hours.
- B. In the event of an emergency takeover and upon written request by County, Contractor must lease to County any and all service vehicles used by Contractor in the performance under the Contract, including, but not limited to, fully equipped ambulances and supervisor vehicles, for one dollar (\$1.00) per month per vehicle. County may also lease Contractor's comfort stations for one dollar (\$1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by the EMS Agency to manage ambulance operations until a replacement provider for the EOA is selected through a

- procurement process conducted by the EMS Agency in accordance with EMSA requirements.
- C. Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their fair market value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.
  - D. Contractor shall deliver ambulances and comfort stations to the EMS Agency in mitigation of any damages to County resulting from Contractor's material breach. EMS Agency shall have immediate access to Contractor's Performance Guarantee Letter of Credit to allow continuous delivery of services during the takeover period. All funds recovered and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous 9-1-1 Ambulance, IFT, CCT, standby, communications and dispatch Services. Examples of how funds will be used are: personnel salaries and benefits, building and vehicle lease payments, and insurance premiums.
  - E. The EMS Agency shall have the right to authorize the use of Contractor's vehicles, equipment and rest stations by another company or entity. Should County require a substitute contractor to obtain insurance on equipment, vehicles or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.
  - F. All of Contractor's vehicles and related equipment necessary for provision of 9-1-1 Ambulance, IFT, CCT, and standby services under this Agreement will be delivered to the EMS Agency during an emergency takeover period. Contractor shall maintain and provide to the EMS Agency a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide 9-1-1 Ambulance, IFT, CCT, and standby Services hereunder shall be reported to the EMS Agency within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of emergency takeover.

#### **18.12. "LAME DUCK" PROVISIONS**

- A. Should this Agreement not be renewed or extended, or if the EMS Agency has indicated its intent to enter into a procurement process to seek a different 9-1-1 Ambulance Services provider, Contractor agrees to continue to provide all services required in and under this Agreement until County or a new entity approved by the EMS Agency assumes service responsibilities. Under these circumstances, Contractor

will serve as a lame duck contractor for an extended period of time not to exceed six months from the expiration or termination of the Agreement. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply and Contractor shall operate on a best-efforts basis consistent within industry customs under the circumstances:

1. Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.
2. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.
3. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.
4. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing proposers, and shall allow, without penalty, its employees to sign contingent employment agreements with competing proposers at employees' discretion. The current service provider acknowledges and agrees that supervisory personnel, EMTs, paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.
5. The EMS Agency recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. The EMS Agency shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.
6. Should the EMS Agency select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities



to discuss issues related to employment with such organizations without adverse consequence by the current service provider or County.

## **19. REGULATORY COMPLIANCE**

### **19.1. FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS**

- A. Contractor shall comply with all applicable Federal laws, rules and regulations for operation of its enterprise, 9-1-1 Ambulance Services and those associated with employees.

### **19.2. MEDICARE COMPLIANCE PROGRAM REQUIREMENTS**

- A. Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers as published in the Federal Register on March 24, 2003 (03 FR 14255).

### **19.3. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

- A. Contractor is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health (HITECH) Act, current rules and regulations enacted by the Department of Health and Human Services, and any regulation promulgated governing the privacy of individually identifiable health information. The three major components of HIPAA include:
  - 1. Standards for Privacy and Individually Identifiable Health Information.
  - 2. Health Insurance Reform: Security Standards.
  - 3. Health Insurance Reform: Standards for Electronic Transaction Sets and Code Standards.
- B. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with Attachment 1 –Business Associate Agreement.
- C. Contractor is responsible for all aspects of complying with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of HIPAA rules and regulations will be reported immediately to County along with Contractor's actions to mitigate the effect of such violations.

#### **19.4. STATE AND LOCAL REGULATIONS COMPLIANCE PROVISIONS**

- A. Contractor shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Contractor shall also comply with County policies, procedures and protocols. Contractor is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by state Medi-Cal and other state and federally funded programs.

### **20. GENERAL PROVISIONS**

#### **20.1. ASSIGNMENT**

- A. Except for the subcontracting provisions specified herein, Contractor shall not assign or subcontract any portion of the Agreement for services to be rendered, except for those services noted within the Agreement. Any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of the EMS Agency shall not convey any rights to the assignee.
- B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement. Such approval shall not be unreasonably withheld by County. Any assignment and assumption shall be in writing and signed by both parties.

#### **20.2. PERMITS AND LICENSES**

- A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.
- B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.
- C. It shall be entirely the responsibility of Contractor to schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.
- D. Contractor shall be responsible for ensuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

### **20.3. COMPLIANCE WITH LAWS AND REGULATIONS**

- A. All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

### **20.4. RETENTION OF RECORDS**

- A. Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations, and no less than seven years from the end of the fiscal year following the date of service and until all Federal/State audits are complete and exceptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of County, the State of California, and the United States Government.

### **20.5. PRODUCT ENDORSEMENT/ADVERTISEMENT**

- A. Contractor shall not use the name of Monterey County or Monterey County EMS for the endorsement of any commercial products or services without the prior express written permission of the EMS Director.

### **20.6. LIQUIDATED DAMAGES DO NOT REFLECT ACTUAL DAMAGES**

- A. Contractor understands and agrees that the failure to comply with any call processing time, response time, performance or other requirements under this Agreement will result in damage to County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and County agree to the Liquidated Damages specified in this Agreement. It is expressly understood and agreed that the Liquidated Damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to County. It is also expressly understood and agreed that County's remedies in the event of Contractor's breach or any noncompliance, are not limited to the Liquidated Damages provisions of this Agreement.

### **20.7. OBSERVATION AND INSPECTIONS**

- A. EMS Agency representatives may, at any time, and without notification, directly observe Contractor's operations at the Contractor's dispatch center and/or at an EMS Agency-approved EMD center participating in system status management and / or dispatch of Contractor's resources, the maintenance facility, or any ambulance post

location. Ann EMS Agency representative may ride along on any of Contractor's ambulance units at any time, provided, that EMS Agency representatives shall conduct themselves in a professional and courteous manner, and shall at all times be respectful of Contractor's employer/employee relationships.

- B. At any time during normal business hours and as often as may be reasonably deemed necessary by County, County representatives may observe Contractor's office operations, and Contractor shall make available to County for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. County may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, employment contracts, and other documentation for County to fulfill its oversight role.

#### **20.8. OMNIBUS PROVISION**

- A. Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

#### **20.9. RIGHTS AND REMEDIES NOT WAIVED**

- A. Contractor covenants that the provision of services to be performed by Contractor under this Contract shall be completed without compensation from County, except as specified herein. The acceptance of work under this Agreement shall not be held to prevent maintenance of an action for failure to perform work in accordance with this Agreement.

#### **20.10. CONSENT TO JURISDICTION**

- A. Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. Venue shall lie in Monterey County, California.

#### **20.11. END-TERM PROVISIONS**

- A. Contractor shall have ninety (90) days after termination of this Agreement in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

#### **20.12. NOTICE OF LITIGATION**

- A. Contractor shall agree to notify the EMS Agency within 24 hours of any material litigation or significant potential for material litigation of which Contractor is aware that could potentially affect Contractor's ability to perform the services under this Agreement, or changes Contractor's financial stability.

#### **20.13. COST OF ENFORCEMENT**

- A. If County or Contractor institutes litigation against the other party to enforce its rights pursuant to performing the work under this Agreement, the actual and reasonable cost of litigation incurred by the prevailing party, including but not limited to attorney's fees, consultant and expert fees, or other such costs shall be paid or reimbursed within ninety (90) days after receiving notice by the prevailing party following a final decision.

#### **20.14. CONTRACTOR TO SUPPLY OWN FACILITIES**

Except as described herein Contractor is to supply its own office facilities, furnishings, and voice/IT equipment to be used by Contractor to perform its Ambulance Services

### **21. GENERAL TERMS AND CONDITIONS**

#### **21.1. INDEPENDENT CONTRACTOR**

- A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.
- C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations

with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

- D. Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by County agency concerned.
- E. Notwithstanding the foregoing, if County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

## **21.2. INDEMNIFICATION**

- A. To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, its Officers, Agents and employees from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The party requesting indemnification may participate in the defense of any such claim without relieving the party providing indemnification of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to a party, including defense costs, and shall not be limited by any insurance limits.
- B. In the performance of work, duties, and obligations under this Agreement, Contractor is always 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 County department or agency is intended in any manner, and Contractor shall not become entitled by virtue of this Agreement to receive from County and 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 Contractor's failure to pay such taxes.

### **21.3. INSURANCE REQUIREMENTS**

- A. No later than 30 days prior to the start of the Operational Period of the 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.
- B. 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.

### **21.4. Qualifying Insurers**

- A. All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### **21.5. Insurance Coverage Requirements**

- A. 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:

#### **21.5.1. Commercial General Liability Insurance**

- A. 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 \$5,000,000 per occurrence, and \$10,000,000 in aggregate.

#### **21.5.2. Auto Liability Coverage**

- A. Must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a

combined single limit or Bodily Injury and Property Damage of not less than \$5,000,000 per occurrence.

**21.5.3. Workers' Compensation Insurance:**

- A. 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.

**21.5.4. Medical Malpractice - Professional Liability Insurance**

- A. For all applicable activities of the Contractor arising out of or in connection with this Agreement with limits not less than, in the amount of not less than \$2,000,000 per claim and \$4,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Contractor shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

**21.5.5. Cyber Liability Insurance**

- A. Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

**21.6. OTHER REQUIREMENTS**

- a. 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.

- b. 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.

**21.6.1. Additional Insured Status**

- a. The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**21.6.2. Primary Coverage:**

- a. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**21.6.3. Waiver of Subrogation:**

- a. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- 21.7.** 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 always 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.

#### **21.8. HOLD HARMLESS / DEFENSE / INDEMNIFICATION / TAXES / CONTRIBUTIONS**

- A. In General, Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor. Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request, and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

#### **21.9. COUNTY NOT RESPONSIBLE FOR CHARACTER AND FITNESS OF CONTRACTOR'S EMPLOYEES**

- A. Contractor accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents, or representatives) to provide the services required of Contractor under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law.

- B. Notwithstanding anything to the contrary in this Paragraph, Contractor shall hold County, and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or Contractor's actions in this regard.

#### **21.10. CONFLICT OF INTEREST; CONFIDENTIALITY**

- A. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with County that Contractor has no present, and will have no future, conflict of interest between providing County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of the Board of Supervisors of County.
- B. The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify County by notices provided in accordance with Section 3. —Agreement Notices, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to County hereunder.

#### **21.11. NO WAIVER**

- A. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **21.12. CONFORMITY WITH LAW AND SAFETY**

- A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California

Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

#### **21.13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS**

- A. Contractor shall ensure that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- B. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- C. Contractor shall, if requested to so do by County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- D. If requested to do so by County, Contractor shall provide County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its subcontracts.
- F. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- G. Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

#### **21.14. DRUG AND ALCOHOL-FREE WORKPLACE**

- A. Contractor and Contractor's employees shall comply with County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal

drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

#### **21.15. TIME IS OF THE ESSENCE**

- A. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

#### **21.16. ACCIDENTS**

- A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and warrants submission of a County of Monterey EMS Unusual Occurrence Report (as per EMS System Policies, Protocols, and Procedures). Contractor shall immediately notify County by contacting the EMS Dispatch Center and asking to speak to the EMS Duty Officer. The EMS Duty Officer call shall immediately notify the Monterey County Risk Manager's Office by telephone. If after business hours, this message may be left as a voicemail.
- B. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents, which occur in connection with this Agreement. This report must include the following information:
  - 1. Name and address of the injured or deceased person(s);
  - 2. Name and address of Contractor's sub-Contractor, if any;
  - 3. Name and address of Contractor's liability insurance carrier; and
  - 4. A detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - 5. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to County the opportunity to review and inspect such evidence, including the scene of the accident.

#### **21.17. HEADINGS**

- A. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

#### **21.18. DEBARMENT AND SUSPENSION CERTIFICATION**

A. Contractor shall comply with applicable Federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations ("CFR") 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549. By signing this Agreement and FORMB– DEBARMENT AND SUSPENSION CERTIFICATE contained in RFP #10905, Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.
2. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

#### **21.19. TAXES**

A. Payment of all applicable federal, state, and local taxes shall be the sole responsibility of Contractor.

#### **21.20. CONFLICT AND INTERPRETATIONS**

A. This Agreement has been drafted to include the requirements contained in the Request for Proposal #10905 and all addenda thereto and the Contractor's proposal in response to that RFP. In the event of any conflict (direct or indirect) among this Agreement, the RFP and the Response, the more stringent requirements providing County with the broader scope of services shall have precedence, such that services provided under this Agreement, the scope of work described in the RFP, and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible. The RFP and Response may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of Contractor are to provide County with broadest scope of services for the best value.

#### **21.21. SEVERBILITY**

A. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

COUNTY OF MONTEREY

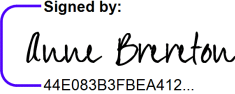
By: \_\_\_\_\_  
EMS Director

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

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

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

Approved as to Legal Form

By:  \_\_\_\_\_  
County Counsel

Date: 6/30/2025 | 4:11 PM PDT

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

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

CONTRACTOR

AMERICAN MEDICAL RESPONSE WEST (AMR)  
\_\_\_\_\_  
Entity Name

By:  \_\_\_\_\_

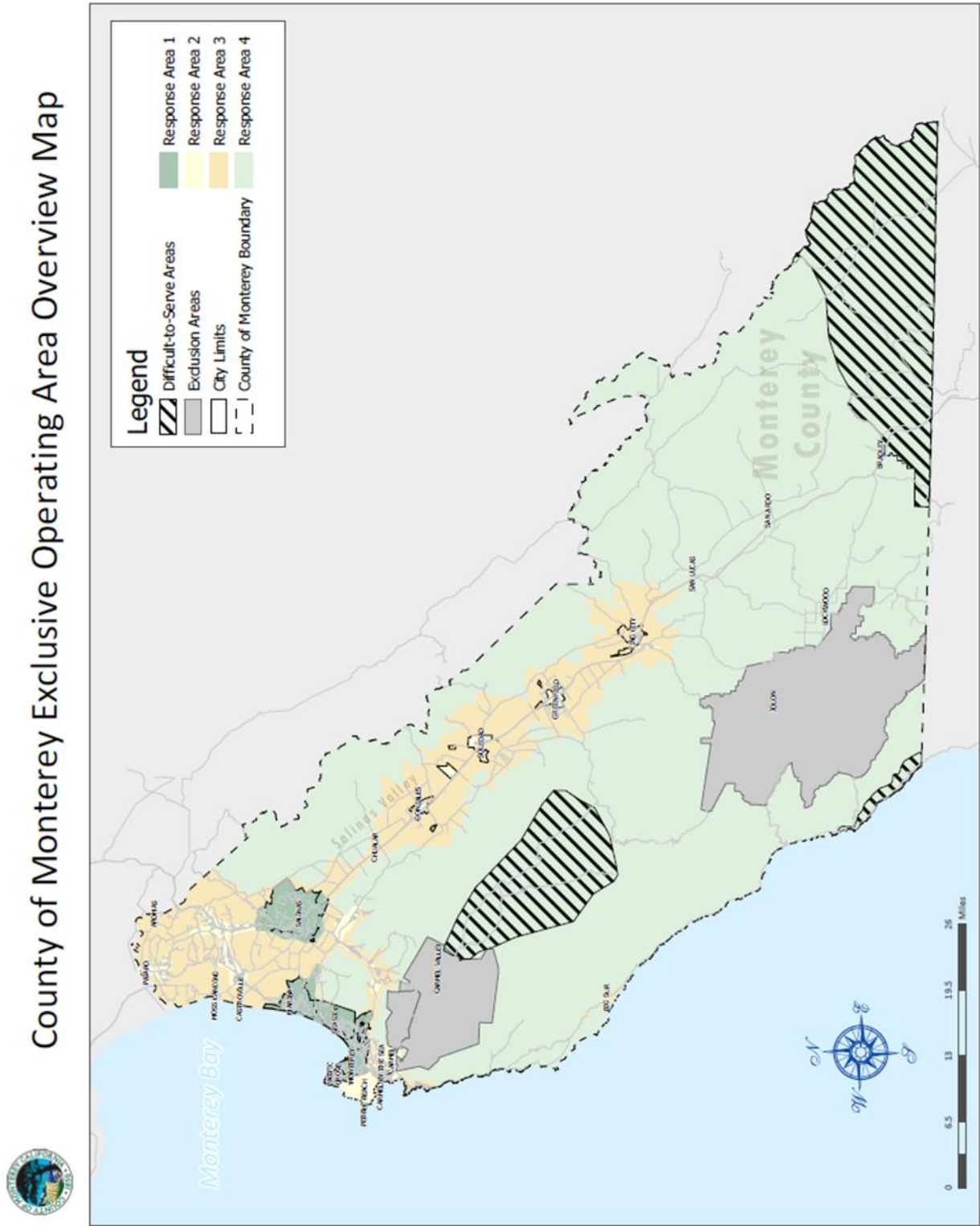
Sean Russell, Region President  
\_\_\_\_\_  
Name and Title

Date: 6/29/2025

## **EXHIBITS AND ATTACHMENTS**



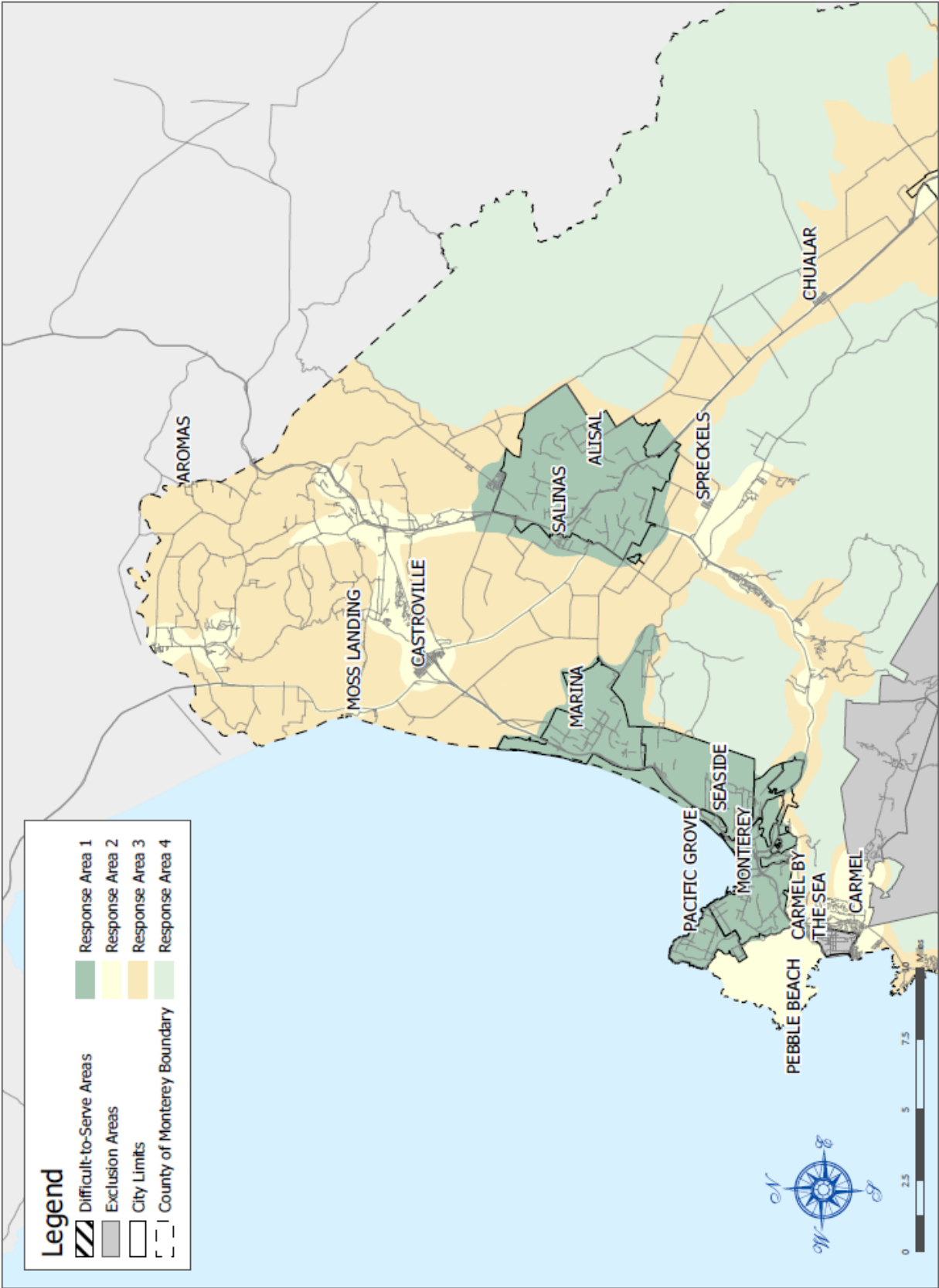
EXHIBIT A—COUNTY OF MONTEREY EXCLUSIVE OPERATING AREA MAPS





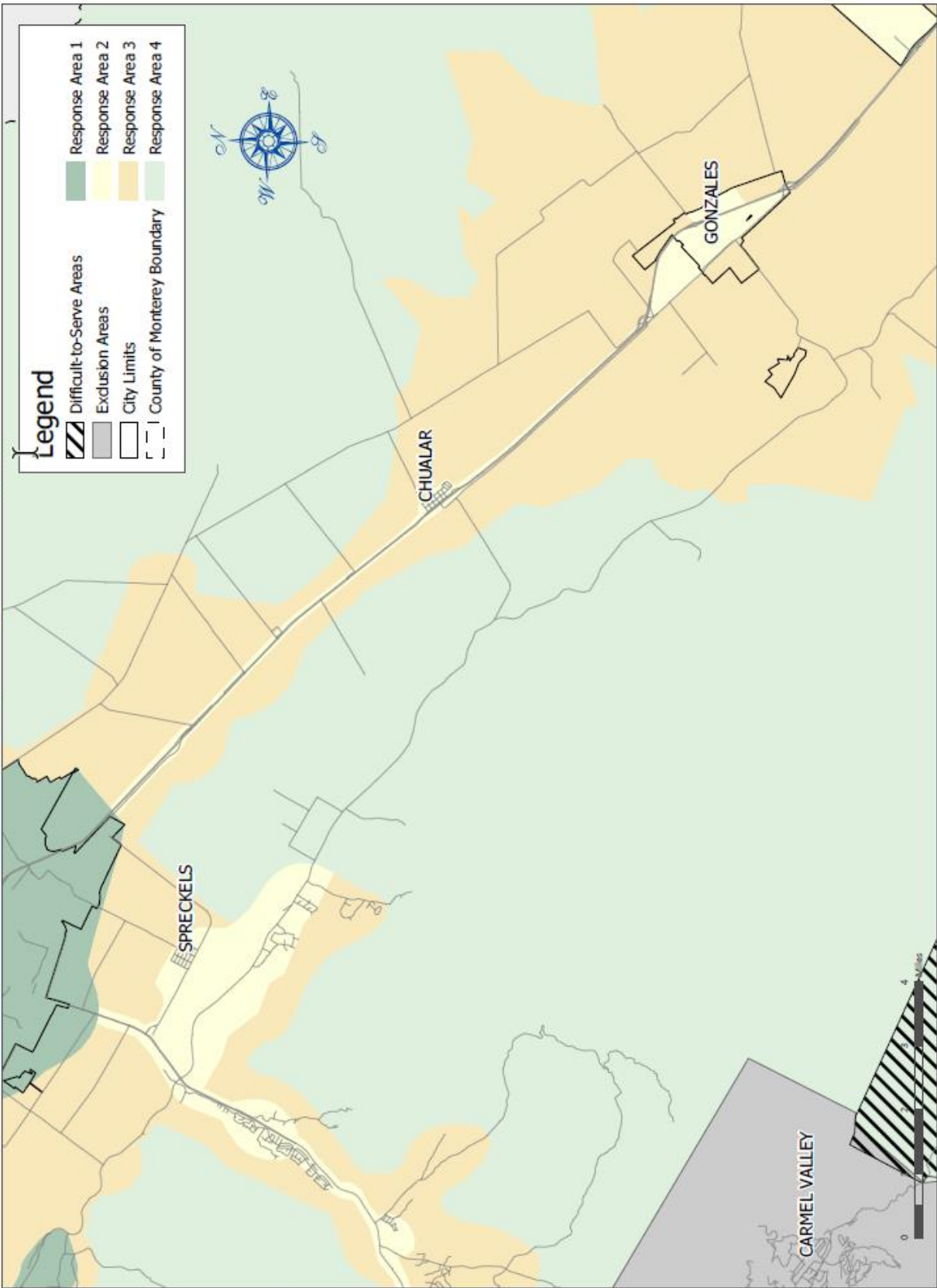
# County of Monterey

## Exclusive Operating Area - Map 2





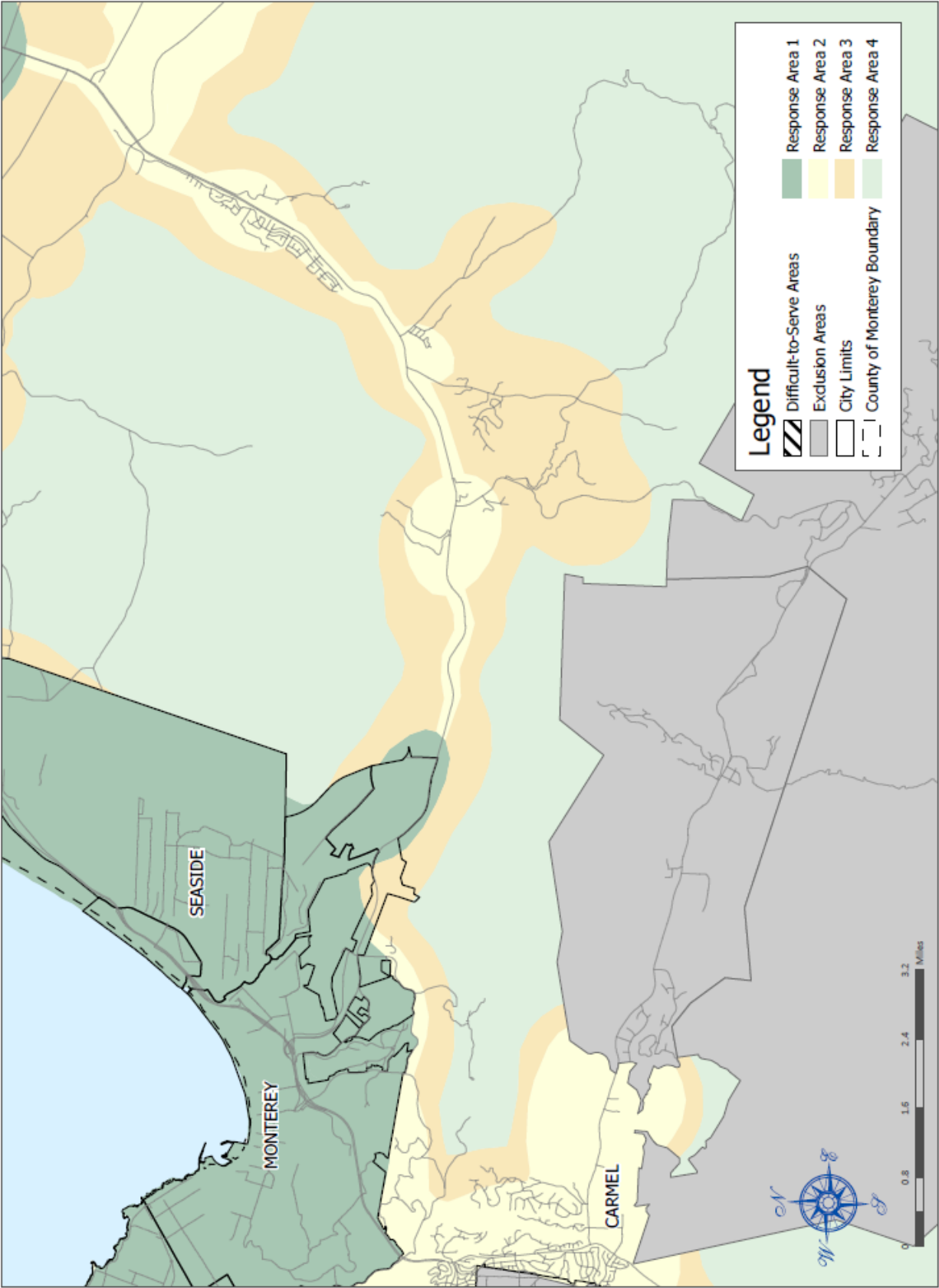
County of Monterey  
Exclusive Operating Area - Map 3





# County of Monterey

## Exclusive Operating Area - Map 4

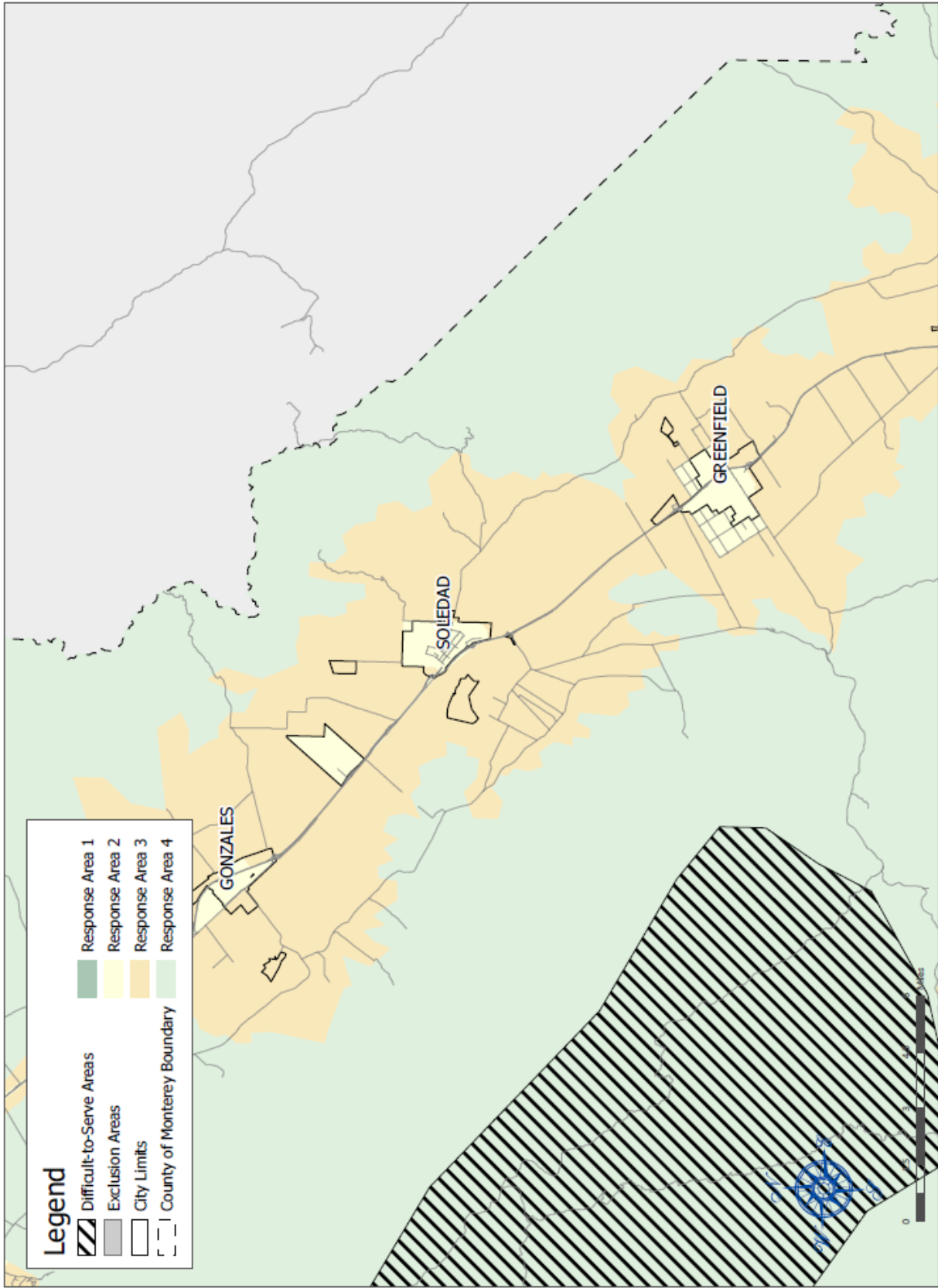


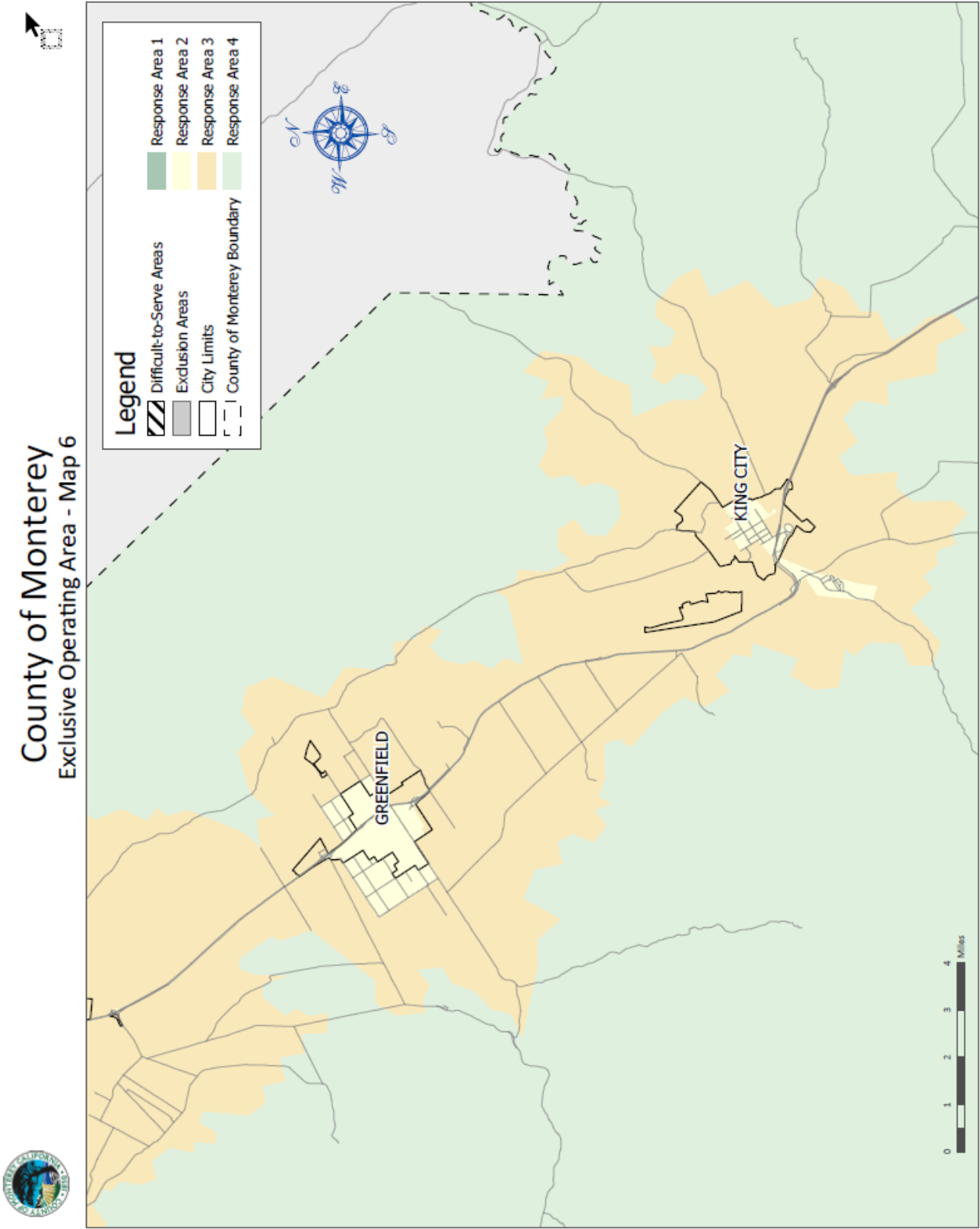




# County of Monterey

## Exclusive Operating Area - Map 5





**EXHIBIT B—AMBULANCE SERVICES RATES**

SERVICE	RATE
BLS Base Rate	\$ 5,387.69
ALS Base Rate	\$ 5,387.69
Critical Care Transport -RN Base Rate	\$ 8,521.90
BLS IFT Rate	\$ 5,387.69
ALS IFT Rate	\$ 5,387.69
Mileage/per mile (for all transport types)	\$ 116.21
Oxygen	\$ 347.35
Night Call Charge	\$ 296.69
BLS Standby Rate (per hour)	\$ 400.00
ALS Standby Rate (per hour)	\$ 600.00
Intubation Supplies	\$ 930.60
IO Supplies	\$ 846.77
EKG Electrodes	\$ 180.99
Supraglottic Airway	\$ 891.95
Cannula	\$ 47.08
Non-Rebreather Oxygen Mask	\$ 26.48
Emesis Basin	\$ 12.01
Disposable Linen	\$ 86.84
Bag Valve Mask	\$ 206.59
Restraints (Disposable)	\$ 90.40
Splint	\$ 44.14
Chux Pad	\$ 16.25
Aspirin	\$ 2.45
Albuterol Nebulizer	\$ 109.82
Atropine	\$ 89.89
Dextrose 50%	\$ 88.34
Morphine	\$ 69.32
Narcan	\$ 174.14
Adenosine	\$ 410.54
Glucose	\$ 57.28
Nitroglycerine (Tablet)	\$ 39.39
Normal Saline Infusion	\$ 252.51
Ketamine	\$ 115.00
Buprenorphine	\$ 72.50
Cervical Spine	\$ 358.76
Pulse Oximetry	\$ 143.61
EKG Monitor	\$ 316.15
Blood Glucose Test	\$ 161.11
Universal Precautions	\$ 65.20

SERVICE	RATE
CPAP Procedure/Supplies	\$ 645.62



## EXHIBIT C—DEFINITIONS, ACRONYMS, TIME POINTS, AND TIME INTERVALS

TERM	DEFINITION
ACE	Accredited Center of Excellence by International Academy of Emergency Dispatch.
Advanced Life Support (ALS)	As defined in California Health and Safety Code Section 1797.52.
Agreement	When capitalized, refers to the agreement between the County of Monterey, the EMS Agency, and Contractor awarded pursuant to this solicitation.
Air Ambulance	As defined in California Code of Regulations, Title 22, Section 100280.
Air Ambulance Service	As defined in California Code of Regulations, Title 22, Section 100285.
Air Rescue Service	As defined in California Code of Regulations, Title 22, Section 100286.
ALS Ambulance	An ambulance especially equipped to provide advanced life support services, staffed by at least one EMT and one state licensed and Monterey County accredited Paramedic.
ALS Unit	An authorized emergency vehicle staffed with a state licensed and locally accredited paramedic and equipped with ALS equipment, as required by EMS System Policies and Procedures.
Ambulance	Any vehicle specially constructed, modified or equipped and used for transporting sick, injured, infirmed or otherwise incapacitated person and capable of supporting BLS or a higher level of care.
Ambulance at Hospital Time Interval	The time interval starting at Patient (Ambulance) Arrival at the ED and ending at Unit Back In Service Time, as measured and recorded in integer minutes and seconds.
Ambulance Patient Offload (APOT) Time Interval	The time interval starting at Patient (Ambulance) Arrival at the Hospital Time and ending at Facility (Hospital) Patient

TERM	DEFINITION
	Transfer or Care Time, as measured and recorded in integer minutes and seconds.
Ambulance Services	Ambulance Services, when capitalized means all ambulance services, including all emergency ambulance services, all advanced life support (ALS) ambulance services, all basic life support (BLS) ambulance service, all critical care transport (CCT) ambulance services, all interfacility (IFT) ambulance services, all standby services with transport authorization, and ambulance response to all medical seven-digit emergency response and all medical 911 calls within the Monterey County Exclusive Operating Area (“EOA”).
Ambulance Travel Time	The time interval from the end of chute time to arrival of the first Ambulance at the call location.
Arrived Patient Side Time	The time the personnel from the unit arrived at the patient’s side, as measured and recorded in integer minutes and seconds. (NEMESIS eTimes.07).
Automated External Defibrillator (AED)	A computerized portable device that automatically detects specific heart rhythms and may deliver an electric shock through the chest to the heart.
Automatic Vehicle Locator (AVL)	A device that utilizes the Global Posting System to identify, remotely track, and display the location of a vehicle. An Automatic Vehicle Locator is also described as automatic vehicle location device.
Bariatric Ambulance	An ambulance designed to carry the significantly obese. They have extra-wide interiors, carry "bariatric stretchers" and specialized lifting gear capable of carrying very large patients.
Base Hospital	As defined in California Health and Safety Code, Section 1797.58.
Base Hospital Physicians	As defined in California Health and Safety Code, Section 1797.59.
Basic Life Support (BLS)	As defined in California Health and Safety Code, Section 1797.60.

TERM	DEFINITION
BLS Ambulance	An Ambulance staffed with two individuals who are currently certified as s defined in Health and Safety Code Section 1797.60. 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 patient may be transported or until advanced life support is available. A unit staffed by at least two individuals, certified at or above the level of an EMT-I as defined in California Health and Safety Code 1797.80.
Board of Supervisors	The County of Monterey Board of Supervisors.
Business Day	Monday through Friday except for holidays as observed per the California Government Code, Section 6700 et seq.
Computer-Aided Dispatch (CAD)	A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and real time maintenance of incident database, and providing management and quality improvement information.
California Medical and Health Disaster System	The medical and health mutual aid system as defined in California Health and Safety Code Sections 1797.151 through 1797.153, and regulations, programs, policies, documents, and practices developed consistent with those statutes.
Call Prioritization	A process in which requests for service are prioritized based on predefined criteria.
Call Reception	The process of answering the telephone and processing information for the caller in an emergency dispatch center.
Chronic Failure to Comply	Failure to correct a deficiency in the performance of one or more Clinical Key Performance Indicators after the development and implementation of a performance improvement plan as described in Section 5.5.8, Item 6.
Chute Time Interval	The time interval from the end of chute time to arrival of the first Ambulance at the call location.

TERM	DEFINITION
CCMIA or CMIA	California Confidentiality of Medical Information Act. California Government Code, Section 56 et seq.
Code 2 Call	Any request for service, as determined by dispatch personnel, in accordance with EMS System Policies and Procedures and MPDS protocols, requiring immediate dispatch without the use of red lights and sirens.
Code 3 Call	Any request for service, as determined by dispatch personnel, in accordance with EMS System Policies and Procedures and MPDS protocols, requiring immediate dispatch with the use of red lights and sirens.
Consumer Price Index (CPI)	For this Agreement, CPI indicates the CPI as recorded by the Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for all urban consumers, San Francisco-Oakland-San Jose.
Continuous Quality Improvement (CQI)	A deliberate and defined process which is focused on ongoing efforts to achieve measurable improvements in the efficiency, effectiveness, performance, accountability, outcomes and other factors of the EMS system as a whole and its component parts.
Contract	Used synonymously with Agreement. See Agreement.
Contract Materials	Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.
Contractor	When capitalized and used during this RFP process and in an Agreement, Contractor is the qualifying entity that has been awarded the contract by the County of Monterey Board of Supervisors, based upon the criteria, requirements, and processes in RFP #10905: Exclusive Ambulance Service Provider for the County of Monterey Exclusive Operating Area.
Critical Care Transport (CCT)	A ground ambulance specially equipped to provide critical care services such as ventilator, IV pumps, and medications necessary for the interfacility transport of unstable patients

TERM	DEFINITION
	who need patient care beyond the scope of the EMT or paramedic. The CCT ambulance is staffed with a licensed RN with critical care credentials and at least one EMT-Expanded Scope or paramedic.
Critical Incident Stress Management (CISM)	Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.
County	When capitalized, it refers to the County of Monterey.
County Data	All information, data, and other content, including Confidential Information and other information whether or not made available by the County of Monterey or the County of Monterey's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.
County Systems	The information technology infrastructure of the County of Monterey or any of its designees, including computers, software, databases, networks, voice and data radio systems, and related electronic systems.
Deployment Plan	The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.
Difficult-to Serve Areas	Difficult-to Serve Areas are areas identified within the RFP and on the Response Area Maps where Contractor may use a Peripheral Service Provider's ambulance to provide service, pursuant to an EMS-Agency approved agreement, when the Peripheral Service Provider's ambulance is the closest ambulance to the scene of a medical emergency.
Dispatch Time Interval	The time interval starting at Dispatch Queue Time and ending at Unit Notified by Dispatch Time, as measured and recorded in integer minutes and seconds.
Emergency	Any real or self-perceived event which threatens life, limb or well-being of an individual in such a manner that a need for immediate medical care is created.

TERM	DEFINITION
Emergency Call	A real or self-perceived event where the EMS system is accessed by the 9-1-1 emergency access number, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.
Emergency Department (ED)	A Department of Public Health Department's Licensing and Certification-designated area within a state-licensed general acute care hospital that provides basic or comprehensive emergency services.
Emergency Medical Dispatch (EMD)	<p>Emergency Medical Dispatch. Services provided pursuant to the authorized use of the Medical Priority Dispatch System (MPDS), including call reception, call and resource prioritization, and caller instruction, as approved by the EMS Medical Director.</p> <p>Emergency Medical Dispatcher. The single form of Emergency Medical Dispatchers.</p>
Emergency Medical Dispatchers (EMDs)	Personnel certified by the International Academy of Emergency Dispatch, who are trained to use protocol-based prearrival instructions and call categorization based on established protocol, with integrated quality improvement.
Emergency Medical Services (EMS)	Refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g. CPR), priority dispatch and prearrival instructions, first response and rescue service, ambulance services, and on-line medical control.
EMS Agency	The County of Monterey Health Department's Emergency Medical Services Agency.
EMS Authority or EMSA	The State of California's Emergency Medical Services Authority.
EMS Aircraft	As defined in California Code of Regulations, Title 22, Section 100279.
EMS Call Complete Time	The time the unit completed all tasks associated with the event including transfer of the patient and such things as cleaning and restocking, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.16).

TERM	DEFINITION
EMS Call Pick Up Time	The time the EMS Communication Center receives/answers the 9-1-1 caller from the Primary PSAP, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.02)
EMS Director	The Bureau Chief of the County of Monterey EMS Agency.
EMS Medical Director	The EMS Medical Director of the County of Monterey EMS Agency.
EMS Dispatch Center	An EMS Agency-designated center authorized to dispatch medical resources to emergency medical calls and to perform other medical functions. An EMS Dispatch Center provides MPDS call prioritization and pre-arrival instructions consistent with EMS Agency-approved protocols.
EMS System	The combination of organizations, resources, and personnel with defined and organized responsibilities during a medical emergency. The EMS system includes organizations and personnel from dispatch and communications, first responder organizations, air and ground ambulance providers, hospitals and specialty centers, others, and the EMS Agency. When capitalized, refers to the County of Monterey EMS System.
EMS System Policies, Protocols, and Procedures	The policies, protocols, and procedures created by the County of Monterey EMS Agency prescribing the operational and clinical practices of the County of Monterey EMS System.
EMS Unit	A generic term for an ambulance or other vehicle used in the County of Monterey EMS System.
EMT	Emergency Medical Technician, with the meaning as defined in California Health and Safety Code, Section 1797.80.
EMT-P or Paramedic	Emergency Medical Technician-Paramedic, with the meaning as defined in California Health and Safety Code Section 1797.84.
ePCR	Electronic Patient Care Report. An electronic document and system that is used by prehospital or medical personnel to document response, patient information, assessment, care, treatment, and disposition.

TERM	DEFINITION
Exclusive Operating Area (EOA)	<p>An EMS area or subarea defined by the emergency medical services plan for which a local EMS agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support.</p> <p>Exclusive Operating Area for Ambulance Service, as designated in the County's EMS plan and approved by the State EMSA.</p>
Extended Response Time	An Extended response time is defined as any single response that is greater than ten (10) minutes of the response time requirement for that Response Area.
Facility (Hospital) Patient Transfer of Care Time	<p>The time that patient care responsibility was transferred from the EMS provider to the personnel of another facility. Relative to a hospital, this means: the time the patient is: (1) transferred to an Emergency Department gurney, bed, chair, or other acceptable location; and (2) the ED personnel assume the responsibility for the care of the patient, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.08 and APOT Definitions).</p>
Federal	Refers to the Government of the United States of America, its departments, and/or agencies.
Field Personnel	EMTs, Paramedics, and EMS Supervisors assigned to work in the prehospital environment.
Field Transfer of EMS Patient Care Time	The time that patient care was transfer from one EMS provider to another EMS provider, as measured and recorded in integer minutes. (NEMSIS eTimes.08).
First Responder	<p>A fire department, fire district, police department, park rangers or other organization, authorized by the EMS Agency, whose personnel provide BLS or ALS first response, non-transport services within the Monterey County EMS System.</p> <p>Used in context, first responder may also mean the individual first responder.</p>
FirstWatch	A propriety system and service that mines data from one or more sources, such as CAD, ProQA, and ePCR to provide



TERM	DEFINITION
	situational awareness, to measure operational performance, resource status, and to notify EMS System personnel.
First Responder Agencies	Agencies that are medical first responders, as authorized by the EMS Agency. Also see First Responder.
FTE	Full Time Equivalent.
GIS	Geographical Information Systems. A data and geographic framework for gathering, managing, analyzing, mapping, and displaying data.
GPS	Global Positioning System. A satellite-based radio-navigation system operated by the US Air Force that utilizes satellite data to determine location.
High Performance Agreement	An agreement between a LEMSA and an Ambulance Provider by which the Ambulance Provider is required to meet specific response interval, operational, clinical, and other performance standards, and are financially sanctioned for failure to meet these standards.
HIPAA	Health Insurance Portability and Accountability Act. Federal Regulations that prescribe standards for the security, privacy, and access to Protected Health Information.
Inter-facility Transfer	The transfer of a patient from an acute care hospital to another acute care hospital, SNF, or patient's residence. May also include the scheduled transfer of a patient for diagnostic or other healthcare services from an acute care hospital, SNF, or residence.
IAED	International Academy of Emergency Dispatch.
ICS	Incident Command System. A standardized system Standardized approach to command, control, and coordinate emergency planning, response, and recovery. ICS provides common structures and processes used to standardize the planning, response and recovery involving multiple agencies.
Inter-facility Transfers (IFT)	Transfers, usually by ambulance, between licensed healthcare facilities. Often these transfers are non-emergency.

TERM	DEFINITION
Key Personnel	Employees of the Contractor jointly identified by the EMS Agency and the Contractor as possessing unique skills and experience that were a material consideration in the Monterey County EMS Agency's and the County of Monterey's decision to award a contract. Key Personnel are the personnel who fill the following management level positions: (1) Overall Operations; (2) Day-to-Day Operations; (3) Clinical Quality and Performance Management; (4) Clinical Education/Training; and (5) EMS Communications.
KPI(s)	Key Performance Indicator(s).
LMS	Learning Management System. A software application for the administration, documentation, tracking, reporting and delivery of training courses or training programs or learning and development programs.
Local EMS Agency (LEMSA)	The County of Monterey Health Department's Emergency Medical Services Agency. Also see EMS Agency.
Multi-Casualty Incident (MCI)	An incident that results in more victims than can normally be managed by the EMS System. The event takes place within a distinct location; rather than being a generalized increased call volume throughout a population.
ECD	The County of Monterey Emergency Communications Department.
Medical Protocol	Written standards for patient medical assessment and management.
Mobile Data Computer/Mobile Data Terminal (MDC/MDT)	A computer that is portable or vehicle mounted. MDC/MDTs are often used with Automatic Vehicle Location devices, which allow personnel to acknowledge or answer messages from the Communications Center or other units.
MHOAC	Medical Health Operational Area Coordinator, with the meaning and responsibilities identified in California Health and Safety Code, Section 1797.153.
Medical Priority Dispatch System (MPDS)	A protocol-based system utilized by Certified Emergency Medical Dispatchers to provide and dispatch appropriate medical aid to emergencies. MPDS includes systematic

TERM	DEFINITION
	caller interrogation, pre-arrival instructions, and quality improvement components.
MPDS Determinate Time	The time the MPDS Determinate is selected, as measured and recorded in integer minutes and seconds.
Mutual Aid	The voluntary aid and assistance by the provision of services and facilities, including but not limited to: fire, police, medical and health, communication, transportation, and utilities. Mutual aid is intended to provide adequate resources, facilities, and other support to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation.
NIMS	National Incident Management System.
Online Compliance Utility (OCU)	Software that interprets real-time CAD and ePCR data in order to produce reports and online tools to track EMS system effectiveness and compliance.
Paramedic Unit	An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in the County of Monterey shall be one (1) Paramedic and one (1) EMT.
Patient (Ambulance) Arrival at Destination/Rendezvous (Hospital) Time	The time the ambulance stops (actual wheel stop) at the location outside the facility where the patient is unloaded from the ambulance, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes11 and APOD Toolkit 9).
Peak-Load Staffing	The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements.
Peripheral Ambulance Services Provider	The ambulance provider that serves one or more of the Difficult-to-Serve Areas, based on an EMS Agency-approved agreement between Contractor and Peripheral Ambulance Services Provider to provide service, when the Peripheral Ambulance Services Provider's ambulance is the closest ambulance to the scene of a medical emergency.

TERM	DEFINITION
Post	A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a “post” may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.
PPE	Personal Protective Equipment, including personal protective equipment used to prevent the transmission of infectious diseases and to prevent injury while at accident scenes on highways and other dangerous environments. High visibility apparel shall comply with ANSI/ISEA 107-2015 Type P standards.
Primary Public Safety Answering Point (PSAP)	A PSAP to which 9-1-1 calls are routed directly from the 9-1-1 Control Office.
Primary PSAP (9-1-1) Call Time	The time the phone rings at the Primary PSAP, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.01)
Primary PSAP (9-1-1) Pick Up Time	The time the Primary PSAP’s 9-1-1 call taker answers the phone, as measured and recorded in integer minutes and seconds.
Proposer	An organization making a formal proposal to this RFP.
Pro-rata Cost	Costs allocated among beneficiaries based on a proportional and calculable factor.
Proposal Review Panel	A panel, selected by the EMS Director, consisting of professional subject matter experts with experience in healthcare delivery models and/or government procurement procedures, and including members who are familiar with or oriented to various aspects of EMS systems, members who are knowledgeable with EMS needs of Monterey County, and members who have expertise in various EMS disciplines. PRP members shall be bound by the terms of a conflict of interest statement and confidentiality agreement and shall not have a conflict of interest.
PSAP	Public Safety Answering Point.

TERM	DEFINITION
PAD (or PAD Program)	Public Access Defibrillation (Program). A program that place automatic external defibrillators throughout communities.
Proposer	Used Synonymously with Bidder. See Bidder
Receiving Hospital	A licensed general acute care hospital with a special permit for basic or comprehensive emergency service.
Region	<p>Region denotes the greater bay area region.</p> <p>When capitalized, Region denotes Region 2. Region 2 is one of six mutual aid regions established by the California Office of Emergency Services. Region 2 includes 16 coastal counties from Del Norte to Monterey, including Alameda County. Regions are described in EMSA document #218a, the California Disaster Medical Response Plan.</p>
Response Area	<p>Response areas are geographic areas, based on historical call frequency within the Monterey County EOA. The three Monterey County EOA call frequency-based Response Areas are: Urban, Suburban, and Rural. These areas are based on historical call frequency, with that frequency of calls decreasing from Urban to Suburban to Rural. Generally, Urban could be considered the call frequency normally associated with an area of high to moderate call volume. Suburban could be considered the area with a moderate to low call volume. Rural could be considered the call frequency normally associated with a rural, remote, wilderness or frontier area. The call frequency-based Response Areas, are shown in the maps in Exhibit A.</p>
Response Priority	<p>A numbering system that incorporates presumptively-defined patient acuity, whether the call requires response with Red Light and Siren, whether the call is from the field or is a prescheduled or immediate interfacility transfer, whether the call is a non-medical behavioral health or 5150 call. Response Priorities are categorized Priority 1 through Priority 7. In the future, a non-response protocol, Priority 0, may be incorporated into the EMS System.</p>
Response Time	The time beginning at receipt of the call at the Contractor's EMS Dispatch Center, including Medical Call Dispatch Time Interval and Queue Time Interval, and ending when the unit arrives at the scene, wheels stopped (Unit On-Scene

TERM	DEFINITION
	Time), or the unit is cancelled (Unit Cancelled Time), as measured and recorded in integer minutes and seconds.
Request for Proposal (RFP)	Refers to this document and all attachments and exhibits to it, which is the County of Monterey EMS Agency's and County of Monterey's request for proposals for experienced and well qualified organizations to provide Ambulance Service and other services within the County of Monterey EOA.
Scene Time Interval	The time interval starting at Unit On-Scene and ending at Unit Left Scene, as measured and recorded in integer minutes and seconds.
Secondary PSAP	A PSAP to which 9-1-1 calls are transferred from a Primary PSAP.
Stand-by Services	The provision of a staffed and equipped ambulance at a specified location for either a planned event or an incident at the request of the Incident Commander. May be BLS or ALS based on the needs of the event or incident.
STEMI	ST-Elevation Myocardial Infarction. A type of heart attack caused by the blockage of a heart artery. STEMI heart attacks have a substantial risk of death and disability and require rapid response and transport.
State	The State of California, its departments, and/or agencies.
System Standard of Care	The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.
SSM	System Status Management. A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.
Time Interval	The difference in time between two time points, as measured and recorded in integer minutes and seconds.

TERM	DEFINITION
Time Point	An instant in time with a base granularity measured and in integer minutes and seconds.
Task Interval	The time interval starting at EMS Pick Up Time and ending at EMS Call Complete Time, as measured and recorded in integer minutes and seconds.
Transport Volume	The number of requests for service that result in patient transport.
Unit Acknowledged Time	The time the unit acknowledged the notification from dispatch, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.04)
Unit Arrival to Patient Contact Interval	The time interval starting at Unit On-Scene Time and ending at Arrived Patient's Side Time, as measured and recorded in integer minutes and seconds.
Unit Back at Home Location Time	The time the unit was back in their service area. With agencies who utilize Agency System Status Management, home location means the service areas as assigned through the agency status management protocol, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.15)
Unit Back In Service Time	The time the unit was back in service and available for a response, as measured and recorded in integer minutes and seconds. This time used may be the time recorded in CAD as the time the unit was cancelled by fire or law enforcement on the scene. (NEMSIS eTimes.14)
Unit Cancelled Time	The time the unit was cancelled, as measured and recorded in integer minutes and seconds. This time used may be the time recorded in CAD as the time the unit was cancelled by fire or (NEMSIS eTimes.14).
Unit Enroute Time	The time the unit advises they are enroute to the call via radio or Mobile CAD. as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.05)
Unit Hour	One hour of service by a fully equipped and staffed ambulance assigned to a call or available for dispatch.

TERM	DEFINITION
Unit Hour Utilization (UHU or UHU Ratio)	A measurement of effectiveness or efficiency, which is calculated by dividing the number of transports initiated during a given period of time, by the number of unit hours (hours of service) deployed during the same period of time.
Unit Left Scene Time	The time the responding unit left the scene (wheels moving) with a patient, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.09)
Unit Notified by Dispatch Time	The time the unit was notified by dispatch, as measured and recorded in integer minutes and seconds. (NEMSIS eTimes.03)
Unit On-Scene Time	The time the responding unit arrived on scene; that is, the time the vehicle is placed in park at the scene, as measured and recorded in integer minutes and seconds. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine the scene safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of paved roadway or closed gate. (NEMSIS eTimes.06)
Unusual Occurrence (UO)	Any event deemed to have impact or potential impact on patient care, and/or any practice felt to be outside the norm of acceptable patient care, as defined by the County of Monterey EMS Agency Policies and Protocols.
Utilization	A measure of work that compares the available resources (unit-hours) with actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.
Workload	A measure of work performed by on-duty units during any given period of time.



**EXHIBIT D—LIQUIDATED DAMAGES**

Event	Section	Liquidated Damages
Failure of the designated EMS Dispatch Center to answer emergency calls within the current NENA call processing standard (currently fifteen (15) seconds or less, 90 percent of the time and within 20 seconds or less 95% of the time).	5.7.5. (e)	\$2,000 per month when compliance is not met
Changing or “correcting” Time Points in Computer Aided Dispatch System.	6.12. (C)	\$5,000 per incident
Failure of Contractor to comply with the Response Time Requirements	6.13.	89.99% to 89.00% \$5,000 88.99% to 88.00% \$7,000 87.99% to 87.00% \$10,000 86.99% to 86.00% \$12,000 85% and below \$15,000
	6.14.	Assessed monthly for individual Response Areas that meet or exceed 100 calls for Priorities 1-3 and assessed monthly for individual Priorities that meet or exceed 100 calls for Priorities 4-8.
Failure to correct repetitive non-compliance.	6.15.	\$10,000 per uncorrected requirement
Failure of Contractor to maintain a fleet that meets Agreement requirements.	7.1.	\$50/day/ambulance for reserve ambulances \$500/day/ambulance for system deployed ambulances
Failure to pass EMS Agency vehicle inspection.	7.6.	\$50-\$500 per uncorrected discrepancy
Failure of Contractor to comply with the Clinical Performance Requirements.	8.6	89.99% to 85.00% Level 1 Non-Compliance \$3,000 84.99% to 80.00% Level 2 Non-Compliance \$5,000 79.99% and under Level 3 Non-Compliance \$7,000  Assessed on a quarterly basis.  These threshold percentages shall be re-assessed after the completion of the process described in Section 5.5.7 Clinical key Performance Indicators (4).

Event	Section	Liquidated Damages
Use of an improperly licensed or credentialed employee.	<b>10.6</b>	\$1,000 per day worked per person
After written notice from the EMS Agency and reasonable opportunity to cure, Contractor's material failure to timely provide reports, including failure to provide Unusual Occurrence reports, within the time required by EMS Systems Policies, Protocols and Procedures, or failure to provide/transmit ePCR reports to hospitals as required in EMS Agency Policies, Protocols, and Procedures	<b>17.4</b>	\$500 per report per day received after specified due date

## EXHIBIT E LIST OF REPORTS AND OTHER DELIVERABLES

The tables below do not represent all-inclusive lists of deliverables or reports due during the Transition Period or the Operational Period and is provided for informational purposes only.

LIST OF TRANSITION PERIOD DELIVERABLES			
	Section	Deliverable	Due Date
7.1. (D) (14)	Fleet Vehicle Requirements	Submit vehicle information	No less than 30 days before service start date of the Operational Period.
8.3.2. (d)	Comprehensive Quality Improvement (QI) Program	Submit QI program for EMS Agency approval	No less than 60 days before the start date of the Operational Period.
8.4.1. (d)	Customer Service and Experience Quality	Contractor and EMS Agency will work together to develop and establish a standardized mechanism for reporting survey results.	During the Transition Period and before the start of the Operational Period.
10.2. (H)	Character, Competence, and Professionalism of Personnel	Submit badges, patches, or insignia proposed as part of the uniform.	No less than 60 days before the start date of the Operational Period.
10.3.1. (c) (2)	Clinical Quality and Performance Management	Individual responsible for training and clinical education of Contractor's personnel shall complete NAEMSE Level 1 instructor.	Prior to the start date of the Operational Period.
10.3.1 (d)	Clinical Education/Training	Individual responsible for implementation and oversight of Contractor's QI program shall complete NAEMSE Level 1 instructor.	Prior to the start date of the Operational Period.
10.6. (C)	Personnel Licensure, Certification and Training Requirements	Submit policies for managing employees who have driving license privileges suspended or revoked.	No less than 45 days before the start date of the Operational Period.
10.7.3. (b)	Meal and Comfort Breaks	Submit plan for meal and comfort breaks for field and dispatch/communications personnel.	No less than 60 days before the start date of the Operational Period.
10.7.4. (b)	Work Schedules	Submit work schedule	No less than 60 days before the start date of the Operational Period.
10.7.5. (b)	Fatigue Risk Management	Submit initial Fatigue Risk Management Plan.	No less than 60 days before the start date of the Operational Period.
10.8. (A)	Internal Risk Management/Loss Control Program	Submit a comprehensive health, safety, and loss mitigation program.	No less than 90 days before the start date of the Operational Period.
11.2.2 (a)	Continuing Education (CE) Program	Contractor shall apply for and receive approval as an EMS Continuing	No less than 60 days before the start of the Operational Period.

### LIST OF TRANSITION PERIOD DELIVERABLES

		Education Provider (CE Provider)	
<b>11.2.3 (a)</b>	Ongoing Training Plan	Submit Training Plan	No less than 30 days before the start of the Operational Period.
<b>12.2. (B)</b>	Continuity of Operations Planning (COOP)	Submit COOP Plan.	No less than 60 days before the start date of the Operational Period.
<b>13.5. (C)</b>	First Responder Supply Restock and Purchase Program	Submit First Responder Supply Restock and Purchase Program policy	No less than 30 days before the start date of the Operational Period.
<b>14.4. (A)</b>	Local Presence, Service Inquiries, and Complaints	Open a local headquarters in Monterey County, staffed with Key Personnel. Contractor shall maintain a local headquarters in Monterey County throughout the term of this Agreement.	No less than 90 days before the start date of the Operational Period.
<b>14.4. (B)</b>	Local Presence, Service Inquiries and Complaints	Establish a web-based customer service portal.	No less than 30 days before the start of the Operational Period.
<b>17.6. (B)</b>	Electronic Patient Care Record and Assignment Data	<ul style="list-style-type: none"> <li>Electronic patient care record system (ePCR) shall be in place.</li> <li>Test ePCR system</li> </ul>	<ul style="list-style-type: none"> <li>No less than 60 days before the start date of the Operational Period.</li> <li>No less than 30 days before the start of the Operational Period.</li> </ul>
<b>21.3 (A)</b>	Insurance Requirements	Submit proof of insurance that meets the Agreement's insurance requirements.	30 calendar days before the start of the Operational Period.

### LIST OF DELIVERABLES/REQUIREMENTS DURING OPERATIONAL PERIOD

Section		Deliverable	Due Date
5.7.2 (a)	EMS Agency Designation of EMS Medical Dispatch Required	Must meet all minimum requirements to receive designation by the EMS Agency	At the start of the Operational Period.
6.15.(B)	Repetitive Non-Compliance	If Contractor’s Response Time compliance falls below 90% twice or more within a rolling six-month period, Contractor will be required to submit and implement a PIP	Within ten (10) business days of being notified of repetitive non-compliance.
7.1. (D) (8)	Fleet Vehicle Requirements	No more than 50% of the Ambulance fleet shall have over 100,000 miles at the start of the Operational Period.	At start of the Operational Period.
7.1. (D) (9)	Fleet Vehicle Requirements	Maintain an Ambulance fleet that meets or exceeds	Throughout the term of the Agreement.

LIST OF DELIVERABLES/REQUIREMENTS DURING OPERATIONAL PERIOD			
		130% of the peak level of deployment, rounded to the next higher number of Ambulances.	
<b>7.2. (A)</b>	Vehicles Meet State Law and Administrative Rules	Ensure that all Ambulances and vehicles meet applicable State law and Administrative Rules.	At start of the Operational Period and throughout the term of the Agreement.
<b>7.4. (H)</b>	Vehicle Markings	<ul style="list-style-type: none"> <li>Vehicle markings</li> <li>Numbering, radio identification conventions, and additional signage the Contractor may propose</li> </ul>	Before the start date of the Operational Period.
<b>7.10. (D)</b>	Deployment Plan	Maintain a current Deployment Plan with the EMS Agency	During the term of the Agreement. Changes must be submitted to the EMS Agency.
<b>7.11. (H)</b>	Equipment Requirements	Use equipment and systems that coordinate with those currently in use in the County of Monterey.	At start of the Operational Period.
<b>8.3.3 (a)</b>	Comprehensive Quality Improvement (QI) Program	Submit an updated QI plan, reports, and data	Annually
<b>8.4.1. (e)</b>	Customer Service Experience Quality	Review and evaluate the results of Contractor's patient satisfaction survey.	Quarterly
<b>8.4.2. (f)</b>	Clinical Scorecard System	Measure and evaluate clinical performance	Quarterly
<b>8.6. (F)</b>	Clinical Key Performance Indicators Liquidated Damages	Submit performance improvement plan that identifies root cause and correction plan.	Within ten (10) business days following completion of the comprehensive performance improvement process.
<b>8.9. (D)</b>	Exemption Request Procedure	Submit requests for exemptions.	Within ten (10) business days following the end of the response in question.
<b>8.10.(A)</b>	Clinical Performance Report	Monitor compliance with clinical requirements on a quarterly basis.	Quarterly
<b>8.10. (B)</b>	Clinical Performance Report	Compile and present a report to the EMS Agency's Emergency Medical Care Committee (EMCC) regarding Contractor's compliance with clinical performance standards	Annually
<b>10.2. (B)</b>	Character, Competence, and Professionalism of Personnel	Conduct a criminal record check, a DMV records	Before an employee can start providing services.

LIST OF DELIVERABLES/REQUIREMENTS DURING OPERATIONAL PERIOD			
		check and other checks as necessary, of each employee to ensure that Contractor is aware of any felony or misdemeanor convictions or other actions that could be a factor related to an individual's performance in an EMS system.	
<b>10.6. (A)</b>	Personnel Licensure, Certification and Training Requirements	Notify the EMS Agency of any Contractor personnel whose credentials have expired.	Within one (1) business day.
<b>10.7.5. (b)</b>	Fatigue Risk Management	Submit changes to the Fatigue Risk Management plan.	No later than 30 days after changes to the plan have been made.
<b>11.2.1 (e)</b>	Field and EMS Dispatch Personnel Orientation	Submit a Field and EMS Dispatch Personnel Orientation plan	No later than 30 days after changes to the plan have been made.
<b>11.2.2. (b)</b>	Continuing Education (CE) Program	Maintain continuous approval as CE Provider.	During the term of the Agreement.
<b>12.2. (B)</b>	Continuity of Operations Planning (COOP)	Submit COOP Plan.	Within 15 Business Days after the plan has been updated during the term of the Agreement.
<b>14.4. (b)</b> <b>14.4. (c)</b>	Local Presence, Service Inquiries and Complaints	Maintain a web-based customer service portal. Maintain a customer service plan.	During the term of the Agreement.
<b>15.2 (C)</b>	Rate Adjustments	Submit rate adjustment requests	No later than 30 days following the completion of the first year of service and annually thereafter.
<b>15.2. (E)</b>	Rate Adjustments	In the event of change in circumstances	When changed circumstances can be documented and quantified.
<b>15.6 (C)</b>	Audits and Inspections	Provide financial statements	Quarterly
<b>15.6 (D)</b>	Audits and Inspections	Provide audited financial statements	Annually
<b>15.7.1. (a)</b>	Payments and Charges	<ul style="list-style-type: none"> <li>• RFP Cost Recovery</li> <li>• Regulatory and administrative oversight fee</li> <li>• Electronic Patient Care Record</li> <li>• First Watch Online compliance Utility (initial)</li> <li>• First Watch Online compliance Utility (initial)</li> <li>• Radio Infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• One Time</li> <li>• Quarterly</li> <li>• Annually</li> <li>• One Time</li> <li>• Annually</li> <li>• Annually</li> </ul>

LIST OF DELIVERABLES/REQUIREMENTS DURING OPERATIONAL PERIOD			
<b>15.7.2. (a)</b>	Liquidated Damages	Payment of Liquidated Damages	Within 30 calendar days of the EMS Agency receipt of Contractor's monthly performance reports.
<b>15.7.3. (a)</b>	Irrevocable Letter of Credit	An irrevocable letter of credit in the amount Five Million dollars (\$5,000,000 USD) in the form attached hereto as Exhibit L	At execution of the Agreement
<b>15.7.4. (a)</b>	Performance Guarantee	An original guaranty executed by Contractor's parent company ("Performance Guarantee") in the form attached as Exhibit M	Concurrently with Contractor's execution of the Agreement
<b>17.1 (B)</b>	Performance Monitoring	Self-evaluation report	Annually
<b>17.2. (B)</b>	Data Collection and Reporting Requirements	Provide detailed operational, clinical, dispatch, and administrative data.	Within fifteen (15) Business Days after the first day of each calendar month.
<b>17.2. (C)</b>	Data Collection and Reporting Requirements	Review list of required reports, their frequency and due dates.	No later than November 30 <sup>th</sup> of each year
<b>17.6. (I)</b>	Essential Patient Care Record and Assignment Data	Contractor's pro-rata cost for the Monterey County ESO Data System	Annually
<b>2.5. (A) (1)</b>	Contract Extension Application Process	Submit request for Agreement extension	January 31 <sup>st</sup> of the year Contractor is eligible to request an extension.

LIST OF REPORTS		
Report	Detail	Proposed Frequency
<u>Operational</u>	<ul style="list-style-type: none"> <li>Calls and transports, by priority for each response area and areas outside the EOA</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>A list of each call where there was a failure to properly record all times necessary to determine the Response Time</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Maintenance records that include all vehicle failures/problems encountered while the ambulance is in service</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>All vehicle accidents</li> </ul>	
	<ul style="list-style-type: none"> <li>Equipment failure</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Mutual or automatic aid received or provided</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>EMS transports to and from medical aircraft performed by Contractor</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Summary of interrupted calls due to vehicle/equipment failures</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Fleet report</li> </ul>	TBD
	<ul style="list-style-type: none"> <li>Employee fatigue monitoring</li> </ul>	TBD
	<ul style="list-style-type: none"> <li>Self-evaluation (17.1. (B))</li> </ul>	Annually
	<ul style="list-style-type: none"> <li>All other operational reports as required by EMS System Policies and Procedures, or as required by the EMS Director or EMS Medical Director</li> </ul>	TBD
<u>Response Time Compliance</u>	<ul style="list-style-type: none"> <li>A list of each call dispatched for which Contractor did not meet the Response Time standard</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Explanation of reason calls were late</li> </ul>	
	<ul style="list-style-type: none"> <li>Canceled calls</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Exception reports and resolution</li> </ul>	Monthly
<u>Clinical</u>	<ul style="list-style-type: none"> <li>All other Response Time reports as required by EMS System Policies and Procedures, or as required by the EMS Director or EMS Medical Director</li> </ul>	TBD
	<ul style="list-style-type: none"> <li>Clinical performance</li> </ul>	Quarterly
	<ul style="list-style-type: none"> <li>Updated QI plan</li> </ul>	Annually
	<ul style="list-style-type: none"> <li>Continuing education compliance reports</li> </ul>	Quarterly
	<ul style="list-style-type: none"> <li>Summary of clinical/service inquiries and resolutions</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Patient satisfaction 8.4.</li> </ul>	Quarterly
<u>Reports</u>	<ul style="list-style-type: none"> <li>All other clinical reports as required by EMS System Policies, Protocols and Procedures, or as required by the EMS Medical Director</li> </ul>	
	<ul style="list-style-type: none"> <li>Billing compliance with relevant rules and regulations and adherence with approved and specified rates</li> </ul>	TBD
	<ul style="list-style-type: none"> <li>Provide financial statements showing operating results by major service line (ALS, BLS, IFT, CCT)</li> </ul>	Quarterly
	<ul style="list-style-type: none"> <li>Provide <b>audited</b> financial statements</li> </ul>	Annually



LIST OF REPORTS		
Report	Detail	Proposed Frequency
	<ul style="list-style-type: none"> <li>Provide cost allocation plan</li> </ul>	Annually
	<ul style="list-style-type: none"> <li>Other reports, as requested by EMS Agency</li> </ul>	TBD
<u>Commitment to Local Community</u>	<ul style="list-style-type: none"> <li>Number of community education events attended.</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Billing inquiries/complaints received and their appropriate disposition/resolution in electronic format 12.4. (H).</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Submit plan for community education programs for the following calendar year to the EMS Agency for review and approval.</li> </ul>	Annually on November 30 <sup>th</sup>
	<ul style="list-style-type: none"> <li>Summary of all service inquiries/complaints received and their appropriate disposition/resolution</li> </ul>	Monthly
	<ul style="list-style-type: none"> <li>Copies of any inquiries and resolutions of a clinical nature</li> </ul>	
	<ul style="list-style-type: none"> <li>Health Equity Enhancement and Cultural Competence activities</li> </ul>	Quarterly
	<ul style="list-style-type: none"> <li>Public Relations (PR) activities</li> </ul>	Quarterly
	<ul style="list-style-type: none"> <li>Other reports, as requested by EMS Agency</li> </ul>	TBD
<u>Personnel Reports</u>	<p>List of EMTs, paramedics and EMS communications personnel currently employed by Contractor and shall update that list whenever there is a change. Alternatively, at Contractor's option this information may be provided to the EMS Agency via read only access to that database. The personnel list shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>Name</li> <li>City and state of address</li> <li>Company email</li> <li>Telephone number</li> <li>EMT certification and expiration date</li> <li>Paramedic license and expiration date</li> <li>Paramedic accreditation and expiration date</li> <li>Specialty certifications and expiration date</li> </ul>	Annually and upon request by EMS Agency
Other Reports	Contractor shall provide the EMS Agency with such other reports and records as may be required by the EMS Director. Contractor will ensure that the EMS Agency has direct access to all information that the EMS Agency deems necessary for oversight and control of the EMS System, and that any impediment to direct communication with the EMS Agency is eliminated.	

**EXHIBIT F—RESPONSE CLASSIFICATION BY RESPONSE PRIORITY**

Priority	Response	Definition	Red Lights and Sirens
<b>1</b>	<b>Life-threatening Emergency</b>	Life-threatening emergencies, e.g., cardiac arrests, choking, major hemorrhage, etc. Require the closest ambulance with a red lights and siren response. Includes Echo and Delta calls. The ambulance is <b><i>not</i></b> divertible.	Yes
<b>2</b>	<b>Potentially life-Threatening Emergency</b>	Require an urgent red lights and siren response. Includes Charlie and Bravo calls.  The ambulance is divertible to a Priority 1 Response.	Yes
<b>3</b>	<b>Non-life-Threatening Emergency</b>	Require an immediate response with <b><i>no</i></b> red lights or siren. BLS ambulance may be utilized for response if the BLS ambulance is closer or deemed appropriate.  Includes Alpha and Omega calls. ALS ambulances assigned to a Priority 3 call may be diverted to a higher priority response.  BLS ambulances assigned to a Priority 3 call may <b><i>not</i></b> be diverted to a higher priority response.	No
<b>4</b>	<b>Emergency Interfacility Transfer</b>	Emergency ALS transport requested by a healthcare facility to a higher level of care when a delay could result in placing the patient's health in immediate jeopardy (e.g., STEMI, Stroke, or Trauma re-triage). These requests are dispatched as Code 3 and Ambulances <b><i>cannot</i></b> be diverted.	Yes
<b>5</b>	<b>Unscheduled Urgent Interfacility Transfer</b>	Transfers scheduled by a healthcare facility where the patient's medical condition requires transport to a facility providing a higher level of care and the patient's health is <b><i>not</i></b> considered to be in immediate jeopardy.	No

Priority	Response	Definition	Red Lights and Sirens
6	<b>Scheduled Interfacility Transfer</b>	Transfers scheduled by a healthcare facility where transfer may be pre-arranged for medically stable patients.	No
7	<b>Scheduled Out-of-County Transfer</b>	Transfers scheduled by a healthcare facility that originate within the County of Monterey going to facilities outside of the County of Monterey, with an agreed upon pick-up time, regardless of requested time.	No
8	<b>Critical Care Transport</b>	Transports requested by a healthcare facility when the patient's medical needs exceed the ALS level of service. CCT transports <b>cannot</b> be diverted.	May be requested/needed

**EXHIBIT G—RESPONSE TIME COMPLIANCE STANDARD**

<b>Response Priority</b>	<b>Response Area</b>	<b>Compliance Standard</b>	<b>Overall Compliance Standard</b>
<b>Priority 1 Life-threatening Emergency</b>	<b>Response Area 1</b>	<b>90.00%</b>	
	<b>Response Area 2</b>	<b>90.00%</b>	
	<b>Response Area 3</b>	<b>90.00%</b>	
<b>Priority 2 Potentially Life-threatening Emergency</b>	<b>Response Area 1</b>	<b>90.00%</b>	
	<b>Response Area 2</b>	<b>90.00%</b>	
	<b>Response Area 3</b>	<b>90.00%</b>	
<b>Priority 3 Non-life-threatening Emergency</b>	<b>Response Area 1</b>	<b>90.00%</b>	
	<b>Response Area 2</b>	<b>90.00%</b>	
	<b>Response Area 3</b>	<b>90.00%</b>	
<b>Priority 4 Emergency Interfacility Transfer</b>			<b>90.00%</b>
<b>Priority 5 Unscheduled Urgent Interfacility Transfer</b>			<b>90.00%</b>
<b>Priority 6 Scheduled Interfacility Transfer</b>			<b>90.00%</b>
<b>Priority 7 Scheduled Out-of-County Transfer</b>			<b>90.00%</b>
<b>Priority 8 Critical Care Transport (CCT)</b>			<b>90.00%</b>

## EXHIBIT H—RESPONSE TIME REQUIREMENT BY PRIORITY AND RESPONSE AREA

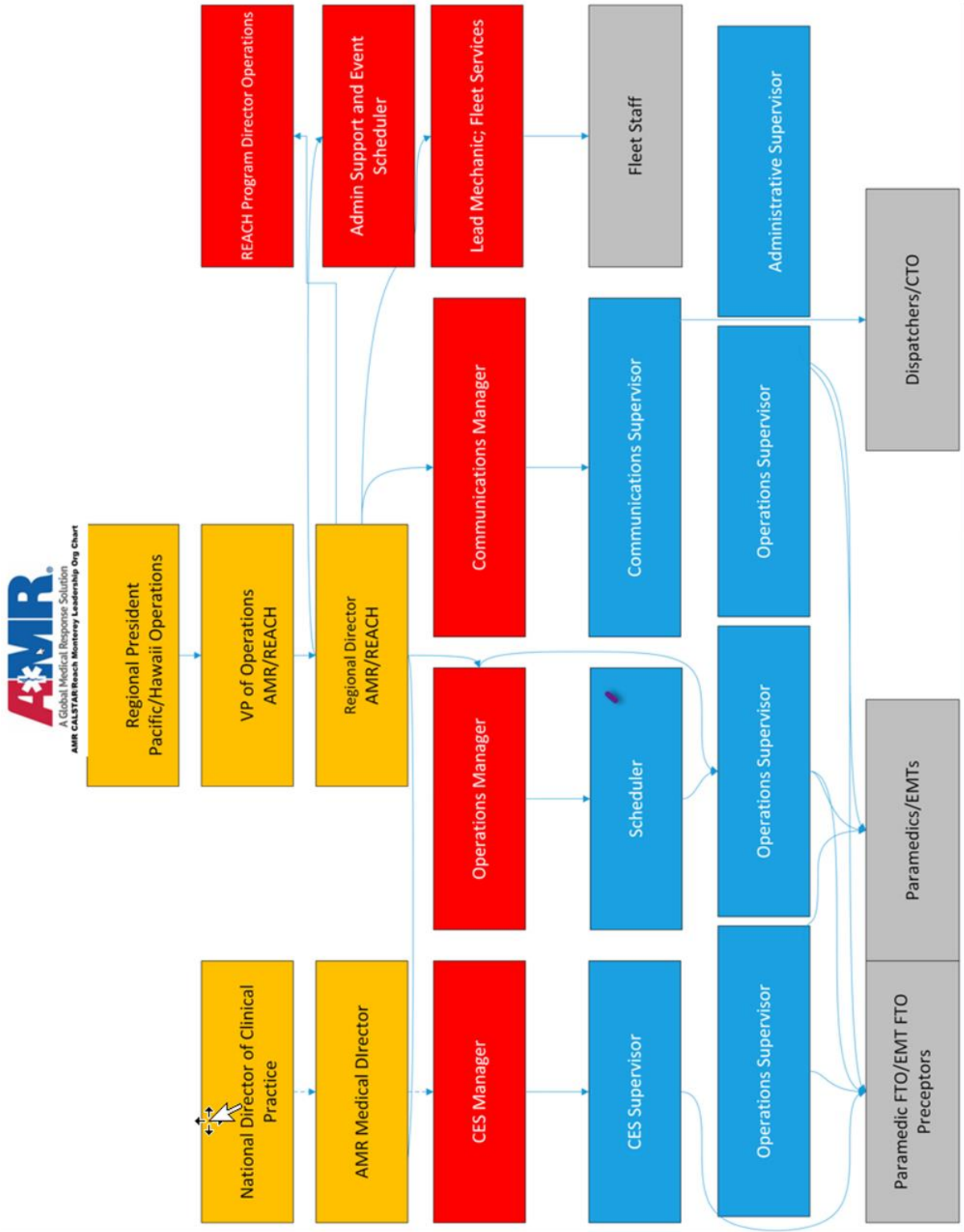
RESPONSE PRIORITY			RESPONSE TIME STANDARD					
			Dispatch Time Interval	Chute Time Interval	Ambulance Travel Time Interval			
Priority	Red Lights and Siren Response	Type of Call	Call Processing and Dispatch	Chute Time	Response Area 1 Urban	Response Area 2 Suburban	Response Area 3 Rural	Response Area 4 Wilderness
1	Yes	Life Threatening Emergency (Generally, MPDS Echo and Delta Determinants)	60 Seconds	60 Seconds	8:00	12:00	16:00	ASAP
2	Yes	Potentially Life-Threatening Emergency (Generally, MPDS Charlie and Bravo Determinants)	60 Seconds	60 Seconds	10:00	16:00	20:00	ASAP
3	No	Non-Life-Threatening Emergency (Generally, MPDS Alpha and Omega Determinants)	60 Seconds	60 Seconds	12:00	20:00	24:00	ASAP
4	Yes	Emergency IFT	60 Seconds	60 Seconds	10:00	16:00	N/A	N/A
5	No	Unscheduled Urgent IFT	N/A	N/A	Within 90 minutes of all requests made with less than 12 hours' notice to Contractor.			
6	No	Scheduled IFT	N/A	N/A	No later than 15 minutes of the scheduled arrival time on not less than 90% for requests made with more than 24 hours' notice to the Contractor.			

RESPONSE PRIORITY			RESPONSE TIME STANDARD		
			Dispatch Time Interval	Chute Time Interval	Ambulance Travel Time Interval
					<p>No later than 45 minutes of the scheduled arrival time on not less than 90% for requests made with less than 24 hours' notice to the Contractor.</p> <p>Scheduled pick-up times may shift as agreed upon by facilities involved.</p>
7	No	Scheduled Out-of-County Transfer	N/A	N/A	Arrival at the hospital no later than 15 minutes from the agreed upon pick up time on not less than 90% of all transfers.
8	May be Requested/ Needed	CCT Transport	N/A	N/A	Arrival time at the hospital no later than 15 minutes from the agreed upon pick-up time on not less than 90% of all CCT transports.

**EXHIBIT I—SAMPLE CLINICAL SCORECARD**

Category	Metric ID	Clinical Metric*	Standard	Assigned Weight	Percentage Achieved	Compliance Required	Level 1 Fine Threshold	Level 2 Fine Threshold	Level 3 Fine Threshold
General Care	GC-1	Patients who received assisted ventilations and had an ETCO2 measurement documented	Protocols R-1 & RP-1, Policy 4502	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	GC-2	Patients with symptomatic hypoglycemia who received treatment to correct their hypoglycemia	Protocols N-4 & NP-2	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	GC-3	Patients who received EMS-administered medication and had a weight in kilograms or length-based weight documented	NEMSQA Standard	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	GC-4	Patients with status epilepticus who received an appropriate dose of a benzodiazepine based on documented estimated patient weight	Protocols N-3 & NP-1	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	GC-5	Patients transported without the use of lights and sirens	NEMSQA Standard	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
<b>TOTAL</b>				<b>100.0%</b>		<b>90.0%</b>			
STEMI	STEMI-1	Aspirin administered to patients with suspected ACS or appropriate reason documented for not administering	Protocol C-3	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	STEMI-2	12-lead EKG obtained within 10 minutes of patient contact	≤ 10 minutes	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	STEMI-3	STEMI Receiving Center notified within 10 minutes of an EKG demonstrating STEMI	≤ 10 minutes	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	STEMI-4	Successful transmission of EKG to nearest STEMI Receiving Center within 15 minutes of an EKG demonstrating STEMI	≤ 15 minutes	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	STEMI-5	Transporting ambulance crew en route to hospital within 10 minutes of EKG documenting STEMI	≤ 10 minutes, Protocol C-3, Policy 5000	20.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
<b>TOTAL</b>				<b>100.0%</b>		<b>90.0%</b>			
Stroke**	Stroke-1	Patients with acute Altered Neurological Function who had a blood glucose level obtained and documented by EMS	Protocols M-3 & N-2	25.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	Stroke-2	Patients with acute Altered Neurological Function who had a BEFAST exam completed	Protocol N-2	25.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	Stroke-3	Patients with suspected acute stroke or TIA who had a last known well time documented	Protocol N-2	25.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
	Stroke-4	Transporting ambulance crew en route to hospital within 10 minutes of positive BEFAST exam	≤ 10 minutes, Protocol N-2, Policy 5000	25.0%		90.0%	89.99%-85.00%	84.99%-80.00%	79.99% and under
<b>TOTAL</b>				<b>100.0%</b>		<b>90.0%</b>			

EXHIBIT J—CONTRACTOR’S ORGANIZATIONAL CHART





## **ATTACHMENT 1—BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective \_\_\_\_\_, 20\_\_ (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and AMERICAN MEDICAL RESPONSE WEST (AMR) (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement “(Services Agreement)” between Covered Entity and Business Associate to which this BAA applies.

### **3. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate

shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or nonpermitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books,

agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create deidentified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

#### **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

#### **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such

time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments**; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

**If to Business Associate, to:**

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**If to Covered Entity, to:**

County of Monterey Health Department \_\_\_\_\_

Attn: Compliance/Privacy Officer \_\_\_\_\_

1270 Natividad Road \_\_\_\_\_

Salinas, CA 93906 \_\_\_\_\_

Phone: 831-755-4018 \_\_\_\_\_

Fax: 831-755-4797 \_\_\_\_\_



Email: [sumeshwarsd@co.monterey.ca.us](mailto:sumeshwarsd@co.monterey.ca.us)

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Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will

control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 Offshore Work.** Any data sent overseas or offshore will be maintained at same level of security and confidentiality as required by the State of California and U.S. Federal data security laws.

**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information

that would result in “information blocking” as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, “Information Blocking Rules”). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity’s electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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

## **ATTACHMENT 2—CAD AND RADIO COMMUNICATIONS SPECIFICATIONS**

### **Contractor Co-location with County of Monterey Emergency Communications Department (ECD)**

Contractor will work with ECD and County IT department for work necessary to co-locate Contractor's Medical Dispatch with ECD. A separate contract with ECD and County ITD may be required. Contractor will be responsible for all costs of co-locating with ECD.

MCECD, which integrates countywide law, fire, and EMS resources, utilizes a Central Square CAD system and utilizes County personnel and / or vendor support personnel for CAD maintenance including but not limited to CAD versioning upgrades. County personal and vendor support is also used for maintaining and supporting interfaces into CAD such as, not limited to, GIS, radio, paging, ANI-ALI, and digital audio recording interfaces.

In the event of a CAD outage ECD employs a continuity of operations manual mode dispatching plan. At a cost to Contractor, and upon EMS Agency approval, ECD will complete initial programming necessary to support the selected Contractor's system needs and will make CAD system modifications and / or enhancements in the future when needed to support Contractor requests to modify dispatch procedures for ambulance deployment. ECD will provide remote CAD query and one-way or two-way data access to Contractor to facilitate service delivery and performance monitoring, at Contractors cost. Contractor will be required to purchase all appropriate licenses for searching and analytics functionality, at their cost.

### **Contractor Stand-Alone EMS Dispatch Center**

If Contractor chooses to staff and equip its own stand-alone EMS Dispatch Center, Contractor shall be responsible for all costs associated with necessary facilities, hardware, software, staffing, interfaces, maintenance and support, and all other necessary technology and equipment specified within this RFP and that is necessary to effectively provide all of the EMS Dispatch Center functions described herein.

Contractor shall establish and maintain necessary commercial wireless / data access fully compatible with ECD and its CAD / phones / radios and pay any costs of developing and maintaining necessary data / voice interfaces from the ECD CAD / phones / radios to Contractor's CAD / phones / radios. The data / voice interfaces shall provide real-time monitoring and recording of Contractor's ambulance data and, at a minimum, provide the accurate location and status of active ambulance calls, pending calls, and locations and status of ambulances. Any costs of developing the data / voice interfaces from the ECD CAD to Contractor's CAD to monitor deployment shall be borne by Contractor.

## **Mobile Data Terminals (MDT) / Mobile Data Computers (MDC)**

Contractor shall provide and install mobile data terminals/computers in each ambulance and each supervisor vehicle. The MDT/MDC shall enable two-way data communication of call information and unit status between ECD, ambulances, and supervisor units. The MDT/MDC equipment shall be approved by the EMS Agency. The MDT/MDC and/or modems shall be installed and functional before the start of the agreement at the expense of Contractor.

### **Global Positioning System (GPS) Automatic Vehicle Location (AVL) Requirements**

Contractor shall be responsible to purchase, install, maintain, repair and replace, as needed, GPS/AVL equipment that will integrate with the ECD CAD system and Contractor's CAD system, if different, for each ambulance and field supervisor vehicle.

Contractor shall ensure that the GPS/AVL system used is reliable, accurate, and capable of providing wheels rolling and wheels stopped time measurements.

Should the GPS/AVL system be upgraded or replaced within the terms of the contract, Contractor, at their cost, will upgrade or replace their GPS/AVL equipment to be compatible with and operate on the new system.

## **Radio, Tone and Voice Requirements**

All base, mobile, and portable radios shall be capable of transmitting and receiving audio on the Monterey County conventional and next generation radio systems (VHF/UHF/700/800/Wi-Fi/LTE). These radios will be Project 25 Phase-1; upgradable to Phase-2 (TDMA) digital capable, Common Air Interface (CAI), conventional and trunked system protocols, AES256 encryption equipped with support for multi-key, Over-the-Air Programming (OTAP) and Over-the-Air Rekey (OTAR).

Conventional radios will be MDC1200 encode/decode equipped. All equipment will be approved by County Radio Shop.

The Information Technology (IT) Department's County Radio Shop will help Contractor purchase appropriate base, mobile, and portable radios and will provide initial programming services. Contractor may contract with ITD vendor for ongoing programming services, or its designee, at a cost to the Contractor, based on current fiscal year published technical rates for service. The County Radio Shop does not provide radio maintenance or repair services, beyond programming and reprogramming.

Should the Monterey County NGEN radio communication system be upgraded or replaced within the terms of the contract, Contractor shall, at their cost, upgrade or replace their radio communication equipment to be fully compatible with and operate on the new system. The County Radio Department will make every effort to provide advanced notification to Contractor for timely compliance with system changes.

Contractor shall maintain a minimum cache of five (5) spare mobile radios to replace those radios sent for maintenance or for repair. Contractor shall maintain a minimum cache of ten (10) portable radios for use within the EMS System.

Please note that Should the Contractor use a CAD system, radio system, phone system, and/or program or vendor for recording purposes, other than the one currently in use by ECD, Contractor will be solely responsible for data entered into CAD system, or created and recorded by the program or vendor, and any requests for the content of that CAD system/record and/or audio recording, regardless whether the data and records are "County property" pursuant to this agreement. An interface will be necessary in order to receive and reply to communications from ECD, but such ability to communicate will not constitute control of the record on the part of ECD. Contractor will be responsible for any request for the contents of records it holds in its operating systems. Should there be any data in these reports the Contractor does not want released, it must be marked "trade secret," "confidential," or "proprietary." However, the County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. However, the County agrees that if a Public Records Act request is made for disclosure for the Contractor's records so classified, it will provide the affected Contractor with a copy of such request so that the Contractor will have an opportunity to legally challenge the County's obligation to disclose such information.

Should the Contractor use the same CAD, radio system, phone system, and/or program or vendor for recording purposes as the one currently in use by ECD, ECD will respond to records requests and release records handled by its staff. Should the data be entered into CAD by Contractor employees or Contractor employees are speaking to callers or field units, those records and recordings are considered in control of the Contractor and requestors will be directed to the Contractor for records requests. Additionally, once calls are transferred to the Contractor, those calls will be considered records in control of the Contractor and records requests will be directed to the Contractor.

## ATTACHMENT 3—IRREVOCABLE LETTER OF CREDIT

TO:

Monterey County Emergency  
Medical Services Agency  
Attn: EMS Director  
1441 Schilling Pl.  
South Building  
Salinas, CA 93901

Line of Credit Number

\_\_\_\_\_

Initial Expiration Date: \_\_\_\_\_

DATE:

Dear Director:

This is an irrevocable Letter of Credit issued by \_\_\_\_\_  
("Issuer") in favor of the beneficiary County of Monterey ("County") for the account of  
[Contractor] (the "Account Party").

This Letter of Credit is in an amount of United States Dollars. Upon County's presentation of a written, dated and signed statement and sight draft, similar to the form attached, signed by the County Executive of the County of Monterey, State of California, stating that the Account Party is in default of its obligations ("Obligations") under that certain Emergency Medical Services Agreement between the Account Party and the County dated \_\_\_[date] (as the same may be amended from time to time), Issuer shall pay to County the amount claimed to be due, \_\_\_\_\_ (the "Stated Amount"). Except as expressly stated herein, Issuer's obligation to pay is not subject to any agreement, requirement or qualification.

All drafts drawn on this Letter of Credit must be marked "Drawn on 'Issuer', Letter of Credit Number \_\_\_\_\_."

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, Issuer notifies County in writing by certified mail or courier service at the above listed address, that Issuer elects not to consider this Letter of Credit extended for any such additional period. Upon receipt by County of such notice, County may draw hereunder by means of County's drafts on Issuer at sight accompanied by County's written statement reciting that: "by not extending this Letter of Credit or providing a substitute therefor prior to the expiration of this Letter of Credit, the Account Party is deemed in default of its

Obligations and that the proceeds of County of Monterey's drafts will be retained and used by County to meet Account Party's Obligations." Partial drawings are permitted under this Letter of Credit; provided, however, that partial drawings in the aggregate shall not exceed the Stated Amount.

In each case where Issuer has received a draft described above prior to 5:00 p.m. Pacific Time, on a Business Day, payment shall be made by 5:00 p.m. Pacific Time on the following Business Day. As used herein, "Business Day" means any day on which inter-bank payments can be effected through the use of the Fedwire system other than (i) a Saturday or Sunday, or (ii) a legal holiday on which banking institutions in the State of California are closed. Issuer may effect payment through use of the Fedwire system if County provides wiring instructions to Issuer.

Issuer covenants that all drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented at Issuer's office on or before the Initial Expiration Date of this Letter of Credit, or any automatically extended date as set forth above.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600. As to matters not governed by the UCP, this Letter of Credit shall be governed by the internal laws of the State of California (without regard to conflicts of law provisions).

Sincerely,

[Issuer - Insert Name and Address of Issuing Bank and Name of Contact Individual]



*IRREVOCABLE LETTER OF CREDIT DRAFT*

Letter Of Credit No: \_\_\_\_\_

Date Of Letter Of Credit: \_\_\_\_\_

Date Of Draft: \_\_\_\_\_

To: (Bank) \_\_\_\_\_

(Address) \_\_\_\_\_

(Fax): \_\_\_\_\_

Attention: \_\_\_\_\_

For value received, pay on demand to the order of County of Monterey the amount of  
\_\_\_\_\_ dollars (\$\_\_\_\_\_).

The County hereby certifies the following: (i) that the County declared Contractor in Material Breach; (ii) the Contractor failed to cure the Material Breach within the cure period; (iii) the County has provided Contractor with written notice to terminate this Agreement; and (iv) the Agreement was terminated.

is in default of its obligations under that certain EMS Medical Services Agreement between [Contractor] and the County of Monterey dated [date] (as the same may be amended from time to time).

The amount of this draft does not exceed the amount available to be drawn by the beneficiary under the letter of credit. We acknowledge that, upon your honoring the drawing herein requested, the amount of the letter of credit available for drawing shall be automatically decreased by an amount equal to this drawing.

Charge to the account of [Contractor].

Drawn under [name of bank] letter of credit no. \_\_\_\_\_

Funds to be wired to: \_\_\_\_\_

ABA routing number: \_\_\_\_\_

Receiving bank: \_\_\_\_\_

Beneficiary: County of Monterey

Very Truly Yours,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## ATTACHMENT 4—PERFORMANCE GUARANTEE

This Performance Guarantee, dated as of \_\_\_\_\_ (this “Guarantee”) is made by American Medical Response, Inc. [NAME OF GUARANTOR], a \_\_\_\_\_ (the “Guarantor”), in favor of **THE COUNTY OF MONTEREY**, a political subdivision of the State of California (the “County”).

WHEREAS, the County and [Contractor], a \_\_\_\_\_, (“Contractor”) are entering into that certain Emergency Medical Services Agreement, dated as of \_\_\_\_\_, and as may be amended from time to time (the “EMS Contract”), pursuant to which Contractor has offered to provide certain services to the County as more particularly set forth in the EMS Contract (the “Services”), and the County has agreed to receive the Services from Contractor;

WHEREAS, it is a condition to the effectiveness of the EMS Contract that the Guarantor execute and deliver this Guarantee, guaranteeing Contractor’s obligations under the EMS Contract;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor agrees as follows:

Section 1. Guarantee. The Guarantor hereby unconditionally and irrevocably (i) guarantees the full and prompt payment and performance of all obligations and liabilities, accrued and executory, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the EMS Contract which Contractor presently or hereafter may have to the County under the terms, conditions and covenants of the EMS Contract (collectively, the “Obligations”) strictly in accordance with the terms thereof, and (ii) covenants and agrees to the County that if for any reason whatsoever Contractor shall fail to so perform and observe any of the Obligations, the Guarantor will duly and punctually perform and observe the same.

Section 2. Guarantee Unconditional. The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by (and the Guarantor hereby waives, to the fullest extent permitted by applicable law) any act or omission to act or delay of any kind by Contractor, the County or any other person or any other circumstance whatsoever (including the bankruptcy of Contractor), which might, but for the provisions of this Section, constitute a legal or equitable discharge, limitation or reduction of the Guarantor’s obligations hereunder. This Guarantee shall continue to be effective or be automatically reinstated, as the case may be, if at any time any payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by the County for any reason whatsoever, whether upon insolvency, bankruptcy, dissolution, liquidation or reorganization of the Guarantor, all as

though such payment had not been made, and the Guarantor agrees that it will indemnify the County on demand for all reasonable costs and expenses (including, without limitation, reasonable fees and disbursements of counsel) incurred by the County in connection with such rescission or restoration. Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Guarantee shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the County against Contractor of any of the County's rights and remedies provided for under the EMS Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the County's favor in law, equity, or bankruptcy.

Section 3. Corporate Authority. The County may rely upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties of Contractor or the Guarantor in connection with the EMS Contract and this Guarantee. The County may accept a copy of a resolution of the board of directors or other governing body of Contractor, certified by the President, Treasurer or Secretary of Contractor, as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the method of determination of which is not specifically prescribed herein, the County may for all purposes hereof rely on a certificate, signed by a duly appointed officer of Contractor or the Guarantor in connection with the Services contemplated by the EMS Contract, and this Guarantee and with respect to the Obligations contemplated hereby or thereby, as evidenced by the incumbency certificate, as to such fact or matter and such certificate shall constitute full protection to the County for any action taken or omitted to be taken by it in good faith in reliance thereon.

Section 4. Recourse against Contractor.

- a) Guarantor agrees that its liability under this Guarantee shall be continuing, absolute, primary, and direct.
- b) Guarantor affirms that the County shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Guarantee against Guarantor, and that Guarantor will, upon demand, pay the County any amount, the payment of which is guaranteed hereunder and the payment of which Contractor is in default under the EMS Contract or under any other document(s) or instrument(s) executed by Contractor .
- c) Each of the obligations of the Guarantor under this Guarantee is separate and independent of each other obligation of the Guarantor under this Guarantee and separate and independent of the Obligations, and the Guarantor agrees that a

separate action or actions may be brought and prosecuted against the Guarantor to enforce this Guarantee, irrespective of whether any action is brought against Contractor or Contractor is joined in any such action or actions.

Section 5. No Subrogation. Until all the Obligations have been performed, the Guarantor will have no right of subrogation to, and waives, to the fullest extent permitted by law, any right to enforce any remedy which the County now has or may hereafter have against Contractor in respect to the Obligations; and the Guarantor waives any benefit of and any right to participate in, any security now or hereafter held by the County for the Obligations.

Section 6. Representations and Warranties. The Guarantor represents and warrants to the County, upon each of which representations and warranties the County specifically relies as follows:

- a) Good Standing, etc. The Guarantor is a corporation duly incorporated and validly existing under the laws of the State of\_\_. The Guarantor is duly authorized and licensed to carry on its businesses as presently owned and carried on by it. The Guarantor has the necessary power and authority to enter and perform its Obligations hereunder,
- b) Burdensome Provisions, etc. The Guarantor is not a party to any agreement or instrument, or subject to any corporate restriction or any judgment, order, writ, injunction, decree, award, rule, or regulation, which precludes its ability to issue this Guarantee or to perform its obligations under this Guarantee.
- c) Consents. No consent, approval, or authorization of, or declaration, registration, filing or qualification with, or giving of notice to, or taking of any other action, in respect of any person, governmental authority or agency is required on the part of the Guarantor in connection with the execution and delivery and enforcement of this Guarantee.
- d) Due Execution, etc. This Guarantee has been duly executed and delivered by the Guarantor and constitutes a valid and binding obligation of the Guarantor enforceable in accordance with its terms.
- e) No Default, etc. Neither the execution nor the delivery of this Guarantee, conflicts with or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of the Articles of Incorporation or Bylaws of the Guarantor or of any agreement or instrument to which the Guarantor is a party or by which the Guarantor is bound, or to which any of its property or assets are subject or results or will result in the contravention of any law, rule, regulation or court or administrative order to which the Guarantor or its property or assets are subject.
- f) No Proceedings, etc. There are no proceedings pending or contemplated for the merger, consolidation, sale, liquidation, dissolution or bankruptcy of the

Guarantor.

Section 7. Termination. This Guarantee shall terminate on the fulfillment of all of the Obligations under the EMS Contract.

Section 8. Further Assurances. The Guarantor shall, from time to time, do and perform any and all acts and execute any and all further instruments which may be required or which may be reasonably requested by the County more fully to effect the purpose of this Guarantee.

Section 9. Payments. All payments to be made by the Guarantor under this Guarantee shall be made in full, without set-off or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever.

Section 10. Costs and Expenses. The Guarantor shall pay all reasonable out-of-pocket costs and expenses of the County (including the reasonable fees and disbursements of counsel) in connection with the enforcement of the obligations of the Guarantor under this Guarantee or any related document. The Guarantor agrees to indemnify and hold harmless the County from and against any and all liability incurred by the County or its nominee or agent or any of its employees hereunder or in connection herewith, including the enforcement of this Guarantee; provided, however, that the Guarantor shall have no such obligation in connection with any action brought by the County against the Guarantor to the extent that the Guarantor is the prevailing party in the judgment rendered in any such action.

Section 11. Governing Law. This Guarantee shall be governed by, and construed in accordance with, the laws of the State of California.

Section 12. No Waiver, Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the County, any right, remedy, power or privilege hereunder, shall operate as a waiver hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

Section 13. Amendments. Any provision of this Guarantee may be amended or waived if but only if, such amendment or waiver is in writing and is signed by the Guarantor and the County.

Section 14. Notices. All communications and notices pursuant hereto shall be in writing (including bank wire, telex, telecopier, electronic facsimile transmission or similar writing) and shall be given to any party at its address or facsimile number set forth below or at such other address or facsimile number as such party may hereafter specify for the purpose of notice to the other. Each such notice or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section and the receipt thereof is confirmed, or (ii) if given by any other means, when received at the address specified in this Section.

**If to the Guarantor:**

[Name of Guarantor]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

**If to the County:**

The County of Monterey  
c/o EMS Agency Director  
1441 Schilling Place  
Salinas, CA 93901

Section 15. Successors and Assigns. This Guarantee shall be binding upon the Guarantor and its successors and assigns and inure to the benefit of the County and its successors and permitted assigns. This Guarantee shall extend to any person acquiring, or from time to time carrying on, the business of Contractor. The Guarantor may not assign any of its obligations under this Guarantee without the prior written consent of the County.

Section 16. Jurisdiction and Venue. The Guarantor hereby irrevocably submits to the jurisdiction of any court sitting in Monterey County, California in any action or proceeding arising out of or relating to this Guarantee, and the Guarantor hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such court. The Guarantor hereby irrevocably waives, the forum non convenience defense to the maintenance of such action or proceeding. The Guarantor agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 17. Entire Agreement. This Guarantee contains the entire agreement between the parties related to the subject matter hereof and supersedes all prior and contemporaneous agreements, term sheets, commitments, understandings, negotiations and discussions, whether oral or written. There are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

Section 18. Failure to Perform. If the Guarantor fails to perform any of its agreements or obligations hereunder, the County may (but will not be required to) itself perform, or cause to be performed, such agreement or obligation, and the reasonable expenses of the County incurred in connection therewith will be payable by the Guarantor.

Section 19. Severability. If one or more of the covenants, agreements, provisions, or terms of this Guarantee shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms of this Guarantee.

Section 20. References to “Person”. Any reference in this Guarantee to a “person” means and includes an individual, a partnership, a corporation, a joint stock company, a trust, an unincorporated association, a limited liability company, a joint venture or other entity, or a government or any agency or political subdivision thereof.

Section 21. Headings. The headings of the Sections herein are for convenience of reference only and shall not limit any of the terms or provisions hereof.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first above written.

[NAME OF GUARANTOR]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_