

AMENDMENT NO. 11 TO AGREEMENT NO. A-11610
BETWEEN
COUNTY OF MONTEREY
&
AMERICAN MEDICAL RESPONSE WEST (AMR)

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THIS AMENDMENT No. 11 to the Advanced Life Support Ambulance Service Agreement, AGREEMENT No. A-11610, is made and entered by and between American Medical Response West (AMR) ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("County").

WHEREAS, on or about January 5, 2010, the County and CONTRACTOR entered into that certain Advanced Life Support Service Agreement, AGREEMENT No. A-110610 for the provision of advanced life support ambulance services for the period January 30, 2010 through January 31, 2015 ("AGREEMENT"), with the CONTRACTOR, having the ability to earn up to five (5) contract extensions of one (1) year each according to the terms of the renewal provisions of the AGREEMENT; and

WHEREAS, on or about July 8, 2011, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 1 ("AMENDMENT No. 1") to extend the term of the AGREEMENT for one year, for the period from January 31, 2015 to January 31, 2016 (the first one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 9, 2012, the County and CONTRACTOR executed Amendment No. 2 ("AMENDMENT No. 2") to better define CONTRACTOR's requirements regarding response time compliance by county region, allow Behavioral Health defined transports be provided by an entity other than CONTRACTOR, and, pursuant to Section 6.1.1 of the AGREEMENT, to extend the term of the AGREEMENT for one year, for the period from January 31, 2016 to January 31, 2017 (the second one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 1, 2013, pursuant to Section 17.2 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 3 ("AMENDMENT No. 3") to implement a 2.75% rate increase and to amend and replace Exhibit B (Monterey County Ambulance Rates); and

WHEREAS, on or about March 1, 2013, the County and CONTRACTOR executed Amendment No. 4 ("AMENDMENT No. 4") to refine CONTRACTOR response time requirements and to amend and replace Exhibit D EMS Boundaries maps; and

WHEREAS, on or about January 28, 2014, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 5 ("AMENDMENT No. 5") to extend the term of the AGREEMENT for one year, for the period from January 31, 2017 to January 31, 2018 (the third one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

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WHEREAS, on or about February 24, 2014, the County and CONTRACTOR executed Amendment No. 6 (“AMENDMENT No. 6”) to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit D EMS Boundary Maps, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2018 to January 31, 2019 (the fourth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about January 16, 2015, the County and CONTRACTOR executed Amendment No. 7 (“AMENDMENT No. 7”) to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit B (Monterey County Ambulance Rates) with a new Exhibit B, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2019 to January 31, 2020 (the fifth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 14, 2016, the County and CONTRACTOR executed Amendment No. 8 (“AMENDMENT No. 8”) to correct the listed rate for the Pulse Oximetry service from \$52.88 to \$62.55 (per Board’s rate increase approved on January 29, 2013) and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, on or about May 29, 2019, the County and CONTRACTOR executed Amendment No. 9 (“AMENDMENT No. 9”) to implement a 9.9% rate increase and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, on or about January 28, 2020, the County and CONTRACTOR executed Amendment No. 10 (“AMENDMENT No. 10”) to extend the term of the AGREEMENT through January 31, 2022, implement a 9.4% rate increase, to replace Exhibit B (Monterey County Rate Tables); and to make substantive amendments to various sections of the Agreement; and

WHEREAS the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT to June 30, 2025, implement a 29.60% rate increase, and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Ambulance Rates), and to amend various sections of the AGREEMENT, as detailed below.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT, as previously amended, as follows:

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1. Extend the term of the AGREEMENT to June 30, 2025 and implement a 29.60% rate increase
2. Remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables), attached hereto.
3. Add Section 3.4.14 to read as follows:
 - 3.4.14 CONTRACTOR shall staff a CCT RN position in Monterey County.
4. Amend Paragraph 3 of Section 4.1.1 Exclusive Services to read as follows:
 - 4.1.1. Ambulance services are provided at the advanced life support (ALS) level for Priority 1-3 responses. Additionally, the CONTRACTOR shall furnish (a) stand-by coverage for special events; (b) inter-facility transfers (c) critical care transport; (d) long-distance transfers originating within the County; (e) reasonable mutual aid services; (f) special contract services; (g) emergency standby services; and (h) communications and medical dispatch services. Ambulance services may be provided at the basic life support (BLS) level for (a) inter-facility transfers, when medically appropriate; (b) long-distance transfers originating within Monterey County, when medically appropriate; (c) special contract services when that level of service is appropriate for the patient's needs; (d) Priority 3, Alpha and Omega calls when deemed appropriate; and (e) ambulance stand-by services for special events or activities where the presence of an ambulance is desired.
5. Amend Section 4.1.2.4 to read as follows:
 - 4.1.2.4 CONTRACTOR will not be responsible for wheelchair or non-medical gurney transportation services (i.e., custodial care or custodial health) transports. CONTRACTOR shall not be responsible for the transport of behavioral health patients being transferred from an acute care hospital to a behavioral health facility when there are no medical needs such as monitoring an IV, medication administration, or other patient care activities requiring an EMT or paramedic to be in attendance with the patient.

Use of restraints absent other clinical requirements or medical needs will not be used as sole criteria to warrant EMT or Paramedic level transport, or as the justification of medical necessity for an ambulance transport.
6. Amend Section 4.10.4.1 read as follows:
 - 4.10.4.1 CONTRACTOR shall be responsible for the provision of ambulance services at special events and activities requiring an ambulance to stand-by. CONTRACTOR

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may also provide non-ambulance medical stand-by services. Ambulance services for special events and activities requiring an ambulance to stand-by may be provided at the BLS or ALS level. The 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 911 services. The EMS Agency may require ALS ambulance service if in its review of the Medical Plan, the EMS Agency determines the event requires ALS ambulance coverage.

7. Add Sections 4.10.4.2 to 4.10.4.5 to read as follows:

- 4.10.4.2 CONTRACTOR may sub-contract for mutual aid 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 911 services.
- 4.10.4.3 CONTRACTOR shall attempt to utilize other Monterey County-based ambulance providers, then CONTRACTOR resources from other areas, before contracting with other ambulance providers.
- 4.10.4.4 Rates paid to the sub-contractor shall not exceed the rates charged by the CONTRACTOR for CONTRACTOR's own ambulances. Billing for special events may be rounded to the next ½ hour increment.
- 4.10.4.5 Requests for special event ambulance coverage shall be received by CONTRACTOR at least 14 days prior to the date of the event. A surcharge of up to 1.5 times the standard hourly rate will be charged for requests received fewer than 14 days in advance of the event. A request to increase the number of ambulances from the event organizer with less than 14 days' notice prior to the event may be subject to a surcharge of 1.5 times the standard hourly rate. A surcharge of up to 2.0 times the standard hourly rate may be charged for requests received seven (7) or fewer days in advance of the event.

8. Add Section 4.15 to read as follows:

4.15 Interfacility Transfer

- 4.15.1 CONTRACTOR shall provide ambulance services for emergency, non-emergency, and scheduled transport of patients from acute care hospitals to other acute care hospitals and skilled nursing facilities.
- 4.15.2 CONTRACTOR shall also provide ambulance services for non-emergency and scheduled transport when medical monitoring or medical care is required.

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- 4.15.3 CONTRACTOR is encouraged to provide Interfacility Transfer services at the BLS level of care and to pre-schedule the transfer whenever possible.
- 4.15.4 ALS ambulance services shall be provided when the patient needs exceed the BLS scope of practice but do not exceed the ALS scope of practice.
- 4.15.5 CCT services shall be used when patient needs exceed the ALS scope of practice. CCT may be provided through the use of a hospital RN when patient condition warrants transport earlier than CCT may be provided. Transport by air should be considered when transport times and distance exceed a reasonable distance or extended transport times based on traffic, patient acuity, supply needs (oxygen, batteries, and power requirements), and other considerations.
- 4.15.6 Interfacility Transfers may be postponed or scheduled based on system overload described in Section 18.2.3. Overload shall not apply to Interfacility Transfers when Code 3 is requested (i.e., STEMI, Stroke, Trauma). Code 3 Interfacility Transfers cannot be diverted. Transport by air should be considered for critical patients requiring transport outside of Monterey County.
- 4.15.7 Long-distance Interfacility Transfers of greater than 250 miles round trip will require 24-hour notice.

9. Amend Section 17.3 Profit Cap to read as follows:

17.3 **Forward-Looking Rate Adjustment Based on Excess CONTRACTOR Profit**
Notwithstanding anything in this Section, the parties to the present Agreement shall operate in accordance with a forward-looking rate adjustment schedule. If CONTRACTOR's prior year (January-December) financial reports show pre-tax profits in excess of eight percent (8%), the parties shall meet and confer regarding rates and/or adjustments, and the rate increases set forth in Section 17.2 of the Agreement may be adjusted accordingly for the following year(s). CONTRACTOR shall provide the County with a preliminary year-end financial report no later than December 20th and the parties shall agree on any rates before the Annual Rate Increase.

10. Amend Section 18.2.1 to read as follows:

18.2.1 There shall be seven (7) different priorities as follows:

Priority	Definition
1	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 not divertible.

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Priority	Definition
2	Non-life-threatening emergencies. Require an urgent red lights and siren response. Includes Charlie and Bravo calls. The ambulance is divertible to a Priority 1.
3	Non-life-threatening emergencies. Require an immediate response with <i>no</i> 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 call. BLS ambulances assigned to a Priority 3 call may <i>not</i> be diverted to a higher priority call.
4	Scheduled Transfer-Transfers scheduled by a healthcare facility.
5	Unscheduled Transfer-Transfers with a non-scheduled, immediate response requested by a healthcare facility.
6	Scheduled Critical Care Transport-Transports scheduled by a healthcare facility.
7	Unscheduled Critical Care Transport-Transports with a non-scheduled immediate response, requested by a healthcare facility.

11. Amend Section 18.2.3 to read as follows:

18.2.3 CONTRACTOR shall attempt to provide immediate response for Priority 5 or Priority 7 transfers and arrive on scene prior to the scheduled time for Priority 4 or Priority 6 transfers.

12. Add Sections 18.2.4 to 18.2.7 to read as follows:

18.2.4 Should CONTRACTOR be unable to respond to the request for an immediate (Priority 5 or 7) transfer due to transfer overload, CONTRACTOR shall schedule a time for pick up and categorize the request as a Priority 4 or Priority 6 transfer.

18.2.5 Should CONTRACTOR be unable to schedule a Priority 4 or Priority 6 transfer due to transfer overload, CONTRACTOR shall work with the caller to establish an agreed upon time for patient pick up.

18.2.6 CONTRACTOR shall be considered under transfer overload when:

1. Two or more transfers are active or pending response, or
2. Two or more ambulances are already on, or scheduled to be on, an-out-of-county transfer at the requested time of pick up for an out-of-county transfer, or
3. There are seven or fewer available ambulances (not including Big Sur ambulance).

18.2.7 CONTRACTOR shall contact the requesting person or facility in a timely manner when CONTRACTOR will be unable to respond to or need to divert from a transfer due to 911 system responses. CONTRACTOR shall provide an estimated time for arrival at the transfer. The new time for pick up will be the time used for response

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time compliance. Priority 4 and 5 transfers are not subject to the reassignment provisions of Section 18.5.

13. Renumber Section 18.2.4 as Section 18.2.8

14. Amend Section 18.3 Ambulance Response Times to read as follows:

Ambulance Response Time requirements based on Priority and Zone are described below:

All times shall be calculated in minutes	Green	Yellow	Orange	Red
Priority - 1	8	12	16	ASAP
Priority - 2	10	16	20	ASAP
Priority - 3	12	20	24	ASAP
Priority - 4	Scheduled Pick-up Time			
Priority - 5	Green Zone: 60 minutes; Yellow Zone: 120 minutes			
Priority - 6	Scheduled Pick-up Time			
Priority - 7	Immediate, Unscheduled Response Request			

15. Amend Section 18.4 Time Intervals to read as follows:

18.4.1 Response Time is the total time from the time the CONTRACTOR receives the call with a viable address to arrival of the ambulance at the location. Within the Response Time are the Dispatch Time, Chute Time, and Ambulance Response Time. For each priority, compliance shall be considered achieved when 90% or more of calls on a monthly basis meet the specified response-time criteria. For the purpose of this AGREEMENT, dispatch, chute, and response times shall be classified using the following methods:

18.4.1.1 In the case of 911 (Priority 1, 2, or 3) calls transferred, either electronically or telephonically, from a PSAP, the dispatch time shall be defined as the sixty second period from the instant the CONTRACTOR receives the call with a viable address.

18.4.1.2 Chute time for Priority 1, 2, or 3 calls shall be defined as the sixty second period after the dispatch period ends.

18.4.1.3 Ambulance Response Time shall be defined as the time interval from the end of chute time to arrival of the first ambulance at the call location.

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- 18.4.1.4 In case of emergency and non-emergency calls received from sources other than a PSAP, dispatch time shall be 60 seconds from viable address being obtained.
- 18.4.1.5 For scheduled non-emergency (Priority 4 or 6) request, “scheduled time” is the agreed upon pick-up time of the patient, which shall be requested by a healthcare facility.
- 18.4.1.6 Immediate, unscheduled (Priority 5) requests shall meet a sixty (60) minute response time in the Green Zone and 120-minute in the Yellow Zone.

16. Amend Section 18.4.3 to read as follows:

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

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

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

17. Amend Section 18.11.2 to read as follows:

18.11.2 For each Priority 1, 2, 3, 4, or 5 response which originates within the County service area for which the CONTRACTOR’s response time exceeds the response-time standard as described herein, CONTRACTOR shall pay performance penalties within 30 calendar days. Effective three months after the CONTRACTOR begins operations, CONTRACTOR shall pay the per minute

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penalties for responses in excess of the required response time without limit per incident, except as defined, subject to the response time incentives provision described herein.

18. Amend Section 18.11.4 to read as follows:

18.11.4 Changes to call priority assignments may be implemented on a trial basis for a period of six (6) months to allow CONTRACTOR and the County to monitor the impact of the changes on CONTRACTOR's response time compliance prior to permanent implementation of the changes. During the six-month trial period, the County shall not impose response time penalties. The County and CONTRACTOR shall meet after the six (6) months to review the impact of the change. The County and CONTRACTOR may meet earlier as needed. Based on the review, if it is determined that the changes had a negative impact on response time compliance, 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 and to ensure the changes are cost neutral to CONTRACTOR.

19. Add Sections 18.11.5, and 18.11.6 to read as follows:

18.11.5 CONTRACTOR shall pay penalties in the amount of \$1,000 per day for each calendar day when the CCT RN position in Monterey County is not staffed by a qualified CCT RN.

18.11.6 CONTRACTOR may be granted an exemption to the penalties by providing adequate proof of its attempts to staff the CCT position.

20. Amend Section 18.12.2.2 to read as follows:

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

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

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85%	\$12,500

21. Amend Section 18.14 to read as follows:

18.14 Per Minute Penalties

Substandard response time performance for Priority 1, 2 and 3 calls shall result in an assessed penalty of \$10 per minute for each minute late. CONTRACTOR shall take precautions to assure that no Zone is chronically underserved. Notwithstanding anything in this Subsection or AGREEMENT, per minute penalties shall not apply to the calls that are within a Red Zone.

22. Add Section 26.0 FORCE MAJEURE

The parties recognize that Contractor may not be able to meet all contract requirements when incidents beyond its control occur, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; governmental actions or orders; and/or any such other circumstances beyond its reasonable control as may cause interruption, loss or malfunction to its services (collectively, "Force Majeure"). During a Force Majeure event, Contractor shall continue to provide services to the best of its ability under the circumstances to meet the contemplated performance under the Agreement or other terms of the Agreement and Contractor shall not be in default of the Agreement during a Force Majeure event. If a Force Majeure event impacts Contractor's ability to perform under the terms of the contract for a period which exceeds 30 days, then the parties shall immediately meet and confer over the impact of the event on Contractor's ability to perform under the terms of the Agreement and may amend the contract as needed.

If no resolution is reached after meeting and conferring over the impact of the "Force Majeure" event on the CONTRACTOR's ability to perform under the terms of the AGREEMENT, then either party may terminate the AGREEMENT within 120 days written notice.

Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, AMENDMENT No. 4, AMENDMENT No. 5, AMENMENT No. 6, AMENDMENT No. 7, AMENDMENT No. 8, AMENDMENT No. 9, and AMENDMENT No. 10 are unchanged and unaffected by this AMENDMENT No. 10 and shall continue in full force and effect.

A copy of this AMENDMENT No. 11 shall be attached to the original AGREEMENT No. A-11610.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 11 as of the date set forth below their respective signatures.

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CONTRACTOR

By: _____
 EMS Director

Date: _____

By: _____
 Department Head (if applicable)

Date: _____

Approved as to Form and Liability Provisions

By: _____
 County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
 Auditor/Controller

Date: _____

 American Medical Response West
 Business Name*

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

 Name and Title

Date: _____

By: _____
 (Signature of President, Secretary, Asst.
 Secretary, CFO, Treasurer or Asst.
 Treasurer)*

 Name and Title

Date: _____

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