

AMENDMENT No. 2
TO COUNTY OF MONTEREY
AGREEMENT TO PROVIDE ADVANCED LIFE SUPPORT AMBULANCE
SERVICE FOR THE COUNTY OF MONTEREY *Agreement No.: A-11610*

This Amendment No. 2 to County of Monterey Agreement to Provide Advanced Life Support Ambulance Service for the County of Monterey (Agreement) effective January 30, 2010, is made by and between American Medical Response-West (Contractor) and the County of Monterey (County).

Whereas, County and Contractor wish to amend the Agreement to better define Contractor requirements regarding response time compliance by county region, allow Behavioral Health defined transports be provided by an entity other than Contractor and better refine county response time requirements and

To agree to a second one year extension of the current agreement allowing the term of this agreement for a period of five (5) years beginning January 30, 2012. This shall be the second one (1) year earned extension of the five (5) annual that may be applied for and approved annually.

Now, therefore, County and Contractor hereby agree the Agreement is amended as follows:

A. Amend section 4.1.2.4 to read:

Certain requests for ambulance transportation services ~~originating in Monterey County~~ may be made by the Monterey County Health Department, Behavioral Health Bureau. The CONTRACTOR shall not be responsible for those ambulance responses except for emergency transports only. Such requests shall be made utilizing an authorization process established and approved by the CONTRACTOR and County under this AGREEMENT. CONTRACTOR shall provide ~~all such authorized~~ emergency ambulance services according to the response-time and other performance requirements of the AGREEMENT. The Behavioral Health Bureau shall only pay for authorized services that it requests in an amount that is equivalent to the current approved MediCal rates for ambulance services in effect on the date that the transport is completed; and only for those transports that are not reimbursable by MediCal, Medicare or the patient's private insurance plan.

B. Amend Section 6.1.1 to read:

To earn each extension, the CONTRACTOR must meet or exceed the minimum requirements of the AGREEMENT absent any declaration of breach during the previous term that is not cured as determined by the EMS Director. Extensions must be applied for and approved annually. The procedure for evaluation of renewal requests shall at a minimum require that the CONTRACTOR has been, (a) in compliance with the performance requirements, (b) in compliance with financial requirements, ~~and~~ (c) in compliance with the clinical performance requirements, and (d) able to limit response-time disparity by region of the county of the AGREEMENT. During each year of the contract, the CONTRACTOR may apply for a renewal by submitting a written request to the County no later than the last day of October of the current AGREEMENT year. The EMS Director shall determine if the request is to be granted no later than the last day of November of the same year.

- C. Add section 18.1.2.1 to read:

The EMS Boundaries, as referenced in Exhibit D to the agreement, are utilized by the county to monitor the CONTRACTOR'S response-time performance by region of the county. The CONTRACTOR shall in good faith limit response-time disparity by region of the county regardless of priority class.

- D. Amend section 18.4.2 to read:

"Arrival at the incident" means the moment an ambulance crew notifies the communications center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the scene (e.g., staging areas for hazardous scenes, parking areas for parks, trailheads, etc.), "arrival at the incident" shall be the time the ambulance arrives at the designated staging location. The response-time standard to staging shall not be relaxed. The EMS Medical Director may require the CONTRACTOR to log time "at patient" for medical research purposes. However, during the term of the AGREEMENT, "at patient" time intervals shall not be considered part of the contractually stipulated response time, but can be executed at any time for research purposes.

- E. Amend section 18.4.3 to read:

~~In instances when the ambulance fails to report "at scene," or the dispatcher takes longer than 59 seconds to dispatch (Priority 1, 2 or 3 responses) a transport capable ambulance CONTRACTOR shall be fined \$100 ("dispatch interval penalty"). CONTRACTOR shall be required to report all failures to report "at scene" or dispatches taking longer than 59 seconds. 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." However, the CONTRACTOR may request amendment of the recorded arrival time when it can document the actual arrival time through other means such as first responders. This does not exempt the failure to "report at scene" financial penalty, only the "dispatch interval penalty". 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 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 and shall not exempt the failure to "report at scene" financial penalty, only the "dispatch interval penalty".~~

- F. Add section 18.4.3.1 to read:

18.4.3.1 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 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.

G. Amend section 18.8 to read:

Response Time ~~Exemptions~~ Exclusions:

CONTRACTOR shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the CONTRACTOR'S reasonable control may affect the achievement of the specified response time standards. Unusual factors may include ~~declared disasters, EMS Agency directed ambulance strike team deployments, extraordinary and unpredictable weather, and multiple casualty incidents.~~

- Declared disasters
- EMS Agency directed ambulance strike team deployments
- Extraordinary and unpredictable weather
- Multiple casualty incidents
- Periods of unusually high demand
- Access issues (i.e. gates, trails, large complexes, maritime incidents etc.)
- Road closures
- Other unknown circumstances (must be fully documented)

If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response-time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a written request that the County exclude these responses from late penalties. Any such request must demonstrate that at the moment the call was received an unusual factor beyond the CONTRACTOR'S reasonable control existed. Requests must be made in writing and received by the EMS Director no later than ten (10) calendar days after the end of the month the call(s) occurred in. The EMS Director shall review the request and issue a determination within ten (10) calendar days after receipt of CONTRACTOR'S written request. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Monterey County Director of Health for a definitive ruling within ten (10) calendar days of the receipt of the response-time exemption determination by the EMS Director. The ruling of the Director of Health shall be final and binding.

To request exclusion for a "period of unusually high demand," the CONTRACTOR must demonstrate that, at the moment the call was received, the number of emergency calls dispatched and being worked simultaneously exceeds the sum of the following formula:

Overload = (1.5 X (1 Standard Deviation)) + The Mean
Rounded Up to the nearest whole call for the entire population of emergency ambulance calls for that hour for the past 20 Weeks.

Equipment failures, traffic congestion, ambulance failures and inability to staff units, shall not be grounds for granting an exception to compliance with the response standards.

H. Delete section 18.9:

~~**18.9 — Response Time Exemption Requests:**~~

~~If the CONTRACTOR feels that any response or group of responses should be excluded from the calculation of the response time standards due to "unusual factors beyond the CONTRACTOR'S reasonable control," the CONTRACTOR shall provide detailed supportive written documentation to the EMS Director and make a written request that the County exclude these responses from response time compliance calculations and late penalties. Any such request must demonstrate that at the moment the call was received an unusual factor beyond the CONTRACTOR'S reasonable control existed. Requests must be made in writing and received by the EMS Director within ten (10) calendar days after the date of the call(s) for which exemptions are requested. The EMS Director shall review the request and issue a determination within ten (10) calendar days after receipt of CONTRACTOR'S written request. Should the CONTRACTOR dispute the determination made by the EMS Director, the CONTRACTOR may make a written appeal to the Monterey County Director of Health for a definitive ruling within ten (10) calendar days of the receipt of the response time exemption determination by the EMS Director. The ruling of the Director of Health shall be final and binding.~~

I. Amend and replace Exhibit D with attached EMS Boundaries maps.

J. All other terms and conditions of the Agreement remain the same.

County: _____
By: _____
Title: Director of Health
Date: 3-9-12

Contractor: _____
By: Debra J. Phelan
Title: GENERAL MANAGER
Date: 3-6-12

APPROVED AS TO FORM; (County Counsel)

By: [Signature]
Deputy County Counsel

Date: 3/7/12