

AMENDMENT TO CONTRACT

#5

The County of San Benito ("COUNTY") and American Medical Response West d/b/a American Medical Response ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 7, 2014.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 16, 2014 (#1); December 15, 2015 (#2); December 13, 2016 (#3); January 15, 2019 (#4).

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2019, to a new expiration date of June 30, 2020.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

- Section 2.2 Contractor's Functional Responsibilities is hereby amended in its entirety as follows:

2.2 Contractor's Functional Responsibilities

During the term of this Agreement, CONTRACTOR will:

- A. Provide prehospital emergency medical care and transport services in response to medical 9-1-1 calls within the EOA twenty-four (24) hours each day, seven

(7) days a week, 365 days per year without regard to the patient's financial status;

- B. CONTRACTOR is mandated to and shall respond to all requested for services using an Advanced Life Support ("ALS") Ambulance and shall provide two ALS ambulance units and crews ready to respond to any medical 9-1-1 call. Each ALS Ambulance shall be staffed with two personnel, at least one of whom shall be licensed as a Paramedic and the second of whom shall be licensed or certified at the level of EMT or higher ("ALS Ambulance Unit and Crew"), as defined in the California Health and Safety Code and California Code of Regulations. CONTRACTOR's personnel, shall at all times be appropriately credentialed, certified, licensed and/or county accredited to cover the required duty hours described in Section 2.2 A;
- C. Provide a third ambulance, to respond to calls a minimum of 36 hours per week to include weekends and holidays, and during periods of high demand identified by status management and operational needs. The ambulance shall be staffed with two personnel, certified or licensed at the level of EMT or higher for a minimum of 12 hours between 8:00 a.m. – 10:00 p.m.. CONTRACTOR will attempt to staff the third unit with a Paramedic and an EMT (ALS unit). A report regarding verification of effort will be provided to the COUNTY's Board of Supervisors twice a year. CONTRACTOR shall advise COUNTY when paramedic staffing is not available. CONTRACTOR's personnel shall at all times be appropriately credentialed, certified, licensed and/or county accredited;
 - 1. The third ambulance shall also be properly staffed and available (for a minimum of 12 hours between 8:00 a.m. – 10:00 p.m.) as follows:
 - a. On each of the following holidays:
 - i. New Year's Day;
 - ii. President's Day;
 - iii. Memorial Day;
 - iv. Independence Day (July 4);
 - v. Labor Day;
 - b. During periods of High Demand (County-wide) as follows:
 - i. Motorcycle Rally (generally occurring in July);
 - ii. Special events held within the EOA;
 - iii. When requested pursuant to Section 4.3 of this Agreement;
 - iv. Other periods of high demand (county-wide) as identified by status management and operational needs as determined by the PARTIES;
 - 2. If the third ambulance is staffed as a BLS unit it shall respond to Priority A & B calls as determined by SCR911 in the Urban Response Zone.

3. If the third ambulance is staffed as a BLS unit it will be the last unit out (Level 0) for any Priority call in any response zone.
 4. Response to calls within Hollister Hills State Vehicular Recreational Area will be provided at the ALS level. Should all ALS resources be committed to calls, the BLS unit will respond with an ALS unit responding as soon as a unit is available.
- D. Utilize, and be responsible for the maintenance of a COUNTY approved electronic EMS Data System for the purpose of creating Patient Care Reports (PCR's), for capturing EMS System and relevant patient data and mortality & morbidity outcomes;
 - E. Develop, implement and revise, as needed, system status strategies and deployment plans; and secure new or replacement ambulance post locations as CONTRACTOR deems necessary;
 - F. Provide ambulances, equipment, facilities, supplies, replacements and maintenance used by the CONTRACTOR and be financially responsible for fees associated with such equipment, facilities, and supplies including LifeNet data plan fees.
 - G. Establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees that are currently certified, licensed and/or accredited;
 - H. Comply with all training requirements established by the State of California, and all applicable policies and procedures established by the San Benito County EMS Agency;
 - I. CONTRACTOR shall participate in County-sanctioned exercises and disaster drills and other interagency trainings with non-system units and personnel.
 - J. Maintain neat, clean, and professional appearance of all personnel, facilities and equipment. Facilities (ambulance stations) are required to have Identification Signage as allowed by city and/or county code
 - K. Develop, negotiate and maintain hospital/ambulance policies, patient "exchange" policies, equipment exchange program, and maintain good working relations with all first responder, hospital and health care provider organizations and personnel;
 - L. Submit data and records requested including financial reports, which are supported by documentation or other verifiable information, as required by the COUNTY; including maintaining the CARES data base.
 - M. Mutual Aid & Automatic Aid Agreements – CONTRACTOR shall develop and maintain Mutual and Automatic Aid agreements with neighboring Ambulance Services, subject to approval by the EMS Agency.
- Section 3.1 Deployment Plan is hereby amended in its entirety as follows:

3.1 Deployment Plan/Parameters

All CONTRACTOR ambulance responses under the terms of this Agreement with the COUNTY shall be dispatched by COUNTY's designated communications center, Santa Cruz Regional 911, or in compliance with agreements, policies and protocols established by the COUNTY. Existing policies used by the CONTRACTOR can be substituted as annexes to describe their operation. Deployment plans should include:

- A. Specify proposed locations of ambulances and numbers of vehicles to be deployed during each hour of the day and day of the week.
 - B. Describe 24 hour and system status management strategies.
 - C. Describe mechanisms to meet the demand for emergency ambulance response during peak periods or unexpected periods of unusually high call volume.
 - D. Include a map identifying proposed ambulance station or post locations.
 - E. Describe the full-time and part-time work force necessary to fully staff ambulances identified in the deployment plans.
 - F. Describe any planned use of on-call crews.
 - G. Describe any mandatory overtime requirements
 - H. Describe how workload shall be monitored for personnel assigned to 8-hour, 12-hour, 24-hour and 48-hour units.
 - I. Describe record keeping and statistical analyses to be used to identify and correct response time performance problems.
 - J. Describe any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment practices.
- Reference to "Exhibit B" in Section 3.2 is hereby amended to refer, correctly, to "Exhibit B-5."
 - Section 4.1 Response Time Standards is hereby amended in its entirety as follows:

4.1 Response Time Standards

- A. Response Time Performance – System response times are a key measurement of performance. This measurement is the determining factor which drives the placement and redeployment of the system's resources throughout the entire system.
- B. Geographical Response Zones - Compliance with response times in this Agreement is measured by meeting the performance criteria for a single aggregate zone after combining the four geographic zones below. For clarity, there is only one compliance measurement a month. The following Code 3 (lights and sirens) response time zones are recognized for this Agreement.
 - 1. Urban: All emergency calls within the San Benito County Urban Area identified on Map A must be responded to in ten (10) minutes or less.
 - 2. Rural: All emergency calls within the San Benito County Rural Area identified on Map A must be responded to in thirty (30) minutes or less.

3. Wilderness: All emergency calls within the San Benito County Wilderness identified on Map A must be responded to in ninety (90) minutes or less.
 4. Wilderness (Remote): All emergency calls within the San Benito County Wilderness (Remote) Area identified in Map A must be responded to in one hundred twenty (120) minutes or less.
- C. Response Time Compliance Standard - CONTRACTOR will be deemed to be in compliance with response time standards if ninety percent (90%) or more of all 9-1-1 emergency events in which a ground transport ambulance arrives on scene, measured monthly, meet the specified response times. For purposes of calculating response times, times are measured in minutes and seconds from the time of dispatch to the time unit arrives on scene (or at the designated Staging Area) with wheels stopped. E.g., "10 Minutes" = 10m:00s. "10m:01s" is late.
- D. Calls dispatched as Code 2 (no lights and sirens) per Emergency Medical Dispatch (EMD) protocols, or those where the ambulance is dispatched to a staging location until the scene has been secure by law enforcement units, shall be exempt from meeting the response time requirements above.
- E. Response Times Determined – "Response Times" are determined by using information contained in, and reported by, COUNTY's designated communications center, "Response Time" is the elapsed time difference, measured in minutes and seconds, between "Dispatch" and "Arrival" times.
1. Each incident will be counted as a single response regardless of the number of units that respond.
 2. The CONTRACTOR shall use its best effects to minimize variations or fluctuations in response time performance.
- F. Response Time Exemptions – In some cases late responses will be excused from response time compliance reports. Exemptions shall be considered on a case-by-case basis and not unreasonably denied. CONTRACTOR shall file a request for each response time exemption on a monthly basis with the San Benito County EMS Agency within fifteen (15) business days of the end of the previous month. Such request shall list the date, the time, and the specific circumstances causing the delayed response. COUNTY shall have ten (10) business days to review and respond after which time the report will be deemed acceptable. Examples of exemptions include:
1. Failure by the dispatcher to give accurate location information (including address or cross street) to responding unit;
 2. Extreme inclement weather conditions which impair visibility or create other unsafe driving conditions;
 3. Wrong address or unrecognizable location description provided by the requesting party;

4. Disrupted voice or radio transmission beyond the control of CONTRACTOR or COUNTY's designated communications center;
 5. Material change in dispatch location after the initial dispatch is recorded as dispatched;
 6. COUNTY's communications center failure to follow the CONTRACTOR's written automated System Status Management plan that directly affects the response time of the call;
 7. Call in which CONTRACTOR's responding crew believe the delay in their timely arrival to the call was outside their control documented by the crew;
 8. Unavoidable delays caused by road construction and/or closure;
 9. Absence of units from CONTRACTOR's San Benito County system deployment during time of declared disaster in contiguous county, as approved by the Contract Administrator; and,
 10. Periods in which the COUNTY's designated communications center computer aided dispatch (CAD) system is not operable and/or dispatch equipment failure disrupts the transmission recording of an incident.
- G. Response Time Compliance Report – Within twenty (20) business days following the end of each month, CONTRACTOR shall submit a report that includes any proposed exemption requests for those calls that failed to meet response time standards, based on information contained in, and reported by the CONTRACT and COUNTY'S designated communications center. Following receipt and approval/denial of exemption requests from COUNTY, the COUNTY shall provide CONTRACTOR with the final compliance results. See Subsection E "Response Times Determined" above.
- Section 4.3 Standby and Special Events is hereby amended in its entirety as follows:

4.3 Standby and Special Events

- A. When requested by COUNTY, or another public safety agency within the EOA, CONTRACTOR shall furnish standby coverage at emergency incidents within the EOA if the situation poses significant potential danger to the personnel of the requesting agency or to the general public.
- B. If the sponsor of a special event requests a dedicated standby ambulance at an event, CONTRACTOR may enter into a separate agreement with the sponsor for the provision of and payment for such services. On-duty 9-1-1 EMS System ambulances shall not be used for special event coverage. CONTRACTOR has first right of refusal; only COUNTY approved ambulance providers may provide standby service should CONTRACTOR choose not to enter into an agreement with the sponsor of a special event. CONTRACTOR shall be obligated to provide the level of service requested from the promoter and shall not at any point attempt to provide a lesser service (BLS instead of ALS) than requested.

1. Should CONTRACTOR be unable to provide a requested standby, verification of a good faith attempt by CONTRACTOR to staff the standby unit utilizing staff from all AMR personnel who work or reside within 60 miles of the a San Benito County AMR ambulance facility. Verification can include but is not limited to: timestamped CAD logs of alerts, email distributions, etc.
 2. CONTRACTOR shall not cancel or attempt to change the service provided in an existing contract without finding an approved COUNTY ambulance provider as an alternative.
 3. CONTRACTOR shall not give less than one (1) months' notice of an inability to staff a standby until unless the requests is received less than one month from the event.
- C. CONTRACTOR shall not be precluded from performing other outside work at approved rates, such as non-emergency medical transfers.
- D. Nothing herein shall excuse CONTRACTOR from satisfying its obligations under the terms of this Agreement. Expense for use of dedicated system equipment and revenues generated will be reported as described in Section 9 –Fiscal Requirements.
- Subdivisions (A), (B), and (C) of Section 4.4 Dispatch Requirements is hereby amended in its entirety as follows:
 - A. Dispatch – The CONTRACTOR will be dispatched through the COUNTY's designated communications center, i.e., Santa Cruz Regional 911.
 - B. Dispatch Fees – For the term of this Agreement, COUNTY agrees to be financially responsible for all EMS dispatch fees and related services provided by COUNTY's designated communications center. This provision does not preclude CONTRACTOR from seeking to improve EMS dispatch service levels by providing such services internally or via other means such as outside service contracts. Any migration of dispatch services from COUNTY's designated communications center, i.e., Santa Cruz Regional 911, to another dispatch center shall be negotiated with and pre-authorized by COUNTY.
 - C. Dispatch Performance/QI Program – Recognizing the critical importance communications plays in EMS system performance and the CONTRACTOR's ability to fulfill its obligations, COUNTY and CONTRACTOR agree that the COUNTY's designated communications center, i.e., Santa Cruz Regional 911, will have specific performance standards for EMS dispatch that are measurable. CONTRACTOR may participate in defining these performance standards.
 - Subdivision (A) of Section 4.5 Equipment and Supplies is hereby amended in its entirety as follows:
 - A. Ambulances – All ambulances used under the contract shall be Type I,II, or III, shall be in good condition, and shall meet or exceed the current federal standards at the time of the vehicles' original manufacture, except where such

standards conflict with State of California standards, in which case the state standards shall prevail. All such ambulances shall also meet or exceed the equipment standards of the State of California. All ambulances performing emergency response under this Agreement will be permitted annually by the COUNTY. As part of CONTRACTOR's Annual Report, CONTRACTOR shall provide to COUNTY a complete listing of all ambulances (including reserve ambulances) proposed to be used in the performance of the Agreement, including their license and vehicle identification numbers, mileage, and the name and address of the lien holder, if any. Changes in the lien holder, as well as the transfer of ownership, purchase, or sale of ambulances used under the contract shall be reported to the COUNTY.

CONTRACTOR shall provide a minimum of three (3) ALS-ready ambulances within the Exclusive Operating Area that are fully stocked with equipment and supplies at all times.

- Section 4.8 Community Education/Prevention is hereby amended in its entirety as follows:

4.8 Community Education/Prevention

CONTRACTOR shall participate in the EMS system's public education and information program including press relations, explanations regarding rates, regulations and system operations, increasing public awareness and knowledge of the EMS system, injury/mortality/morbidity prevention/reduction, and general health and safety promotion.

CONTRACTOR shall work to increase public awareness and knowledge of the EMS system, injury/mortality prevention/reduction, and general health and safety promotion. This shall include, but not be limited to, the provision of hands-only CPR and first aid training participation in EMS Week, health fairs, school programs, and business group meetings whenever possible. CONTRACTOR shall assist COUNTY with injury/mortality prevention projects upon request and report on such activities in meeting reports. . CONTRACTOR shall work collaboratively with fire agencies, law enforcement, base hospital, City and County staff, and EMS related groups such as the American Red Cross, and health care organizations to plan and provide public education programs.

As part of the Annual Report, CONTRACTOR shall provide COUNTY a report outlining all community education activities over the preceding twelve (12) month period.

- Section 5.1 Clinical and Staffing Standards is hereby amended in its entirety as follows:

5.1 Clinical and Staffing Standards

COUNTY expects that the provision of emergency ambulance services shall conform to the highest professional standards and shall comply with all applicable state laws and regulations, and County EMS Policies, Procedures and Field Treatment Guidelines. All persons employed by CONTRACTOR in the performance of work under this contract shall be competent and holders of appropriate and currently valid

certificates/licenses/accreditations in their respective trade or profession. CONTRACTOR shall be held accountable for ensuring that at all times its employees maintain current and valid credentials including state and local EMS Agency-issued EMT certification, paramedic licensure and county accreditation as well as its employees' performance and actions.

Patient privacy and confidentiality shall be protected. Employees shall not disclose patient medical information to any person not providing medical care to the patient.

A. Management and Supervision

1. CONTRACTOR shall provide the management personnel necessary to administer and oversee all aspects of emergency ambulance service including oversight of subcontracts.
2. There will be a minimum of one (1) Field Supervisor, or management representative (See San Benito County Code section 11.09.015, subd. (D)) on duty within the EOA at all times. Notwithstanding the foregoing, CONTRACTOR may provide an "alternate supervisor" properly trained and authorized to carry out the functions, responsibilities, and duties of the Field Supervisor when a Field Supervisor or management representative is not available. The Field Supervisor, management representative, or alternate supervisor will manage CONTRACTOR'S personnel, ambulance deployment and operations and will be available as a resource.
3. Santa Cruz Regional 911 shall at all times be advised and have available the contact information for the designated personnel.
4. The on-duty field supervisor shall be fully trained in ICS 100, 200, 700, 706 & 800 or G606 (SEMS/NIMS combined class).
5. In addition to responding to the needs of the CONTRACTOR, the supervisor shall immediately (except where the supervisor may be on a call already) respond at all times to any request by the COUNTY or public safety personnel from the EOA and shall be authorized to act on behalf of the CONTRACTOR.

B. Required Licenses & Certifications – CONTRACTOR shall follow San Benito County EMS policies and procedures regarding the licensure, certification and accreditation requirements of its employees who are eligible to work in the County.

C. Annual Infrequently Used Skills Training – Paramedics accredited in the county shall regularly practice skills and use of mediations listed in the COUNTY's scope of practice for paramedic, prior to performing these skills on patients in the field setting. Additionally, EMT's employed by CONTRACTOR shall participate in the practice and training sessions. Annually the Prehospital Advisory Committee (PAC) approves a list of infrequently used skills that are to be refreshed. A minimum of three (3) hours each year shall be allocated for each paramedic and EMT to refresh infrequently used skills identified by PAC. COUNTY shall be responsible for

coordinating the annual Infrequently Used Skills training session, to be held each January of the contract year, and ensure that paramedics and EMTs working for a county approved ambulance provider complete this required training. CONTRACTOR will participate in the instruction of skills training.

- D. Orientation of New Personnel – CONTRACTOR shall ensure that field personnel are properly oriented before being assigned to respond to emergency medical requests. The orientation shall include, at a minimum, the following:
1. EMS system overview;
 2. EMS Policies and Procedures;
 3. Radio communications with and between the CONTRACTOR, Base Hospital, receiving hospitals, and COUNTY's designated communications center;
 4. Map reading skills (including key landmarks), routes to hospitals and other major receiving facilities, emergency response areas within the county and in surrounding areas; and
 5. Ambulance equipment utilization and maintenance, in addition to CONTRACTOR's policies and procedures.

CONTRACTOR shall submit an Employee Orientation Program for approval by the Contract Administrator. CONTRACTOR shall notify Contract Administrator in writing of any changes made to the Program and will submit, as part of Contractor's Annual Report, a report listing all new employee orientation activities for the preceding twelve (12) months.

- E. In-Service Training, Continuing Education and Driver Training – CONTRACTOR shall have a program for ensuring personnel are prepared to respond to emergency requests through in-service training, continuing education (CE) and driver training. As part of the Annual Report, according to **Exhibit D-5**, CONTRACTOR list offerings during the previous year.
- F. Preparation for Multi-Casualty Incident (MCI) Response – CONTRACTOR shall ensure that all ambulance personnel and supervisory staff are trained and prepared to assume their respective roles and responsibilities under COUNTY EMS MCI Plan as well as the COUNTY's Emergency Operations Plan. While responding to a declared MCI, CONTRACTOR's personnel shall perform as part of the Incident Command System (ICS) structure and in accordance with Standardized Emergency Management System (SEMS) legislation.

County will provide the current MCI Plan to CONTRACTOR and will notify CONTRACTOR of changes to the plan as they occur.

- G. Drug Free Workplace – CONTRACTOR shall require all employees to undergo a biological fluid test for drugs prior to employment and require that the results of the drug test are negative to qualify for employment. The use or consumption of marijuana pursuant to a medical recommendation is not an

exemption to the zero tolerance policy for drug use under this provision. CONTRACTOR will comply with the Drug-Free Workplace Act (41 U.S.C. Section 81-1 et seq.). CONTRACTOR shall (a) enforce a zero tolerance policy for drug use and alcohol abuse that includes ensuring that employees are free from the influence of alcohol and intoxicating drugs while on-duty, and (b) prohibit any employee from using, possessing, concealing, manufacturing, transporting, selling, buying, or promoting the sale of any illegal drug.

- Subdivision (D) of Section 5.2 Compensation/Working Conditions for Ambulance Personnel is hereby amended in its entirety as follows:

D. Employee Records – CONTRACTOR shall maintain current records related to their employees' paramedic state licensure, county accreditation, and EMT certification.

On a quarterly basis, CONTRACTOR shall provide COUNTY with a list of paramedics and EMT's currently employed by the CONTRACTOR and providing services under this Agreement. Information shall include, but not be limited to:

1. Name, address, telephone number;
2. California Paramedic or EMT certification number and expiration date;
3. ACLS expiration date;
4. PALS expiration date;
5. BLS CPR (AHA "Healthcare Provider" or equivalent) expiration date; and
6. Government-Issued Identification.

Information necessary to keep this list current shall be updated at least quarterly consistent with the ongoing reporting schedule in **Exhibit B-5**.

- Subdivisions (B) and (D) of Section 6.1 Continuous Quality Improvement Program are hereby amended in its entirety as follows:

B. Clinical & Education Services (CES) Coordinator – CONTRACTOR will employ a regional CES Coordinator to manage quality improvement and training programs within the San Benito County EOA. The CES Coordinator or his/her designee will be the key clinical liaison to the San Benito County EMS System, working with first responder agencies and COUNTY committees to ensure system clinical excellence. The CES Coordinator or his/her designee will be responsible for the coordination and execution of all clinical education and training programs for CONTRACTOR.

D. Unusual Occurrences and Complaints – CONTRACTOR shall complete a report to the Contract Administrator within 24 hours by all parties involved in an unusual clinical occurrence as per County Policy #111. CONTRACTOR shall immediately notify the Contract Administrator of potential violations of

the California Health and Safety Code, California Code of Regulations, Title 22, or local EMS Agency Policies.

CONTRACTOR shall maintain a database of non-clinical unusual occurrences/complaints including tracking, trending and resolution. All billing complaints will also be included in the database. CONTRACTOR shall provide a report to contract Administrator of all non-clinical complaints consistent with the quarterly report schedule in **Exhibit B-5**. Clinical unusual occurrences/complaints and non-clinical unusual occurrences will be tracked separately.

- Section 8.2 Insurance is hereby amended in its entirety as follows:

8.2 Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance shall be primary coverage and COUNTY shall not contribute to it. If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent CONTRACTOR's Insurance for each subcontractor employed or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement. The following types of insurance and applicable minimum limits are required:

- A. Worker's Compensation in the minimum statutorily required coverage amounts.
 - B. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage with a \$10,000,000 umbrella policy.
 - C. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, with a \$10,000,000 umbrella policy, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - D. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit with a \$10,000,000 umbrella policy.
- Reference to "Exhibits B and D" in Section 10.13 is hereby amended to refer, correctly, to "**Exhibits B-5 and D-5.**"

[] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. **Payment Terms.** (Check one.)

- The payment terms in the original contract (Exhibit 1) are not modified.
 The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified or New Payment Terms:

- Section 9.1 General Provisions is hereby amended in its entirety as follows:

9.1 General Provisions

- A. ***System Subsidy.*** Beginning Fiscal Year 2019-2020, COUNTY shall subsidize CONTRACTOR's operation within the San Benito County EMS System in accordance with the subsidy schedule provided in **Exhibit F (Subsidy Schedule)**. This subsidy is subject to Section 9.4 of this Agreement and CONTRACTOR shall reimburse COUNTY any subsidy paid hereunder in the event that CONTRACTOR's revenues exceed the cap set forth therein. CONTRACTOR shall invoice COUNTY for the applicable subsidy less any excess revenues from the prior four quarters within sixty (60) days of the end of the applicable Fiscal Year (June 30). Payment shall be made by COUNTY to CONTRACTOR at the address specified in Section 1.5 of this Agreement, within thirty (30) days from the invoice date.
- B. ***Revenue Recovery.*** As compensation for services, labor, equipment, supplies and materials furnished under this Agreement, CONTRACTOR shall collect revenues as permitted in this section.
- C. All reports provided by CONTRACTOR shall be in accordance with generally accepted accounting principles and be based on an accrual system.
- D. For reporting purposes relative to this Agreement, COUNTY will recognize CONTRACTOR's Fiscal Year of January 1 through December 31.
- E. CONTRACTOR shall maintain copies of all financial statements, records and receipts that support and identify operations for a minimum of five (5) years from the end of the reporting period to which they pertain. CONTRACTOR will provide COUNTY or their designee access to all records for analytical purposes.
- F. Definitions and formulas pertinent to this section are found in **Exhibit E-5**.

- Section 9.2 Billing and Collections is hereby amended in its entirety as follows:

9.2 Billing and Collections

- A. **CONTRACTOR Exclusive Right to Bill** – CONTRACTOR shall be solely entitled to perform and be responsible for performing billing of patients and third-party payors for services provided hereunder. COUNTY shall not bill or permit any other party to bill patients or third-party payors for services, including but not limited to transport, first response or dispatch services

provided in connection with an emergency call. CONTRACTOR shall comply with all applicable laws governing billing and collection, including but not limited to laws and regulations applicable to patients covered by Medicare, Medicaid, Tricare and other public or private reimbursement programs.

- B. Rates – CONTRACTOR shall further comply with the rate requirements set forth by the COUNTY in **Exhibit C-4**. CONTRACTOR shall only charge the rates set forth in **Exhibit C-4** to patients and third party-payors. Further, CONTRACTOR shall not discount its rates or collect a rate less than the rates set forth in **Exhibit C-4** (except where required by law, e.g., Medicare or Medicaid or where a patient meets CONTRACTOR's Compassionate Care policy). Notwithstanding any other provision of this Agreement, because this Agreement requires the CONTRACTOR to respond at the ALS level to all emergency calls, the CONTRACTOR shall bill the ALS rate except where required by law, e.g., Medicare or Medicaid.
- C. Medicare – CONTRACTOR shall accept Medicare and Medi-Cal assignment.

- Section 9.4 Annual Profit is hereby amended in its entirety as follows:

9.4 Annual Profit; Reimbursement of Subsidy

CONTRACTOR's annual profit will be capped at eight percent (8%) of net revenue. In the event revenues exceed this cap, the annual subsidy shall be reduced by the amount of revenue in excess of eight percent (8%). Additionally, if revenues exceed this cap, a review of CONTRACTOR's fee schedule will be implemented by the Contract Administrator.

- Subdivisions (A), (B), and (C) of Section **9.5 Reporting Responsibilities** is hereby amended in its entirety as follows:
 - A. Annual Budget – By March 31 of each year and consistent with the timeline shown in **Exhibit D-5**, CONTRACTOR will submit an Annual Budget including a capital-spending plan and a schedule of depreciation for all fixed assets.
 - B. Quarterly Reports – Before the end of the following month of each quarter and consistent with the timeline shown in **Exhibit D-5**, CONTRACTOR shall submit a quarterly report of revenue and expenditure totals by account and also submit a quarterly schedule of gross charges and payments received by payor group in a format approved by COUNTY.
 - C. Year-End Financial Report – Within 90 days of the close of CONTRACTOR's fiscal year, the CONTRACTOR shall submit to COUNTY:
 1. An annual statement of revenue and expenditure totals by account in accordance with the chart of accounts and reimbursement terms of this Agreement. COUNTY recognizes that the annual statement of revenue and expenditures will be an internally prepared system statement and will not be audited. However, the COUNTY reserves the right to

request CONTRACTOR to provide audited financial statements. Expenses to provide audited financial statements shall be shared equally, i.e., 50% / 50%, between CONTRACTOR and COUNTY. If the cost to perform an audited financial statement would create an adverse financial impact upon CONTRACTOR, CONTRACTOR and the COUNTY agree to negotiate in good faith a revision to the fee structure accordingly.

2. Additional information to include:

- a. CONTRACTOR's general ledger for local operations.
 - b. Accounts receivable activity, patient billings and detailed support for all adjustments and write-offs.
 - c. Detailed information and support documentation for all financial reports.
 - d. Detailed activity and accounting information and supporting documentation for any revenue generated by personnel and equipment expensed in this Agreement.
- Exhibit F (Subsidy Schedule) is attached to this amendment and made a part of this amended contract.

- The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(New payment terms are below.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- One month in arrears.
- Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$ _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:
(Specify)

d. **Other Terms.** (Check one.)

- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

- Section 1.2 Term of Contract is hereby amended in its entirety as follows:

1.2 Term of Contract

The term of this Agreement shall commence at 00:01 hours on July 1, 2019 (Effective Date), and shall terminate at midnight on June 30, 2020, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

- Section 1.3 Conditions for Contract Extension is hereby amended in its entirety as follows:

1.3 Conditions for Contract Extension

This Agreement may be extended for an additional one (1) year period by action of the San Benito County Board of Supervisors. Any extension of this Agreement shall be requested at least 120-days prior to the expiration of this Agreement.

- A. In deciding whether or not to extend the Agreement of COUNTY, at its discretion, may establish a Review Committee to analyze the performance of the CONTRACTOR and to make recommendations to the Contract Administrator.
- B. The Committee’s review will consider, but not be limited to, how well the CONTRACTOR has performed in the following areas:
 1. Compliance with this Agreement;
 2. Operational and financial areas;
 3. Effectiveness of CONTRACTOR’s quality improvement program in achieving demonstrable improvements in the performance and efficiency of the system;

4. Cooperation of management in assisting the EMS Agency with system operation and enhancements;
 5. Number of substantiated complaints filed against CONTRACTOR and the manner in which CONTRACTOR handled them;
 6. Extent of CONTRACTOR's community involvement;
 7. Consistency in maintaining and/or improving its professional image;
 8. Integration of community and employee input;
 9. Level of cooperation between the CONTRACTOR and other participants within the EMS System.
- Section 1.5 Notices is hereby amended in its entirety as follows:

1.5 Notices

All notices, demand, requests consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing any either personally delivered or sent by prepaid postage first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CONTRACTOR: President, AMR West
2400 Bisso Lane, Ste. A
Concord, CA 94520

With Mandatory Copy To:

Law Department
American Medical Response
6363 S. Fiddler's Green, Suite 1500
Greenwood Village, CO 80111

COUNTY: Emergency Medical Services Agency Administrator
San Benito County
471 Fourth Street
Hollister, CA 95023

- Subdivision (D) of Section 2.1 COUNTY's Functional Responsibilities is hereby amended in its entirety as follows:
 - D. Provide dispatch services through the COUNTY's designated communications center, Santa Cruz Regional 911, including the use of Hollister Fire Channel as primary and Med-Net Channel 1 as secondary channel;
- Section 10.1 Contract Termination is hereby amended in its entirety as follows:
 - A. Termination by Mutual Agreement. - COUNTY and CONTRACTOR shall meet on a regular basis to review the terms of the contract and the scope of service. The purpose of the meeting shall be to discuss the needs of the

COUNTY and CONTRACTOR and to work towards extending the contract. If COUNTY and CONTRACTOR cannot reach an agreement on a requested modification either party may terminate the contract by giving six (6) months advance written notice pursuant to the provisions of Section 1.5.

B. Termination For Cause – COUNTY may terminate this Agreement in the event of any Major Breach by CONTRACTOR as defined below. As a condition precedent to termination by COUNTY, COUNTY shall provide CONTRACTOR with no less than thirty (30) days advanced written notice citing, with specificity, the basis for the Major Breach (the “Breach Notice”). In the event CONTRACTOR shall have cured the Major Breach within such thirty (30) day period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event COUNTY reasonably deems CONTRACTOR to remain in Major Breach as of the end of the notice period specified in the Breach Notice, COUNTY shall provide CONTRACTOR with a notice of termination (“Termination Notice”) setting forth the specific reasons COUNTY believes contractor remains in Major Breach and the effective date of termination (“Termination Date”), which shall be no less than thirty (30) days from the date of the Termination Notice.

C. “Major Breach” shall be defined as:

1. Failure of CONTRACTOR to operate its ambulances and emergency medical services program in a manner which enables COUNTY and CONTRACTOR to remain in substantial compliance with the requirements of federal, state, and local laws, rules and regulations;
2. Willful material falsification of information supplied by CONTRACTOR in its proposal and during the consideration, implementation, and subsequent operation of its ambulance and emergency medical services program, including, but not limited to dispatch data, patient reporting data, and response time performance data, as related to the Agreement;
3. Chronic or persistent failure of CONTRACTOR’s employees to conduct themselves in a professional and courteous manner where reasonable remedial action has not been taken by CONTRACTOR;
4. Failure to comply with response time performance requirements for three consecutive months, or for any four months in a calendar year. For clarity and purposes of calculating a major breach, the urban, rural, wilderness and wilderness/remote zone shall be combined and aggregated into a single zone;
5. Failure to substantially and consistently meet or exceed the various clinical and staffing standards required herein and accepted by the COUNTY;
6. Failure to participate in the established Continuous Quality Improvement program of the San Benito County EMS Agency,

including , but not limited to investigation of incidents and implementing prescribed corrective actions;

7. Failure to maintain equipment or vehicles in accordance with good maintenance practices, or to replace equipment or vehicles in accordance with CONTRACTOR's submitted and accepted equipment replacement policy, except when extended use of such equipment is approved by COUNTY as provided for herein;
8. Chronic or persistent failure to correct or comply with conditions stipulated by COUNTY;
9. Failure of CONTRACTOR to cooperate with and assist COUNTY in the investigation or correction of the terms of this Agreement;
10. Failure to assist in the orderly transition, or scaling down of services upon the end of the Exclusive Operating Area agreement if a subsequent EOA agreement with CONTRACTOR is not awarded;
11. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the insurance coverage required herein;
12. Failure to maintain in force throughout the term of this Agreement, including any extensions thereof, the performance security requirements as specified herein;
13. Any other willful acts or omissions of CONTRACTOR that endanger the public health and safety; and
14. Repeated failure to prepare and submit the required Year End Financial Report, or requested independent audit without written notice.

D. Declaration of Major Breach – If the County Board of Supervisors determines that a Major Breach has occurred and CONTRACTOR failed to cure the Major Breach, and that the nature of the breach is, in COUNTY's reasonable opinion, such that the breach constitutes a serious and immediate threat to public health and safety, and after CONTRACTOR has been given notice and reasonable opportunity to correct such deficiency, the COUNTY may terminate the contract. In the event COUNTY terminates the contract, CONTRACTOR shall cooperate completely and immediately with COUNTY to effect a prompt and orderly takeover or replacement by COUNTY of CONTRACTOR's San Benito County operations.

E. Dispute After Takeover/Replacement – Such takeover/replacement shall be effected within 72 hours (or such other period of time as the COUNTY deems appropriate under the circumstances) after finding of Major Breach by the County Board of Supervisors meeting the criteria for takeover/replacement. CONTRACTOR shall not be prohibited from disputing any such finding of such breach through litigation, provided, however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover/replacement of operations by COUNTY. Neither

shall such dispute by the CONTRACTOR delay COUNTY's access to CONTRACTOR's performance security.

Any legal dispute concerning a finding of breach shall be initiated only after the emergency takeover/replacement has been completed. CONTRACTOR's cooperation with, and full support of, such emergency takeover/replacement process, as well as the immediate release of performance security funds to COUNTY, shall not be construed as acceptance by CONTRACTOR of the finding of Major Breach, and shall not in any way jeopardize CONTRACTOR's right to recovery should a court later determine that the declaration of Major Breach was in error. However, failure on the part of CONTRACTOR to cooperate fully with COUNTY to effect a safe and orderly takeover/replacement of services shall itself constitute a Major Breach under the terms of this Agreement, even if it is later determined that the original declaration of Major Breach was made in error.

- F. Breach Not Dangerous to Public Health and Safety – If COUNTY declares CONTRACTOR to be in Major Breach on grounds other than performance deficiencies dangerous to public health and safety, CONTRACTOR may dispute COUNTY's claim of Major Breach prior to termination of this Agreement.
- G. Liquidated Damages – The unique nature of the services that are the subject of this Agreement requires that, in the event of Major Breach of a type that endangers the public health and safety, COUNTY must restore services immediately. In the event the COUNTY has terminated this Agreement, CONTRACTOR must cooperate fully to affect the most orderly possible takeover/replacement of operations. In the event of such a takeover/replacement of CONTRACTOR's operations by COUNTY it would be difficult or impossible to distinguish the cost to COUNTY of effecting the takeover/replacement, the cost of correcting the default, the excess operating cost to COUNTY during an interim period, and cost of recruiting a replacement contractor from the normal cost to COUNTY that would have occurred even if the default had not occurred. Similarly, if takeover/replacement costs and interim operating costs are high, it would be impossible to determine the extent to which such higher costs were the result of CONTRACTOR's default or from faulty management of COUNTY's cost during takeover and interim operations.

For these reasons, this liquidated damages provision is a fair and necessary part of this Contract. The minimum amount of these additional costs to COUNTY (e.g., costs in excess of those that would have been incurred by COUNTY if the default had not occurred) could be not less than \$300,000 even assuming COUNTY's takeover/replacement management team is fully competent to manage the previously contracted functions.

Therefore, in the event of such a declared Major Breach, CONTRACTOR shall pay COUNTY liquidated damages in the amount of \$300,000.

H. County Responsibilities – In the event of termination, COUNTY shall be responsible for complying with all laws, if any, respecting reduction or termination of prehospital medical services.

I. “Lame Duck” Provisions – If CONTRACTOR fails to win the bid in a subsequent bid cycle, COUNTY shall depend upon CONTRACTOR to continue provision of all services required under the contract until the winning contractor takes over operations. Under these circumstances, CONTRACTOR would, for a period of several months, serve as a “Lame Duck”. To ensure continued performance fully consistent with the requirements of the contract throughout any such “Lame Duck” period, the following provisions shall apply:

1. Throughout such “Lame Duck” period, CONTRACTOR shall continue all operations and support services at substantially the same levels of effort and performance as were in effect prior to the award of the subsequent contract to the subsequent winning contractor.
2. CONTRACTOR shall make no changes in methods of operation that could reasonably be considered aimed at cutting CONTRACTOR’s service and operating costs to maximize profits during the final stages of the contract.
3. CONTRACTOR may reasonably begin to prepare for transition of service to the new CONTRACTOR during the “Lame Duck” period, and the COUNTY shall not unreasonably withhold its approval of the outgoing CONTRACTOR’s requests to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair the CONTRACTOR’s performance during such “Lame Duck” period, and so long as such transition activities are pre-approved by COUNTY.

- Subdivision (D) of Section 10.18 Regulatory Language is hereby amended in its entirety as follows:

D. Referrals – It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services rendered.

- Section 11 Exhibits is hereby amended in its entirety as follows:

Exhibits

EXHIBIT	TITLE
A	EOA MAPS
B-5	REPORTING REQUIREMENTS
C-4	SAN BENITO COUNTY RATES
D-5	FISCAL TIMELINES
E-5	DEFINITIONS
F	SUBSIDY SCHEDULE

- Exhibit B (Reporting Requirements) is replaced in its entirety with Exhibit B-5, which is attached to this amendment and made a part of this amended contract.
- Exhibit D (Fiscal Timelines) is replaced in its entirety with Exhibit D-5, which is attached to this amendment and made a part of this amended contract.
- Exhibit E (Definitions) is replaced in its entirety with Exhibit E-5, which is attached to this amendment and made a part of this amended contract.

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Thomas Wagner
Name/Title: ~~Edward Van Horne, President & CEO~~
Thomas Wagner, President

5/16/19
Date

COUNTY
San Benito County Board of Supervisors
West Region

Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Barbara Thompson for
Shirley L. Murphy, Deputy County Counsel

5/16/19
Date

Exhibit B-5

Reporting Requirements

REPORT NAME	PERIOD ENDING	DUE DATE	FREQUENCY
Unusual Clinical Occurrences <ul style="list-style-type: none"> • including non-compliance with controlled substance policies and procedures 		Within 24 hours	As needed
EMS Special Events/Standby Notification <ul style="list-style-type: none"> • notification of special event/standby coverage 		7+ days prior to beginning of coverage	As needed
Response Time Compliance Report/Exception Request	Month end	Within 20 days after end of each month	Monthly
Quarterly Report: <ul style="list-style-type: none"> • Employee Records* (contract 5.2.D) • Unusual <u>Non-Clinical</u> Occurrences/Complaints (tracking, trending and resolution), to include billing complaints. 	March 31, June 30, Sept. 30, Dec. 31	30 days after end of quarter (April 30, July 31, Oct. 31, Jan. 31)	Quarterly
Quarterly Financials: <ul style="list-style-type: none"> • revenue & expenditure totals, gross charges and payments 	March 31, June 30, Sept. 30, Dec. 31	90 days after end of quarter (June 30, Sept. 30, Dec. 31, March 31)	Quarterly
Annual Report (on previous year) to include: <ul style="list-style-type: none"> • Annual Budget (for current year) • Year-End Financial • QI Plan and update on activities from previous year and anticipated activities • Community Education • Controlled Substance Compliance • New Employee Orientation • In-Service Training • Vehicle List (inspection reports, DMV registrations)/Fleet Replacement Plan • Vehicle Maintenance Schedule • Equipment Replacement Plan • Deployment Plan/System Recommendations • Disaster Plan update • Business Licenses • Evidence of Insurance • Schedule of Rates (current year) • Medical Director – name/contact info. 	December 31	Within 90 days of Dec. 31 (by March 31)	Annually

Exhibit D-5

Fiscal Timelines

PRODUCT	PERIOD ENDING	TIMELINE TO COMPLETE
Quarterly Reports	March 31, June 30, September 30, December 31	30 days
Annual Report	December 31	90 days
Annual CPI Rate Adjustment	January 1	Per contract

Exhibit E-5

Definitions

TERM	DEFINITION
Advanced Life Support (ALS)	Special services designed to provide definitive prehospital emergency medical care as defined in California Health and Safety Code 1797.52
Advanced Life Support (ALS) Ambulance	An ambulance that has the minimum, one paramedic and one EMT as defined in California Health and Safety Codes 1797.80 and 1797.84 and equipment to provide ALS service to patients
ALS Response Time (ART)	The measurement of time lapsed from the hour, minute and second the call is dispatched by the County's designated dispatch center to the hour, minute and second of the arrival of a paramedic on the scene, regardless of whether the paramedic is employed by the Contractor. Response Times are determined by using information contained in, and reported by, the County's designated dispatch center in the Response Time Compliance Report
Ambulance	Any vehicle specifically constructed, modified or equipped and used for transporting sick, injured, convalescent, infirmed or otherwise incapacitated person.
Annual Report	Contractor shall submit Annual Report summarizing the previous fiscal year's activities and performance that shall include but not be limited to those reports listed in Exhibit D.
Base Hospital	Hazel Hawkins Memorial Hospital is approved by San Benito County EMS Agency to provide on-line medical advice and medical control to paramedics
Basic Life Support (BLS)	Emergency first aid and cardiopulmonary resuscitation procedures as defined in California Health and Safety Code 1797.60
Basic Life Support (BLS) Ambulance	An ambulance that has two EMTs as defined in California Health and Safety Codes 1797.60 and 1797.80 and equipment to provide BLS services to patients
Business Day	Any day the County offices are open for public business, excluding weekends, holidays and County imposed furloughs.
Computer Aided Dispatch (CAD)	A system consisting of associated hardware and software to facilitate call taking, unit selection, resource dispatch, deployment, event time-stamping, creation and real time maintenance of incident database and management information system.
Code 2 Call	Immediate dispatch and response of first responders and ambulance, no lights and sirens

Exhibit E-5

Definitions

Code 3 Call	Immediate dispatch and response of first responders and ambulance with lights and sirens
Contract Administrator	San Benito County Emergency Medical Services Agency
Contract Anniversary	July 1
CQI	Continuous Quality Improvement
Deployment Plan	An operational methodology that lists and defines the number of unit hours to be supplied by the Contractor, along with the placement of these units, by hour of day and day of week based on historical demand patterns.
Emergency	As defined by the California Health and Safety Code 1797.70, emergency means a condition or situation in which an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency.
Emergency Medical Care Commission (EMCC)	The committee appointed by the Board of Supervisors that is advisory to the EMS Agency and Board of Supervisors, and makes recommendations regarding standards, rules and regulations related to the medical and clinical aspects of ALS and ambulance service and prehospital care
Emergency Medical Technician (EMT)	As defined by Health and Safety Code, Section 1797.80
EMS Agency	San Benito County Emergency Medical Services Agency
Exception	A late response determined by response time criteria
Exclusive Operating Area (EOA)	An EMS area or sub-area of San Benito County that restricts operations to one or more emergency advanced life support ambulance providers as defined by California Health and Safety Code 1797.85
Exemption	A determination to exclude an EMS event from the predetermined response time criteria due to factors outside of the Contractor's control.
First Responder	A fire department vehicle or police vehicle with personnel capable of providing appropriate prehospital care.
HIPAA	Health Insurance Portability and Accountability Act of 1996
Medical Direction	Direction given to ambulance personnel by a base hospital physician through direct voice contact or approved MICN, as required by applicable medical protocols.

Exhibit E-5

Definitions

Medical Director	A physician with experience in emergency medical systems who provides medical oversight to the EMS System, pursuant to Section 1797.204 of the California Health and Safety Code.
MCI Plan	Multi-Casualty Incident Plan
Paramedic	As defined by California Health and Safety Code, Section 1797.84
Prehospital Advisory Committee (PAC)	Formed to advise the EMS Medical Director on issues concerning the technical aspects in provision of prehospital care.
Rural	All census places with a population density of 7 to 50 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 7 to 50 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
San Benito County Designated Dispatch Center, Santa Cruz Regional 911	Communications center contracted to provide public safety and 911 emergency dispatch services for the County of San Benito, and cities of Hollister and San Juan Bautista. Santa Cruz Regional 911 provides services for three (3) fire agencies, the contracted ambulance provider and other state and federal agencies
Suburban	All census places with a population density of 51 to 100 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 51 to 100 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Urban	All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts that have a population density of 101 to 500 persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)
Wilderness	Census tracts or enumeration districts without census tracts that have a population of less than seven (7) persons per square mile. (Reference: State of California Emergency Medical Services Authority, EMS Standards and Guidelines)

Exhibit F

Subsidy Schedule

CONTRACT YEAR (Fiscal Year)	SUBSIDY AMOUNT (Subject to Section 9.4)
2019-2020	\$15,000.00

**EXHIBIT 1
TO AMENDMENT #5**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)