

**NINTH AMENDMENT
TO
EMERGENCY MEDICAL SERVICES AGREEMENT**

This Ninth Amendment to the Emergency Medical Services Agreement (“**Ninth Amendment**”) is made and entered into by and between the County of Santa Clara, a political subdivision of the State of California (the “**County**”), and Rural/Metro of California, Inc., d/b/a American Medical Response, a Delaware corporation (“**Rural/Metro**”). The County and Rural/Metro shall be referred to collectively as “Parties.”

RECITALS

A. WHEREAS, as the result of a competitive solicitation process (RFP #PHD 10-06) approved by the Emergency Medical Services Authority (“**EMSA**”), the County and Rural/Metro entered into that certain Emergency Medical Services Agreement effective July 1, 2011 (the “**Original EMS Contract**”) to provide Advanced Life Support First Response and Advanced Life Support Emergency Ambulance Services (“**Services**”) to the County;

B. WHEREAS, the emergency medical services industry and healthcare have evolved significantly since the Original EMS Contract was implemented;

C. WHEREAS, the State of California has enacted legislation that has impacted the emergency medical services industry and EMSA currently has undertaken a comprehensive process to establish additional regulations of the emergency medical services industry;

D. WHEREAS, the federal government established the Advisory Committee on Ground Ambulance and Patient Billing to evaluate rates and costs to deliver emergency medical services and balance billing;

E. WHEREAS, the Parties have recently explored and piloted enrichments to drive efficiencies, coordination, and optimal utilization of resources in the County emergency medical services system and alleviate stress from a healthcare and paramedic staffing crisis, hospital offload delays, system utilization changes, and the aftermath of COVID-19;

F. WHEREAS, the emergency medical services system has been adversely affected by changes and limitations in public and private reimbursement and during the same period the costs of delivery of Services has increased significantly compared to reimbursement;

G. WHEREAS, recently a health system in the County announced plans to discontinue STEMI and trauma services, and downgrade its stroke services from Comprehensive to Primary, and this will adversely impact the delivery of emergency medical services and stress other health systems;

H. WHEREAS, the County recently implemented a new computer aided dispatch system in its communications center which has presented challenges with integration of existing ambulance dispatch technology systems and these changes have impacted system performance and measurement of system performance;

I. WHEREAS, the Original EMS Contract has been amended eight times and is currently deemed by EMSA as non-exclusive;

J. WHEREAS, the County has determined that this Ninth Amendment is in the best interests of patients and the community and is necessary to protect the health, safety, or welfare of the public and wishes to continue providing services to the community through its agreement with Rural/Metro; and

K. WHEREAS, the County and Rural/Metro now desire to further modify the Original EMS Contract, as amended by the First through Eighth Amendments (collectively, the “**EMS Agreement**”), to (i) extend the term of the EMS Agreement to ensure stability within the emergency medical system; (ii) continue evolving clinical standards and the delivery of emergency medical services; (iii) test and evaluate changes to the system to improve patient care and the delivery of Services; and (iv) allow time for the County to develop a comprehensive request for proposals to address the changes that have occurred and that are occurring as described in these Recitals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants, and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Rural/Metro hereby incorporate the above Recitals and agree that the EMS Agreement is amended as follows, effective April 16, 2024 (the “**Effective Date**”):

1. Capitalized terms used and not otherwise defined herein shall have the same meaning as set forth in the EMS Agreement.

2. Section 2.1 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

2.1 Term of Agreement. This Agreement shall remain in full force and effect until 11:59 p.m. December 31, 2025.

3. Section 2.2 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

2.2 Option to Extend. The County shall have the right to extend the term of this agreement for up to three (3) successive one (1) year periods (each, an “Optional Renewal Period”). Such Optional Renewal Periods shall be deemed exercised by the County in the absence of affirmative written notice to Rural/Metro of the County’s declination to exercise its Optional Renewal Period. Such notice of declination to exercise the Optional Renewal Period shall be provided by the County to Rural/Metro no less than three hundred sixty-five (365) days prior to the expiration of the then current term.

4. Section 3.4 of the EMS Agreement is hereby deleted and replaced in its entirety with the following:

3.4 County Communications Fee. Rural/Metro shall pay the County an annual communications fee equal to \$4,300,000 (pro-rated for any partial contract year from the Effective Date). If a County option is exercised in accordance with this Ninth Amendment, on January 1st of the option year and any successive option year exercised, the communications fee will be increased by the same percentage as reflected on Exhibit “M” pursuant to the calculation made under Section 9 of Exhibit “S.” Payment shall be made in quarterly payments in arrears equal to one-fourth (1/4) of the annual County Communications Fee. The annual county communications fee shall be made payable to the order of Santa Clara EMS Agency and shall be addressed to the Contract Manager. Rural/Metro shall use County Communications in accordance with the terms of Exhibit “B”. The County warrants and represents that the communications fee does not exceed the actual costs for providing the identified services.

5. The exemptions set forth in Section 4.3 for CAD dispatch/EMD errors, hospital offload delays of more than thirty (30) mins per call, and unusual system overload shall not be unreasonably withheld, conditioned, or delayed by the EMS Agency. If a disagreement between the EMS Agency and Rural/Metro shall arise under Section 4.3 on exemptions, either party may escalate the disagreement to the Deputy County Executive and the Region President of Rural/Metro (or similar executive leadership of the parties) before any finalization of the disagreements under Section 4.3 and before any applicable monthly response time report is finalized (including the outstanding period of October 1, 2022 through August 31, 2023). Notwithstanding, for the period September 12, 2023 and continuing through appropriate implementation and integration of the new computer aided dispatch technology as determined in accordance with industry standards and subject to written agreement by the Parties, penalties shall be determined based on Rural/Metro's daily staffed ambulance unit hours of 850 combined hours with a minimum of 724 ALS unit hours per day and a minimum of 96 BLS unit hours per day. These numbers shall be adjusted quarterly based on call volume and system performance. For each day that Rural/Metro is below the combined 850 daily ambulance hours, Rural/Metro shall pay a penalty of \$1,000 per day. For each day that Rural/Metro is below the 724 ALS daily ambulance hours, Rural/Metro shall pay a penalty of \$1,000 per day but there shall be no per day penalty for being below the 96 BLS ambulance hours per day. This method of minimum unit hours, penalties, and reporting set forth in this Section 5 supersedes any inconsistent or conflicting provisions in the EMS Agreement as specified in this Section 5.

Rural/Metro shall cooperate in good faith with the County in its implementation and integration of the new computer dispatch technology. Notwithstanding anything in this Section to the contrary, in the event that the County provides written notice to Rural/Metro that Rural/Metro has unreasonably caused undue delay in the implementation and integration of the new computer aided dispatch technology, Rural/Metro shall be given a thirty (30) day opportunity to cure. In the event the Parties fail to reach agreement on the appropriate implementation and integration of the new computer dispatch technology within thirty (30) days of a notice of proposed completion from the County, either Party may, at that Party's sole expense, seek recommendations from an independent third-party expert to provide guidance on completion.

6. Section 4.5.1 and Section 4.5.3 of the EMS Agreement is hereby deleted in its entirety. Additionally, any assessments that may or could have been imposed by Section 4.5.1 and Section 4.5.3 for the period from October 1, 2022 through the Effective Date of this Ninth Amendment are deemed null and void.

7. Clinical oversight as outlined in Exhibit "H" shall be completed by an educator with the appropriate qualifications based on their quality improvement duties. A Paramedic may replace a Nurse Educator described in Exhibit "H." The contractor shall provide a Clinical Manager, and no less than three (3) clinical staff members. One (1) clinical educator will maintain advanced certification as a CCT-P or FP-C.

8. A new Exhibit "S" System Enrichments is added to the EMS Agreement and incorporated herein by this reference. The Parties further agree that to the extent that there may be any provisions in the EMS Agreement that are inconsistent with, or conflict with, the changes in Exhibit "S", those provisions shall be deemed automatically modified or deleted to the extent that the provision frustrates the purpose and intent of the implementation of Exhibit "S" to the emergency medical services system.

9. If any provision of this Ninth Amendment, or portion thereof, is determined by a court of competent jurisdiction through an appeal-exhausted order to be invalid, void, illegal, prohibited, or unenforceable, for any reason, then (1) the prior version of such provision, or portion thereof, if any, shall be restored and continue in full force and effect; and (2) the EMS Agreement, as amended by all remaining terms of this Ninth Amendment, shall continue in full force and effect.

10. Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

11. The EMS Agreement, as amended by this Ninth Amendment, constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior communications, representations, understandings, or agreements, if any, whether oral or written, concerning the subject matter contained in the EMS Agreement. The EMS Agreement may not be amended, waived, or discharged, in whole or in part, except by a written instrument executed by all of the parties hereto.

12. Except as modified by this Ninth Amendment, the terms and provisions of the EMS Agreement are hereby ratified and confirmed and are and shall remain in full force and effect. Should any inconsistency arise between this Ninth Amendment and the EMS Agreement as to the specific matters which are the subject of this Ninth Amendment, the terms and conditions of this Ninth Amendment shall govern and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment, effective as of the Effective Date.

COUNTY OF SANTA CLARA

RURAL/METRO OF CALIFORNIA, INC.

By: _____
Susan Ellenberg, President Date
Board of Supervisors

DocuSigned by:
Thomas Wagner 4/12/2024
By: _____
0F0378D4595D46A... Date
Thomas wagner
Name: _____
Title: President, National Operations

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

By: _____
Curtis Boone
Acting Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Wesley Dodd
By: _____
9BA7F1608BBD485...
Wesley Dodd
Deputy County Counsel

Exhibit S

System Enrichments

1. Basic Life Support Unit Hours and Tiered Response. As initiated October 26, 2023, Rural/Metro will add a minimum of ninety-six (96) Basic Life Support (“BLS”) unit hours to its Santa Clara County 9-1-1 deployment daily. To appropriately utilize the added BLS unit hours, the EMS Agency will prioritize expansion of the use of tiered response in the EMS system in accordance with established County EMS policy.
2. Emergency Calls Dispatched Without Emergency Medical Dispatch. All emergency calls that are dispatched as Code-3 without an emergency medical dispatch determinant shall be measured as Code-2 response time but shall remain in the Code-3 measurement for monthly response time compliance. Example: An approved emergency medical dispatching center that does not process an individual or group of 911 calls in accordance with the medical priority dispatch standards will receive an ambulance lights and siren (Code-3), but the response measurement will remain as non-lights and siren (Code-2).
3. Omega Measurement for All Non-Emergency Responses. All non-emergency response types measured through utilization of the Medical Priority Dispatch System (“MPDS”) shall be measured in accordance with the response time requirements identified in Exhibit D “Response Time Requirements” of the EMS Agreement. At the direction and authorization of the County EMS Medical Director, other non-emergency response types may be categorized as low acuity non-emergency responses. Responses categorized as low acuity non-emergency responses shall be measured in accordance with the “OMEGA” response time requirements identified in Exhibit D “Response Time Requirements” of the EMS Agreement.
4. Implementation of Nurse Navigation.
 - a. The County and Rural/Metro will work closely together to implement Nurse Navigation services at the County Communications center and with all additional jurisdictions that request or allow for its utilization to help improve access to care for 9-1-1 callers.
 - b. Implementation of the Nurse Navigation system allows for better triage and response to 9-1-1 callers that do not need an immediate ambulance response and allows for EMS resources to be released up for emergency calls. The Nurse Navigation system is designed to improve access to care for patients while reducing costs to the EMS system, patients, and third-party payers.
 - c. Through the use of urgent care centers, community clinics, telehealth, and behavioral health centers, the Nurse Navigation system helps patients receive primary care, including transportation with ride share services like Lyft. Appropriate utilization of these resources diverts ambulances from overcrowded emergency departments and reduces ambulance wait times at these facilities.
 - d. Implementation of the Nurse Navigation system is anticipated to take approximately 60-90 days. The system will be fully implemented in the second quarter of 2024.
 - e. Calls transferred to Nurse Navigation shall be measured from time of call transfer to the time the call is received at Nurse Navigation.

5. Utilization of Non-ambulance Transportation for Behavioral Health Patients. The Parties will work cooperatively with the County to identify gaps in transportation and effective destinations for psychiatric facilities. The Parties will work to establish a non-ambulance mode of transportation for psychiatric patients requiring transportation that are without acute medical needs. The Parties will address this by policy in conjunction with EMS Medical Director oversight.
6. Establish Cooperative Ambulance Assistance Agreements. Rural/Metro will evaluate the availability and reliability of utilizing approved/permitted ALS and BLS ambulance providers that are currently operating in Santa Clara County. The Parties will work cooperatively to establish and approve Cooperative Ambulance Assistance Agreements with approved providers.
7. Change Management. At any time during the term of the EMS Agreement, in the event of a significant change or potential significant change beyond a Party's control that will affect patient care, the costs, revenue or delivery of services, a Party may send written notice to the other Party to meet and confer on the impact of the change and discuss a rate adjustment, operational changes, service needs, or other changes. In the event the Parties fail to reach agreement on a prospective change within thirty (30) days, either Party may, at that Party's sole expense, seek recommendations from an independent third-party expert in EMS operations mutually agreed to by the Parties.
8. Pilot Programs and System Reinvestment. The Parties recognize pilot programs and system reinvestments are paramount to patient care as standards of care evolve, population density changes, technology changes, and other external factors arise. The Parties shall meet and discuss the implementation of pilot programs and potential utilization of any assessed penalties under the EMS Agreement to directly enrich and improve the EMS system. The Parties may by written memorandum of understanding signed by the Parties implement pilot programs and system reinvestments. Any memorandum of understanding will be administratively approved by the EMS Agency, the County Executive and the Region President of Rural/Metro (or similar executive leadership of the parties).
9. Rates. To fund Exhibit "S" and provide for continued system sustainability, the ambulance rates and charges in Exhibit "M" will be increased by a percentage calculated to yield an additional realization of \$79.55 per transport as of the Effective Date. If a County option is exercised in accordance with this Ninth Amendment, on January 1st of the option year and any successive option year exercised, the ambulance rates and charges in Exhibit "M" will be increased by a percentage calculated to yield an additional realization of \$10.00 per transport. The County will publish its rates and charges in Exhibit "M" in accordance with applicable laws.
10. Quarterly Meetings. County executive leadership, the EMS Agency, and Rural/Metro shall meet a minimum of quarterly to discuss the evolution of the EMS system and efficacy of these system enrichments and pilot programs, including review of relevant data, system performance, and system sustainability.
11. Request for Proposals. The County may at any time provide written notice to Rural/Metro of implementation of its request for proposals process for its future emergency medical services system.