

- F. Contractor shall pay liquidated damages to MVEMSA of \$250 for each and every incident in which a preventable mechanical failure of an ambulance occurs with a patient on-board or responding to an incident if the ambulance is out of compliance with the approved maintenance schedule, exceeds mileage or age limits and/or exhausts its on-board fuel supply.
- G. Furthermore, Contractor shall pay liquidated damages to MVEMSA of \$125 for each incident in which Contractor's crew fails to report an at scene time which is not verifiable by verbal radio traffic, CAD timestamp or Geographic Positioning System (GPS) based Automatic Vehicle Location (AVL) technology playback.
- H. Phase-In Period (Discovery Period):  
For the first three (3) months after the agreement is implemented, beginning April 1, 2021 through June 30, 2021 Response Time requirements specified herein shall be enforced but the penalty assessment will be waived to allow for adjustments in system status management. For the remainder of the Agreement period, Response Time requirements must be met, and penalties will be assessed for non-compliance.
- I. Other Repercussions:  
If MVEMSA, with recommendation of the Emergency Medical Services Committee (EMSC) or other oversight committee designated by the MVEMSA Executive Director, determines that Contractor for three consecutive completed compliance periods has failed to maintain Response Time compliance as required by this Agreement and/or more than 6 compliance periods in a single zone in any rolling 12-month period, the MVEMSA may determine that there is a breach. Additionally, if Contractor has Extended Response Time as defined on more than ten percent (10%) of all late calls in any Response Time Compliance Zone which have not been granted Exceptions and/or Exemptions, MVEMSA may determine that Contractor has breached this Agreement. MVEMSA and Contractor acknowledge that the purpose of the Extended Response Time compliance requirement is to ensure quality of patient care and that invoking the breach provision relative to Extended Response Time compliance may be necessary only where Contractor is not using its best efforts to resolve issues affecting patient care. Therefore, prior to invoking a breach of contract for Extended Response Time non-compliance, MVEMSA shall provide Contractor an opportunity to cure any failure to comply with Extended Response Time requirements and agrees not to invoke the breach provision for Extended Response Time if Contractor demonstrates best efforts to resolve issues contributing to Contractor's failure to meet the Extended Response Time compliance requirements. Actions constituting best efforts include, but are not limited to the following:
1. Contractor agrees to conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
  2. In consultation with MVEMSA, Contractor agrees it will utilize available resources and technology that do not unreasonably impact Contractor's cost or revenue to implement all process review study recommendations.
  3. Contractor agrees to conduct 100% review (Clinical and Operations) on Extended Response calls.

Notwithstanding the foregoing, Contractor shall not be entitled to a cure opportunity under this Paragraph if it has previously been afforded two such cure opportunities during the preceding three years.