

Response Time Liquidated Damages

- A. It is the goal of MVEMSA to deliver the expected clinically driven response times to all incident’s ninety percent (90%) of the time. An allowance of ten percent (10%) for isolated instances of individual deviations of response times is built into the Response Time measures.
- B. Contractor is expected to maintain a minimum compliance of 90% for each completed compliance period in each Response Time Zone.
- C. Contractor understands and agrees that the failure to comply with any time, performance or other requirements in this Agreement will result in damage to MVEMSA and the County and that it will be impracticable to determine the actual amount of damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and MVEMSA agree to the liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County.
- D. Contractor shall pay liquidated damages to MVEMSA each and every completed compliance period that Contractor fails to attain response time compliance of at least ninety percent (90%). Response time liquidated damages for urban, suburban, rural and wilderness responses within each of the three (3) response zones shall be calculated in a rolled-up manner for the purposes of calculating monthly liquidated damages and/or for the purposes of breach. Liquidated damages will be calculated independently for Code Two and Code Three for each EOA.

Contractor shall be required to report response time performance for urban, suburban, rural and wilderness areas separately for the purpose of data collection and system quality improvement. Liquidated damages paid by the Contractor independently for each EOA for Code Two and Code Three calls in which it fails to maintain the requisite compliance shall be as follows:

89-89.99 %	\$500
88-88.99%	\$750
87-87.99%	\$1,250
86-86.99%	\$2,000
85-85.99%	\$3,000
<85 %	\$4,000

- E. Contractor shall pay liquidated damages to MVEMSA for each and every incident to which it has an Extended Response Time, unless Exempted by MVEMSA. An Extended Response Time is defined as failing to meet the required response time associated with an incident by ten (10) or more minutes. Liquidated damages paid by the Contractor for each Extended Response Time shall be as follows:

Response time elapsed in excess of requirement	10-15 min	\$250
	>16 min	\$375