

Notice to Proposers

Amendment to Draft Agreement For Emergency Ground Ambulance Services (RFP: Attachment V)

Please be advised that Section 1.16 A of the above stated Agreement is hereby deleted and replaced with the following:

“1.16 Ambulance Dispatch Services

A. CONTRACTOR shall utilize REDCOM's Fire and Dispatch Center for all emergency ground ambulance dispatch and emergency medical dispatch services necessary for CONTRACTOR to perform the scope of services of this Agreement, and pay charges associated therewith pursuant to a separate contract with REDCOM. This Section 1.16 shall not apply in the event that the Office of the Inspector General, U.S. Department of Health and Human Services, determines that the requirement of utilizing REDCOM services and paying REDCOM's charges or any part thereof are unlawful under the federal antikickback law. In recognition that the parties agree that utilizing REDCOM's coordinated dispatch services is beneficial to the health and safety of the public, if the EMS Agency determines that all or any portion of REDCOM's charges may be unlawful, the CONTRACTOR may continue to utilize and pay for REDCOM's services if CONTRACTOR pays such charges to a separate segregated account to be held by the County of Sonoma Treasurer pending the receipt of a favorable advisory opinion from the Office of the Inspector General. The funds will be reimbursed to CONTRACTOR if the Office of the Inspector General determines that either administrative sanctions or civil monetary penalties would be imposed if the charges in question were assessed by REDCOM, and the funds will be distributed to REDCOM if the Office of the Inspector General determines that either (a) the charges in question would not constitute prohibited remuneration under the federal antikickback law, or (b) neither administrative sanctions or civil monetary penalties would be imposed if the charges in question were assessed by REDCOM.”