

# ORIGINAL

776-S0910

AGREEMENT FOR SERVICES #834-PHD0409  
AMENDMENT II – Public Safety Associates, d.b.a. The Polaris Group

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This Amendment II to that Agreement for Services 834-PHD0409, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as COUNTY), and Public Safety Associates, LLC d.b.a. The Polaris Group whose principal place of business is 273 North Dogwood Trail, Southern Shores, NC 27949 (hereinafter referred to as CONSULTANT).

## RECITALS

WHEREAS, the Health Services Department has been reorganized and is now known as the Health and Human Services Agency; and

WHEREAS, CONSULTANT has been engaged by COUNTY to provide consulting services for the Health and Human Services Agency's Emergency Medical Services Agency (EMS AGENCY), in accordance with Agreement for Services 834-PHD0409, dated November 20, 2009; and Amendment I to Agreement 834-PHD0409 dated March 1, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify the Scope of Services of this Agreement, thereby amending Article I – Scope of Services; and

WHEREAS, the parties hereto have mutually agreed to extend the term of this Agreement, thereby amending Article II – Term; and

WHEREAS, the parties hereto have mutually agreed to increase the not-to-exceed amount of this Agreement, thereby amending Article III – Compensation; and

WHEREAS, the parties hereto have mutually agreed to update contact personnel to reflect organizational changes, thereby amending Article X – Notice to Parties; and

WHEREAS, the parties hereto have mutually agreed to update insurance requirements, thereby amending Article XII – Insurance;

NOW THEREFORE, the parties do hereby agree that Agreement for Services 834-PHD0409 shall be amended a second time as follows:

- 1) All references in the original agreement to the "Health Services Department" or "HSD" shall be deemed to refer to the Health Services Department of the Health and Human Services Agency.
- 2) Article I shall be amended to add:

Section 1.02

Consultant will work with EMS Agency to:

- (a) Develop an Amendment IV to Agreement 200-S0811, incorporating findings from activities defined in Section 1.01 (f) through (k);
- (b) Revise Emergency Medical Services Plan update; revise Ambulance Ordinance; and revise EMS Agency policies as requested, incorporating recent changes in CSA 3 and CSA 7;
- (c) Review and revise, if necessary, an update of ambulance service fees for the County of El Dorado;
- (d) Serve as mediator for EMS Agency issues within the County. Document all discussions and provide reports upon request to EMS Agency, County Counsel, and Board of Supervisors;
- (e) Provide consultation to the COUNTY regarding issues including but not limited to EMS Plan Update; EMS Trauma Plan Update; and Exclusive Operating Area with regard to the State of California Emergency Medical Services Authority.

- 3) Article II shall be amended in its entirety to read as follows:

**Article II. TERM**

This Agreement shall cover the period November 20, 2009 through June 30, 2012, unless earlier terminated pursuant to the provisions under Article IX herein.

- 4) Article III shall be amended in its entirety to read as follows:

**Article III. Compensation for Services:**

Section 3.01 For services provided herein, COUNTY agrees to pay CONSULTANT monthly in arrears and within forty-five (45) days following the COUNTY's receipt and approval of itemized invoice(s) identifying services rendered. CONSULTANT may also be reimbursed for ancillary activities, described herein above, necessary to the performance of services under this Agreement equal to the cost of those activities.

Section 3.02 For the purposes of this Agreement, the billing rate shall be \$275 per hour; however, CONSULTANT agrees that fees will not exceed amounts set forth below for critical milestones/deliverables identified (unless written authorization to vary is provided by Health and Human Services Agency Director).

Pursuant to Section 1.01 (a) through (e)		
Milestone	Not-to-Exceed	Estimated Date of Deliverable
Advance for Detailed Analysis Report (see below)	\$5,000	Upon commencement of Agreement
Detailed Analysis Report submitted to EMS Agency following onsite evaluation	10,000	November to December 2009
First Draft RFP	5,000	June 2010
Pre-proposal Conference	5,000	March 2011
Presentations/Scoring Complete	10,000	April 2011
Contract Negotiated and Drafted	5,000	June 2011
Contract Implemented and Initial Months Evaluated	5,000	December 2011
<b>Total Professional Fees</b>	<b>\$45,000</b>	

Pursuant to Section 1.01 (f) through (k)		
Milestone	Not-to-Exceed	Estimated Date of Deliverable
Review of current agreement between COUNTY and El Dorado County Emergency Operations Authority (JPA), the JPA performance, and interested party applications.	\$5,000	Upon commencement of Amendment I
Analysis of CSA #7 system structure and fiscal viability, including meetings as needed with system stakeholders, and identification of problems / opportunities for improvement.	\$10,000	March 2011 – June 2011
Submission of detailed written analysis and recommendations for system design and approach to contracting for services.	\$5,000	No later than December 21, 2011
<b>Total Professional Fees</b>	<b>\$20,000</b>	

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Pursuant to Section 1.01 (f) through (k) and Section 1.02 (a) through (e)		
Milestone	Not-to-Exceed	Estimated Date of Deliverable
Development of Amendment to CSA 7 JPA Agreement consistent with results of outcome from Section 1.01 (f) through (k)	\$5,000	Upon commencement of Amendment II
Revision of EMS Plan to incorporate recent changes in CSA 3, CSA 7, and the Ambulance Ordinance	\$5,000	January 2012 – March 2012
Assistance with the review, development, and submission of the Ambulance Rate Review.	\$10,000	No later than April 30, 2012
Serve as mediator for EMS Agency issues within the County.	\$10,000	No later than June 30, 2012
Provide consultation as requested regarding EMS Authority issues.	\$5,000	No later than June 30, 2012
<b>Total Professional Fees</b>	<b>\$35,000</b>	

Reimbursement for travel shall not exceed \$20,000, must be approved in writing by COUNTY, and shall be made in accordance with Exhibit A, marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total not-to-exceed amount for the term of this Agreement is \$120,000.

5) Article X shall be amended in its entirety to read as follows:

**Article X. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH AND HUMAN SERVICES AGENCY  
3057 BRIW ROAD, SUITE A  
PLACERVILLE, CA 95667  
ATTN: DANIEL NIELSON, MPA, DIRECTOR

or to such other location as the COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

PUBLIC SAFETY ASSOCIATES, LLC  
dba THE POLARIS GROUP  
273 NORTH DOGWOOD TRAIL  
SOUTHERN SHORES, NC 27949  
ATTN: DAVID SHRADER

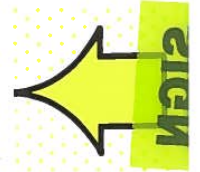
or to such other location as the CONSULTANT directs.

6) Article XII, Insurance, Section 12.01 shall be amended and replaced in its entirety to read as follows:

Section 12.01 CONSULTANT has warranted and represented that he has no employees and shall not be required to obtain Workers' Compensation and Employers' Liability Insurance. Should during the term of this Agreement CONSULTANT hire one or more employees who will provide any services related to this Agreement he/she shall immediately obtain Full Workers' Compensation and Employer's Liability insurance and furnish COUNTY with certificate for same.

Except as herein amended, all other parts and sections of that Agreement 834-PHD0409 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:



By: *Daniel Nielson*  
Daniel Nielson, MPA, Director  
Health and Human Services Agency

Dated: 1-4-2012

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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services 834-PHD0409 on the dates indicated below.

--CONSULTANT--

By:  Dated: 1/18/12  
David Shrader, President and CEO  
CONSULTANT

--COUNTY OF EL DORADO--

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of Supervisors  
COUNTY

Attest: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy