

California Tahoe Emergency Services Operations Authority

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5873

THIS FIRST AMENDMENT to that Agreement for Services #5873 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 California Tahoe Emergency Services Operations Authority, a Joint Powers Authority, duly qualified to conduct business in the State of California, whose principal place of business is 3066 Lake Tahoe Boulevard, South Lake Tahoe, California 96150 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide prehospital advanced life support ambulance and dispatch services pursuant to Agreement for Services #5873, dated August 24, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the personnel requirement, amending **Section 2.1 Scope of Services and Standards for Prehospital ALS, Subsection 2.1.7 Personnel Requirements, Paragraph C**;

WHEREAS, the parties hereto desire to amend the Agreement to update the Ambulance Inflation Factor (AIF) language, amending **Section 2.3, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to include updated contract provisions, amending **Section 2.20, Conflict of Interest**, and add **Exhibit B, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #5873 on the following terms and conditions:

- I. **Section 2.1 - Scope of Services and Standards for Prehospital ALS, Subsection 2.1.7 Personnel Requirements, paragraph C**, of the Agreement is amended in its entirety to read as follows:

Section 2.1 – Subsection 2.1.7, paragraph C,

- C. In the case of Critical Care Transport (CCT) ambulance, each CCT ambulance shall be staffed with a minimum of one (1) EMT- I and one (1) registered nurse qualified at the appropriate level, a physician or a Critical Care Transport Paramedic to provide critical care during transport, as agreed upon by the sending hospital. Each ambulance shall be equipped with appropriate medical equipment and supplies.

- II. **Section 2.3 - Compensation for Services, paragraph 2,** of the Agreement is amended in its entirety to read as follows:

Section 2.3 – Compensation for Services, paragraph 2,

Contractor shall be paid \$3,779,425.00 for the initial year of this Agreement. The County shall increase the annual payment each September 1st, based on an escalation factor, pursuant to Exhibit A, marked "CTESOA Budget and Compensation," incorporated herein and made by reference a part hereof. Beginning January 1, 2022 the County will also annually increase compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Services and effective for each calendar year. The AIF is applied cumulatively, effective January 1st of each year of the Agreement. In the event that the AIF is zero or a negative percentage in any given year, Contractor's compensation will not be changed during that year. Any negative AIF will be reduced from future increases.

- III. **Section 2.20 – Conflict of Interest,** of the Agreement is amended in its entirety to read as follows:

SECTION 2.20 - Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in SECTION 2.13 Default, Breach, Termination, and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #5873 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5873 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 5-16-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufele
Deputy Clerk

Dated: 5-16-23

-- CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY --

By: Ryan Wagoner
Ryan Wagoner (Apr 24, 2023 13:18 PDT)

Dated: 04/24/2023

Ryan Wagoner
Executive Director
"Contractor"

California Tahoe Emergency Services Operations Authority

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

04/24/2023

Date

04/24/23

Type or write name of company

RYAN WAGONER

ivan.wagoner (Apr 24, 2023 13:18 PDT)

Signature of authorized individual

Ryan Wagoner

Type or write name of authorized individual