

AGREEMENT FOR SERVICES #278-S0110  
AMENDMENT IV

Maintenance, Updating, Service, and Support of  
Emergency Medical Services Dispatch Products

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This Amendment IV to that Agreement for Services #278-S0110 (aka County Agreement for Services #120-PHD0006), is 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 Medical Priority Consultants, Inc., dba Priority Dispatch Corporation, a Utah Corporation duly qualified to conduct business in the State of California, whose principle place of business is 110 S. Regent Street, Suite 500, Salt Lake City, Utah, 84111, and whose Agent for Service of Process is C. T. Corporation System, 818 West Seventh Street, Suite 500, Los Angeles, CA 90017 (hereinafter referred to as "Consultant").

**RECITALS**

**WHEREAS**, County has contracted with Consultant for on-going extended maintenance, updating, services, and support of three emergency medical services dispatch products hereinafter referred to as "ProQA," "AQUA," and "Medical Cardset" through Agreement for Services #278-S0110 (aka County Agreement for Services #120-PHD0006) dated November 8, 2000, Amendment I dated August 16, 2005, Amendment II dated February 28, 2006, and Amendment III dated March 3, 2009, incorporated herein and made by reference a part hereof; and

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

**WHEREAS**, all references in prior agreements to the Health Services Department shall now refer to the Health and Human Services Agency ("HHS"); and

**WHEREAS**, Consultant will stop technical support of the "ProQA" software system licensed and installed at the City of South Lake Tahoe Emergency Dispatch Center and the California Department of Forestry Emergency Dispatch Center at Camino effective July 31, 2014; and

**WHEREAS**, County will upgrade to the "ProQA Paramount" and to "AQUA 6" emergency medical services dispatch software system; and

**WHEREAS**, Consultant agrees to provide software maintenance, update, and support services for ProQA Paramount and AQUA 6 located at each of the product sites through this Service Agreement; and

**WHEREAS**, the parties hereto have mutually agreed to amend Article I – Scope of Services, Article III – Compensation for Services, Article X – Notice to Parties, Article XII – Authorized Signatures; and

**WHEREAS**, the parties hereto have mutually agreed to incorporate updated County standardized language thereby adding Article XIV – Change of Address; Article XV – Audit by California State Auditor; Article XVI – Nonresident Withholding; Article XVII – Taxpayer Identification Number (Form W-9) and County Payee Data Record Form; Article XVIII – Waivers, Article XIX – Venue; Article XX – No Third Party Beneficiaries; Article XXI – Conflict Prevention and Resolution; and renumber Article XIV – Entire Agreement to accommodate the insertion of the three aforementioned Articles; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #278-S0110 shall be amended a fourth time as follows:

1) Article I shall be amended in its entirety to read as follows:

**Article I**

**Scope of Services:**

- A. Upon full execution of this Amendment, Consultant shall upgrade the ProQA and AQUA Software located at the City of South Lake Tahoe Dispatch with the latest version of each available.
- B. Consultant agrees to provide update and support services for both ProQA Paramount and AQUA 6 Software as defined in Consultant's current "Basic Service Plan" for each, incorporated herein as Exhibits A and B respectively. Services shall be provided electronically and by telephone.

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

**Article III**

**Compensation for Services:**

- A. For services provided herein, County shall pay Consultant an annual fee in advance of the next year's services and within thirty (30) days following County's receipt of invoice(s) from Consultant. Said invoice shall include the date the invoice was created, the name of the software being invoiced, the site at which the software is installed, the term being billed, and the amount of the annual fee. Annual fees and due dates are as follows:



<b>Installed/Located at the City of South Lake Tahoe Dispatch</b>					
<b>Software</b>	<b>License Number</b>	<b>Unit Amount</b>	<b>Qty.</b>	<b>Annual Amount</b>	<b>Annual Due Date</b>
ProQA Gold ESP/ Paramount Maintenance	TBD	\$759	4	\$3,036	Estimated October 1
AQUA ESP Maintenance	TBD	405	1	405	April 1
Medical Cardsets (English)	N/A	39	2	78	October 1
Medical Cardsets (Spanish)	N/A	59	1	59	October 1
Medical Cardsets (English)	N/A	39	2	78	April 1
	<i>Sub Total</i>			\$3,656	
<b>Installed/Located at the Calif. Dept. of Forestry Camino Dispatch</b>					
<b>Software</b>	<b>License Number</b>	<b>Unit Amount</b>	<b>Qty.</b>	<b>Annual Amount</b>	<b>Annual Due Date</b>
ProQA Gold ESP/ Paramount Maintenance	TBD	\$759	7	\$5,313	January 1
AQUA ESP Maintenance	TBD	375	1	375	November 1
Medical Cardsets (English)	N/A	39	4	156	October 1
Medical Cardsets (English)	N/A	39	2	78	April 1
	<i>Sub Total</i>			\$5,922	
	<b>Total</b>			<b>\$9,578</b>	

- B. For the upgrade to the AQUA Software, County shall pay Consultant within thirty (30) days following County's receipt of invoice(s) from Consultant which shall include the current date, the name of the software, the site at which the AQUA Software upgrade was installed, the term being billed, and the amount of the upgrade. The quoted amount for the AQUA upgrade is as follows:

<b>Description</b>	<b>Amount</b>
ProQA/Paramount Upgrade – Gold Level (SLT Dispatch) .....	\$3,036.00
AQUA Version 6 Software Upgrade (SLT Dispatch) .....	395.00
<b>Sub Total</b>	\$3,431.00
CA City and County Combined Sales Tax (8%) .....	274.48
<b>Total</b>	<b>\$3,705.48</b>

- C. Invoices/Remittances shall be addressed as indicated in the table below or to such other location as County or Consultant may direct per the Article titled "Notice to Parties."

<b>Mail invoices to:</b>	<b>Mail remittance to:</b>
Health & Human Services Agency – Health Services Fiscal Unit 3057 Briw Road, Suite B Placerville, CA 95667	Priority Dispatch Corporation 110 S. Regent Street, Suite 500 Salt Lake City, Utah, 84111

- D. The maximum contractual obligation of the County under this Agreement for the time period of July 1, 2014 through June 30, 2015 (County Fiscal Year 2014 - 2015) shall not exceed \$13,283.48 for all of the stated services, products, and upgrades.
- E. For each County Fiscal Year thereafter, the maximum annual contractual obligation of the County under this Agreement shall not exceed \$9,578 per year for all of the stated services during the term of the Agreement.

3) 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: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS DIVISION  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

MEDICAL PRIORITY CONSULTANTS, INC.  
dba PRIORITY DISPATCH CORPORATION  
110 S. REGENT STREET, SUITE 500  
SALT LAKE CITY, UTAH, 84111  
ATTN: BRENT E. HAWKINS, GENERAL COUNSEL

Or to such other location as Consultant directs.

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

**ARTICLE XII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.



Consultant represents that Brent E. Hawkins, General Counsel, is fully authorized to execute this Agreement and any amendments on behalf of Consultant and to bind Consultant to the obligations set forth herein and therein and County is relying on this representation as consistent with the parties' course of dealing in performing the obligations under this Agreement since effective date in April 2000.

- 5) Article XIV – Change of Address, Article XV – Audit by California State Auditor, Article XVI – Nonresident Withholding, Article XVII – Taxpayer Identification Number (Form W-9) and County Payee Data Record Form, Article XVIII – Waivers, Article XIX – Venue, Article XX – No Third Party Beneficiaries, and Article XXI – Conflict Prevention and Resolution shall be added as follows:

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**Audit by California State Auditor:** Consultant acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. Consultant shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Consultant, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Consultant shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

#### **ARTICLE XVI**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XVII**

**Taxpayer Identification Number (Form W-9) and County Payee Data Record Form:** All independent Consultants or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Consultants or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

**ARTICLE XVIII**

**Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Consultant shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Consultant's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

**ARTICLE XIX**

**Venue:** Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in the County of El Dorado, California, and shall be resolved in accordance with the laws, of the State of California.

**ARTICLE XX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXI**

**Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

6) Article XIV – Entire Agreement shall be renumbered as follows:

**ARTICLE XXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

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Except as herein amended, all other parts and sections of that Agreement 278-S0110 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: Richard W. Todd Dated: 8-14-2014  
Richard W. Todd, EMS Agency Administrator  
Health and Human Services Agency

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Don Ashton Dated: 8-15-2014  
Don Ashton, M.P.A., Director  
Health and Human Services Agency


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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to that Agreement for Services #278-S0110 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/30/14

By:   
Norma Santiago, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 9/30/14

-- CONSULTANT --

MEDICAL PRIORITY CONSULTANTS, INC.  
dba Priority Dispatch Corporation  
A UTAH CORPORATION

By:   
Brent E. Hawkins  
General Counsel  
"Consultant"

Dated: 9/2/2014

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