

AMENDMENT I

TO CONTRACT #2298 FOR PREHOSPITAL ADVANCED LIFE SUPPORT, AMBULANCE AND DISPATCH SERVICES BETWEEN COUNTY OF EL DORADO AND EL DORADO COUNTY EMERGENCY SERVICES AUTHORITY

This Amendment I, to that Agreement #2298 made and entered into on July 1, 2018 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and the El Dorado County Emergency Services Authority (hereinafter referred to as “Contractor”), whose principal place of business is 480 Locust Road, Diamond Springs, CA 95619,

RECITALS

WHEREAS, County is the provider of prehospital Advanced Life Support services and dispatch services for the residents and visitors of the County of El Dorado; and

WHEREAS, County provides these services through an operations Contractor in County Service Area (CSA) 7, the West Slope; and

WHEREAS, County and Contractor entered into Agreement #2298, dated July 1, 2018, for Prehospital Advanced Life Support, Ambulance and Dispatch Services whereby the Contractor, as the operations contractor, is obligated to provide prehospital emergency and non-emergency medical services, patient transportation services and dispatch services through June 30, 2023;

WHEREAS, on November 16, 2021, the El Dorado County Board of Supervisors (BOS) authorized the Chief Administrative Officer (CAO) to issue a Request for Qualifications (RFQ) to select a consultant to perform a comprehensive assessment of the County’s emergency medical services and ambulance transport system, develop a strategic plan to address findings from the assessment and to assist in the development of a Request for Proposals (RFP) for prehospital emergency medical services and ambulance transport and dispatch services in CSA 7, if needed or desired by the BOS;

WHEREAS, in order to facilitate the completion of the comprehensive system assessment and an evaluation of a possible competitive process (RFP) for an operations contractor for prehospital emergency medical services and ambulance transport and dispatch services in CSA 7, the BOS further authorized the CAO to negotiate an amendment to Agreement #2298 with Contractor, the current operations contractor in CSA 7, to extend that agreement through June 30, 2025; and

WHEREAS, the County and Contractor entered into negotiations and now desire to amend the Contract in order to extend the term of the term of the Contract (Section 2.2-Term) to June 30, 2025, change the compensation provisions (Section 2.3 - Compensation for Services) to increase

compensation to Contractor for the remaining year of the Agreement and for the additional two years of the term, and to add new provisions to the Contract to address Contractor's obligation to indemnify and defend the County for claims or actions resulting or arising from the compensation provisions in Amendment I, to require the return of unspent funds at the expiration or early termination of the Agreement, to add new reporting requirements and to update certain references to reflect the current oversight of the Agreement; and

WHEREAS, Agreement #2298 and this Amendment I are hereinafter collectively referred to as "Agreement;"

NOW, THEREFORE, County and Contractor do hereby agree to amend the Agreement as follows:

The Parties acknowledge and agree that oversight of EMS has been transferred from the Health and Human Services Agency (HHS) to the Chief Administrator's Office (CAO) and that references in the Agreement to HHS are now references to the CAO as appropriate and within the context of the reference.

ARTICLE II – GENERAL PROVISIONS is amended as follows:

SECTION 2.1 – Scope of Services and Standards of Service for Prehospital ALS is hereby amended to **add a paragraph 5** to read as follows:

Parties agree to meet and discuss the terms of the Agreement if opportunities arise for mutually beneficial system enhancements and/or strategic initiatives.

SECTION 2.2 - Term, is amended in its entirety to read as follows:

This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 30, 2025 unless terminated earlier pursuant to the provisions contained herein including Article(s) titled "Default/Breach, Termination, and Cancellation" or "Fiscal Considerations."

SECTION 2.3 – Compensation for Services is amended as follows:

Subsection 2.3.1 is amended in its entirety to read as follows:

For the first 4 years of the original five (5) year term of the Agreement, Contractor will be compensated in twelve (12) monthly payments of \$941,667, for a total of \$11,300,000.00 for the initial year of this Agreement. Thereafter, Contractor shall be paid in equal monthly payments annually for the remaining duration of the first four years of the original five (5) year term of this Agreement. Effective the first anniversary of the contract, County will annually increase compensation by a percentage that is equal to the Medicare Ambulance Inflation Factor (AIF) released by the Centers for Medicare and Medicaid Studies and effective for each calendar year starting on the second and third anniversary of the Agreement. In the event that the AIF is zero or a negative percentage in any given year, Contractor compensation will not be changed during that year. For the last year of the original five (5) year term of this Agreement (starting July 1,

2022), Contractor will be compensated in twelve (12) monthly payments of \$1,091,666, for a total of \$13,099,992 (Base Compensation).

In addition, Contractor will be paid \$500,000 annually for the first three (3) years of the contract and such money shall be used solely for repair and replacement of capital assets. The annual amount will be paid to the Contractor on July 1 of each of the first three (3) years (July 1, 2018, 2019, and 2020). No further annual amount will be paid as defined in this Paragraph after July 1, 2020 for the original five year term of the Agreement.

Effective July 1, 2023, the Base Compensation will be increased by seven percent (7%) and Contractor will receive an additional \$899,000.00 to be used solely for maintenance, repair and replacement of capital assets (CIP Funds). Base Compensation plus CIP Funds equals Total Compensation. Effective July 1, 2024, the Total Compensation will be increased by seven percent (7%).

July 1, 2022 – June 30, 2023	Base/Total Compensation: \$13,099,992
July 1, 2023 – June 30, 2024	Base Compensation: \$14,016,996 CIP Funds: \$899,000 Total Compensation: \$14,915,996
July 1, 2024 – June 30, 2025	Base Compensation: \$14,998,188 CIP Funds: \$961,930 Total Compensation: \$15,960,118

Contractor will account for CIP Funds separate from Base Compensation. Accounting for CIP Funds in a separate org is sufficient.

Contractor acknowledges and agrees that CSA 7 funds can solely be utilized for ambulance transportation and dispatch purposes and for no other purpose either directly or indirectly. Accordingly, Contractor will return any unspent Total Compensation upon the expiration of the Term of the Agreement if the County and Contractor do not extend the Agreement or enter into a successor agreement or upon early termination of the Agreement for any reason. For purposes of this section, “unspent” shall mean any Total Compensation that was not utilized by Contractor and/or its Member Agencies solely for ambulance transportation and dispatch purposes pursuant to the terms of the Agreement as of the effective date of the expiration or termination of the Agreement including, but not limited to, CIP accounts, operations accounts, any reserve or contingency accounts, or any other accounts held by Contractor and/or its Member Agencies that were funded by Total Compensation. Contractor shall adhere to the obligations set forth in SECTION 7.5 – Lame Duck Provisions of this Agreement and shall not waste any unspent Total Compensation. Contractor will provide the County with a final accounting of the unspent funds and any supporting documentation reasonably requested by County within 7 calendar days of the expiration or termination of the Agreement. Contractor shall return all unspent funds to the County within 14 calendar days of written concurrence by County of the amount of unspent funds to be returned. This obligation to return unspent funds to the County shall survive any expiration of the term of this Agreement or any early termination of the Agreement for any reason and shall remain in full force and effect.

Additional work beyond the normal ambulance service will be compensated separately. For the purposes of this Agreement, additional work shall include compensated standby and disaster as identified in Section 2.3.3.

At any time during the Agreement term, in the event that significant circumstances beyond the reasonable control of Contractor or County, dramatically increase Contractor's expenses or decrease County revenues, either party may request that the other meet and confer regarding the terms of the Agreement. Potential options include:

- A. Continue the Agreement without changes.
- B. Increase or decrease Contractor compensation.
- C. Modify the performance requirements of the Agreement.

Examples of circumstances beyond the reasonable control of the parties include, but are not limited to, significant changes in State or federal healthcare reimbursement, State or federal mandates that create an unfunded financial burden on a party, the repeal, or reduction of certain taxes or benefit assessments, and significant changes in the payer mix.

Notwithstanding the above, at any time during the Agreement term, in the event that significant circumstances attributable to development on the Shingle Springs Rancheria which are beyond control of Contractor or County, dramatically increase Contractor's expenses, Contractor may request that the County meet and discuss the terms of the Agreement.

SECTION 2.14 - Indemnification – In addition to the indemnification obligations set forth in Section 2.14 – Indemnity, the Contract is hereby amended to **add Subsection 2.14.1 – Targeted Indemnification** which reads as follows:

To the fullest extent of the law, Contractor will defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages, and liability of every name, kind and description, including any and all economic or consequential losses incurred by the County, which are claimed to or in any way arise out of or are connected to the compensation paid to or contemplated to be paid to Contractor pursuant to Amendment I to Contract #2298, including, but not limited to, any claims, suits or writs alleging unconstitutional gift of public funds and/or unconstitutional extra compensation. Contractor's defense, indemnification and hold harmless obligation includes the payment of all attorney fees and costs incurred by the County, whether in-house attorney fees and costs and/or outside counsel attorney fees and costs, and any attorney fees and costs the County is required to pay to any successful plaintiff/petitioner whether by judgment, court order, writ or by way of settlement. In the event a court finds that any or all of the compensation contemplated to be paid to or paid to Contractor pursuant to Amendment I is prohibited by the federal or state constitutions or is invalid, void or unenforceable for any reason, Contractor agrees to reimburse to County any and all such monies received by Contractor pursuant to the prohibited provisions of Amendment I. Contractor agrees to reimburse such monies to the County within 30 days of receipt of a copy of any judgment, writ or court order that finds such payments/compensation to be unconstitutional, invalid, void and/or unenforceable. All remaining provisions in Amendment I will continue in full force and effect

without being impaired or invalidated in any way. All of Contractor's indemnification, defense and hold harmless obligations in this Agreement, including but not limited to Section 2.14 – Indemnification and this Section 2.14.1 – Targeted Indemnification shall survive any expiration of the term of this Agreement or any early termination of the Agreement for any reason and shall remain in full force and effect.

SECTION 2.25 – Administrator is amended in its entirety to read as follows:

The County Officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor.

ARTICLE III – GENERAL SERVICE PROVISIONS is amended as follows:

SECTION 3.2 – Contractor Accountability is hereby amended in its entirety to read as follows:

The Contractor shall be directly accountable to the Contract Administrator for contract compliance issues and conformance with operational policy. The Contractor shall be responsible to the County EMS Agency, under the direction of the County EMS Agency Medical Director, for such issues as medical control, accreditation, quality assurance, and other medical care related activities. On-line medical control has been delegated to the Base Hospital (Marshall Medical Center) for day-to-day patient care oversight.

The Contractor shall also be expected to cooperate fully with all other agencies during the course of the Contract, and to refer any requests for deviation from the terms of the Agreement to the Contract Administrator.

ARTICLE VI – DATA COLLECTION AND REPORTING REQUIREMENTS is amended as follows:

ARTICLE VI – Data Collection and Reporting Requirements is amended to **add SECTION 6.5 – Actual Cost Reporting** which reads as follows:

Contractor will provide to the County semi-annual reports of actual costs, by object:

- a. For each transporting Member Agency
- b. For JPA operations
- c. For capital acquisitions/maintenance/replacements

Semi-annual Actual Cost Reports will be provided to the County with the first report due on December 31, 2022 and the second report due on June 30, 2023 and every and December 31st and June 30th for the remainder of the Term of the Agreement. Contractor will submit the final Actual Cost Report on June 30, 2025. In the event of an early termination of the Agreement for any reason, Contractor will submit a final Actual Cost Report on the last day the Agreement is in effect. This obligation to submit final Actual Cost Reports to the County shall survive any

expiration of the term of this Agreement or any early termination of the Agreement for any reason and shall remain in full force and effect.

Except as specifically amended herein, all remaining sections and terms of the Agreement shall remain in full force and effect. This Amendment 1, which may be executed in counterparts, is effective on the date executed by all parties.

Requesting Contract Administrator Concurrence:

By: _____

Dated: _____

Don Ashton,

Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement #2298 on the dates indicated below.

COUNTY
--County of El Dorado--

By: _____
Lori Parlin, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CONTRACTOR
--El Dorado County Emergency Services Authority--

By: _____
Chairperson, Board of Directors
"Contractor"

Dated: _____

ATTEST

By: _____
Board Secretary

Dated: _____