

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

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.

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

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
Lori Parlin, Chair
Board of Supervisors
"County"

Dated: 7/21/22

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaufberg
Deputy Clerk

CONTRACTOR
--El Dorado County Emergency Services Authority--

By: [Signature]
Chairperson, Board of Directors
"Contractor"

Dated: 6/22/22

ATTEST

By: [Signature]
Board Secretary
Deputy Director

Dated: 6/22/22