

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number: 4577300  
Fund/Org: 204000/7040  
Account: 2310  
Other:

1. **Identification of Contract to be Extended.**

Number: F4577300

Effective Date: January 1, 2016

Department: Contra Costa County Fire Protection District

Subject: Emergency Ambulance Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: American Medical Response West

Capacity: California Corporation

Address: 2400 Bisso Lane, Concord, CA 94520

3. **Amendment Date.** The effective date of this Amendment/Extension Agreement is April 6, 2020.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from December 31, 2020 to a new termination date of December 31, 2025 , unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 200,000,000, from \$ 200,000,000 to a new total Contract Payment Limit of \$ 400,000,000.

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(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

7. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS  By: _____ Chair/Designee	ATTEST: Clerk of the Board of Supervisors  By: _____ Deputy
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**CONTRACTOR**

Signature A Name of business entity: American Medical Response West  By: _____ (Signature of individual or officer)  _____ (Print name and title A, if applicable)	Signature B Name of business entity: American Medical Response West  By: _____ (Signature of individual or officer)  _____ (Print name and title B, if applicable.)
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),

personally appeared, \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee

AMENDMENT SPECIFICATIONS

District and Contractor desire to amend the Contract to increase the payment limit, extend the expiration date, revise the annual rate increase formula, and for District to provide Ambulances to Contractor under the Contract. For good and valuable consideration, District and Contractor hereby amend the Contract as follows.

1. Section D(7) (Capitalization). Section D(7) (Capitalization) of the Service Plan is hereby deleted in its entirety and replaced with the following:

“7. Capitalization; Leased Ambulances.

- a. Capital Assets. Contractor shall invest in its infrastructure, technology, and equipment to enable Contractor to perform its obligations under this Contract, including operational effectiveness, clinical care, and support services.
- b. District Provided Assets. Subject to subsection (d) below, beginning in calendar year 2020 and thereafter according to the following schedule, District shall lease Ambulances and the following capital equipment (the “District Assets”) to Contractor for its exclusive use under this Contract. Contractor shall use the District Assets to perform services under this Contract in accordance with its terms.
  - i. Calendar Year 2020  
Twenty (20) Ambulances;  
Twenty (20) Ambulance gurneys; and  
Twenty (20) AED/Monitors.
  - ii. Calendar Year 2021:  
Twenty (20) Ambulances  
Twenty (20) Ambulance gurneys; and  
Twenty (20) AED/Monitors.
  - iii. Calendar Year 2022  
Ten (10) Ambulances;  
Fifteen (15) Ambulance gurneys; and  
Fifteen (15) AED/Monitors.
- c. Lease of District Assets. District hereby leases to Contractor and Contractor hereby leases from District the District Assets set forth on Exhibit E (Leased District Assets) attached hereto on the terms set forth in this Contract. The rent for the District Assets is factored into the Ambulance Unit Hours rates that District pays Contractor and there is no separate rental payment from Contractor to District. Contractor has inspected the District Assets and find them in good and workmanlike condition and suitable for Contractor’s purposes. District registered and titled the District Asset Ambulances in its name.
- d. Ambulance Possession; No Encumbrances. Contractor shall not part with possession or control of the District Assets or sell, pledge, mortgage, or otherwise encumber the equipment or otherwise dispose of or encumber any

interest under this Contract without the express written consent of District.

- e. Return of Ambulances. On the expiration or termination of this Contract, Contractor, at its own cost and expense, shall return the District Assets, unencumbered, and in the same condition as received, reasonable wear and tear excepted, to District or to such address as the District may specify.
  - f. Risk of Loss; Insurance. As between District and Contractor, Contractor assumes all risks of loss, liability, damage, destruction, or interference with the use of the District Assets while in Contractor's possession or control for any cause. Replacement of any District Assets damaged beyond repair shall be based on the fair market value of the District Asset at the time of the casualty. Contractor shall obtain and maintain throughout the term of this Contract the same insurance for District Assets as set forth in this Contract for Contractor owned ambulances.
  - g. District Assets Exhibit. During the term of this Contract District shall continue to lease the District Assets to Contractor for its use in performing the requirements of this Contract. The parties shall update Exhibit E (Leased District Assets) when District Assets are placed into service or removed from service by attaching an updated dated and initialed exhibit reflecting the updated District Assets.
  - h. Delays. District shall use its best efforts to acquire and provide the District Assets to Contractor according to this Section D(7), but is not responsible for delays in procurement or placement of the District Assets into service, including without limitation, any delays caused by epidemic, pandemic, or quarantine.”
2. Section J(1) (Vehicles). Section J(1) (Vehicles) of the Service Plan is hereby deleted in its entirety and replaced with the following:
- “1. Vehicles.
- a. Contractor Ambulances. Contractor shall acquire and maintain all Ambulances and support vehicles necessary to perform its services pursuant to this Contract. Contractor is responsible for all costs of maintenance, including parts, supplies, spare parts and costs of extended maintenance agreements for all Contractor owned vehicles.
  - b. District Assets. Contractor shall maintain all District Assets and provide all necessary labor related to maintenance and repair services. District is compensating Contractor for maintenance and repair parts, supplies, spare parts and costs of extended maintenance agreements for the District Assets through its payment of the Ambulance Unit Hours rates under this Contract.”
3. Section J(2) (Fleet Ambulance Requirement). The first paragraph of Section J(2) (Fleet Ambulance Requirement) is hereby amended by adding the following sentence to the end of the paragraph:

2. “Beginning in 2023, if Contractor is required to maintain a peak number of ALS equipped and fully operating Ambulances that exceeds the number of Ambulances provided by District under Section D(7) (Capitalization; Leased Ambulances) above, District and Contractor will cooperate in good faith to amend this Contract to increase the number of Ambulances District will provide under this Contract in order to meet Contractor’s peak number of Ambulances requirement.”
  
4. Section J(4) (Vehicles). Section J(4)(j) of the Service Plan is hereby deleted in its entirety and replaced with the following:
  - “j. Contractor shall bear all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties for all Contractor owned vehicles and all District provided Ambulances . . . , provided that District is compensating Contractor for maintenance and repair parts, supplies, spare parts and costs of extended maintenance agreements for the District provided Ambulances through its payment of the Ambulance Unit Hours rates.”
  
5. Section J(5) (Equipment). Subsection J(5)(a) of the Service Plan is hereby deleted in its entirety and replaced with the following:
  - “a. All Ambulances performing services pursuant to this Contract shall carry all emergency supplies and equipment identified in the County Ambulance Equipment and Supply list on file at CCCEMSA, 1340 Arnold Drive, Suite 126 Martinez, CA. Acquisition and maintenance of all equipment, including parts, supplies, spare parts, and costs of extended maintenance agreements, are the responsibility of Contractor with the exception of gurneys and AED/Monitors that are District Assets purchased By the District that are the property of the District.”
  
6. Section K (Communications).
  - a. Sections K(7)(a) and (b) of the Service Plan are hereby deleted in their entirety and replaced with the following:
    - “7. Radio Equipment Requirements. Contractor is responsible for all mobile radio equipment on Contractor owned vehicles and cellular phones used in the field, including obtaining radio channels and all necessary FCC licenses and other permits as may be required for the operation of the system.
  
    - a. Contractor shall cause its communications system to be capable of receiving and transmitting all communications necessary to provide emergency ambulance services pursuant to this Contract, including communicating with hospitals and other public safety agencies as required in a declared disaster situation. Radio equipment used for ambulance-to-hospital communications shall be configured so that personnel providing patient care are able to directly communicate with the base or receiving hospital staff about the patient. Communication equipment used by Ambulance crews shall be capable of transmitting 12-lead ECGs to receiving facilities.

b. Contractor shall equip all Contractor owned Ambulances and supervisory vehicles used in performance of services in Contra Costa County with radio equipment for communications with Emergency Medical Dispatch Centers. Radios shall be programmed with appropriate frequencies/talk groups to function on the East Bay Regional Communications System and suitable for operation on the California On-Scene Emergency Coordination Radio System. District shall equip the District Asset Ambulances with mobile radio equipment.”

b. Sections K(8) (AVL/Data Equipment Requirements of the Service Plan is hereby deleted in its entirety and replaced with the following:

“8. AVL/Data Equipment Requirements. Contractor shall equip all Contractor owned Ambulances with Automatic Vehicle Location (AVL) devices and mobile data terminals/computers (MDT). District shall equip all District owned Ambulances with such equipment. Contractor shall supply AVL feeds to District and other public safety agencies as authorized and requested by District.”

7. Section P (Payment Provisions; Billing; Reporting). Sections P(1) (Payment Provisions) and Section P(2) Ambulance Unit Hourly Rate Adjustments of the Service Plan are hereby deleted in their entirety and replaced with the following:

“1. Exhibit D (Ambulance Unit Hours Rates). Exhibit D (Ambulance Unit Hours Rates) attached to the Service Plan (L-3) of the Contract is hereby deleted in its entirety and replaced with the new Exhibit D (Ambulance Unit Hours Rates) attached to this Amendment.

2. Beginning on May 1, 2021, and on each May 1 thereafter, the rates set forth on Exhibit D (Ambulance Unit Hours Rates) will increase by the greater of (i) the percentage increase in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-84=100), and (ii) three percent (3%). For each annual regular rate increase based on Medical CPI, the parties shall update Exhibit D (Ambulance Unit Hours Rates) with an updated dated and initialed exhibit reflecting the new adjusted rates.”

8. Exhibit E (Leased District Assets). The Contract is hereby amended to add the Exhibit E (Leased District Assets) attached hereto is hereby added to the Contract immediately following Exhibit D (Ambulance Unit Hours Rates).

Exhibit D  
Ambulance Unit Hours Rates

A. Advanced Life Support (ALS) - Effective May 1, 2020

Ambulance Unit Hours Per Week	Ambulance Unit Hour Rate
4,501 - 4,668	\$ 156.17
4,669 - 4,836	\$ 152.50
4,837 - 5,004	\$ 149.04
5,005 - 5,172	\$ 145.85
5,173 - 5,340	\$ 142.85
5,341 - 5,508	\$ 141.75
5,509 - 5,676	\$ 140.70
5,677 - 5,844	\$ 139.71
5,845 and over	\$ 138.79

B. Basic Life Support (BLS) – Effective April 6, 2020 - Fixed Unit Hour Rate of \$116.31

Initials: \_\_\_\_\_  
Contractor                      District



Exhibit E  
Leased District Assets

[Update with District Assets leased to AMR]

Initials: \_\_\_\_\_  
Contractor                  District