

AMENDMENT NO. 10 TO AGREEMENT NO. A-11610
BETWEEN
COUNTY OF MONTEREY
&
AMERICAN MEDICAL RESPONSE WEST (AMR)

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THIS AMENDMENT No. 10 to the Advanced Life Support Ambulance Service Agreement, AGREEMENT No. A-11610, is made and entered by and between American Medical Response West (AMR) ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("County").

WHEREAS, on or about January 5, 2010, the County and CONTRACTOR entered into that certain Advanced Life Support Service Agreement, AGREEMENT No. A-110610 for the provision of advanced life support ambulance services for the period January 30, 2010 through January 31, 2015 ("AGREEMENT"), with the CONTRACTOR, having the ability to earn up to five (5) contract extensions of one (1) year each according to the terms of the renewal provisions of the AGREEMENT; and

WHEREAS, on or about July 8, 2011, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 1 ("AMENDMENT No. 1") to extend the term of the AGREEMENT for one year, for the period from January 31, 2015 to January 31, 2016 (the first one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 9, 2012, the County and CONTRACTOR executed Amendment No. 2 ("AMENDMENT No. 2") to better define CONTRACTOR's requirements regarding response time compliance by county region, allow Behavioral Health defined transports be provided by an entity other than CONTRACTOR, and, pursuant to Section 6.1.1 of the AGREEMENT, to extend the term of the AGREEMENT for one year, for the period from January 31, 2016 to January 31, 2017 (the second one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 1, 2013, pursuant to Section 17.2 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 3 ("AMENDMENT No. 3") to implement a 2.75% rate increase and to amend and replace Exhibit B (Monterey County Ambulance Rates); and

WHEREAS, on or about March 1, 2013, the County and CONTRACTOR executed Amendment No. 4 ("AMENDMENT No. 4") to refine CONTRACTOR response time requirements and to amend and replace Exhibit D EMS Boundaries maps; and

WHEREAS, on or about January 28, 2014, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 5 ("AMENDMENT No. 5") to extend the term of the AGREEMENT for one year, for the period from January 31, 2017 to January 31, 2018 (the third one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

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WHEREAS, on or about February 24, 2014, the County and CONTRACTOR executed Amendment No. 6 ("AMENDMENT No. 6") to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit D EMS Boundary Maps, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2018 to January 31, 2019 (the fourth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about January 16, 2015, the County and CONTRACTOR executed Amendment No. 7 ("AMENDMENT No. 7") to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit B (Monterey County Ambulance Rates) with a new Exhibit B, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2019 to January 31, 2020 (the fifth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 14, 2016, the County and CONTRACTOR executed Amendment No. 8 ("AMENDMENT No. 8") to correct the listed rate for the Pulse Oximetry service from \$52.88 to \$62.55 (per Board's rate increase approved on January 29, 2013) and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, on or about May 29, 2019, the County and CONTRACTOR executed Amendment No. 9 ("AMENDMENT No. 9") to implement a 9.9% rate increase and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to extend the term of the AGREEMENT through January 31, 2022, to implement a 9.4% rate increase, to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Ambulance Rates), and to amend various sections of the AGREEMENT, as detailed below.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT, as previously amended, as follows:

1. Remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Ambulance Rates), attached hereto.
2. Title of Agreement A-11610 is amended to read as follows:
"AGREEMENT TO PROVIDE ADVANCED LIFE AND BASIC LIFE SUPPORT AMBULANCE SERVICE FOR THE COUNTY OF MONTEREY"

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3. Amend Section 1.0 **DEFINITIONS** to add the following definitions:

1.33 Basic Life Support (BLS) - means the level of care defined in Health and Safety Code Section 1797.60.

1.34 Basic Life Support Unit – a ground or aircraft unit capable for providing BLS level of care.

4. Section C Recitals is amended to read as follows:

“WHEREAS, the CONTRACTOR has the expertise and capabilities necessary to provide Advanced Life Support and Basic Life Support Ambulance Service for the County of Monterey.”

5. Amend Paragraph 3 of Section 4.1.1 Exclusive Services to read as follows:

“Ambulance services shall be provided at the advanced life support (ALS) level for Priority 1-3 responses. Additionally, the CONTRACTOR shall furnish (a) stand-by coverage for special events; (b) inter-facility transfers (c) critical care transport; (d) long-distance transfers originating within the County; (e) reasonable mutual aid services; (f) special contract services; (g) emergency standby services; and (h) communications and medical dispatch services. Ambulance services may be provided at the basic life support (BLS) level for (a) inter-facility transfers, when medically appropriate; (b) long-distance transfers originating within Monterey County, when medically appropriate; and (c) special contract services when that level of service is appropriate for the patient’s needs.”

6. Amend Section 4.2.3 **Financial Report** to read as follows:

“Summary of average patient charge, monthly profit and loss balance sheet, shall be submitted quarterly within 45 calendar days after the end of each quarter.”

7. Amend Section 4.4 **CONTRACTOR-Provided Equipment** to add the following paragraph as the last paragraph of section 4.4:

“The County and CONTRACTOR shall agree to meet and confer to determine and manage any impact upon CONTRACTOR related to required changes to medical equipment and supplies, radio equipment or technology, and/or any other equipment necessary to provide services under this AGREEMENT.”

8. Amend Section 4.10.4 by adding Section 4.10.4.1 to read as follows:

4.10.4.1 “CONTRACTOR may sub-contract for additional ambulance services when a special event requires a greater number of ambulances than CONTRACTOR is able to provide. CONTRACTOR may sub-contract for a special event or multiple special events held on the same day provided the number of ambulances required

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for the event(s) exceeds the number of ambulances in CONTRACTOR's 9-1-1 deployment plan by 25%.

CONTRACTOR shall attempt to utilize CONTRACTOR's resources from other areas and/or other Monterey County based ambulance providers before contracting with other ambulance providers.

Rates paid to the sub-contractor shall be equal to the rates charged by CONTRACTOR for CONTRACTOR's own ambulances."

9. Amend Section 5.1 to read as follows:

5.1 The term of this AGREEMENT shall be from January 30, 2010 through January 31, 2022.

10. Section 5.2 shall be deleted in its entirety.

11. Section 6.0 shall be deleted in its entirety.

12. Amend Section 7.6 **Minimum Clinical Levels and Staffing requirements** to read as follows:

"Section 7.6.1 All of CONTRACTOR's ALS ambulances shall be staffed and equipped to render ALS services. The paramedic on-board shall be California-licensed, Monterey County-accredited paramedic and shall be responsible for all care given to patients. The minimum requirement for the second staff member shall be an EMT-I currently certified in California.

Section 7.6.2 The CONTRACTOR's BLS ambulances shall be staffed and equipped to render BLS services utilizing the EMT-Expanded Scope scope of practice. The ambulance shall be staffed, at a minimum by two EMT's currently certified in California and approved by the Monterey County EMS Agency at the EMT-Expanded Scope level."

13. Amend Section 12.1 **Proposed Type II and Type III Ambulances** to read as follows:

Section 12.1 **Proposed Ambulances:**

CONTRACTOR shall utilize ambulance types and designs most suited to its operation in Monterey County, unless otherwise specified by the County. CONTRACTOR further agrees that the type and placement of vehicles for special events and standbys will be dictated by the individual event agreement. In addition, CONTRACTOR agrees to replace system and transfer units once they have reached 250,000 miles.

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CONTRACTOR may utilize ambulances for special events with greater than 250,000 miles. Maintenance records for all mechanical failures or mechanical problems encountered while the ambulance is in services shall be provided to the EMS Agency monthly for each ambulance with greater than 250,000 miles. The EMS Agency may require a written action plan to manage vehicle failures and reported problems. Any vehicle with 250,000 miles or more and three mechanical failures or mechanical problems causing the unit to be taken out of service shall be replaced and not put back into service.

14. Amend Section 14.1.2 to read as follows:

“County agrees to reimburse CONTRACTOR for the expense of the use of Peripheral Providers in an amount not to exceed \$100,000.00 dollars per AGREEMENT year. CONTRACTOR shall make all reasonable efforts to assure the closest unit is dispatched when utilizing the services of a Peripheral Provider and County may audit all requests for Peripheral Provider use. CONTRACTOR shall bill the County for each Peripheral Provider request each year of the AGREEMENT as follows: By the last business day in July for peripheral services provided between January 1st and June 30th. By the last business day in February for peripheral services provided between July 1st and December 31st. County shall have sixty (60) business days to verify the billing prior to payment to the CONTRACTOR.”

15. Amend Section 14.3 **Compliance with Laws and Regulations** the following to add the following paragraph as the last paragraph of Section 14.3:

“County and CONTRACTOR recognize that new or emerging State and Federal laws and/or regulation may impact the current agreement. In those cases, where State and/or Federal law and/or regulations substantially affect the operation or provisions of this AGREEMENT in a material manner, both PARTIES agree to meet and confer in good faith to resolve the specific issue so that the original intent of the AGREEMENT is retained, to the extent possible.”

16. Amend Section 17.1 **Rates** to read as follows:

“CONTRACTOR shall not exceed the rates set forth by the County in Exhibit B for ambulance services.”

17. Amend Section 18.11.2 to read as follows:

“For each Priority 1, 2, 3, 4, 5, and 6 response which originates within the County service area for which the CONTRACTOR’s response time exceeds the response-time standard as described herein, CONTRACTOR shall pay performance penalties within 14 calendar days. Effective three months after the CONTRACTOR begins operations, CONTRACTOR shall pay the per minute penalties for responses in excess of the required response time without limit per

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incident, except as defined, subject to the response time incentives provision described herein.

The County will not impose response time penalties for the first six (6) months after significant changes in call priority assignments. The County and CONTRACTOR shall meet after the six (6) months to review the impact of the change. Based on the review, the AGREEMENT may be modified as needed to ensure changes are cost neutral to CONTRACTOR.”

18. Amend Exhibit A title to read as follows:

“Exhibit A to AGREEMENT to Provide Advanced Life and Basic Life Support Ambulance Service for the County of Monterey.”

19. Amend Exhibit B title to read as follows:

“Exhibit B to AGREEMENT to Provide Advanced Life and Basic Life Support Ambulance Service for the County of Monterey.”

20. Amend Exhibit C title to read as follows:

“Exhibit C to AGREEMENT to Provide Advanced Life and Basic Life Support Ambulance Service for the County of Monterey.”

21. Amend Exhibit D title to read as follows:

“Exhibit D to AGREEMENT to Provide Advanced Life and Basic Life Support Ambulance Service for the County of Monterey.”

Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, AMENDMENT No. 4, AMENDMENT No. 5, AMENMENT No. 6, AMENDMENT No. 7, AMENDMENT No. 8, and AMENDMENT No. 9 are unchanged and unaffected by this AMENDMENT No. 10 and shall continue in full force and effect.

A copy of this AMENDMENT No. 10 shall be attached to the original AGREEMENT No. A-11610.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 10 as of the date set forth below their respective signatures.

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COUNTY OF MONTEREY

By: 

Date: EMS Director
11/28/20

By: 
Department Head (if applicable)

Date: 01/24/2020

Approved as to Form and Liability Provisions

By: 
County Counsel

Date: 1/24/2020

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 2/14/2020


CONTRACTOR

American Medical Response West
Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

Randel G. Owen, Executive Chair
Name and Title

Date: January 7, 2020

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Thomas A. A. Cook, Secretary
Name and Title

Date: January 7, 2020

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Amendment on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.

Exhibit B to Advanced Life Support Services Agreement No. A-11610

| Monterey County Ambulance Rates | |
|--|-------------|
| Effective: February 1, 2020 | |
| Service/Procedure/Supply | Rate |
| ALS Base Rate | \$2,798.78 |
| BLS Rate | \$2,648.78 |
| SCT Base Rate | \$4,426.93 |
| Non-Emergency Base | \$2,798.78 |
| Mileage | \$60.37 |
| SCT Mileage | \$60.37 |
| Oxygen | \$180.44 |
| Intubation Supplies | \$483.42 |
| IO Supplies | \$439.88 |
| EKG Electrodes | \$94.02 |
| Supraglottic Airway | \$463.34 |
| Cannula | \$24.45 |
| Non-Rebreather Oxygen Mask | \$13.75 |
| Emesis Basin | \$6.24 |
| Disposable Linen | \$45.11 |
| Bag Valve Mask | \$107.32 |
| Restraints (Disposable) | \$46.96 |
| Splint | \$22.93 |
| Chux Pad | \$8.44 |
| Aspirin | \$1.27 |
| Albuterol Nebulizer | \$57.05 |
| Atropine | \$46.70 |
| Dextrose 50% | \$45.89 |
| Morphine | \$36.01 |
| Narcan | \$90.46 |
| Nitrospray | \$23.67 |
| Adenosine | \$213.27 |
| Glucose | \$29.76 |
| Nitroglycerine (Tablet) | \$20.46 |
| Normal Saline Infusion | \$131.17 |
| Cervical Spine | \$186.37 |
| Pulse Oximetry | \$74.60 |
| EKG Monitor | \$164.23 |
| Blood Glucose Test | \$83.69 |
| Universal Precautions | \$33.87 |
| CPAP Procedure/Supplies | \$335.38 |
| Night Charge | \$154.12 |
| Standby Services | \$192.37 |