AMENDMENT NUMBER FOUR TO AGREEMENT FOR EMERGENCY GROUND AMBULANCE SERVICES IN THE EXCLUSIVE OPERATING AREA BETWEEN COUNTY OF SONOMA AND AMERICAN MEDICAL RESPONSE WEST

This Amendment Number Four, dated as of February 22, 2022 is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and American Medical Response West (hereinafter "Contractor").

RECITALS

WHEREAS, on December 31, 2008, the County and Contractor entered into an agreement for emergency ground ambulance service in the exclusive operating area, modified by the parties as modification number one, effective November 9, 2011, modification number two, effective October 18, 2013, and modification number three, effective July 1, 2019 (hereinafter "Agreement").

WHEREAS, the County and Contractor (hereinafter "parties") now desire to enter into this Amendment Number Four for the purpose of extending the emergency ground ambulance services agreement by approximately eighteen months. This Amendment shall take effect immediately upon execution by the parties, except where otherwise indicated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Pursuant to Section 21.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:
 - a. <u>Section 3.2, Extension of Agreement</u>, shall be amended to read as follows:
 - By execution of this Amendment Number Four, the parties agree to the extension of the Agreement through 11:59:59 PM on January 15, 2024.
 - b. Section 4.2, End Term Equipment Replacement, shall be amended to read as follows:
 - EMS Agency recognizes that Contractor's equipment replacement schedules cannot be made to coincide with EMS Agency's procurement cycles. Contractor may find it difficult to arrange replacement of equipment toward the end of the contract term, unless special arrangements are made through the EMS Agency. To that end, Contractor may request a waiver of equipment replacement requirements during the following periods, provided Contractor can demonstrate a negative fiscal impact and that such waiver shall not compromise Contractor's other performance.
 - c. Exhibit C.4, Rate Schedule, is hereby added to the Agreement. Rates listed in Exhibit C.4 shall become effective beginning July 1, 2022 at 12:00:01 AM through January 15, 2024 at 11:59:59 PM.
 - d. Section 2.1 B; Rate Inflation Adjustment, shall be amended to read as follows:
 - The Contractor may request, with no less than 90 days written notice to the County, a rate adjustment for all items on Exhibit C.4 (Rate Schedule), to be effective no earlier than July 1, 2023. The Department of Health Services Director or designee shall have

final authority for approval of the request which shall not be unreasonably denied. The rate increase shall be calculated using the greater of:

- 1) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for all items; or
- 2) the published increase over the most recent 12 months in the San Francisco-Oakland-San Jose area's Consumer Price Index for All Urban Consumers (CPI-U) for medical care services, not seasonally adjusted; or
- 3) a calculation using the greater of the CPI-U described in 1) or 2) above, divided by Contractor's most recent net annual collection rate.

Notwithstanding, any calculation above, the rate increase shall not exceed fifteen percent (15.0%). The annual increase in the CPI-U and the rate increases shall be calculated by rounding up or down to the closest hundredth of a percent. Contractor's written request must include documentation supporting data from CPI-U sources, calculation methodology including documentation supporting net annual collection rate, and a proposed Rate Schedule showing current and requested rates.

e. <u>Section 1.3(J)</u>, <u>Establishment of Tiered ALS and BLS Emergency Medical Services</u>, is added to the Agreement, as follows:

To improve system performance, staffing, and financial sustainability, the parties agree to design and implement a tiered BLS and ALS ambulance response system using medical priority dispatch protocols developed by CVEMSA and the CVEMSA EMS Medical Director. Such tiered BLS and ALS ambulance response shall begin no later than July 1, 2022 at 12:00:01 AM, however, tiered BLS and ALS ambulance response may be implemented at an earlier date by written mutual agreement of the parties.

The parties further agree that to the extent that there may be any provisions in the Agreement that are inconsistent with, or conflict with, the change to the tiered ALS and BLS emergency medical services system shall be deemed automatically modified or deleted to the extent that the provision affects, inhibits, increases costs, adds penalties, or frustrates the purpose and intent of the implementation of the tiered emergency medical services system.

- 2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
- 3. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY

CONTRACTOR:

EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

DocuSigned by:	
Edward B. Van Horne	2/18/2022
Edward B. Van Horne, Chief Operating Officer American Medical Response West	Dated
COUNTY OF SONOMA:	
Approved; Certificates of Insurance on File with County:	
Tin Divilia	February 22, 2022
Director or Designee	Dated
Department of Health Services	
Approved as to Form:	
Adam Radtke, Deputy	February 18, 2022
Sonoma County Counsel	Dated

Exhibit C.4 - Rate Schedule

Procedure Code Combo	 Rate -	
	ve July 1, 2022	
1150 - ALS BASE RATE	\$ 2,707.96	
1151 - ALS BASE RATE	\$ 2,707.96	
1152 - ALS BASE RATE	\$ 2,707.96	
BLS BASE RATE (EMERGENT)	\$ 2,707.96	
1250 - BLS BASE RATE	\$ 2,443.43	
15000 - NON MEDICAL TRANSPORT	\$ 395.06	
15001 - NON MEDICAL TRANSPORT R/T	\$ 395.06	
1621 - HEALTH CARE PRACTITIONER TIP E	\$ 0.02	
1622 - BENEFICIARY REFUSES ET3 MODEL	\$ 0.02	
2150 - ALS MILEAGE	\$ 75.33	
2151 - ALS MILEAGE	\$ 75.33	
2250 - BLS MILEAGE	\$ 75.33	
2251 - BLS MILEAGE	\$ 75.33	
25000 - NON MEDICAL TRANSPORT MILEAGE	\$ 17.28	
2999 - NON COVERED EXCESS MILEAGE	\$ 75.33	
299A - ALS NON COVERED EXCESS MILEAGE	\$ 75.33	
3001 - OXYGEN	\$ 291.11	
3002 - AIRWAY/NASAL	\$ 42.87	
3003 - AIRWAY /ORAL	\$ 21.41	
3004 - COLD/HOT PACK	\$ 41.94	
3005 - CRICO/CREST SUPPLIES	\$ 97.98	
3006 - DEFIB ELECTRODES	\$ 161.84	
3007 - DRESSING - MAJOR	\$ 21.41	
3009 - GLUCOMETER TEST SUPP	\$ 61.16	
3010 - INTUBATION SUPPLIES	\$ 32.16	
3016 - EKG ELECTRODES	\$ 63.90	
3017 - O2 SUPPLIES/NEBULIZER	\$ 42.00	
3018 - OB PACK	\$ 129.80	
3022 - CERVICAL COLLAR	\$ 163.86	
3023 - SUCTION TUBE	\$ 64.32	
3025 - C02 DETECTION SUPPLY	\$ 63.92	
3027 - CERVICAL COLLAR PEDIATRIC	\$ 163.86	
3028 - BURN SHEET	\$ 69.20	
3031 - CANNULA	\$ 37.92	
3032 - STYLETTE, DISPOSABLE	\$ 25.20	
3034 - BLOOD SET	\$ 42.87	
3037 - DEFIB/ELECTRODES ADULT	\$ 161.84	
3038 - DEFIB/ELECTRODES PEDIATRIC	\$ 161.84	
3041 - STA BLOCK HEAD IMMOBILIZER	\$ 32.37	
3046 - DISPOSABLE SYRINGE	\$ 6.39	
3055 - DISPOSABLE LINEN	\$ 5.04	
3061 - BAG VALVE MASK	\$ 162.47	

Procedure Code Combo	Rate -		
		Effective July 1, 2022	
3062 - BANDAGES ROLLER	\$	10.91	
3063 - BANDAGES TRIANGULAR	\$	21.41	
3064 - BLANKET, DISPOSABLE	\$	42.87	
3074 - I.V. START PAK	\$	131.67	
3075 - INFUSION SET 3 WAY ADD A FLOW	\$	15.21	
3076 - INFUSION SET BLOOD SET WITH PU	\$	77.88	
3077 - INFUSION SET MICRO	\$	43.26	
3080 - INTRAOSSEOUS NEEDLE	\$	491.58	
3083 - NASOPHARYNGEAL AIRWAY	\$	42.87	
3085 - NEEDLES, ALL	\$	16.79	
3086 - NON-REBREATHER MASK	\$	23.49	
3090 - PETROLEUM GAUZE PADS	\$	10.91	
3092 - RESTRAINTS DISPOSABLE	\$	43.85	
3096 - SPLINT ARM	\$	30.03	
3097 - SPLINT LEG	\$	30.03	
3101 - SUCTION CATHETERS	\$	81.98	
3148 - NEBULIZER MASK	\$	42.00	
3149 - NEBULIZER MASK-PEDI	\$	42.00	
3151 - SUCTION CATH BIG STICK SSCOR	\$	81.98	
3152 - ENDOTRACHEAL TUBE	\$	32.16	
3153 - ENDOTRACHEAL TUBE W/O CUFF	\$	32.16	
3157 - DEFIB PADS	\$	161.84	
3171 - EXAM GLOVES	\$	19.17	
3172 - EKG ELECTRODES	\$	63.90	
3188 - MACRODRIP 10 GTT ABBOTT	\$	15.33	
3198 - KING AIRWAY/INTUBATION	\$	327.57	
3200 - ASPIRIN	\$	10.94	
4001 - ALBUTEROL NEBULIZER	\$	40.08	
4003 - ATROPINE	\$	42.87	
4007 - DEXTROSE 50%	\$	73.34	
4009 - EPI 1:10,000	\$	64.32	
4010 - GLUCAGON	\$	383.43	
4011 - EPI 1 1000 1MG 1CC	\$	64.32	
4013 - LASIX	\$	64.32	
4014 - LIDOCAINE 200	\$	75.02	
4017 - MORPHINE	\$	42.87	
4018 - NARCAN	\$	64.32	
4019 - NITROSPRAY	\$	41.46	
4030 - ADENOSINE	\$	178.05	
40450 - DEXTROSE 10%	\$	94.02	
4049 - INSTA GLUCOSE	\$	77.12	
40610 - FENTANYL CITRATE/SUBLIMAZE	\$	42.87	
4066 - STERILE WATER	\$	44.70	
4085 - DEXTROSE 25%	\$	46.82	

Procedure Code Combo	Rate - Effective July 1, 2022	
4086 - DOPAMINE	\$	96.60
4093 - LIDOCAINE PRELOAD	\$	75.02
4095 - NORMAL SALINE 1000CC	\$	85.68
4096 - NORMAL SALINE 100CC	\$	51.24
4104 - CETACAINE/HURRACAINE	\$	178.05
4112 - ATROPINE SULFATE 1MG SYR	\$	42.87
4113 - ATROPINE SULFATE 5MG SYR-PEDI	\$	42.87
4114 - BENADRYL PRELD 50MG/1CC	\$	42.87
4118 - AMIODARONE	\$	74.52
4130 - ATROVENT	\$	42.87
4132 - ZOFRAN/ONDANSETRON	\$	64.32
4523 - NEOSYNEPHRINE	\$	33.12
4524 - VERSED 10MG	\$	62.94
4525 - VERSED 2MG	\$	62.94
5009 - GLUCOMETER USE	\$	61.16
5027 - PULSE OXIMETRY	\$	38.36
5029 - EKG MONITOR	\$	288.09
5029N - EKG MONITOR 12 LEAD	\$	288.09
5030N - EKG MONITOR	\$	288.09
5042 - ISOL/DECONTAMINATION	\$	564.20
5079 - CPAP PROCEDURE/SUPPLIES	\$	468.17
6040 - EMERGENCY	\$	342.69
6060 - NIGHT CHARGE	\$	208.08
6060N - NIGHT CHARGE	\$	208.08
6072 - ALS DRY RUN	\$	177.30
6073 - BLS DRY RUN	\$	177.30