NAPA COUNTY AGREEMENT NO. 7682
AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 7682 is made and entered into as of this 8th day of March, 2016, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and AMERICAN MEDICAL RESPONSE WEST, a California corporation doing business as American Medical Response, hereinafter referred to as "CONTRACTOR" or "AMR."

RECITALS

WHEREAS, on or about October 18, 2011, COUNTY and CONTRACTOR entered into Napa County Agreement No. 7682, (hereinafter referred to as the "Agreement") for the CONTRACTOR to provide emergency medical response services within the County; and

WHEREAS, on or about December 13, 2013, the parties amended the Agreement to clarify certain terms and amend the Medical Cache Trailer responsibilities; and

WHEREAS, on or about August 25, 2015, the parties amended the Agreement to replace the provision that required CONTRACTOR to acquire and equip a Mobile Simulation Center; and

WHEREAS, the parties wish to further amend the Agreement to extend the original term for an additional term of five (5) years, incorporate additional terms, make certain technical changes and to revise the Patient Charges to the original Agreement.

TERMS

NOW, THEREFORE, Napa County Agreement No. 7682 is hereby amended as follows:

1. Article II, Term; Extension, Section 2.1—Term of the Agreement, is amended as follows:

   2.1 Term of the Agreement. This Agreement shall be for an additional five (5) years, commencing at 12:01 a.m. on January 2, 2017, and ending at 12:00 midnight on January 1, 2022.

2. Article III, Core Services within Napa County, Section 3.3—Contractor Support of County Compliance Contract Management, and Regulatory Activities, is amended to read in full as follows:

   3.3 Contractor Support of County Compliance Contract Management, and Regulatory Activities. Contractor shall reimburse the County for a portion of the County's expenses in monitoring and managing this Agreement, provision of medical direction and conducting periodic procurements. The Contractor shall pay to the County twenty-five thousand dollars ($25,000.00) per year. Payment for the first year shall be due on January 15, 2012, and subsequent yearly payments shall be due on the anniversary of each year thereafter during the term of this Agreement. In addition, beginning on January 2, 2016, the Contractor shall pay to the County on a quarterly basis, fifteen dollars ($15.00) per patient transported from calls originating from the 911

system, emergency calls received from other sources and inter-facility ALS transports when patients are picked up within the EOA. Payment for the first quarter shall be due on May 1, 2012, and subsequent quarterly payments shall be due every three months thereafter (e.g. August 1, November 1, February 1, and May 1). This fee also includes the services and oversight of the County Medical Director and two (2) full-time FTEs as well as overhead associated with the County Public Health Director and County Director of EMS. Notwithstanding anything in this Section 3.3, the total annual reimbursement to the County shall not exceed the County's actual costs for management and regulatory activities associated with the Agreement.

3. Article V, Operations, Section 5.5.10—ALS First Response on Scene and Section 5.11—Lake Berryessa Coverage, are amended to read in full as follows:

5.5.10 ALS First Response on Scene. If local Fire Departments or Contractor provide Priority 1 and Priority 2 ALS first response in the Urban, Suburban and Rural ERZs, and meet the relevant Response Time Standards on a consistent basis (90 percent reliability) during the preceding reporting period, the Contractor may extend response by up to 25 percent of the relevant Priority and ERZ response time standard. This standard shall be applied retroactively to include all calls that have occurred since the effective date of this Agreement, January 2, 2012. Exhibit "5" is replaced in full by Exhibit "5-A", which is attached hereto and is incorporated by reference herein and all references in the Agreement to Exhibit "5" shall mean Exhibit "5-A".

5.11 Lake Berryessa Coverage. Contractor shall commit to work closely with the LEMSA, Cal Fire, law enforcement, and other public safety organizations to ensure that the adequate emergency medical services are provided as could reasonably be expected. Contractor shall, at a minimum, assign at least one (1) dedicated paramedic to provide coverage during holiday weekends from Memorial Day to Labor Day each year. Staffing and deployment of the assigned paramedic will be established to ensure immediate response to emergency medical events in the Lake Berryessa Coverage. Contractor will increase staffing in the Lake Berryessa area at the request of the LEMSA based on increased resort activity.

4. Article VI—Personnel, Section 6.4- Key Personnel; Section 6.4.1-General Manager; Section 6.4.2-Operations Manager; and Section 6.4.3-Contractor's Medical Director are amended and Section 6.4.4 is added to read in full as follows:

6.4. Key Personnel. Contractor's Key Personnel are as follows:

6.4.1. General Manager. Contractor shall provide a General Manager to oversee and be responsible for the provision of Services. This person shall have prior experience managing a large, high-performance emergency medical system. This individual shall be responsible for ensuring that all upper-level management positions are trained and participate in the Contractor's Quality Management Plan.

6.4.2. Operations Manager. Contractor shall provide a full-time Operations Manager to oversee personnel and the day-to-day operations of the Contractor.

6.4.3. Contractor's Medical Director. Contractor shall provide a physician, experienced in emergency medical services, to oversee clinical areas.

6.4.4. Clinical Manager. Contractor shall provide a full-time Clinical Manager to oversee clinical performance of personnel and assist the medical director in overseeing all clinical areas of the operation.

5. Article VII—Data and Reporting Requirements; Section 7.1.2—Essential Patient Care Record and Assignment Data is amended and Section 7.1.2.1—Costs associated with Electronic Patient Care Reporting, is added to read in full as follows:

7.1.2 Essential Patient Care Record and Assignments Data. Contractor shall utilize the electronic patient care record system (ePCR) required by the County LEMSA for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by and established in Title 22, Division 9, Chapter 4, Article 8 Section 100700 and information shall be distributed according to established LEMSA Policies and Procedures. The Contractor shall leave a copy of the ePCR (electronic or printed) at the receiving hospital upon delivery of each patient. Within 24 hours, Contractor shall provide access for the Contract Administrator and receiving hospitals to patient care records in computer readable format and suitable for statistical analysis for all Priority 1, 2,3 and 4 EMS system responses including patient contacts, cancelled calls, non-transports. Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other data points, which may be reasonably requested, including any needed modification to support EMS system data collection.

7.1.2.1 Costs Associated With Electronic Patient Care Reporting. Contractor shall pay a share of software costs associated with the County ePCR system. The Contractor share will be determined as a percentile of total system electronic patient care records created by Contractor. The annual software costs to the Contractor will not exceed $30,000 per year. The Contractor will be responsible for all costs of hardware used by Contractor personnel.

6. Article IX, Administrative Provisions, Section 9.2.1—Patient Charges. Exhibit 10 (Patient Charges) is replaced in its entirety by "Exhibit 10-Revised" and all references in the Agreement to Exhibit10 shall be construed as referring to "Exhibit 10-Revised" as of the effective date of this Amendment No. 3.

7. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and last amended.

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IN WITNESS WHEREOF, Napa County Agreement No. 7682 is amended effective the date first above written.

"CONTRACTOR"

AMERICAN MEDICAL RESPONSE WEST

By: _____
EDWARD VAN HORNE
President

"COUNTY"

NAPA COUNTY

By: _____
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

APPROVED AS TO FORM

By: _____
WALTER J. LANDEN, JR.
AMR Associate General Counsel

APPROVED AS TO FORM Office of County Counsel By: *Janice D. Killion (e-sign)* County Counsel Date: February 18, 2016	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: 3/8/16 Processed By: _____ Deputy Clerk of the Board	ATTEST: GLADYS I. COIL Clerk of the Board of Supervisors By: _____

EXHIBIT 10-REVISED

PATIENT CHARGES

Base Rate	$1,961.03*
Mileage	$ 40.60
Oxygen	$ 140.10
Treat Non-Transport	$ 435.32

*In jurisdiction that provides ALS first responder services that base rate is reduced by $100.00