

Contra Costa County
Standard Form L-9
Revised 2014

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

Number 23-585-1
Fund/Org # As Coded
Account # As Coded
Other # _____

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

Number: 23-585
Effective Date: January 1, 2016
Department: Health Services – Emergency Medical Services
Subject: Advanced life support emergency ambulance services in Exclusive Operating Areas I, II and V

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: CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT
Capacity: Government Agency
Address: 4005 Port Chicago Highway, Suite 250, Concord, California 94520

3. **Amendment Date.** The effective date of this Amendment/Extension is May 12, 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.

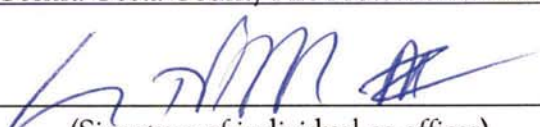
6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ Not Applicable, from \$ Not Applicable to a new total Contract Payment Limit of \$ Not Applicable.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>DocuSigned by: By <u>Mike Williams</u> 4DE8466D3ACD48B</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u></p> <p>Deputy</p>
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CONTRACTOR

<p>Signature A Name of business entity <u>Contra Costa County Fire Protection District</u></p> <p>By <u></u> (Signature of individual or officer)</p> <p><u>Lewis Broschard, Fire Chief</u> (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u></p> <p>By <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> (Signature of individual or officer)</p> <p><u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> (Print name and title B, if applicable)</p>
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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.

ACKNOWLEDGMENTS/APPROVALS
(Purchase of Services – Long Form)

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 COUNTY COUNSEL

By: DocuSigned by: Mike Williams
4BE0466D3ACD40B...
Designee

By: Eric Gelston
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By: [Signature]
Designee

AMENDMENT SPECIFICATIONSNumber: 23-585-1

In consideration of Contractor's agreement to continue providing additional services under the Contract identified herein, County agrees to extend the term of the Contract. County and Contractor agree therefore to amend said Contract as set forth below while all other parts of the Contract remain unchanged and in full force and effect.

1. Payment Provisions. Section P(2)(a) (Regular Rate Increases) of the Service Plan (L-3) of the Contract is hereby deleted in its entirety and replaced with the following:

"a. Regular Rate Increases. When requested by Contractor, the County Contract Administrator shall approve annual increases to the rates set forth in Exhibit D (Service Rate Schedule) based on changes in the Consumer Price Index, All Urban Consumers for Medical Care (U.S. city average) (1982-1984=100) ("Medical CPI"). The annual increase to each of the rates specified in Exhibit D (Service Rate Schedule) will be equal to the greater of (i) and (ii):

- (i) A percentage calculated as follows: The average Medical CPI for the most recent and available three-year period, divided by the following: the average dollar amount received by Contractor from non-public payers for the most recent three-year billing period (excluding billings that are less than six (6) months old) divided by the average dollar amount received by Contractor from all payers for the most recent Mature three-year billing period (excluding billings that are less than six (6) months old). For example purposes only, if the average Medical CPI for the most recent three-year period is 3%, and the average amount Contractor received from non-public payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$27,000,000, and the average dollar amount received by Contractor from all payers for the most recent three-year period (excluding billings that are less than six (6) months old) is \$47,000,000, then the percentage for this subdivision (i) would be 5.22%, calculated as follows: $.03/(\$27,000,000/\$47,000,000)$.
- (ii) Five percent (5%),

Notwithstanding the foregoing, in no event shall the maximum increase exceed nine percent (9%). For each annual regular rate increase based on Medical CPI, Exhibit D (Service Rate Schedule) shall be updated with an updated and dated exhibit reflecting the new adjusted rates."

2. Exhibit D (Service Rate Schedule). Exhibit D (Service Rate Schedule) attached to the Contract is hereby deleted in its entirety and replaced with the Exhibit D (Service Rate Schedule) attached to this amendment. For each annual regular rate increase based on Medical CPI, the parties shall update Exhibit D (Service Rate Schedule) with an updated dated and initialed exhibit reflecting the new adjusted rates."

Initials: LTB ds
Contractor County Dept.

Exhibit D

Emergency Ambulance Service Rate Schedule

For each Emergency Ambulance Service call, District shall charge the patient the Emergency Ambulance Response Base Rate, plus mileage costs at the Mileage Rate. If oxygen is administered to a patient, District shall charge the patient the Oxygen Administration Charge, whether transported or not. If a patient is treated and refuses transport, District shall charge the Treat and Refused Transport rate.

- 1. Emergency Ambulance Response Base Rate \$2,428*
- 2. Mileage Rate (for each mile traveled with a loaded patient)..... \$58
- 3. Oxygen Administration Charge..... \$203
- 4. Treat and Refused Transport \$520

- Indicates a 5% increase from current ambulance rates, rounded up to the nearest dollar.

Initials:
 Contractor County Dept.