

AMENDMENT TO CONTRACT

#4

The County of San Benito ("COUNTY") and American Medical Response West d/b/a American Medical Response ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated October 7, 2014.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: December 16, 2014 (#1); December 15, 2015 (#2); December 13, 2016 (#3)

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

Pursuant to provision 9.3, "Rate Increase" of the Original Contract, beginning January 1, 2019, the Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate, as well as, the Ancillary Charges Rate, shall be increased by 3%. The new rates are reflected in Exhibit C-4 which is attached to this amendment and made a part of this amended contract.

Accordingly, Exhibit C is replaced in its entirety with Exhibit C-4.

☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(New payment terms are below.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

☐ One month in arrears.

☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

☐ a total lump sum payment of \$_____, or

☐ a total sum not to exceed \$_____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

- ☐ There are no other terms of the original contract that are modified.
☒ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

- Reference to “Exhibit C” in Subdivision (F) of Section 5.1 is hereby amended to refer, correctly, to “Exhibit B.”
- Reference to “Exhibit C” in Subdivision (D) of Section 5.2 is hereby amended to refer, correctly, to “Exhibit B.”
- Reference to “Exhibit C” in Subdivision (D) of Section 6.1 is hereby amended to refer, correctly, to “Exhibit B.”
- Reference to “Exhibit F” in Subdivision (E) of Section 9.1 is hereby amended to refer, correctly, to “Exhibit E.”
- Reference to “Exhibit D” in Subdivision (B) of Section 9.2 is hereby amended to refer, correctly, to “Exhibit C-4.”
- Section 9.3 Rate Increase is hereby amended in its entirety as follows:

Section 9.3 Rate Increase

A. Regular and Ordinary Rate Increase. The Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate set forth in **Exhibit C-4** will routinely be increased on January 1st of each calendar year during the term of this Agreement to adjust for inflation. Not later than sixty (60) days prior to each adjustment date, the CONTRACTOR may request Contract Administrator to increase the rates. The rate increases shall be the greater of the following percentages:

1. Three percent (3%) divided by the CONTRACTOR’S average collection rate from the current year in San Benito County.
2. The percentage calculated from the following Consumer Price Index (CPI) factors divided by the CONTRACTOR’S average collection rate from the current year. The Department of Labor, Bureau of Labor Statistics CPI as of the previous twelve (12) month period for which published figures are then available for San Francisco-Oakland-San Jose shall be used to calculate the following percentages from CPI (which shall then be added together and divided by the average collection rate):
 - i. 2.33% of the CPI - Transportation Index
 - ii. 81.33% of the CPI - Medical Care Index
 - iii. 16.33% of the CPI - All Item (Less Medical Care) Index

B. Extraordinary Rate Increase. The Contract Administrator may approve an extraordinary rate increase to the Base Rate, Emergency Rate, Oxygen Rate, and/or Mileage Rate set forth in **Exhibit C-4** if determined to be reasonable for the following reasons:

1. The CONTRACTOR determines actual or reasonable projected substantial financial hardship as a result of factors beyond its reasonable control, provided that the COUNTY will have the right to review and/or audit any books, medical billing accounts, medical records, productivity reports or financial records of the CONTRACTOR as it deems necessary to verify such hardship, or;
2. Changes in government third-party-payor programs that result in significant reduction in revenues for services rendered.

C. Ancillary Charges Rate Increase. The rates set forth in Exhibit C-4 for ancillary charges, i.e., those other than the Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate, shall be CONTRACTOR's usual and customary charges for those ancillary services, including, but not limited to, procedures, supplies, medications, etc. CONTRACTOR typically adjusts its ancillary charges rate schedule on January 1st along with the "Regular and Ordinary Rate Increase," but may update these rates mid-year as they change from time-to-time. In addition to its obligations under Subdivision (D) of this Section, CONTRACTOR shall use best efforts to notify the Contract Administrator within thirty (30) days of any rate change to any ancillary charge.

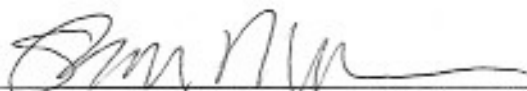
D. Any rate increase made under this section shall be approved in writing by Contract Administrator for implementation and, when so approved, shall be memorialized by executing an amendment to this Agreement.

- Reference to "Exhibit E" in Subdivision (A) of Section 9.5 is hereby amended to refer, correctly, to "Exhibit D."
- Reference to "Exhibit E" in Subdivision (B) of Section 9.5 is hereby amended to refer, correctly, to "Exhibit D."
- Reference to "Exhibits B, C and E" in Section 10.13 is hereby amended to refer, correctly, to "Exhibits B and D."

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR



Name/Title: ~~Michael Esslinger, Regional Director~~
Sharon Henry, CDD

1/9/19

Date

COUNTY

San Benito County Board of Supervisors

_____, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Sarah M. Dickinson, Deputy County Counsel

Date

Exhibit C-4

2019 Rate Schedule

Base Rate, Mileage Rate, Oxygen Rate, and Emergency Rate Schedule				
San Benito County		Former Fee		Current Fee
Proc_Code	Description	2017-2018 Rate	% increase	2019 Rate
1150	ALS BASE RATE	\$2,815.53	3%	\$2,900.00
1151	ALS BASE RATE	\$2,815.53	3%	\$2,900.00
1152	ALS BASE RATE	\$2,815.53	3%	\$2,900.00
2150	ALS MILEAGE	\$59.73	3%	\$61.52
2151	ALS MILEAGE	\$59.73	3%	\$61.52
3001	OXYGEN	\$200.09	3%	\$206.09
6040	EMERGENCY	\$200.09	3%	\$206.09

Ancillary Charges Rate Schedule				
San Benito County		Former Fee		Current Fee
Proc_Code	Description	2017-2018 Rate	% increase	2019 Rate
1110	NON TRANSPORT	\$133.25	3%	\$137.25
1111	TREAT NO TRANSPORT	\$133.25	3%	\$137.25
1112	TREAT/RELEASE EXTENDED WAIT	\$266.51	3%	\$274.51
1153	SCT BASE RATE	\$0.00	0%	\$0.00
1170	ALS NON-EMERGENCY BASE	\$2,815.53	3%	\$2,900.00
1171	ALS BASE RATE	\$2,815.53	3%	\$2,900.00
2350	SCT MILEAGE	\$0.00	0%	\$0.00
2351	SCT MILEAGE	\$0.00	0%	\$0.00
3001	OXYGEN	\$200.09	3%	\$206.09
3002	AIRWAY/NASAL	\$25.08	3%	\$25.83
3003	AIRWAY /ORAL	\$12.70	3%	\$13.08
3004	COLD/HOT PACK	\$20.55	3%	\$21.17
3005	CRICO/CREST SUPPLIES	\$136.64	3%	\$140.74
3006	DEFIB ELECTRODES	\$148.24	3%	\$152.69
3007	DRESSING - MAJOR	\$12.70	3%	\$13.08
3008	DRESSING	\$0.00	0%	\$0.00
3010	INTUBATION SUPPLIES	\$488.59	3%	\$503.24
3011	10 SUPPLIES	\$385.72	3%	\$397.29
3012	IRRIGATION FLUID	\$7.89	3%	\$8.13
3016	EKG ELECTRODES	\$92.17	3%	\$94.94
3017	02 SUPPLIES/NEBULIZER	\$57.17	3%	\$58.89
3018	OB PACK	\$96.04	3%	\$98.92
3023	SUCTION TUBE	\$37.25	3%	\$38.37
3025	CO2 DETECTION SUPPLY	\$79.60	3%	\$81.99
3028	BURN SHEET	\$46.74	3%	\$48.15
3029	EDA, COMBI-TUBE, PTL	\$358.82	3%	\$369.58
3030	COMPRESSED AIR	\$0.00	0%	\$0.00
3031	CANNULA	\$13.19	3%	\$13.58

3033	BURN PACK	\$0.00	0%	\$0.00
3047	BED PAN	\$12.84	3%	\$13.22
3048	EMESIS BASIN	\$2.90	3%	\$2.98
3049	URINAL	\$12.84	3%	\$13.22
3055	DISPOSABLE LINEN	\$37.91	3%	\$39.04
3058	ACE WRAP	\$0.00	0%	\$0.00
3059	ARM BOARDS LONG	\$4.40	3%	\$4.53
3060	ARM BOARDS SHORT	\$4.40	3%	\$4.53
3061	BAG VALVE MASK	\$85.75	3%	\$88.33
3062	BANDAGES ROLLER	\$6.47	3%	\$6.67
3063	BANDAGES TRIANGULAR	\$12.97	3%	\$13.36
3064	BLANKET, DISPOSABLE	\$25.08	3%	\$25.83
3073	HEPA MASK MED/LARGE	\$32.88	3%	\$33.86
3076	INFUSION SET BLOOD SET WITH PU	\$0.00	0%	\$0.00
3081	IV TUBING	\$0.00	0%	\$0.00
3086	NON-REBREATHER MASK	\$12.92	3%	\$13.31
3090	PETROLEUM GAUZE PADS	\$8.17	3%	\$8.41
3091	PLEURAL DECOMPRESSION KIT	\$249.99	3%	\$257.49
3092	RESTRAINTS DISPOSABLE	\$12.14	3%	\$12.50
3094	SAM SPLINT	\$65.51	3%	\$67.48
3096	SPLINT ARM	\$18.17	3%	\$18.72
3097	SPLINT LEG	\$25.91	3%	\$26.68
3099	YANKAUER SUCTION	\$29.74	3%	\$30.63
3101	SUCTION CATHETERS	\$28.41	3%	\$29.26
3139	CAPNOGRAPH	\$30.86	3%	\$31.79
3157	DEFIB PADS	\$71.24	3%	\$73.38
3165	QUICKCLOT	\$83.91	3%	\$86.42
3197	CHUX PAD	\$7.49	3%	\$7.71
3198	KING AIRWAY/INTUBATION	\$155.32	3%	\$159.98
3200	ASPIRIN	\$0.17	3%	\$0.17
3217	DISPOSABLE PULSE OX SENSOR	\$0.00	0%	\$0.00
3506	CATHETER FOLEY CCT	\$0.00	0%	\$0.00
3509	IV CASSETTES CCT	\$0.00	0%	\$0.00
3510	IV DIAL A FLOW CCT	\$0.00	0%	\$0.00
3517	TRANSDUCERS DISPOSABLE CCT	\$0.00	0%	\$0.00
3519	BURN DRESSING CCT	\$0.00	0%	\$0.00
3521	BI	\$0.00	0%	\$0.00
3522	MULTI FUNCTION PADS CCT	\$0.00	0%	\$0.00
4001	ALBUTEROL N EBULIZER	\$57.17	3%	\$58.89
4003	ATROPINE	\$33.85	3%	\$34.87
4004	BENADRYL	\$49.54	3%	\$51.03
4006	CALCIUM CHLORIDE	\$25.07	3%	\$25.82
4007	DEXTROSE 50%	\$37.36	3%	\$38.49
4008	DOPAMINE DRIP	\$63.40	3%	\$65.30
4009	EPI 1:10,000	\$37.36	3%	\$38.49
4010	GLUCAGON	\$448.36	3%	\$461.81
4011	EPI 1:1000 IMG/ICC	\$34.32	3%	\$35.35
4013	LASIX	\$32.89	3%	\$33.87
4014	LIDOCAINE 200	\$36.11	3%	\$37.20
4015	LIDOCAINE DRIP	\$48.36	3%	\$49.81
4017	MORPHINE	\$35.30	3%	\$36.36

4018	NARCAN	\$39.89	3%	\$41.09
4019	NITROSPRAY	\$14.79	3%	\$15.23
4021	PITOCIN (OXYTOCIN)	\$35.00	3%	\$36.05
4022	SODIUM BICARB	\$37.53	3%	\$38.66
4023	VALIUM	\$0.00	0%	\$0.00
4025	AMINOPHYLINE	\$0.00	0%	\$0.00
4027	EPI MULTI DOSE	\$38.10	3%	\$39.24
4030	ADENOSINE	\$209.05	3%	\$215.32
4032	IPECAC	\$0.00	0%	\$0.00
4040	ROMAZICON	\$0.00	0%	\$0.00
4042	PHENERGAN	\$0.00	0%	\$0.00
40450	DEXTROSE 10%	\$37.36	3%	\$38.49
4048	TERBUTALINE	\$0.00	0%	\$0.00
4052	ACTIVATED CHARCOAL	\$0.00	0%	\$0.00
4053	DOBUTAMINE	\$0.00	0%	\$0.00
4058	INDERAL 1MG	\$0.00	0%	\$0.00
4059	POTASSIUM CHLORIDE	\$0.00	0%	\$0.00
4063	SOLU	\$0.00	0%	\$0.00
4066	STERILE WATER	\$0.00	0%	\$0.00
4078	EPINEPHRINE	\$0.00	0%	\$0.00
4082	BURETROL	\$0.00	0%	\$0.00
4085	DEXTROSE 25%	\$44.48	3%	\$45.82
4088	GLUCOSE	\$22.92	3%	\$23.60
4089	ISUPREL PRELOAD	\$0.00	0%	\$0.00
4090	LACTATED RINGERS	\$0.00	0%	\$0.00
4092	LIDOCAINE JELLY	\$0.00	0%	\$0.00
4093	LIDOCAINE PRELOAD	\$0.00	0%	\$0.00
4094	NITROGLYCERINE	\$14.79	3%	\$15.23
4097	SODIUM BICARB (PEDI)	\$37.14	3%	\$38.26
4099	ATROPINE 8MG	\$37.14	3%	\$38.26
4101	NORMAL SALINE INFUSION	\$134.07	3%	\$138.09
4118	AMIODARONE	\$0.00	0%	\$0.00
4130	ATROVENT	\$0.00	0%	\$0.00
4131	AMYL NITRATE	\$0.00	0%	\$0.00
4132	ZOFTRAN/ONDANSETRON	\$44.74	3%	\$46.08
4523	NEOSYNEPHRINE	\$0.00	0%	\$0.00
4524	VERSED 10MG	\$118.62	3%	\$122.18
4528	FENTANYL CCT	\$0.00	0%	\$0.00
4529	HYDRALAZINE CCT	\$0.00	0%	\$0.00
4530	NIPRIDE CCT	\$0.00	0%	\$0.00
4531	NOREPINEPHRINE CCT	\$0.00	0%	\$0.00
4532	PROCAINAMIDE CCT	\$0.00	0%	\$0.00
4533	TRIDIL CCT	\$0.00	0%	\$0.00
4534	HEPERIN 10,000 U PER CC CCT	\$0.00	0%	\$0.00
4536	VECURIUM CCT	\$0.00	0%	\$0.00
4537	PORTA WARMER CCT	\$0.00	0%	\$0.00
4540	MAGNESIUM SULFATE CCT	\$0.00	0%	\$0.00
4541	PITOCIN (OXYTOCIN) CCT	\$0.00	0%	\$0.00
4542	INAPSINE CCT	\$0.00	0%	\$0.00
4543	LOPRESSOR CCT	\$0.00	0%	\$0.00
4544	VERAPAMIL CCT	\$0.00	0%	\$0.00

4545	DILANTIN CCT	\$0.00	0%	\$0.00
4546	DIGOXIN CCT	\$0.00	0%	\$0.00
4547	MANNITOL CCT	\$0.00	0%	\$0.00
4548	LABETALOL	\$0.00	0%	\$0.00
4549	CALCIUM GLUCONATE	\$0.00	0%	\$0.00
4550	DILAUDID	\$0.00	0%	\$0.00
5005	CRICO/CREST PROC	\$0.00	0%	\$0.00
5006	DEFIBRILLATION	\$0.00	0%	\$0.00
5018	OB DELIVERY	\$0.00	0%	\$0.00
5021	SPLINTING (EXTREM)	\$0.00	0%	\$0.00
5022	SPLINTING - SPINAL	\$182.70	3%	\$188.18
5023	SUCTIONING	\$0.00	0%	\$0.00
5027	PULSE OXIMETRY	\$33.90	3%	\$34.91
5029	EKG MONITOR	\$0.00	0%	\$0.00
5029N	EKG MONITOR 12 LEAD	\$92.17	3%	\$94.94
5030N	EKG MONITOR	\$92.17	3%	\$94.94
5032	NEEDLE CHEST DECOMP	\$0.00	0%	\$0.00
5032	NEEDLE CHEST DECOMP	\$0.00	0%	\$0.00
5044	SPINAL IMMOBILIZATION	\$182.70	3%	\$188.18
5046	BLOOD GLUCOSE TEST	\$33.90	3%	\$34.91
5055	C-SPINE BOARD (LOST)	\$147.42	3%	\$151.85
5056	UNIVERSAL PRECAUTIONS	\$29.12	3%	\$30.00
5057	NEONATAL TRANSPORT CHARGE	\$0.00	0%	\$0.00
5079	CPAP PROCEDURE/SUPPLIES	\$488.47	3%	\$503.12
5502	IABP TRANSPORT CCT	\$0.00	0%	\$0.00
5507	CHEST TUBE MONITORING CCT	\$0.00	0%	\$0.00
5513	ELECTRONIC BP CUFF CCT	\$0.00	0%	\$0.00
5514	EXTERNAL PACEMAKER CCT	\$0.00	0%	\$0.00
5515	HD DOPPLER CCT	\$0.00	0%	\$0.00
5517	HIGH LEVEL ACUITY NURSING CCT	\$0.00	0%	\$0.00
5520	INTUBATION CCT	\$0.00	0%	\$0.00
5521	INVASIVE MONITOR PER LINE CCT	\$0.00	0%	\$0.00
5524	IV START	\$0.00	0%	\$0.00
5527	PEDIATRIC CARE CCT	\$0.00	0%	\$0.00
5529	PULSE OXIMETER USE CCT	\$0.00	0%	\$0.00
5533	VENTILATOR CIRCUIT CCT	\$0.00	0%	\$0.00
5535	VENTILATOR USE CCT	\$0.00	0%	\$0.00
5536	WAIT TIME PER QUARTER HOUR CCT	\$0.00	0%	\$0.00
5537	HIGH RISK OB CCT	\$0.00	0%	\$0.00
5538	NG PLACEMENT CCT	\$0.00	0%	\$0.00
6020	ADDITIONAL ATTEND	\$0.00	0%	\$0.00
6025	BRIDGE TOLL (AS CHARGED)	\$0.00	0%	\$0.00
6029	EXTRA ATTENDANT	\$0.00	0%	\$0.00
6033	EXTEND TIME ON SCENE	\$45.81	3%	\$47.18
6036	BARIATRIC	\$0.00	0%	\$0.00
6060	NIGHT CHARGE	\$65.69	3%	\$67.66
6060N	NIGHT CHARGE	\$65.69	3%	\$67.66
6502	CCT EMERGENCY CHARGE	\$0.00	\$0.00	\$0.00

**EXHIBIT 1
TO AMENDMENT #4**

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)