

Contra Costa County
Standard Form L-9
Revised 2014

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

Number: 23-585-2
Fund/Org: As Coded
Account: As Coded
Other:

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

Number: 23-585

Effective Date: January 1, 2016

Department: Health Services – Emergency Medical Services

Subject: Advanced life support emergency ambulance services

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 Agreement is January 1, 2026.

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, 2025 to a new termination date of December 31, 2027, 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.

Contra Costa County
Standard Form L-9
Revised 2014

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

Number: 23-585-2
Fund/Org: As Coded
Account: As Coded
Other: As Coded

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

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>Signed by:</p> <p>By: <u>Marshall Bennett</u> <small>693E58F69D714CC...</small> Chair/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> Deputy</p>
---	---

CONTRACTOR

<p>Signature A</p> <p>Name of business entity: CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT</p> <p>Signed by:</p> <p>By: <u>Lewis Broschard</u> <small>3C22DA59D592472...</small> (Signature of individual or officer)</p> <p><u>Lewis Broschard Fire Chief</u> (Print name and title A, if applicable)</p>	<p>Signature B</p> <p>Name of business entity: CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT</p> <p>By: <u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> (Signature of individual or officer)</p> <p><u>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</u> (Print name and title B, if applicable.)</p>
--	---

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.

AMENDMENT SPECIFICATIONS

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.

I. SERVICE PLAN

1. **Section J(4)(f) (Vehicles) of the Service Plan (Form L-3)** is hereby deleted in its entirety and replaced with the following:

“Contractor shall not operate any ambulance with an odometer reading of more than 300,000 miles unless LEMSA grants an exception in writing. In determining whether to grant such an exception, LEMSA will consider Contractor’s reason for the delay in replacing the ambulance, a date of when the ambulance will be replaced, documentation of regularly scheduled maintenance performed and any other documentation deemed necessary by LEMSA.”

2. **Section H(11) (Penalties for Outlier Responses) of the Service Plan (Form L-3)** is hereby deleted in its entirety and replaced with the following:

Penalties for Outlier Responses. An "Outlier Response" means a Response Time that is excessive for the category, such that it represents a potential threat to health and safety. County may impose a penalty on Contractor for any call where the actual Response Time equals or exceeds the applicable Outlier Response Time set forth in **Exhibit C** (Penalties). Penalties will be based on ERZ and the priority level assigned to the call. The imposition of a penalty for an Outlier Response is in addition to a penalty assessed for Contractor's Response Time compliance requirements.”

3. **Section H(10)(d)(i) (Penalties for Failure to Report Arrival on Scene Time) of the Service Plan (Form L-3)** is hereby deleted in its entirety and replaced with the following:

Penalty for Failure to Document On-Scene Time. Contractor shall pay the County \$500 in penalties each and every time an ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. In order to rectify the failure to report an on-scene time and to avoid the penalty, Contractor may demonstrate to the satisfaction of LEMSA Director an accurate on-scene time provided documentation provided is in an auditable format with an automated timestamp. The LEMSA Director may waive the penalties in its discretion for good cause. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining Response Time Compliance.”

4. **Exhibit C, Section I (Response Time Penalties) to the Service Plan (Form L-3)** is hereby deleted in its entirety and replaced with the following:

Initials: Initial
LB Initial
MB
Contractor County Dept.

Exhibit C

I. Response Time Penalties

County may levy and Contractor shall pay County penalties each month that Contractor fails to comply with the response time requirements for each Compliance Zone (1 through 4). Penalties will be applied on a percentage of compliance for each zone according to the following schedule:

Emergency Ambulance Requests - Priority 1 Responses for each ERZ

Compliance %	Penalty
89% - < 90%	\$15,000
88% - < 89%	\$25,000
<88%	\$50,000

Emergency Ambulance. Requests - Priority 2 Responses for each of the ERZ

Compliance %	Penalty
89% - < 90%	\$5,000
88% - < 89%	\$10,000
<88%	\$15,000

Emergency Ambulance Requests - Priority 3 Responses for each of the ERZ

Compliance %	Penalty
89% - < 90%	\$2,500
88% - < 89%	\$5,000
<88%	\$7,500

Non-Emergency ALS Interfacility Transports - Priority 4 Responses for the entire Service Area

Compliance %	Penalty
89% - < 90%	\$4,000
88% - < 89%	\$6,000
<88%	\$7,500

Outlier Response Time Penalties

Priority Level	High-Density Call	Low-Density Call	Penalty
Priority 1	> 18:59	> 29:59	\$1,500 for each response exceeding 1% of total Priority 1 responses.

Initials: LB MB
 Contractor County Dept.

Priority 2	> 22:59	> 44:59	\$1,000 for each response exceeding 1% of total Priority 2 responses.
Priority 3	> 39:59	>59:59	\$750 for each response exceeding 1% of total Priority 3 responses.
Priority 4	> 29:59 late for scheduled > 89:59 late for unscheduled	>59:59	\$500 for each response exceeding 1% of total Priority 4 responses.



II. SPECIAL CONDITIONS

1. **Section 2 (Termination)** is hereby amended to include an additional subsection 5(c), as follows:

c. “Early Termination. In the event the County solicits and selects a new emergency medical services contractor pursuant to a competitive selection process, the County may unilaterally terminate this Agreement by giving 90 calendar days’ written notice of termination to Contractor. The Agreement termination date specified in the notice of termination may be extended by mutual agreement to avoid an interruption in emergency medical services. The Parties acknowledge that any emergency medical service interruption would result in risks to public welfare.

Within 30 calendar days of a notice of termination under this subparagraph, the Parties will develop a transition plan. The transition plan will include specific implementation deadlines, including any modification to the contract termination date, and will address matters including but not limited to service levels during the transition period and the return or lease of apparatus and equipment by Contractor to the County.

The Parties will meet and confer in good faith regarding any dispute between the Parties over the implementation of any provisions in this Section 9(b). Any dispute that is not resolved by meeting and conferring will be submitted to non-binding mediation conducted by a JAMS mediator. The Parties agree to meet and confer as soon as practically possible regarding the selection of the mediator and, if possible, agree to mediate the dispute within 30 calendar days of the Parties’ decision to seek mediation. However, nothing in this provision shall be construed so as to delay any of the time periods above, including the development of a transition plan and implementation thereof.”

Initials:



 Contractor County Dept.