

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
AMERICAN MEDICAL RESPONSE WEST
BC-20-111
FIRST AMENDMENT
Effective October 1, 2020

This First Amendment is to the Agreement for Services, number BC-20-111 (“Agreement”), by and between the County of Santa Barbara (“County”) and American Medical Response West (“Contractor”), with the initial term beginning April 7, 2020, for the provision of non-emergency transport services, shelter surveillance, and assessments for COVID-19.

WHEREAS, the Agreement for COVID-19 response is effective through September 30, 2020 unless earlier terminated; and

WHEREAS, the parties desire to amend the Agreement to extend the term in accordance with Section 25.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions. Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. Amendments. The Agreement is amended as follows:

Section 4, Term is deleted and replaced in its entirety with:

4. **TERM**. CONTRACTOR shall commence performance on April 7, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise agreed to by the Parties or unless earlier terminated.

Exhibit B. Exhibit B shall be deleted and replaced in its entirety as attached hereto and incorporated by this reference.

3. Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement except as expressly modified and superseded by this First Amendment are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following pages.)

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response West**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective October 1, 2020.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: _____
Risk Manager

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **American Medical Response West**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective October 1, 2020.

AMERICAN MEDICAL RESPONSE:

By: _____
Authorized Representative

Name: _____

Title: _____

EXHIBIT B

PAYMENT ARRANGEMENTS

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid, including cost reimbursements, at the rates specified in the Rates Table below, up to but not to exceed a total amount of \$350,000 for the term of April 7, 2020 through June 30, 2021. The original Agreement amount of \$250,000 is included in the \$350,000 total.
- B. In consideration of CONTRACTOR's fulfillment of the promised work, County shall pay CONTRACTOR at the rates set forth in this Exhibit B RATES TABLE:

RATES TABLE

Resource	Hourly Rate	24 Hour Rate
CRV Type Vehicle (not an ambulance)	\$40.50	\$972.00
EMT (per person)*	\$42.00	\$1,008.00
Paramedic (per person)*	\$72.45	\$1,738.80
Per Diem (per person)	\$3.50	\$84.00
Supplies	\$10.00	\$240.00

**No more than one (1) personnel shall be assigned per vehicle except during transport.*

- C. COUNTY will provide CONTRACTOR a weekly schedule for the requested service(s). The parties agree when a daily schedule is for less than a full 24-hour period, payment of the hourly rate will begin and end at the time written. For example, 8:00 a.m. start time to 5:00 p.m. end time.
- D. In the event County or Contractor determines that the patient requires an additional EMT/Paramedic to transport the patient. The County shall be responsible for paying Contractor for the additional EMT/Paramedic at the prorated EMT hourly rate. For purposes of determining the amount of time the additional EMT/Paramedic is working pursuant to this Agreement, the clock will start upon the additional EMT/Paramedic's arrival at the pick-up location and will stop upon arrival at the destination. The County will not have any additional rental charges for the vehicle utilized during transport.
- E. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- F. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.