

**AMENDMENT NO. 12 TO AGREEMENT NO. A-11610  
BETWEEN  
COUNTY OF MONTEREY  
&  
AMERICAN MEDICAL RESPONSE WEST (AMR)**

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**THIS AMENDMENT No. 12** to the Advanced Life Support Ambulance Service Agreement, AGREEMENT No. A-11610, is made and entered by and between American Medical Response West (AMR) ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("County").

WHEREAS, on or about January 5, 2010, the County and CONTRACTOR entered into that certain Advanced Life Support Service Agreement, AGREEMENT No. A-110610 for the provision of advanced life support ambulance services for the period January 30, 2010 through January 31, 2015 ("AGREEMENT"), with the CONTRACTOR, having the ability to earn up to five (5) contract extensions of one (1) year each according to the terms of the renewal provisions of the AGREEMENT; and

WHEREAS, on or about July 8, 2011, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 1 ("AMENDMENT No. 1") to extend the term of the AGREEMENT for one year, for the period from January 31, 2015 to January 31, 2016 (the first one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 9, 2012, the County and CONTRACTOR executed Amendment No. 2 ("AMENDMENT No. 2") to better define CONTRACTOR's requirements regarding response time compliance by county region, allow Behavioral Health defined transports be provided by an entity other than CONTRACTOR, and, pursuant to Section 6.1.1 of the AGREEMENT, to extend the term of the AGREEMENT for one year, for the period from January 31, 2016 to January 31, 2017 (the second one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 1, 2013, pursuant to Section 17.2 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 3 ("AMENDMENT No. 3") to implement a 2.75% rate increase and to amend and replace Exhibit B (Monterey County Ambulance Rates); and

WHEREAS, on or about March 1, 2013, the County and CONTRACTOR executed Amendment No. 4 ("AMENDMENT No. 4") to refine CONTRACTOR response time requirements and to amend and replace Exhibit D EMS Boundaries maps; and

WHEREAS, on or about January 28, 2014, pursuant to Section 6.1.1 of the AGREEMENT, the County and CONTRACTOR executed Amendment No. 5 ("AMENDMENT No. 5") to extend the term of the AGREEMENT for one year, for the period from January 31, 2017 to January 31, 2018 (the third one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

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WHEREAS, on or about February 24, 2014, the County and CONTRACTOR executed Amendment No. 6 (“AMENDMENT No. 6”) to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit D EMS Boundary Maps, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2018 to January 31, 2019 (the fourth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about January 16, 2015, the County and CONTRACTOR executed Amendment No. 7 (“AMENDMENT No. 7”) to better define CONTRACTOR requirements regarding county response time requirements and submission of an annual report, to amend and replace Exhibit B (Monterey County Ambulance Rates) with a new Exhibit B, and pursuant to Section 6.1.1 of the AGREEMENT, extend the term of the AGREEMENT for one year, for the period from January 31, 2019 to January 31, 2020 (the fifth one-year extension of the five one-year contract extensions allowed under the AGREEMENT); and

WHEREAS, on or about March 14, 2016, the County and CONTRACTOR executed Amendment No. 8 (“AMENDMENT No. 8”) to correct the listed rate for the Pulse Oximetry service from \$52.88 to \$62.55 (per Board’s rate increase approved on January 29, 2013) and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, on or about May 29, 2019, the County and CONTRACTOR executed Amendment No. 9 (“AMENDMENT No. 9”) to implement a 9.9% rate increase and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables); and

WHEREAS, on or about January 28, 2020, the County and CONTRACTOR executed Amendment No. 10 (“AMENDMENT No. 10”) to extend the term of the AGREEMENT through January 31, 2022, implement a 9.4% rate increase, to replace Exhibit B (Monterey County Rate Tables); and to make substantive amendments to various sections of the Agreement; and

WHEREAS, on or about January 25, 2022, the County and CONTRACTOR executed Amendment No. 11 (“AMENDMENT” No. 11”) to extend the term of the AGREEMENT to June 30, 2025, implement a 29.60% rate increase, and to replace Exhibit B (Monterey County Rate Tables) and to amend various sections of the Agreement; and

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WHEREAS the County and CONTRACTOR wish to amend the AGREEMENT to implement a 5.0% rate increase, and to remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Ambulance Rates), and to amend various sections of the AGREEMENT, as detailed below.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT, as previously amended, as follows:

1. Implement a 5.0% rate increase.
2. Remove the current Exhibit B (Monterey County Rate Tables) and replace it with a new Exhibit B (Monterey County Rate Tables), attached hereto.
3. Amend Section 4.1.2. Exceptions to Exclusive Scope of Service to read as follows:

4.1.2.4 Certain requests for interfacility transportation services originating in Monterey County.

- Wheelchair or non-medical gurney transportation services.

It shall be the responsibility of the sending facility to:

- Ensure a Physician, Nurse Practitioner, Physician's Assistant, or CNM validates medical necessity.
- Provide documentation of medical necessity (signed by a Physician, Nurse Practitioner, Physician's Assistant, or CNM) when *any* request for interfacility ambulance transportation service is made.

Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, AMENDMENT No. 4, AMENDMENT No. 5, AMENMENT No. 6, AMENDMENT No. 7, AMENDMENT No. 8, AMENDMENT No. 9, AMENDMENT No. 10, and AMENDMENT No. 11 are unchanged and unaffected by this AMENDMENT No. 12 and shall continue in full force and effect.

A copy of this AMENDMENT No. 12 shall be attached to the original AGREEMENT No. A-11610.

**IN WITNESS WHEREOF**, the parties hereto have executed this AMENDMENT No. 12 as of the date set forth below their respective signatures.

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**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
EMS Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form and Liability Provisions

By: \_\_\_\_\_  
*DocuSigned by: [Signature]*  
County Counsel

Date: \_\_\_\_\_  
12/29/2022 | 11:34 AM PST

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
*DocuSigned by: Jennifer Forsyth*  
Auditor/Controller

Date: \_\_\_\_\_  
1/3/2023 | 2:51 PM PST

\_\_\_\_\_  
American Medical Response West  
Business Name\*

By: \_\_\_\_\_  
*DocuSigned by: Mike Rice*  
(Signature of Chair, President, or Vice-President)\*

Mike Rice Vice President

Date: \_\_\_\_\_  
Name and Title  
12/27/2022 | 9:49 AM PST

By: \_\_\_\_\_  
*DocuSigned by: Sean Russell*  
(Signature of President, Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Sean Russell President

Date: \_\_\_\_\_  
Name and Title  
12/27/2022 | 9:14 AM PST

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Amendment on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.