

FIRST AMENDMENT TO AGREEMENT

This First Amendment ("Amendment") to the Emergency Medical Services Ambulance Transport Services Agreement ("Agreement"), made and entered into on July 1, 2019, is made by the **County of Alameda** ("County") and the **City of Berkeley** ("Contractor").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

1. Section 2.1 of the Agreement, concerning the term, shall be deleted and replaced with the following language:
 - 2.1 This Agreement is for the provision of 911 emergency medical ground ambulance response and transportation at a paramedic Advanced Life Support ("ALS") level of service, and where specified in this Agreement, Basic Life Support ("BLS") level of service for the time period July 1, 2019 through June 30, 2026. The EMS Agency may terminate this Agreement earlier if the County enters into a new 9-1-1 ambulance service provider contract at the conclusion of the competitive procurement for such services issued on January 11, 2024, **and** the successful bidder commences services before June 30, 2026.

2. Telehealth User Fees

In furtherance of pilot telehealth programs, Contractor may assess a User Fee at the Treat, Non-transport rate for referrals to telemedicine providers approved by the EMS Agency Director. This authorization will continue with its 9-1-1 ambulance services, whether as a pilot or as a permanent program.

Exhibit G definition of "Treat, Non-transport rate" shall be amended to read:

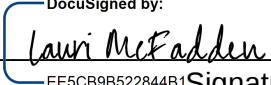
"* Treat, Non-transport rate applies to patients who receive a treatment intervention (such as 50% Dextrose) and subsequently refuse transport. Assessment (vital signs, EKG, etc.) does not constitute treatment interventions. The Treat, Non-Transport rate also applies to patients who receive treatment via referral to EMS Agency Director-approved telehealth providers under Contractor's pilot or permanent telehealth program."

3. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement, are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF BERKELEY

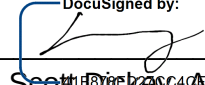
By:  DocuSigned by:
EE5CB9B522844B1 Signature

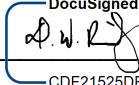
Name: Lauri McFadden

Title: EMS Director, Alameda County

Date: 6/17/2024

Approved as to Form:
DONNA R. ZIEGLER, County Counsel

By:  DocuSigned by:
K. Scott Dickey, Assistant County Counsel

By:  DocuSigned by:
CDF21525DE0384 Signature

Name: Dee Williams-Ridley

Title: City Manager

Date: 6/17/2024

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.