

FIRST AMENDMENT TO AGREEMENT

This First Amendment (First Amendment) to the Emergency Medical Services Ambulance Transport Provider Agreement (Agreement) is made by the County of Alameda (County) and Falck Northern California Corp. (Contractor) with respect to that certain agreement made and entered into on October 1, 2018, under which Contractor provides EMS ambulance transport to the County.

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. Term

Section 2.1 of the Agreement grants the EMS Agency authority to unilaterally extend the Agreement for up to an additional 24 months. The term of the Agreement, currently set from October 1, 2018 to June 30, 2024, is hereby extended to June 30, 2026. The Parties may shorten this term at any time by mutual agreement in writing. The Contractor shall not withhold agreement to shorten the term if the new termination date is on or after April 1, 2026 and the following provisions have been met:

- Request for Proposal (RFP) based on EMS System Redesign Workgroup recommendations has been released by the EMS Agency,
- Procurement under that RFP has been successfully completed, and
- Shortening the 24-month period will still allow the successful bidder adequate ramp-up and implementation time as determined in the sole discretion of the Alameda County EMS Agency Director

2. Vehicle Maintenance

Section 5.4.5. subsection c. is amended to read:

“Contractor shall replace or remount emergency ambulance and supervisor response vehicles at Contractor’s sole expense at or before the time each vehicle reaches 350,000 miles unless otherwise agreed to and authorized by the Alameda County EMS Agency Director; provided, however that such vehicles shall not be required to be replaced or remounted if the term is shortened pursuant to Section 1 above.”

3. Telehealth User Fees

In furtherance of Contractor’s pilot telehealth program, 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 as long as Contractor maintains a telehealth program in connection with its 9-1-1 Ambulance Services, whether as a pilot or as a permanent program.

Exhibit B 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."

4. Attached hereto is Exhibit B-1, a current schedule of Contractor's User Fees. Contractor shall be eligible for future rate increases during the extended term in accordance with the Agreement.
5. Attached hereto is Exhibit E-1, a current certification of minimum insurance requirements.
6. Attached hereto is Exhibit F-1, a current Debarment and Suspension Certificate executed by Contractor.

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

FALCK NORTHERN CALIFORNIA CORP.

By: 
Signature

By: 
Signature

Name: Nate Miley

Name: Troy M. Hagen

Title: President, Board of Supervisors

Title: VP, Falck Northern California

Date: 10/5/2023

Date: 9/15/2023

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

By: 
K. Scott Dickey, Assistant County Counsel

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.