

THIRD AMENDMENT TO AGREEMENT

THIS Third AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 23rd day of August, 2022, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and K.W.P.H. Enterprises a California Corporation, doing business as AMERICAN AMBULANCE, whose address is 2911 E Tulare St. Fresno, CA 93721 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 17-218, dated May 16, 2017 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide emergency ambulance services to COUNTY; and

WHEREAS COUNTY's local emergency medical services agency ("EMS Agency") duly established the Fresno County Emergency Medical Services Exclusive Operating Area for the exclusive provision of emergency ambulance services; and

WHEREAS, the Agreement was amended for the first time on October 20, 2020, identified as County Agreement 17-218-1; and

WHEREAS, the Agreement was amended for the second time on June 08, 2021, identified as County Agreement 17-218-2; and

WHEREAS, on June 13, 2022 CONTRACTOR submitted to the COUNTY's EMS Agency Director a written request to adjust user fee rates primarily due to a proposed increase in wages for EMTs and paramedics to remain competitive and increase employee retention in the tight labor market with EMS workers; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to raise the user fees charged for emergency ambulance services.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That the existing County Agreement No. 17-218, Page Sixty-Seven (67), beginning with Paragraph One (1), Line Five (5) with the word "The" and ending on Line Eighteen (18) with the word "minutes", be deleted and the following inserted in its place:

1 "The maximum allowable fees that Contractor may charge patients for
2 services under the Agreement are limited to the following fees.

3	a. BLS Rate	.....	\$1,234.00
4	b. BLS Emergency Base Rate	.....	\$1,974.00
5	c. ALS1 Base Rate	.....	\$1,481.00
6	d. ALS1 Emergency Base Rate	.....	\$2,344.00
7	e. ALS2 Base Rate	.....	\$2,736.25
8	f. Paramedic Intercept	.....	\$1,741.25
9	g. Critical Care Transport	.....	\$3,233.75
10	h. Mileage (rate per mile)	.....	\$49.00 per loaded mile
11	i. Non-Transport – ALS Treatment Fee	.....	\$500
12	j. Non-Transport – Ambulance Treatment Fee	.....	\$200
13	k. Stand-by rate (waiting with patient)	.....	\$40.00/15 minutes
14	l. Special Event Stand-by (dedicated unit)	.....	\$50.00/15 minutes"

15 2. That the existing County Agreement No. 17-218, Page One Hundred Three (103),
16 beginning with Paragraph One (1), Line Three (3) with the words "11. Insurance" and ending on Page
17 One Hundred Five (105), Line Six (6) with the word "better", be deleted and the following inserted in its
18 place:

19 "11. INSURANCE

20 With respect to performance and work under this Agreement, the Contractor shall
21 maintain and shall require all of its subcontractors to maintain in full force and effect insurance as
22 described below:

23 Without limiting the County's right to obtain indemnification from Contractor or any third
24 parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance
25 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement
26 or Joint Powers Agreement (JPA) throughout the term of the Agreement:

1 a. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
4 This policy shall be issued on a per occurrence basis. County may require specific coverages including
5 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
6 liability or any other liability insurance deemed necessary because of the nature of this contract.

7 b. Automobile Liability

8 Comprehensive Automobile Liability Insurance with limits of not less than One
9 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
10 include any auto used in connection with this Agreement.

11 c. Professional Liability

12 Professional Liability Insurance with limits of not less than One Million Dollars
13 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Contractor
14 agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years
15 following the termination of this Agreement, one or more policies of professional liability insurance with
16 limits of coverage as specified herein.

17 d. Worker's Compensation

18 A policy of Worker's Compensation insurance as may be required by the
19 California Labor Code.

20 e. Molestation

21 Sexual abuse / molestation liability insurance with limits of not less than One
22 Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate.
23 This policy shall be issued on a per occurrence basis.

24 f. Cyber Liability

25 Cyber liability insurance with limits of not less than Two Million Dollars
26 (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability
27 policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or
28 destruction of intangible property (including but not limited to information or data) that is in the care,

1 custody, or control of the Contractor. Definition of Cyber Risks. "Cyber Risks" include but are not
2 limited to (i) Security Breach, which may include Disclosure of Personal Information to an
3 Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under
4 [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv)
5 system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii)
6 failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of
7 intellectual property, including but not limited to infringement of copyright, trademark, and trade dress;
8 (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or
9 destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the
10 Contractor's obligations under this Agreement regarding electronic information, including Personal
11 Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network
12 security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory
13 fines and penalties related to the Contractor's obligations under this Agreement regarding electronic
14 information, including Personal Information; and (xxi) credit monitoring expenses.

15 g. Additional Requirements Relating to Insurance

16 Contractor shall obtain endorsements to the Commercial General Liability
17 insurance naming the County of Fresno, its officers, agents, and employees, individually and
18 collectively, as additional insured, but only insofar as the operations under this Agreement are
19 concerned. Such coverage for additional insured shall apply as primary insurance and any other
20 insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess
21 only and not contributing with insurance provided under Contractor's policies herein. This insurance
22 shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given
23 to County.

24 Contractor hereby waives its right to recover from County, its officers, agents,
25 and employees any amounts paid by the policy of worker's compensation insurance required by this
26 Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be
27 necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this
28 paragraph is effective whether or not Contractor obtains such an endorsement.

1 Within Thirty (30) days from the date Contractor signs and executes this
2 Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all
3 of the foregoing policies, as required herein, to the EMS Director, County of Fresno, Department of
4 Public Health – EMS Division, 1221 Fulton Street, Fresno, CA 93721, stating that such insurance
5 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
6 employees will not be responsible for any premiums on the policies; that such Commercial General
7 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
8 collectively, as additional insured, but only insofar as the operations under this Agreement are
9 concerned; that such coverage for additional insured shall apply as primary insurance and any other
10 insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be
11 excess only and not contributing with insurance provided under Contractor's policies herein; and that
12 this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance,
13 written notice given to County.

14 In the event Contractor fails to keep in effect at all times insurance coverage as
15 herein provided, the County may, in addition to other remedies it may have, suspend or terminate this
16 Agreement upon the occurrence of such event.

17 All policies shall be issued by admitted insurers licensed to do business in the
18 State of California, and such insurance shall be purchased from companies possessing a current A.M.
19 Best, Inc. rating of A FSC VII or better”

20 3. The parties agree that this Amendment may be executed by electronic signature as
21 provided in this section. An “electronic signature” means any symbol or process intended by an
22 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
23 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and
24 transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
25 affixed or attached to this Amendment (1) is deemed equivalent to a valid original handwritten
26 signature of the person signing this Amendment for all purposes, including but not limited to
27 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as
28 the valid original handwritten signature of that person. The provisions of this section satisfy the

1 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
2 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
3 signature represents that it has undertaken and satisfied the requirements of Government Code
4 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
5 upon that representation. This Amendment is not conditioned upon the parties conducting the
6 transactions under it by electronic means and either party may sign this Amendment with an original
7 handwritten signature.

8 4. The Parties agree that this Third Amendment is sufficient to amend the Agreement, as
9 previously amended, and that upon execution of this Third Amendment, the Agreement, First
10 Amendment, Second Amendment, and this Third Amendment together shall be considered the
11 Agreement.

12 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
13 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
14 in full force and effect.

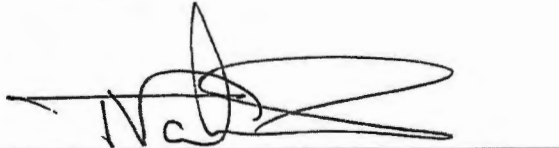
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EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

COUNTY OF FRESNO

K.W.P.H. Enterprises, dba American Ambulance



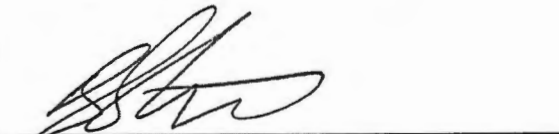
(Authorized Signature)



Brian Pacheco, Chairman of the Board of Supervisors of the County of Fresno

Todd Valeri, President/CEO

Print Name & Title



(Authorized Signature)

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Erik Peterson, Corporate Secretary

Print Name & Title
Chief Financial Officer or Corporate Secretary

By: 
Deputy

Mailing Address
2911 E. Tulare St
Fresno, CA 93721

FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56201695
Account: 7295