



Emergency Medical Services District

1000 San Leandro Blvd, Suite 200
San Leandro, CA 94577

Travis Kusman, MPH, EMS Director
Karl Sporer, MD, Medical Director
Main (510) 618-2050
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May 17, 2018

Mr. Jeff Kay, Interim City Manager
City of San Leandro
835 E.14th St.
San Leandro, CA 94577

Dear Mr. Kay,

Enclosed please find a revised Amendment to the Emergency Medical Services First Responder Advanced Life Support Services Agreement ("Agreement") between the County of Alameda and the City of San Leandro ("City"). This new document contains additional modified language developed in collaboration with members of the Alameda County Fire Chiefs Association.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Travis Kusman".

Travis Kusman, MPH, Paramedic
Director of Emergency Medical Services

Cc: David Rocha, Fire Chief, City of San Leandro

Enclosure

THIRD AMENDMENT TO AGREEMENT

This Third Amendment ("Amendment") to the Emergency Medical Services First Responder Advanced Life Support Services Agreement ("Agreement"), made and entered into on July 1, 2018, is made by the **County of Alameda** ("County") and the **City of San Leandro** ("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 1.5 of the Agreement, concerning Contractors with First Responder Advanced Life Support (FRALS) Units, shall be deleted.
2. Section 1.6 of the Agreement shall be deleted and replaced with the following language:
 - 1.6 Contractor shall adequately deploy FRALS units to continually meet the Performance Standards stipulated in Section 5 of the Agreement. In Section 1.7 of the Agreement, the reference to "Title 22 CCR Section 100167" shall be amended to read "Title 22 CCR Section 100168".
3. In Section 1.7 of the Agreement, the reference to "Section 1791.201" shall be amended to read "Section 1797.201".
4. Section 2.1 of the Agreement, concerning the term, shall be deleted and replaced with the following language:
 - 2.1 The term of the agreement shall be November 1, 2011 through June 30, 2019.
5. Section 4.2 of the Agreement, concerning receiving maximum subsidy, shall be deleted and replaced with the following language:
 - 4.2 Contractor agrees that FRALS service shall be provided 24 hours a day, 7 days a week.
6. Section 4.3 of the Agreement, concerning Intermittant or Rotational Service Interruption, shall be deleted.
7. Section 11 of the Agreement, concerning Contractor Support, shall be deleted.
8. Section 14.1 of the Agreement, concerning Penalty Provisions, shall be deleted.
9. In Section 14.2 of the Agreement, the sentence "Penalties shall be withheld by County from FRALS support funds." shall be deleted.
10. In Section 14.2 subsection b. first bullet point of the Agreement, the sentence "If compliance falls below ninety percent (90%) the subsidy will be reduced by 10% for the next month." shall be deleted.
11. Section 14.2 subsection b. second bullet point of the Agreement, concerning Response Time Penalty, shall be deleted and replaced with the following language:
 - If Response Time compliance drops below 90% for any response time Category in any calendar month, Contractor shall develop and implement a performance improvement plan. Should response time compliance drop below 90% for a second month within the subsequent 11 month period, contractor shall submit for approval with its monthly compliance report a performance

improvement plan acceptable to the EMS Director, and shall implement that plan. The performance improvement plan shall identify each problem that led to the delayed response(s) and the step(s) to be implemented to correct each deficiency. A third month of failure to meet the 90% response time compliance requirement within any 12 month period shall require the City's authorized signatory to this Agreement to provide prompt written assurances of performance and a corresponding plan acceptable to the EMS Director to correct the deficiencies in Contractor's performance within ten (10) days of notice from County EMS. Further, Contractor shall comply fully in implementing corrective actions in collaboration with and approved by the EMS Director. City's failure to provide such written assurances within the required time and/or diligently commence and perform in accordance with the written plan is a material breach of this Agreement. Further, four or more months of failure to meet the 90% response time requirement within any 12 month period constitutes material breach of this Agreement

12. Section 14.2 subsection d. of the Agreement shall be deleted.
13. In Section 14.3, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay"
14. In Section 14.4, the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay"
15. In Section 14.5, the language reading "Contractor's subsidy may be reduced by" shall be deleted and replaced with: "Contractor may be assessed"
16. In Section 14.6 subsection a., the language reading "Contractor's subsidy shall be reduced by" shall be deleted and replaced with the following language: "Contractor shall pay"
17. Section 14.8 subsection a. of the Agreement, concerning Payment of Penalties, shall be deleted and replaced with the following language:
 - a. County shall invoice Contractor monthly for penalties imposed under this Agreement. Penalties shall be paid to the COUNTY within thirty (30) days following the date of the County's invoice. The parties shall make a good faith effort to resolve any disputes within a 30-day period. If the parties are unable to mutually resolve the dispute within that 30-day period, the assessed penalties shall be paid.
18. In Section 17.19 of the Agreement, the reference to EXHIBIT F – REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION shall be deleted.
19. EXHIBIT E – FIRST RESPONDER SUPPORT/PAYMENT SCHEDULE shall be deleted.
20. EXHIBIT F – REPORT ON INTERMITTENT OR ROTATIONAL SERVICE INTERRUPTION shall be deleted
21. Except as expressly modified by this Third 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 Third Amendment to the Agreement on the date(s) referenced below.

COUNTY OF ALAMEDA

CITY OF SAN LEANDRO

By: _____
Signature

By: _____
Signature

Name: Wilma Chan

Name: Jeff Kay

Title: President of the Board of Supervisors

Title: Interim City Manager

Date: _____

Date: _____

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 Third Amendment in his/her authorized capacity and that by his/her signature on this Third Amendment, he/she or the entity upon behalf of which he/she acted, executed this Third Amendment.