

**AMENDMENT NO. 1 TO
NAPA COUNTY AGREEMENT NO. 220120B**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 220120B is made and entered into this _____ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter called "County" and AMERICAN MEDICAL RESPONSE WEST, DBA AMERICAN MEDICAL RESPONSE, whose mailing address is 841 Latour Court, Suite D. Napa, CA 94558 hereinafter called "Contractor". County and Contractor may be referred to below collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, on September 14, 2021, County and Contractor entered into Napa County Agreement No. 220120B, (hereinafter referred to as the "Agreement") for Contractor to provide emergency ambulance services within Napa County; and

WHEREAS, Paragraph 1.4 of the Agreement provides for a 5-year extension to the Agreement upon the mutual agreement of the Parties memorialized in writing; and

WHEREAS, the Parties wish to exercise Paragraph 1.4 and extend the original term for an additional term of 5 years; and

WHEREAS, the parties wish to implement mutually agreed-upon technical amendments and revisions to the original Agreement to update rates, clarify provisions, ensuring alignment with evolving operational needs and regulatory requirements. These revisions will take effect on January 1, 2026.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

TERMS

1. Paragraph 1.2 of the Agreement is amended to read in full as follows:

1.2 AGREEMENT TERM

This Agreement is effective on September 14, 2021. The services shall commence on December 31, 2021, at 23:59:59 hours Pacific Standard Time (PST) and its initial term shall end at 23:59:59 hours PST on December 31, 2026. Pursuant to Paragraph 1.4 of the Agreement, the second 5-year term has been exercised with services commencing at 00:00:00 hours PST on January 1, 2027, and ending at 23:59:59 hours PST on December 31, 2031.

2. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 4.1(A)(1)(c) of the Agreement is amended to read in full as follows:

c. CONTRACTOR shall deploy three (3) Quick Response Vehicles (QRVs) that will operate within the Exclusive Operating Area (EOA), 24 hours a day, 365 days a year. Two (2) of these QRVs will be strategically deployed to meet system demands throughout the EOA, while the third QRV will be stationed in Angwin to ensure adequate up-valley advanced life support (ALS) coverage.

3. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 5.1(B)(3) of the Agreement is amended to read in full as follows:

3. If requested by an authorized Public Safety Agency in Napa County, Contractor shall use commercially reasonable efforts to negotiate an agreement to provide and maintain a fully stocked basic life support (BLS) surge ambulance during the second 5-year term of this Agreement. The surge ambulance shall be used exclusively for emergency medical responses, as requested by the AMR supervisor or Napa Central Dispatch Center, and only with prior approval from the AMR supervisor, County's EMS Agency Administrator, Duty Officer, or an authorized AMR designee. All surge ambulance agreements with public safety agencies shall be submitted to the County's EMS Agency Administrator for review and final approval.

4. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 5.8(H) of the Agreement is amended to read in full as follows:

H. To enhance emergency response coverage in the Lake Berryessa area, Contractor will deploy a paramedic-staffed water rescue boat during peak lake activity, holidays and holiday weekends, from Memorial Day to Labor Day each year. Staffing and deployment of the paramedic resources will be deployed to ensure an immediate response to medical emergencies in the Lake Berryessa coverage area. Contractor may provide the rescue boat directly, or the boat may be provided through a public/private partnership agreement with an authorized Public Safety Agency in Napa County. Additionally, Contractor will adjust staffing levels in the Lake Berryessa area upon the request of the County's EMS Agency Administrator, based on increased resort activity and in coordination with Contractor.

5. From January 1, 2026, through the end of the Term of the Agreement, Paragraph 6.2(G)(1) of the Agreement is amended to read in full as follows:

1. Contractor shall employ and maintain a full-time (1.0 FTE) Community Engagement Specialist, shared with its REACH Air Medical Services program. This position will be responsible for coordinating and participating in community health education initiatives, including Hands-Only CPR, Stop the Bleed, water safety, DUI prevention, and injury prevention. Outreach efforts will prioritize addressing the unique needs of vulnerable, underserved, and under-resourced populations within the service area. Additionally, the Community Engagement Specialist will serve as the primary liaison for AMR Napa's special events, standbys, and programs aimed at increasing public access to and awareness of EMS services in Napa County.

6. From January 1, 2026, through the end of the Term of the Agreement, new Paragraph 7.8(G) is added to the Agreement to read in full as follows:

G. Contractor shall file a request for each desired clinical performance correction or exception on a monthly basis with the EMS Agency via the FirstWatch - FirstPass system within fifteen (15) business days from the end of the compliance period. Such requests shall list the date, the time, and the specific circumstances leading to the need for correction or exception. County's EMS Agency Administrator, EMS Medical Director, or their designee shall grant or deny corrections to performance standards and shall so

advise the Contractor. County's EMS Agency Administrator, EMS Medical Director, or their designee will respond to time correction requests utilizing the FirstWatch - FirstPass.

7. From January 1, 2026, through the end of the Term of the Agreement, the definition of "Unusual System Overload" in Exhibit 1 to the Agreement is amended to read in full as follows:

Unusual System Overload - Unusual system overload (USO) is defined as a situation that could not have been predicted, based upon historical call volume data from the previous calendar year. USO events occur when the call in question has pushed the call volume for that hour of day and day of the week to greater than 200% of the average demand for that hour of day and day of the week and when no less than 66.6% of scheduled emergency ambulances, within the current system status management plan, are otherwise occupied by contracted ambulance operations, e.g., Priority 1 – 4 calls. Extended delays at hospitals for transferring patients to receiving facility personnel will not be a criterion for potential Good Cause exemptions. Units are considered available twenty (20) minutes after arriving to their destination. In cases where a unit is transporting to a location greater than thirty (30) miles from the closest County line, the unit will become available upon its return to Napa County. In events where there are prolonged delays in returning to the County, documentation demonstrating the reason for the delay may be requested to assist Napa County EMS in determining whether an exemption is granted. Units conducting non-contracted business, e.g., basic life support (BLS) and critical care transport (CCT) interfacility transfers (IFT's), special event standby, etc., are the option and business of Contractor and will not be considered a criterion for Good Cause exemption. The average demand is to be calculated on an annual basis using prior calendar year's data.

8. From January 1, 2026, through the end of the Term of the Agreement, the following table is added to Exhibit 2 of the Agreement regarding Contractor's User Charges:

Contractor shall be entitled to charge the following:

Contractor's User Charges – 9-1-1 System	Effective 01/01/2026
Emergency Ambulance Base Rate	\$4,971.75
Oxygen	\$290.31
Mileage	\$160.91
EKG Monitor 12 Lead	\$157.15
Universal Precautions	\$248.84
Clinical Care EMS Technology Fee	\$2.50
Treat, Non-Transport Rate	\$988.71

9. From January 1, 2026, through the end of the Term of the Agreement, Exhibit 6 of the Agreement is amended to read in full as follows:

Clinical Measure	
CARDIAC-1	ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases
HYP-1	Treatment of Hypoglycemia on Measured BGL <60 mg/dL
STEMI-1	12-Lead ECG Performed on Suspected Cardiac Patients
STEMI-3	Aspirin Administration for Suspected STEMI
STROKE-2	Last Known Well Time (LKWT) documented for Suspected Stroke
STROKE-3	Blood Glucose Level Obtained for Suspected Stroke
STROKE-4	Pre-Arrival Stroke Alert on Patients with a Positive Stroke Screen

Clinical Liquidated Damage:

The chart below represents the baseline metrics set for each Clinical Performance Standard established for compliance as part of the Agreement. These metrics were established through a collaborative process with final approval by County's EMS Agency Medical Director. Indicator specification sheets on file with the County's EMS Agency.

Clinical Metric, with Liquidated Damages						
Metric		Benchmark	Level 1 Under-performance	Damages Assessed	Level 2 Under-performance	Damages Assessed
CARDIAC-1	ETCO2 Measured on All Non-Traumatic Cardiac Arrest Cases	85%	75% - 84.9%	\$1,500	< 75%	\$3,000
HYP-1	Treatment of Hypoglycemia on Measured BGL <60 mg/dL	90%	80% - 89.9%	\$1,500	< 80%	\$3,000
STEMI-1	12-Lead ECG Performed on Suspected Cardiac Patients	90%	80% - 89.9%	\$1,500	< 80%	\$3,000
STEMI-3	Aspirin Administration for Suspected STEMI	95%	85% - 94.9%	\$1,500	< 85%	\$3,000
STROKE-2	Last Known Well Time (LKWT) For Suspected Stroke	85%	75% - 84.9%	\$1,500	< 75%	\$3,000
STROKE-3	Blood Glucose Level Obtained for Suspected Stroke	90%	80% - 89.9%	\$1,500	< 80%	\$3,000
STROKE-4	Pre-Arrival Stroke Alert on Patients with a Positive Stroke Screen	85%	75% - 84.9%	\$1,500	< 75%	\$3,000

10. This Amendment No. 1 represents all the changes to the Agreement agreed to by the parties. No other enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

11. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by the County, acting by and through the Chair of the Board of Supervisors, and by the Contractor through its duly authorized officer(s).

AMERICAN MEDICAL RESPONSE WEST

DocuSigned by:
Sean Russell 11/6/2025
 By SEAN RUSSELL
 GMR Pacific Region, President

DocuSigned by:
Thomas Wagner 11/6/2025
 By THOMAS WAGNER National President
 GMR Pacific Region, ~~Chief Executive Officer~~

NAPA COUNTY, a political subdivision of
 the State of California

By _____
 ANNE COTTRELL, Chair of the Board of
 Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Deputy County Counsel Date: <u>September 22, 2025</u> PL Doc. No. 139136	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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