AMENDMENT TO THE AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST FOR MEDICAL AND NON-MEDICAL TRANSPORTATION OF SELECTED PATIENTS

THIS AGREEMENT, entered into this _____ day of

______, 20_____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and AMERICAN MEDICAL RESPONSE WEST (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on November 2, 1999, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of Medical and Non-Medical Transportation of Selected patients by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend the Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original

Agreement Paragraph 6 is hereby amended to read as follows:

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

i. termination of this Agreement;

ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS(\$2,500) per violation;

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse." Agreement Paragraph 10 is hereby amended to read as follows:

10. Compliance with Applicable Laws

A. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

B. Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require Subcontractor to abide by the requirements of this section.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section.

Schedule B.II.A.1.b. is amended to read as follows:

b. Response Time Requirements

Response time requirements related to any patient managed within County's 9-1-1 emergency ambulance system shall be those for that system according to the written agreement between County and Contractor. For patients not managed within County's 9-1-1 emergency ambulance system, Contractor shall meet response time requirements of these patients as specified in the two (2) zones listed below. Failure of Contractor to consistently and substantially meet the required response times may constitute a breach of contract as

determined by County. If County determines that Contractor has consistently failed to meet the response times and is, thus, in breach, County shall notify Contractor of the deficiency as is set forth in this Agreement. The response time shall be calculated from the time that the request is made to Contractor to the time that the vehicle arrives at the patient's location:

Forty-five Minute Response Zone: An on-time Priority Two or Three response for any patient within this zone shall be forty-five (45)minutes or less. This zone will include the incorporated and unincorporated portions within and adjacent to Daly City, Brisbane, Pacifica, Colma, San Bruno, Millbrae, Burlingame, San Mateo, Hillsborough, Foster City, Belmont, San Carlos, Redwood City, Atherton, Menlo Park, East Palo Alto, San Francisco International Airport, and all areas along or east of Interstate 280.

Sixty (60) Minute Response Time: An on-time Priority Two or Three response for any patient within this zone shall be sixty (60) minutes or less. This zone shall include all areas not included in the forty-five (45) minute response zone above.

Schedule B.II.B.1 is hereby amended to read as follows:

1. After receiving prior authorization, Contractor shall provide transport of certain medically stable patients from San Mateo County General Hospital and its clinics to other health care facilities and other discharge destinations and shall transport non-urgent patients to San Mateo County General Hospital from other inpatient facilities operated by County. In the event that a patient needs a higher level of medical care than can be provided by EMT-I personnel, Contractor shall transport that patient using an ambulance and personnel meeting the specifications of the Health Services Agency Director or her authorized representative.

Schedule B.II.B.2 is hereby amended to read as follows:

2. Required Response Times

If the transport distance is expected to be 25 miles or less, and the transport is pre-scheduled at least eight (8) hours in advance, Contractor shall provide an on-time response. This on-time response means that Contractor's vehicle must arrive at the patient's location within fifteen (15) minutes of the pre-scheduled time.

If the transport distance is expected to be more than 25 miles, and the transport is pre-scheduled at least twelve (12 hours in advance), Contractor shall provide an on-time response as described in the paragraph above.

If the transport has not been pre-scheduled as described above, the ambulance must arrive within three (3) hours of the requested time. Transports shall be scheduled by County staff. Failure of Contractor to consistently meet the required response times may constitute a breach of contract as determined by County

Schedule B.III.B.2 is hereby amended to read as follows:

2. Summary Reports

Contractor shall make annual summary reports to County. These reports shall be submitted by Contractor to the Emergency Medical Services Administrator. Supplying to County false or misleading information or supplying information so incomplete as to effectively mislead or falsification of data supplied to County during the course of operations, including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data, or falsification or deliberate omission of any other data required under this Agreement shall constitute a breach of contract. The reports shall include, but are not limited to, the following information:

- a. For each service category, every transport occurring within the reporting period to include the date of transport, patient's name, payer category, location from which patient was transported, destination, time of dispatch, time of arrival at the patient's location, time of arrival at the destination attendants, and amount billed (if any).
- b. List of all EMTs and other attendants employed to include their names, certification status, employment dates, and verification of specialized training.

Schedule B.IV.A.1. is hereby amended to read as follows:

A. County shall pay Contractor an annual subside of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for all mental health transports set forth in Schedule B.II.A. of this Agreement who have no federal, state or private health program coverage and are unable to pay privately for services. Such subsidy shall be paid by County to Contractor in equal monthly installments.

County shall deduct financial penalties for late court appearances pursuant to Schedule B.II.A.3.c. from the subsidy paid to Contractor.

Schedule B.IV.B. is hereby amended to read as follows:

B. Authorized Interfacility Transfers (Section II.C.)

Contractor shall identify and bill applicable third party payers for authorized interfacility transfers. Contractor may directly bill patients who are not

members of the County's Well Program and do not have a third party payer. For patients transported by an emergency ambulance with personnel meeting the specifications set forth in the Agreement for Countywide Emergency Ambulance Service, Contractor may bill patients or applicable third party payers at its standard rates as specified in that Agreement. For transports by an EMT-I staffed ambulance, Contractor may bill patients or an applicable third party payer at its BLS rates set forth on the attachment hereto.

1. The Contractor may bill the County for the below listed authorized transports. The patient type (a., b., c below) will be identified by the hospital at the time the hospital requests the service. The hospital will fax a completed Referral Authorization to Contractor at the time the hospital requests the service. Invoices for these patients will be submitted to the County monthly for reimbursement. Contractor is not obligated to bill for these services to other agencies when they fall under the Hospital's payment responsibility. The patient types include the following patient transports:

- a. The transfer of a member of the County's Well Program from San Mateo County General Hospital.
- b. The transfer of a patient who is part of Medicare or Medi-Cal and is an in-patient transported for diagnostic purposes, a long-term care patient in San Mateo County General Hospital who falls under the prospective payment guidelines or a patient that does not meet the applicable guideline for medical necessity ambulance transportation.
- c. The transfer of a patient who is indigent or has not means to pay for his/her transportation service.
- 2. The following patients are also billable to the County and will be identified after Contractor has completed three billing cycles totaling not less than ninety (90) days.
 - a. A patient who is privately insured but his/her insurance carrier denies the claims for services.
 - b. A patients who is covered by Medicare or Medi-Cal but the governmental payer determines the services do not meet Medical Necessity for Ambulance transportation.
 - c. A patients who is considered self pay but after 90 days of billing cycles, Contractor has not received payment for the services provided.
- 3. The billing for all authorized interfacility transfers shall be to a maximum of SIXTY-EIGHT THOUSAND DOLLARS (\$68,000) per year for the term of this Agreement. Contractor shall establish and follow a written procedure consistent with the foregoing to identify such indigent patients and to identify non-covered services. Such procedure shall be submitted to County for approval, which approval

shall not be unreasonably withheld. For patients transported by an ambulance and personnel meeting the specifications set forth in this Agreement, Contractor may bill County according to the rate schedule attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.

3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES that the Agreement of November 2, 1999, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By:

President, Board of Supervisors

Date:

ATTEST:

Clerk of Said Board

AMERICAN MEDICAL RESPONSE WEST A CALIFORNIA CORPORATION

us Louis K. Meyer

Vice President & Secretary

Date:_

By:

Timothy J. Dorn Vice President & Assistant Secretary

Date:

AMK

P.03/05

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

Vendor Identification
Name of Contractor: American Medical Response
Contact Person: John Odle
Address: 1616 ROLLINS Rd
Burlingame, CA 94010
Phone Number: <u>650-652-5328</u> Fax Number: <u>650-259-616</u>
ll Employees
Does the Contractor have any employees? X Yes No
Does the Contractor provide benefits to spouses of employees? <u>X</u> Yes <u>No</u>
If the answer to one or both of the above is no, please skip to Section IV.
III Equal Benefits Compliance (Check one)
 Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).
IV Declaration
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.
Executed thisday of, 20at,,,,, (State)
Signature John Odle Name (Please Print)
Our of Operations 04-314788 (
Title Contractor Tax Identification Number

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PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE MIMS INTERNATIONAL, LTD. HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR							
TOWSON MD 21204							
Phone: 410-296-1500 Fax: 410-296-1741 INSURER A: AMERICAN HOME ASSURANCE CO							
			INSURER B:				
	AMERICAN ME	DICAL RESPONSE, INC DICAL RESPONSE WEST	INSURER C:				
	41300 Chris Fremont CA	ty Street 94537-7780	INSURER D:				
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COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
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COUNTY OF SAN MATEO EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL HEALTH SERVICES AGENCY 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE							
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					MED EXP (Any one person)	\$ 50,00	
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AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this ______ day of ______, 20_____, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and AMERICAN MEDICAL RESPONSE WEST (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, on September 15, 1998, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of Countywide Advanced Life Support First Response and Emergency Ambulance Service by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend the Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Paragraph 3.C. of the Agreement is hereby amended to read as follows.

3. Payments

3

C. The Contractor shall be entitled to charge patients for the services rendered according to the patient fee schedules included in Schedule B. Contractor is entitled to increases in patient fee schedules on an annual basis after January 1, 2002, in amounts that will provide Contractor with increases in the patient fee schedule sufficient to adjust for inflation, provided such fee increases do not exceed increases in the "Consumer Price Index All Urban Consumers San Francisco-Oakland-San Jose" -("Bay Area CPI") cost index increases for the previous year , calculated using the formula

hereinafter set forth. The user fees specified herein may be increased annually to adjust for inflation on the anniversary date of the agreement (January 1) using the Bay Area CPI. To ensure the adjustment is in place on January 1st of each year, the parties agree to use the Bay Area CPI index for the twelve month period ending October of each year. The Bay Area CPI index inflation rate shall be adjusted to compensate for the Contractor's collection rate by utilizing the average of the Contractor's collection rates, for services performed under this Agreement, identified in the most recent four (4) quarterly system statements (see Schedule B.I.E.5.d. page 30).

Formula: Bay Area CPI index divided by the average collection rate described above equals "Net" CPI adjustment. Example: If the Bay Area CPI inflation rate increases 2%, and Contractor's average collection rate is 50%, the Net CPI inflation rate adjustment shall equal 4%.

County recognizes the health care industry is changing its financial and reimbursement methodologies (i.e. moving away from fee-for-service and toward such alternative mechanisms as capitation rates.) The County shall be notified of such alternative reimbursement methodologies employed by Contractor and reserve the right to disapprove in advance methodologies which it finds would result in extraordinary cost shifting.

Subcontractor shall not be entitled to charge patients for any services rendered under the Subcontract or this Agreement.

Paragraph 7 of the Agreement is hereby amended to read as follows:

7. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

i. termination of this Agreement;

ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;

iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS(\$2,500) per violation;

iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

i. examine Contractor's employment records with respect to compliance with this paragraph;

ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Paragraph 12 of the Agreement is hereby amended to read as follows:

12. Compliance with Applicable Laws

A. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

B. Privacy Compliance

During the term of this Agreement, each party may receive from the other party, or may receive or create on behalf of the other party, certain confidential health or medical information ("Protected Health Information" or "PHI," as further defined below). This PHI is subject to protection under state and/or federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and each party specifically agrees to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law. Without limiting the generality of the foregoing, each party agrees that it shall have in place all policies and procedures required to comply with HIPAA and the HIPAA Regulations prior to the date on which such compliance is required. Contractor shall require Subcontractor to abide by the requirements of this section.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. This section shall be interpreted in a manner consistent with HIPAA, the HIPAA Regulations and other state or federal laws applicable to PHI.

Each party agrees to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all damages suffered by the indemnified party and all liability to third parties arising from any breach of this section.

Schedule B.I.D.1.b. is hereby amended to read as follows:

b. EMS Clinical Coordinator

County will identify a Clinical Coordinator. This individual shall be a registered nurse who will have primary responsibility for providing clinical oversight for all services rendered under this Agreement including those services provided by Contractor and Subcontractor. The Clinical Coordinator will work closely with the County EMS Medical Director and with the Contractor's Clinical Education and Quality Improvement Coordinator. The following will reflect the responsibilities of the Clinical Coordinator functions including services that will be provided for Contractor:

• Investigate all clinical incidents pursuant to Contractor's QA/QI plan and provide a written response on each incident to the reporting party and other appropriate entities

- Be an active member of the Quality Leadership Council
- Review and evaluate Contractor's quality improvement plan annually and make written recommendations as needed
- Provide consultation to Contractor's Clinical Education and QA/QI Coordinator relative to QA/QI activities, paramedic performance proficiencies, and clinical educational matters
- Communicate as needed with Contractor's and Subcontractor's clinical field supervisors

- Determine paramedic training needs using a variety of methods including, but not limited to, quality assurance audits and incident trends
- Be responsible for planning training programs for paramedic and EMT personnel and actively participate in clinical education programs
- Be responsible for planning and conducting quarterly field care audits
- Review and provide written comments on Contractor's quality assurance and quality improvement activities including, but not limited to, data points and analysis, clinical studies, and chart audit
- Ride along with field crews on a regular basis and provide written reports of observations to Contractor
- Provide clinical oversight to the SMCPSC and assist this center in developing a clinical quality improvement program
- Make recommendations regarding training programs for SMCPSC emergency medical dispatchers and provide classroom instruction on a regular basis
- Additional job requirements as jointly developed by Contractor and County

Schedule B.I.D.1.d. is hereby added to read as follows:

d. Reports

County EMS staff will develop and regularly produce mutually agreed upon reports to be generated from Contractor's EMS data system. These reports will be designed to measure the performance of prehospital personnel and the EMS system. Such reports will be maintained as confidential quality assurance documents to the full extent permitted by law.

Schedule B.I.D.1.e. is hereby added to read as follows:

e. Facilitation of Communication between Contractor and County

County EMS staff will facilitate communications between Contractor and County departments and divisions related to issues such as service levels, response times, billing, and required reports.

Schedule B.I.D.3.a. is amended to read as follows:

a. Contractor's Clinical Education and QA/QI Coordinator

Contractor will employ a full-time Clinical Educator QA/QI Coordinator responsible for all clinical QA/QI activities and training for all paramedic first responders, emergency ambulance paramedics and EMT-Is. This coordinator will be a paramedic or registered nurse with clinical expertise in prehospital medical care and have specialized training in QA/QI theory and practice. This coordinator will be the key clinical liaison to the San Mateo County EMS system, working with paramedic first response agencies and County committees to ensure system clinical excellence. This coordinator will be responsible for the coordination and execution of all clinical education/training programs. The coordinator will work closely with Contractor's physician medical director, County EMS Medical Director, County Clinical Coordinator, and with the Quality Leadership Council (QLC).

Schedule B.I.D.5.b. is hereby amended to read as follows:

b. San Mateo County EMS on the World Wide Web

County will design, implement, and maintain an Internet site that will be used by County, Contractor, and Subcontractors to communicate important and timely information to Contractor's and Subcontractor's personnel. Examples of this information will include EMS policies, procedures, and medical treatment protocols. The website will include a schedules of education/training opportunities, committee meetings, and public education events. This website should decrease Contractor's workload in keeping staff informed of changes within the San Mateo County EMS system.

Schedule B.III.B. is hereby amended to read as follows:

- B. Payments to County
 - 1. County Fee Increases

County may increase the fees listed in this section charged to Contractor annually beginning January 1, 2000, however, such increases may not exceed the CPI-Bay Area cost index increases for the previous year.

2. Dispatch Services

Contractor shall pay County for County's cost of emergency medical dispatch in the amount of \$545,000 per year. The County Department of Employee and Public Services will be responsible for invoicing the Contractor on a quarterly basis in July, October, January, and April of each year of the contract term. It is the responsibility of the Contractor to pay within 60 days of receipt of invoice beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. County warrants that the foregoing amount is not greater than its actual costs of providing such service.

Contractor will pay County, a one time payment of \$82,426, as Contractor's share of the cost to establish a back-up dispatch center to provide redundancy in the event that County's primary dispatch center becomes temporarily inoperable or unsafe. Contractor shall make this payment prior to May 31, 2003. County warrants that the foregoing amount is not greater than its actual cost's of providing such service.

3. Maintenance of Computer Aided Dispatch System (CAD)

Contractor will pay County \$42,000 per year for the cost of County's services provided to contractor for the maintenance of the PRC CAD at the SMCPSD. Contractor will pay equal monthly installments to County. Payments are due the last day of each month, beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. Contractor will pay for costs of CAD changes that exceed 40 hours of SMCPSC labor time per week or require an outside vendor as specified I.C.2.a.within 45 days of receipt of an invoice for such services. County warrants that the foregoing amount is not greater than its actual cost's of providing such service.

4. Radio System Maintenance

Contractor will pay County for actual costs for maintenance of EMS radio system (red and blue channels) which is \$83,104 per year. Contractor will pay equal monthly installments to County. Payments are due the last day of each month, beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. County warrants that the foregoing amount is not greater than its actual cost's of providing such service.

5. Oversight and Monitoring

Contractor shall pay County for EMS program staff for services rendered in Section I.D.1., in the amount of \$139,588. Contractor will pay the County in equal monthly installments. These payments are due the last day of each month, beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. Effective July 1, 2002 the base payment will be \$200,356. All other conditions in the paragraph above are unchanged. County warrants that this constitutes no more than its actual costs for such services.

6. Reports

Effective July 1, 2002 Contractor will pay \$20,000 annually for County's EMS program staff production of data system reports as specified in I.D.1.d. Contractor will pay the County in equal monthly installments. These payments are due the last day of each month. A late payment charge of five (5)% will be assessed monthly if no payment is received after the 60 days of receipt of the notification. County warrants that this constitutes no more than its actual costs for such services.

7. Facilitation of Communication between Contractor and County

Effective July 1, 2002 Contractor will pay \$10,000 annually in order to offset the County's cost for the increased staff time to ensure the facilitation of communications between Contractor and County as specified in I.E.1.e. Contractor will pay the County in equal monthly installments. These payments are due the last day of each month. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. County warrants that this constitutes no more than its actual costs for such services.

8. Website

Effective July 1,2002 Contractor will pay County \$30,000 annually for the design and maintenance of a website as specified in Schedule B.I.D.5.b. Contractor will pay the County in equal monthly installments. These payments are due the last day of each month. A late payment charge of five (5)% will be assessed monthly if no payment is received within 60 days of receipt of the notification. County warrants that this constitutes no more than its actual costs for such services.

Schedule B.III.C.2. is hereby amended to read as follows:

2. Maximum Patient Fee Schedule

Beginning September 1, 2002, the maximum average patient charge shall be \$1,151.04. The maximum patient fees charged by Contractor for services rendered under this Agreement shall be:

Base Rate	\$958.42
Mileage	18.21
Night	87.40
Oxygen	84.40

In addition to these maximum fees, Contractor may charge user fees sufficient to replace such medications and expendable supplies as were utilized for the patient. Contractor shall submit for approval a listing of specific supply charges to the EMS Agency by the effective date of this Agreement. Throughout the term of this Agreement, Contractor shall submit all revisions of the charge list for approval by the Director of Health Services prior to instituting new charges. Such approval shall not be unreasonably withheld.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. These amendments are hereby incorporated and made a part of the Original

Agreement and subject to all provisions therein.

2. All provisions of the Original Agreement shall be binding on all parties hereto.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES that the Agreement of September 15, 1998, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By:

President, Board of Supervisors

Date:

ATTEST:

Clerk of Said Board

AMERICAN MEDICAL RESPONSE WEST A CALIFORNIA CORPORATION

Louis K. Meyer

Vice President & Secretary

Date:

By:

Timothy J. Dorn Vice President & Assistant Secretary

Date:

SEP 12 '02 15:04 FR E		650 573 2029 TO AMR-SM ADMIN	т. Р.03/05
	COUNTY O	F SAN MATEO	
Equa	Benefits Comp	liance Declaration Form	
Vendor Identification			
Name of Contractor:	American	Medical Respons	e.
Contact Person:	John Odle		¥
Address:	1616 Rolli	NS RH	
		10, CA 94010	
Phone Number:	J	28 Fax Number: 650-259-	6161
Il Employees	· · · · · · · · · · · · · · · · · · ·		
Does the Contractor hav	e any employees?	X Yes No	
Does the Contractor pro	vide benefits to spo	uses of employees? \underline{X} Yes	No
·		above is no, please skip to Section IV.*	_
employees with spo	complies by offering uses and its employ	g equal benefits, as defined by Char rees with domestic partners. g a cash equivalent payment to eligi	

□ No, the Contractor does not comply.

The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this day of,	20at, (City)	(State)
XCE	John Odle	
Signature	Name (Please Prir	it)
Dir of Operations Title	04-314778 [Contractor Tax Identificati	on Number

							DATE (MM/DD/YY)	
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	X	CONTRACTUAL				PERSONAL & ADV INJURY	\$ 5,000,000	
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