

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, that Agreement was amended October 8, 2002; 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 Schedule B.III.B.5. of the Agreement is hereby amended to read as follows:

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 September 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.

Schedule B.III.B.6. of the Agreement is hereby amended to read as follows:

6. Reports

Effective September 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.

Schedule B.III.B.7. of the Agreement is hereby amended to read as follows:

7. Facilitation of Communication between Contractor and County

Effective September 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.

Schedule B.III.B.8. of the Agreement is hereby amended to read as follows:

8. Website

Effective September 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.

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

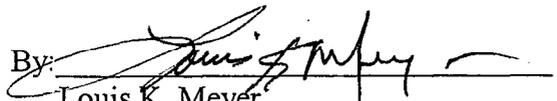
By: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

AMERICAN MEDICAL RESPONSE  
WEST  
A CALIFORNIA CORPORATION

By:   
Louis K. Meyer  
Vice President & Secretary

Date: 1-8-03

By:   
Timothy J. Dorn  
Vice President & Assistant Secretary

Date: 1-7-03

**ACORD CERTIFICATE OF LIABILITY INSURANCE** OP ID MW FRCAM-1 DATE (MM/DD/YY) 08/05/00

PRODUCER  
**MIMS INTERNATIONAL, LTD.**  
 901 DULANEY VALLEY RD # 610  
 TOWSON MD 21204  
 Phone: 410-296-1500 Fax: 410-296-1741

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

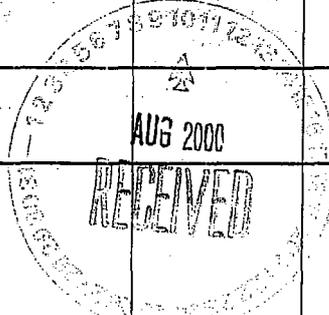
INSURED  
**AMERICAN MEDICAL RESPONSE, INC**  
**AMERICAN MEDICAL RESPONSE WEST**  
 41300 Christy Street  
 Fremont CA 94537-7780

INSURER A: **AMERICAN HOME ASSURANCE CO**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

**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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RMGL1737645	09/01/00	09/01/03	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 50,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL & ADV INJURY \$ 5,000,000
	<input type="checkbox"/> LIABILITY INCL.				GENERAL AGGREGATE \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY	RMCA5263335	09/01/00	09/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RMWC4066568	09/01/00	09/01/03	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 5,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 5,000,000				
					E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	OTHER	RMGL1737645	09/01/00	09/01/03	EACH OCC. 5,000,000
	PROFESSIONAL LIABILITY				AGGREGATE 10,000,000



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE LISTED AS ADDITIONAL INSURED. THE INSURANCE AFFORDED HEREIN TO THE COUNTY, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS SHALL BE PRIMARY INSURANCE. CONTRACTUAL LIABILITY AND CANCELLATION CLAUSE AS PER THE ATTACHED ENDORSEMENTS.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
COUNTY OF SAN MATEO HEALTH SERVICES AGENCY DEPARTMENT OF HEALTH SERVICES 225 WEST 37TH AVENUE SAN MATEO, CA 94403		SANMAT4	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			FELICIA M. BUSCEMI

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: American Medical Response
Contact Person: John Odle
Address: 1616 Rollins Rd
Burlingame, CA 94010
Phone Number: 650-652-5328 Fax Number: 650-259-6161

II Employees

Does the Contractor have any employees? [X] Yes \_\_\_ No
Does the Contractor provide benefits to spouses of employees? [X] Yes \_\_\_ No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- [X] 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 this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_ (City) \_\_\_ (State)

[Signature]
Signature
Dir. of Operations
Title

John Odle
Name (Please Print)
04-3147881
Contractor Tax Identification Number

