

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 mutual desire and intent of the parties hereto amend that Original Agreement; and

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is hereby amended to read as follows:

1. Schedule B, I.C.4.a. is amended to read as follows:

a. Ambulances

Contractor will maintain a reserve fleet consistent with Section I.C.5.b. of this Schedule. Should County require additional ambulances for a major incident or disaster response, Contractor will, to the best of its ability, provide them from its other Bay Area operations.

Contractor will provide County with vehicles that comply with all federal, state and County requirements, including federal KKK-C-1822 standards, Title 13, California Code of Regulations, and the California Vehicle Code. Contractor will remove ambulances from primary service under this Agreement at 200,000 miles and will remove ambulances completely from service under this Agreement at 250,000 miles. However, Contractor may submit a written request, to the Director of Health Services or her designee, for a waiver of the mileage limit for primary service ambulances

and to extend it up to 225,000 miles for a specific vehicle. Such request, shall be accompanied by a written current mechanical inspection of the vehicle performed by a mechanic approved by the Director of Health Services or her designee. Approval of the waiver shall be contingent on a review of this mechanical inspection to the satisfaction of the Director of Health Services or her designee. The waiver will be further contingent on the submission of monthly mechanical inspections by an approved mechanic demonstrating the vehicle's roadworthiness, safety status, and compliance with the mechanical specifications contained in the agreement.

Schedule B.I.C.4.e. is amended to read as follows:

e. Fleet Maintenance

Contractor will establish quality and safety maintenance standards that exceed industry and manufacturer standards. Contractor will track the history of each vehicle and make this information available to every mechanic providing service to the vehicles. Records of vehicle maintenance will be submitted to the County on an annual basis.

Contractor will use a fleet maintenance system to enter information on each ambulance daily and compile this information weekly. This information will be kept in electronic form and will be available to County upon request.

Ambulance maintenance will be performed to at least the following minimum standards.

- 1) Field personnel will inspect each ambulance vehicle daily according to a checklist approved by County.
- 2) At every 5,000-mile interval, Contractor will perform, and document, a systematic inspection of the vehicle including:

25 internal cab components	At the 5,000-mile interval, Contractor pays special attention to:
41 external cab and body components	• Radiator cooling system
Electrical system, both the primary and secondary redundant system, and alternators	• Starter motors
All front wheel components	• Water pumps
42 undercarriage and chassis components	• Rear end
All rear wheel components	• Drive train suspension
43 engine components	

- 3) For vehicles with less than 175,000 mileage, at every 15,000 miles Contractor will perform, and document, vehicle maintenance as stated below. For vehicles with more than 175,000 mileage, at every 10,000 miles Contractor will perform, and document, vehicle maintenance as stated below.

The 5,000-mile inspection and maintenance procedure described previously	During the 15,000-mile inspection (or 10,000-mile for vehicles with an excess of 175,000 miles) and maintenance, Contractor pays special attention to:
An additional intensive diagnostic engine inspection of 39 engine components	<ul style="list-style-type: none"> • Fuel filters, air cleaners, fan belts (replaced at 10,000 miles)
Maintenance work averaging 4.2 hours, not including the inspections	<ul style="list-style-type: none"> • Transmission fluid
	<ul style="list-style-type: none"> • Fuel injection system (checked every 10,000 miles)

4) On-call or on-duty mechanic

Contractor will staff an on-duty or on-call mechanic 24 hours per day, 7 days per week, 365 days per year, within the exclusive operating area. This mechanic will be accessible by pager and capable of immediately responding to provide on-demand vehicle maintenance.

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

1. This amendment is 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

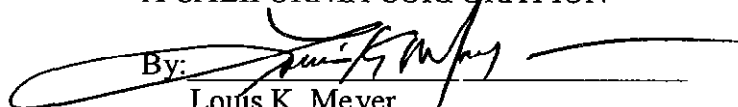
By: _____
President, Board of Supervisors

Date: _____


ATTEST:

Clerk of Said Board

AMERICAN MEDICAL RESPONSE
WEST
A CALIFORNIA CORPORATION

By: 
Louis K. Meyer
Vice President & Secretary

Date: 7-11-03

By: 
J. Dorn
Vice President & Assistant Secretary

Date: 7-11-03

Schedule H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations Sections 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- c. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- d. *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- e. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- f. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.