

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

THIS AMENDMENT, entered into this 1st day of January, 2005, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and American Medical Response West (hereinafter called "Contractor"),

W I T N E S S E T H:

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

WHEREAS, that Original Agreement was amended on October 2, 2002, and

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

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

12. Term of Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 1999 through March 31, 2005. This Agreement may be terminated by Contractor at any time upon one hundred twenty (120) days written notice to the County. County may terminate this Agreement, by giving Contractor thirty (30) days' written notice. Notwithstanding the foregoing, in the event the County enacts any new or amended policy, procedure or specification with Contractor is required to comply with pursuant to the terms of this Agreement, Contractor shall be entitled to terminate this Agreement on thirty (30) days notice in the event such new or amended policy, procedure or specification increases the Contractor's average per transport cost by more than 10%, as compared to Contractor's average per transport cost during the three (3) months period prior to such change.

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 but not limited to 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 but not limited to all monitoring and evaluation requirements, shall be applicable to all amendments herein.

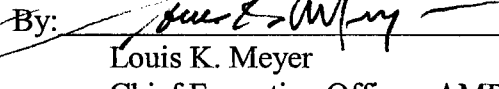
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, be amended accordingly.

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

AMERICAN MEDICAL RESPONSE

By: _____
Mark Church, President
Board of Supervisors, San Mateo County

By:  _____
Louis K. Meyer
Chief Executive Officer, AMR

Date: _____

Date: 11/5/04

ATTEST:

By: _____
Clerk of Said Board

Date: _____