

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

THIS AMENDMENT, entered into this _____ day of _____, 200_,
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 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 8, 2002, and on
December 14, 2004 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 December 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.

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 Medical Center and its clinics to other health care facilities and other discharge destinations and shall transport non-urgent patients to San Mateo Medical Center 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 Department Director or her authorized representative.

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.

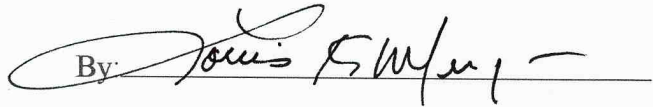
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement with Contractor, be amended accordingly.

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: _____
Richard S. Gordon, President
Board of Supervisors, San Mateo County

By:  _____

Date: _____

Date: 3/30/05 _____

ATTEST:

By: _____
Clerk of Said Board

Date: _____