

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, that Agreement included the option for two, two-year extensions at the sole discretion of the County; and

WHEREAS, the first of those extensions was executed in an amendment in January 2004 extending the Agreement through December 31, 2006; and

WHEREAS, County desires to extend the Agreement for the second two-year extension; and

WHEREAS, County desires to make the contract term consistent with the County's fiscal year; and

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

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

Section 14. of the Agreement is hereby amended to read as follows:

14. 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 June 30, 2009. However, if County reasonably determines that Contractor or Subcontractor has failed to comply with any of the provisions of this Agreement, County shall give written notice setting forth the specific deficiency, the required correction and a reasonable time period to correct the deficiency. If said deficiency is the result of Subcontractor's performance, Contractor shall within one (1) business day give written notification to Subcontractor. Upon County's determination that Contractor or Subcontractor has failed to timely cure the deficiency, County may either (a) terminate this Agreement upon 120 days written notice or (b) direct Contractor to terminate its Subcontract with the Subcontractor.

Schedule B.I.B.2.c. is amended to read as follows:

c. Paramedics

All paramedics will complete an eight (8) hour orientation, approved by Contractor and County, to the San Mateo County EMS system. All paramedics new to the San Mateo County EMS System will, after obtaining accreditation in San Mateo County and prior to being allowed to practice as a solo paramedic, successfully complete the field evaluation program of their respective employer. During this period, which may last up to six months, new paramedics shall practice ALS care only in the presence of another accredited San Mateo County paramedic. The minimum amount of time that new paramedics remain in this status will be based on the experience level of the individual paramedic according to the following:

1. For the paramedic new to the San Mateo County EMS System who has two years or more field clinical experience (4000 hours) as a paramedic responding to emergencies in another EMS System, a minimum of twenty (20) ALS patient contacts.
2. For the paramedic new to the San Mateo County EMS System who has less than two years and more than one year field clinical experience (2000 hours) as a paramedic responding to emergencies in another EMS System, a minimum of thirty (30) ALS patient contacts.
3. For the paramedic new to the San Mateo County EMS System who has less than one year field clinical experience (2000 hours) as a paramedic responding to emergencies in another EMS System, a minimum of two (2) months of normally scheduled shifts and a minimum of thirty (30) ALS patient contacts. Time lost to vacation,

sick or leave shall cause extension of this status until the minimum requirement is met.

4. ALS patient contacts documented for accreditation may not also be used for this purpose.

Contractor will maintain and make available to the EMS Agency in a timely manner, documentation that each new paramedic has reviewed discussed and understands each adult treatment protocol, pediatric protocol, ALS procedure and medication contained therein, and individual policy and procedure in the Operations section of the San Mateo County EMS Policy and Procedure manual. Each line item shall be signed or initialed by the new paramedic and counter-signed or initialed by their clinical evaluator. For the purposes of this section, "clinical evaluator" means Contractor's quality improvement coordinator, or Subcontractors' EMS Coordinators or their designees who shall be paramedics accredited to practice in San Mateo County. Documentation of this review will be maintained in each paramedic's clinical file and available for review by the EMS Agency.

For two months following successful completion of his/her field evaluation program and being released to independent duty by his/her clinical evaluator, one hundred percent (100%) of a new paramedic's prehospital care records (PCR) shall be reviewed for completeness, accuracy and appropriateness of care by a clinical evaluator. Documentation of PCR review will be maintained in the Contractor's file or Subcontractor's file on that paramedic and will be available for review by the EMS Agency.

Schedule B.I.C.3.d. is added to read as follows:

- d. Contractor shall ensure that its on-duty field supervisor is able to access the County's CAD from his/her supervisor vehicle.

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

Pursuant to Health and Safety Code § 1797.224, the County through its San Mateo County EMS Agency created an exclusive operating area that covers the entire jurisdictional area of the County of San Mateo, except for the City of South San Francisco. The only city that has rights to provide ALS transports pursuant to §1797.201 is the City of South San Francisco. No fire districts within the County of San Mateo have any rights under §1797.201.

Through a competitive process, Contractor has been awarded the exclusive rights to transport ALS patients through the entire exclusive operating area. It is understood that Contractor has subcontracts with Subcontractors and that Woodside Fire Protection District (WFPD) and Menlo Park Fire Protection District (MPFPD) are members of Subcontractor's JPA and the California

Department of Forestry (CDF) has a subcontract with Contractor. It is further understood that under the limited circumstances set forth below WFPD, MPFPD and CDF may transport certain patients as specified below. As further set forth below, WFPD, MPFD and CDF are providing such transports with the consent of Contractor and are not allowed to bill the patient. It is further understood transports by WFPD, MPFPD, or CDF do not confer any rights to either WFPD, MPFPD or CDF under §1979.201 and further that said transports have no effect whatsoever on the existence of the County's exclusive provider zone.

Woodside Fire Protection District (WFPD), California Department of Forestry and Fire Protection (CDF) , and Menlo Park Fire Protection District (MPFPD) Alternative Transport Vehicles (ATVs)

WFPD and CDF have non-ambulance rescue/transport vehicles and MPFPD has an ambulance that may be used as alternative transport vehicles in accordance with this section. Only the WFPD, CDF, and MPFPD may utilize ATVs for the transport of patients. These vehicles may only be used for patient transportation when the following conditions are met:

- It is staffed with at least one paramedic.
- It is equipped with the medical equipment and supplies as specified by the County for such a vehicle.
- Response Time Zones
 - Urban/suburban response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or basic life support ambulance, is greater than 20 minutes from the time of initial dispatch.
 - Rural or remote response time zone: The estimated time of arrival at the incident location of Contractor's closest ambulance, be it an advanced life support ambulance or basic life support ambulance, is greater than 30 minutes from the time of initial dispatch.
- No air ambulance is available to respond to the incident location with less than a 20 minute estimated time of arrival.
- The condition of the patient to be transported meets the following criteria:
 - Obstetrical emergencies with abnormal fetal presentation (leg, arm, buttocks), third trimester vaginal hemorrhage, prolapsed umbilical cord, or severely distressed neonate.
 - Patients meeting major trauma patient criteria specified in EMS policy who also:
 - Have penetrating trauma to the head, neck, trunk, or groin, and/or
 - Have significant hypotension (adults systolic blood pressure less than 90/children over 3 years systolic blood pressure less than 70), and/or

- Have a rapid respiratory rate (adults respiratory rate greater than 30 per minute/children under 3 years greater than 50 per minute/children over 3 years greater than 40 per minute), and/or
- Have slow respirations (adults less than 10/minute/children under 3 years less than 20 per minute/children over 3 years less than 16 per minute), and/or
- Are unable to follow simple commands.
- Non-trauma patients with
 - Inadequate ventilation and/or severe respiratory distress
 - Cardiac arrest
 - Profound shock with systolic blood pressure less than 90 systolic
 - Uncontrolled external hemorrhage
 - Severe allergic reaction with respiratory distress or cardiovascular compromise
 - Status epilepticus

In each case where the WFPD, CDF, or MPFPD paramedics determine that the above criteria are met and want to utilize a rescue/transport vehicle to transport the patient, the paramedics will immediately notify SMCPSC and SMCPSC will authorize the dispatch of the WFPD, CDF, or MPFPD ATV. SMCPSC will immediately notify Contractor's on-duty supervisor. The ambulance that was initially dispatched to the incident will continue responding to the incident until transport has either been initiated using the ATV, or until the responding ambulance has rendezvoused with the CDF rescue/transport vehicle.

The WFPD, CDF, or MPFPD will ensure that the EMS Agency administrator on-call is paged in each case in which an ATV is used to transport a patient within 1 hour following the close of the call.

WFPD, CDF, MPFPD, Subcontractor, and Contractor may not bill for transports provided by ATVs. Contractor, however, may bill the patient if a rendezvous occurs with either the WFPD, CDF, or MPFPD ATV and Contractor ultimately transports the patient.

No other entity than the WFPD, CDF, MPFPD shall be authorized to utilize such a rescue/transport vehicle for the purpose of patient transportation.

At the County's option, WFPD, CDF, or MPFPD use of these vehicles to perform transport services under this Agreement may be terminated, for repeated failure to adhere to the procedures outlined in this section. Within five (5) days of receipt of notice of County's intent to terminate these services, WFPD, CDF, or MPFPD may request a review panel to further determine whether the WFPD, CDF, or MPFPD failed to adhere to the procedures. The panel will consist of three (3) persons: one (1) representative of the

Contractor, one (1) representative of the San Mateo Prehospital Emergency Services Medical Group, and the Chair of the Emergency Medical Care Committee or his/her designee.

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

II. Response Time Standards, Zones, Penalties

This is a performance-based contract. Contractor will submit its ambulance deployment plan, also called the system status plan, to County. Such plan will include the number of staffed ambulances by time of day and day of week as well as the posting locations. Anytime Contractor plans to make changes to such system status plan that will result in a net decrease in monthly unit hours, Contractor must submit the plan for County's review at least 5 business days prior to implementing any such decrease. Contractor shall also notify the County EMS Administrator when it requests SMCPSC to make the technical modifications to the County CAD for such a system status plan change. The County EMS Administrator, SMCPSC Director, and Contractor's Chief Administrative Officer shall mutually agree upon an implementation plan, schedule and start date.

In the event that SMCPSC has not completed the technical modifications to the County CAD in accordance with the mutually agreed upon plan including the identified completion date, Contractor may request response time fine exemptions for those calls where there is evidence to substantiate Contractor's belief that implementation of the requested technical modifications to the County CAD would have resulted in the vehicle response being on time. These exemptions will be for good cause only, as reasonably determined by the County. The burden of proof that there is good cause for the exemption shall rest with the Contractor. The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in the exception report.

Financial penalties shall be levied for late responses and for failure to meet response time compliance standards. Fines will be assessed for late paramedic first responses (non-ambulance) and for late emergency ambulance responses. Contractor shall be responsible for paying County the financial penalties set forth in Section II.D.3., 4., and 5. below regardless of whether such penalties were the result of its actions or Subcontractor's actions. Fines will not be levied for ambulance responses into the City of South San Francisco nor for paramedic first responses (non-ambulance) at the San Francisco International Airport.

Contractor will be held accountable from the time of dispatch of the first assigned vehicle by SMCPSC, until the time that the first arriving vehicle notifies the dispatch center by radio (or other reliable method) that it is fully stopped at the location where

the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the crew fails to report their arrival on scene the time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the vehicle has already arrived at the scene shall be used as the arrival on scene time. Response times shall be in whole minutes with seconds.

A. Response Time Compliance Zones

There are five (5) separate response time compliance zones (see Attachment 6). Contractor must maintain monthly response time compliance of at least 90% in each of the five (5) zones for both paramedic first response vehicles and emergency ambulances. The zones consist of:

- Zone 1: Pacifica North, Pacifica south to Devil's Slide, Brisbane, Daly City, San Bruno, Colma.
- Zone 2: San Francisco International Airport, Burlingame, Millbrae, Hillsborough, San Mateo, Foster City, San Mateo Bridge.
- Zone 3: Belmont, San Carlos, Redwood Shores, Redwood City.
- Zone 4: Atherton, Menlo Park, East Palo Alto, Dumbarton Bridge (southern border is Santa Clara County line), Woodside, Portola Valley, Los Trancos (southern border is Santa Cruz, Santa Clara line).
- Zone 5: Coastside. Includes south of Zone 1 and west of 280 down to Woodside (southern border is Santa Cruz County line).

B. Response Time Area Standards

There are three (3) types of response time areas and there is some variation in the location of these areas for the paramedic first response compared to emergency ambulances (see Attachment 7). The areas are:

1. Paramedic First Responder

a. Urban/suburban:

- 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, Woodside, Portola Valley, Half Moon Bay, and Montara
- All areas along or east of Interstate 280, including Canada Road and Edgewood Road west of 280.
- Specific roads included in the urban/suburban area are: Tripp Road, Canada Road, Alpine Road east of Hwy 35 and Los Trancos Road

- Pescadero, including areas accessible by: Highway 1 from Pomponio State Beach south to Bean Hollow Road, Pescadero Road from Highway 1 to Loma Mar, North Street, Cloverdale Road to Canyon Road, Butano Cut Off, Bean Hollow Road
- Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek Road
- Areas along Highway 1 north of Devil's Slide
- Areas along Highway 92 east of Highway 1 to Ox Mountain
- San Francisco International Airport

b. Rural

- Areas not included in Urban/Suburban above, but which are accessible by any of the following roads:
 - Skyline Boulevard (Highway 35)
 - Highway 92 (between Interstate 280 and Ox Mountain)
 - La Honda Road (Highway 84) between Woodside Road and the town of La Honda, and Highway 1 to Bear Gulch Road
 - Highway 1 between Devil's Slide and Second Avenue Point Montara, Purisima Creek Road and Pomponio State Beach, and Bean Hollow Road and Gazos Creek Road.
 - Kings Mountain Road
 - Bear Gulch Road from Highway 35
 - Old La Honda Road
 - Higgins Purisima Road
 - Purisima Creek Road
 - Lobitos Creek Cutoff
 - Tunitas Creek to Lobitos Creek Road
 - Stage Road
 - Gazos Creek Road and Canyon Road

c. Remote

- Areas not included in Urban/Suburban or Rural above, but which are accessible by any of the following roads:
 - Highway 1 south of Gazos Creek Road
 - Pescadero Road between Loma Mar and Highway 84
 - Highway 84 from Bear Gulch Road to La Honda
 - Bear Gulch Road east from Highway 84
 - Pomponio Road
 - Areas along and south of Alpine Road from Pescadero Road to County Line
 - Lobitos Creek Road
 - Tunitas Creek east from Lobitos Creek Cutoff

- Swett Road
- Starr Hill Road

- Emergency Ambulance

a. Urban/suburban

- 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, Woodside, Portola Valley, Half Moon Bay, and Montara
- All areas along or east of Interstate 280, including Canada Road and Edgewood Road west of 280
- Specific roads included in the urban/suburban area are: Tripp Road, Canada Road, Alpine Road east of Hwy 35 and Los Trancos Road
- Areas along Highway 1 from Half Moon Bay north to Second Avenue Point Montara and South to Purisima Creek
- Areas along Highway 1 north of Devil's Slide
- Areas along Highway 92 east of Highway 1 to Ox Mountain
- San Francisco International Airport

b. Rural

- Areas not included in Urban/Suburban above, but which are accessible by any of the following roads:
 - Skyline Boulevard (Highway 35)
 - Highway 92 (between Interstate 280 and Ox Mountain)
 - La Honda Road (Highway 84) between Woodside Road and the town of La Honda, and Highway 1 to Bear Gulch Road
 - Highway 1 between Devil's Slide and Second Avenue Point Montara, Purisima Creek Road and Pescadero
 - Kings Mountain Road
 - Bear Gulch Road east from Highway 35
 - Old La Honda Road
 - Higgins Purisima Road
 - Purisima Creek Road
 - Lobitos Creek Cutoff
 - Tunitas Creek to Lobitos Creek Road
 - Stage Road from Highway 1 to Highway 84

c. Remote

- Areas not included in Urban/Suburban or Rural above, but which are

accessible by any of the following roads:

- Highway 1 south of Pescadero Road
- Pescadero Road and all areas south of Pescadero Road
- Highway 84 from Bear Gulch Road to La Honda
- Bear Gulch Road east from Highway 84 and west from Highway 35
- Pomponio Road
- Stage Road
- Areas along and south of Alpine Road from Pescadero Road to County Line
- Lobitos Creek Road
- Tunitas Creek east from Lobitos Creek Cutoff
- Swett Road
- Starr Hill Road

C. Response Times Standards

The paramedic first responder and emergency ambulance response time standards are:

Priority	Area	Paramedic First Responder	Emergency Ambulance
1	Urban/Suburban	06:59 Minutes	12:59 Minutes
1	Rural	11:59 Minutes	19:59 Minutes
1	Remote	21:59 Minutes	29:59 Minutes
3	Urban/Suburban	14:59 Minutes	22:59 Minutes
3	Rural	24:59 Minutes	59:59 Minutes
3	Remote	29:59 Minutes	59:59 Minutes

D. Response Time Measurement and Financial Penalties

1. Measurement of Response Time

The SMCPSC CAD data will be used to calculate response times. Calculation of response times shall begin at the time the following information, at a minimum, is transmitted to the vehicle crew:

- call priority
- exact address with Thomas Brothers Map coordinates or descriptive location such as building or landmark

A secondary voice broadcast will generally follow the initial broadcast, and may contain the following elements:

- chief complaint

- pertinent patient information
- status of first responders
- other events occurring at the scene of the call.

Due to the reliance on a paging system as a secondary tool for dispatching, and a measured delay in their alert time, Contractor will receive a twenty (20) second response time allowance for each dispatch episode.

Contractor has the authority to obtain reports from the paging vendor in order to ascertain the average paging delay. In the event that Contractor is unable to obtain such reports from the paging vendor, County will work collaboratively with Contractor to audit paging system performance internally by auditing tape recordings. In the event that the average paging delay exceeds one minute, County will attempt to cure the delay. If County is unable to cure the delay within a 60 day period, Contractor may renegotiate the twenty (20) second response time allowance with County.

The voice dispatch information will also be transmitted over the digital paging system. A study will be conducted jointly by Contractor and County to determine the variance between recorded dispatch time and completion of voice dispatch. Dependant upon the results, Contractor and County may renegotiate the 20 second response time allowance.

In the event that no ambulance is available at the time that the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available. The arrival on scene shall be identified as the time that the vehicle notifies the dispatch center after it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at a staging area. In all incidents where the crew fails to report their arrival on scene, the time of the next communication from the crew or other on-scene personnel to the dispatch center that indicates that the vehicle has already arrived at the scene shall be used as the arrival on scene time. A field supervisor's arrival on-scene will be counted for "stopping the clock" for paramedic first response but not for the ambulance. Response times shall be in whole minutes and seconds.

2. Applicable Calls

All calls that are designated as Priority 1 and Priority 3 are applicable to the response time standards above and ensuing fines for late response. Each incident shall be counted as a single paramedic first response and a single ambulance response regardless of the number of ambulances and other vehicles that were actually utilized. Only the first arriving paramedic first response vehicle, the paramedic supervisor and the first arriving ambulance's

times will be applicable. If a response is canceled, or downgraded to a lower priority, financial penalties may be assessed if response time standards are exceeded at the time of cancellation or downgrade. If a call is "upgraded" again, or there is more than one priority change in a given call, then Contractor is not subject to any financial penalties for that call, provided the upgrade or second change in priority does not occur after the passage of a response time penalty threshold.

In some cases, late responses will be exempted from financial penalties and from response time compliance reports. These exemptions will be for good cause only, as reasonably determined by the County. The burden of proof that there is good cause for the exemption shall rest with the Contractor. The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in the exception report. Good cause for an exemption may include, but is not limited to the following scenarios:

- a. Inaccurate dispatch information or practice when unedited dispatch records or tapes verify the following:
 - 1) dispatcher gave incorrect call priority, address, or Thomas Brothers Map coordinates that had a negative effect on response time
 - 2) incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point
 - 3) disrupted voice or data transmission
 - 4) failure to dispatch in accordance with system status plan in effect at the time of dispatch.
- b. inability to locate address due to non-existent or inaccurate address
- c. unavoidable delay caused by traffic congestion due to the incident to which the vehicle is responding when there is no reasonable alternate access to the incident
- d. weather conditions which impair visibility or create other unsafe driving conditions
- e. unavoidable delays caused by trains
- f. off-road or off-paved road locations. Performance will be measured from the time of dispatch to the time of the vehicle's arrival at the unpaved road.
- g. a declared state of emergency or disaster

Contractor must request each response time exemption on a monthly basis with the EMS Agency within 15 days of the end of the previous month.

3. Fine Structure

- a. The following basic penalties shall remain in effect for all responses until 2359 hours December 31, 2006.

The structure for assessed penalties shall be:

- For ambulance responses exceeding the response time standard, the fine will be \$7.50/minute to a maximum of \$350 per incident.
- For paramedic first responder responses exceeding the response time standards, the fine will be \$5.00 per minute to a maximum of \$150/incident.
- \$350 for any incident in which a basic life support ambulance responds to an incident, rather than an advanced life support ambulance, unless the incident is a declared multiple casualty incident and an advanced life support ambulance also responds.
- \$350 for any incident in which either the WFPD or the CDF initiates transport of a patient in accordance with Schedule B Section B.1.c.4 of this Agreement.”

b. Additional Penalties

For each calendar month, Contractor is required to maintain at least a 90% response time compliance for paramedic first response and ambulance response throughout the exclusive provider area. In order to encourage Contractor to maintain response time compliance in excess of this requirement, Contractor shall also pay the additional penalties set forth below if it fails to achieve a 95% compliance in each response zone. These additional penalties shall apply to both first responder and ambulance responses independently, and will be based upon the response time compliance within each zone as follows:

- 94-94.9% = 10% of the total penalty dollars assessed within that zone
- 93-93.9% = 15% of the total penalty dollars assessed within that zone
- 92-92.9% = 25 % of the total penalty dollars assessed within that zone
- 91-91.9% = 35% of the total penalty dollars assessed within that zone
- 90-90.9% = 50% of the total penalty dollars assessed within that zone
- <90% = 100% of the total penalty dollars assessed within that zone

4. Other Repercussions

If County determines that Contractor or Subcontractor has failed to consistently and substantially maintain a response compliance level as described in Section IV.A.1.a. County may:

- a. determine that there is a major breach as described in Section IV. of this Agreement, and/or
- b. direct Contractor to terminate its Subcontract with Subcontractor.

5. Payment of Fines

County will make final penalty determinations and inform the Contractor of the incidents and fines incurred on a monthly basis. Contractor shall pay County all fines within 45 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly if no payment is received after the 45 days of receipt of the notification.

6. Beginning at 0001 hours January 1, 2007 the following fine structure will become effective:

a. Basic Penalties

The structure for assessed penalties shall be:

- For ambulance responses exceeding the response time standard, the fine will be \$35 /minute to a maximum of \$750 per incident.
- For paramedic first responder responses exceeding the response time standards, the fine will be \$5.00 per minute to a maximum of \$300/incident.
- \$2,500 for any incident in which a basic life support ambulance transports a patient, rather than an advanced life support ambulance, unless the incident is a declared multiple casualty incident and an advanced life support ambulance has also responded.

b. Compliance with System Status Plan

Contractor's compliance with its ambulance deployment/system status plan most recently submitted to County shall be monitored for compliance. This compliance shall be based upon unit hours per month.

For the purposes of monitoring compliance with this section, the Contractor will submit a report to the County daily listing, by day, the unit hours scheduled for deployment and the unit hours actually deployed. A monthly report listing the system status plan unit hours and the actual unit hours for the month will be submitted with the response time compliance report for that same month. Compliance will be measured monthly. The following formula will be used: actual unit hours divided by the planned unit hours in the most current system status plan in percentage format.

Contractor shall be fined on a monthly basis for failure to maintain compliance with this plan as follows:

- 97-98% Compliance = \$1,000
- 95-96% Compliance = \$2,000
- 94-95% Compliance = \$3,000

93-94% Compliance = \$6,000
92-93% Compliance = \$8,000
91-92% Compliance = \$10,000
<91% Compliance = \$16,000
<81% Compliance = \$24,000

c. Additional Incentives

1. For each calendar month, Contractor shall also pay \$300 for every one-tenth percentage point below 90% compliance in each response zone.
2. For each calendar month, County shall forgive all Contractor's fines within each response time zone in which Contractor has a response time compliance of 95% or higher.

4. Other Repercussions

If County determines that Contractor or Subcontractor has failed to consistently and substantially maintain a response compliance level as described in Section IV.A.1.a. County may:

- a. determine that there is a major breach as described in Section IV. of this Agreement, and/or
- b. direct Contractor to terminate its Subcontract with Subcontractor.

5. Payment of Fines

County will make final penalty determinations and inform the Contractor of the incidents and fines incurred on a monthly basis. Contractor shall pay County all fines within 45 days of receipt of the notification. A late payment charge of five percent (5%) will be assessed monthly if no payment is received after the 45 days of receipt of the notification.

Schedule B.III.C. is amended add 9. to read as follows:

9. Effective at 0001 hours on September 1, 2006 Contractor may increase the per mile patient charge to \$22.15.

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

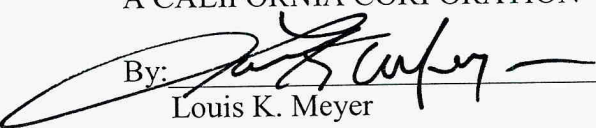
By: _____
President, Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

AMERICAN MEDICAL RESPONSE
WEST
A CALIFORNIA CORPORATION

By:  _____
Louis K. Meyer
Vice President & Secretary

Date: 7-13-06

By:  _____
Timothy J. Dorn
Vice President & Assistant Secretary

Date: 7-13-06

Attachment 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 section 160.103 164.304 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. *Electronic Protected Health Information*. “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *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).
- d. *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.
- e. *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.
- f. *Required By Law*. “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident*. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule*. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

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.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

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.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

MARK SPANGLER
Name of 504 Person - Type or Print

American Medical Response
Name of Contractor(s) - Type or Print

1616 Rollins Road
Street Address or P.O. Box

Burlingame, CA 94010
City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

[Signature]
Signature

DIRECTOR OF OPERATIONS
Title of Authorized Official

8-17-2006
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: American Medical Response
Contact Person: Mark Spangler
Address: 1616 Rollins Road
Burlingame, CA 94010
Phone Number: (650) 652 -5328
Fax Number: (650) 259 -6161

II. Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? 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)

- 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 Jan 1, 2006 (date) and expires on DEC 31 2009 (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.

[Signature]
Signature
Director of Operations
Title

Mark Spangler
Name (Please Print)
8-17-2006
Date

CONTRACT INSURANCE APPROVAL

DATE: 7/21/2006

TO: Janine Kelleer FAX: 363-4864 PONY: EPS 163

FROM: Barbara Pletz/ Claudette Clarke

PHONE: 2579/2364 FAX: 2029 PONY: HLT 312

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: AMERICAN MEDICAL RESPONSE

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? YES

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: MULTIPLE

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Contractor will provide countywide advance life support first response and emergency ambulance services.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1 Mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Janine Kelleer
Risk Management Signature

8/1/06
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR MC
GRCOM-2

DATE (MM/DD/YYYY)
07/09/04

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	NAIC #
INSURED AMERICAN MEDICAL RESPONSE 6200 S. Syracuse Way, #200 Greenwood Village, CO 80111	INSURER A:	AMERICAN HOME ASSURANCE CO 19380
	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 ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL1738027	09/01/04	09/01/07	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA9798610 (AOS) CA9798612 (TX) CA9798611 (VA) CA9798613 (MA)	09/01/04 09/01/04 09/01/04 09/01/04	09/01/07 09/01/07 09/01/07 09/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	*	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC3715685 (AOS) *SEE ATTACHED NOTE PAGE	09/01/04 09/01/04	09/01/07 09/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ADDITIONAL NAMED INSURED: AMERICAN MEDICAL RESPONSE, 1616 ROLLINS ROAD, BURLINGAME, CA 94010 THE COUNTY OF SAN MATEO, ITS OFFICERS, AGENTS, EMPLOYEES AND SERVANTS ARE LISTED AS ADDITIONAL INSURED UNDER GENERAL AND AUTO LIABILITY ONLY. INSURANCE IS CONSIDERED PRIMARY OVER ANY OTHER INSURANCE MAINTAINED BY CERTIFICATE HOLDER.



CERTIFICATE HOLDER

CANCELLATION

COUNTY OF SAN MATEO
HEALTH SERVICES AGENCY
DEPARTMENT OF HEALTH SERVICES
225 WEST 37TH AVENUE
SAN MATEO, CA 94403

COSANM1

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.

AUTHORIZED REPRESENTATIVE

Delicia M. Buscemi

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAM. AMERICAN MEDICAL RESPONSE

GRCOM-2
CSR MCPAGE 3
DATE 07/09/04

WORKERS COMPENSATION INFORMATION FOR THE FOLLOWING STATES

1. CALIFORNIA - INS. CO. OF THE ST. OF PA. #WC3715693
2. NEW YORK - AMERICAN HOME ASSURANCE CO. #WC3715696
3. OREGON - INS. CO. OF THE ST. OF PA. #WC3715697
4. CONNECTICUT - AMERICAN HOME ASSURANCE CO. #WC3715694
5. MASSACHUSETTS - AMERICAN HOME ASSURANCE CO. #WC3715683
6. WISCONSIN - AMERICAN HOME ASSURANCE CO. #WC3715682
7. MICHIGAN - ILLINOIS NATIONAL INS. CO. #WC3715692
8. EXCESS WORK COMP SELF INSURED STATES (OH,WA,WY)
AMERICAN HOME ASSURANCE CO #WC3715690