

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
AMERICAN MEDICAL RESPONSE WEST FOR  
ASSESSMENT AND TRANSPORT OF PERSONS WITH BEHAVIORAL EMERGENCIES  
AND FOR THE TRANSPORT OF MENTAL HEALTH CLIENTS**

THIS AMENDMENT TO THE 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";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the assessment and transport of patients with behavioral emergencies and for the transport of mental health clients on December 6, 2005; and

WHEREAS, the parties wish to amend the Agreement to extend the Agreement through June 30, 2009 and increase the maximum payment to One Million Two Hundred Ninety Six Thousand Dollars (\$1,296,000).

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. Payments is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Million Two Hundred Ninety Six Dollars [\$1,296,000].

2. Section 4. Term and Termination is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 7, 2005 through June 30, 2009.

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon ninety (90) days' written notice to the County. This Agreement may be terminated by the Director of the Health Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to Contractor.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- 3.** Exhibit "B" is amended to read as follows:  
In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

County shall pay Contractor a maximum of \$ 1,296,000 for services rendered in accordance with this contract as follows:

1. County will pay contractor \$27,000 monthly within 30 days of receipt of an approved invoice that will include a listing of all responses and transport performed under this contract.
  2. In order to compensate Contractor for start-up costs associated with this Agreement, County will pay Contractor an additional subsidy of \$19,285.71 per month for the months December 2005 – June 2006.
  3. For all financial penalties set forth in this Agreement, each month County shall determine the total amount of penalties accrued during the prior month and shall deduct that amount, if any, from the next payment due to Contractor.
- 4.** All other terms and conditions of the agreement dated December 6, 2005, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

American Medical Response West

\_\_\_\_\_  
Contractor's Signature

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

ATTACHMENT I

**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.

Brad White  
Name of 504 Person - Type or Print

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

1510 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

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
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."