

**AMENDMENT TWO TO THE 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 \_\_\_\_\_, 2009, 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 Agreement was amended on February 10, 2009, to increase the maximum obligation by \$162,000 for a new maximum obligation of \$1,296,000 and extend the term through June 30, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$81,000 for a new maximum obligation of \$1,377,000, and extend the term through September 30, 2009

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

- 1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

**3. Payments**

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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED SEVENTY-SEVEN DOLLARS (\$1,377,000).

- 2) **Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

**4. Term and Termination**

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

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon thirty (30) 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) **Paragraph 10 is hereby deleted in its entirety and replaced with the following:**

**10. Compliance with laws; payment of Permits/Licenses**

- a. All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Such services shall also be performed in accordance with all applicable policies and procedures issued by County's EMS Agency and/or EMS Medical Director. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the

requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

- b. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
- c. **Compliance Program and Code of Conduct.** Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: [www.amr.net](http://www.amr.net), and each party acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.
- d. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- e. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

**4) Paragraph I.A. in Exhibit "A" is amended to read as follows:**

Contractor shall provide continuous, uninterrupted, countywide response, assessment, and transportation of individuals as described herein twelve (12) hours a day, seven (7) days a week, throughout the term of this Agreement. The

parties understand and agree that there may be circumstances beyond the control of Contractor impacting the ability to provide continuous staffing and service. In the event Contractor is unable to regularly staff eighty-four (84) unit hours per week, measured on a monthly basis eighty-five percent (85%) of the time for any three (3) consecutive months during the calendar year, or in any seven (7) month period, County may exercise the right to change the flat monthly fee paid to Contractor, to an hourly rate of \$74.18 multiplied by the actual hours staffed. The service shall be according to the specifications set forth in this Agreement and according to standards, policies, and procedures established by the County.

**5) Paragraph II.A.5 in Exhibit “A” is amended to read as follows:**

Backup Plan When SMART Unit Unavailable

In the event that the SMART Unit is unavailable to respond to the dispatch request by County, Contractor will respond with a 911 ambulance in accordance with County policies, procedures and charge patient fees as approved and outlined in the Countywide Emergency Ambulance Service Agreement.

**6) Exhibit “B” is hereby deleted in its entirety and replaced with the following:**

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 \$1,377,000 for services rendered in accordance with this Agreement as follows:

1. County will pay Contractor \$27,000 monthly within 30 days of receipt of an invoice that will include a listing of all responses and transport performed under this Agreement.
2. 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.

**7) 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: \_\_\_\_\_