

**AMENDMENT FIVE 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 _____, 2011, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, hereinafter called "Contractor";

WITNESSETH:

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 7, 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 Agreement was amended again on July 14, 2009, 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; and

WHEREAS, the Agreement was amended again on September 29, 2009, to increase the maximum obligation by \$258,000 for a new maximum obligation of \$1,635,000, and extend the term through June 30, 2010; and

WHEREAS, the Agreement was amended again on September 14, 2010, to increase the maximum obligation by \$311,200 for a new maximum obligation of \$1,946,200 and extend the term through April 30, 2011; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$62,240 for a new maximum obligation of \$2,008,440, and extend the term through June 30, 2011.

**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 contract exceed TWO MILLION EIGHT THOUSAND FOUR HUNDRED FORTY DOLLARS (\$2,008,440).

- 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 June 30, 2011.

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 hereby deleted in its entirety and replaced with the attached Exhibit "B"**
- 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: _____

Exhibit "B"

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 \$2,008,440 for services rendered in accordance with this contract as follows:

1. For the period December 2005 through September 2009
 - a. 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.
 - b. 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.
2. For the period October 2009 through June 2010, County will pay contractor \$28,500 monthly within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under this contract.
3. For the period July 1, 2010 through June 30, 2011, County will pay Contractor \$31,120 monthly within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under this contract.
5. 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.