

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
AMERICAN MEDICAL RESPONSE WEST**

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, a California Corporation hereinafter called "Contractor";

**W I T N E S S E I 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 purpose of providing assessment and transportation for mental health patients on June 19, 2012; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$189,220 and extend the term through December 31, 2013.

**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:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1" and Exhibit "A-2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1" and Exhibit "B-2." 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 FIVE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED SIXTY DOLLARS (\$567,660).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through December 31, 2013.

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon sixty (60) days' written notice to the County. This Agreement may be terminated by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon sixty (60) 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-1" is hereby deleted in its entirety and replaced with the attached Exhibit "B-1"
4. Exhibit "B-2" is hereby deleted in its entirety and replaced with the attached Exhibit "B-2"
5. **All other terms and conditions of the agreement dated June 19, 2012, 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

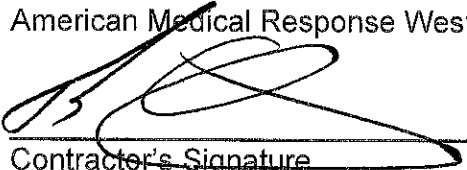
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

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

American Medical Response West

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

Brad White

Date: 06-18-13

Exhibit B-1

**SMART PROGRAM**

In consideration of the services provided by Contractor in Exhibit "A-1", County shall pay Contractor based on the following fee schedule:

This Agreement with the County is funded by revenue from the Federal Financial Participation Medi-Cal Administrative Activities (MAA) program and with matching Certified Public Expenditure, including Mental Health Services Act and grant funds, for services. Contractor may not use these funds for any other federal matching program nor may Contractor bill Medicare or Medicaid for these services.

County shall pay Contractor a maximum of FIVE HUNDRED SIXTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$560,160) for SMART Program services rendered by the SMART Unit in accordance with Exhibit A-1 as follows:

- A. For the period July 1, 2012 through December 31, 2013, County will pay Contractor an amount not to exceed THIRTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$31,120) per month within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A-1" for services performed by the SMART Unit. For clarity, the Contractor shall be permitted to bill for other services as designated in Exhibit B-2.
- B. 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 ninety percent (90%) of the time, County may exercise the right to change the flat monthly fee paid to Contractor to an hourly rate of EIGHTY-FIVE DOLLARS AND FORTY-NINE CENTS (\$85.49) multiplied by the actual hours staffed and in service.

Exhibit "B-2"

**COURT & INTERFACILITY TRANSPORT**

In consideration of the services provided by Contractor of Exhibit "A-2", County shall pay Contractor based on the following fee schedule:

- A. County shall pay Contractor a maximum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00) for Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials services rendered in accordance with "Exhibit A-2" as follows:
  - 1. For the period July 1, 2012 through December 31, 2013, County will pay Contractor \$342.66 per round trip court call within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A-2".
- B. Patient Billing Interfacility Mental Health Clients  
Contractor may bill its usual and customary fees for the transport of interfacility mental health clients under Section B except where prohibited by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria. Contractor and County further agree that at the time of transport request, County will notify Contractor's dispatch center that the requested interfacility transport is a "designated Mental Health, San Mateo County Client." If Contractor's internal billing practices do not result in full payment, Contractor shall fully discount the billing or remaining balance and shall not send to an outside collection agency.