



AGENCY ADMIN. & FINANCE  
October 2, 2009 1000 San Leandro Blvd, Suite 300  
San Leandro, CA 94577  
Tel: (510) 618-3452  
Fax: (510) 351-1367

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, Ca 94612

Dear Board Members:

**SUBJECT: Approval of Standard Services Agreement Amendment between Alameda County Emergency Medical Services (EMS) and American Medical Response West Corporation (AMR), RFP 008-1-0818; extend and increase the Non-Emergency 5150 Transportation Service contract between EMS and AMR, RFP 005-1-0810**

**RECOMMENDATION:**

1. Approve and authorize the President of the Board to sign in original signature six (6) copies of an amendment to Contract No. C2000-209 between Alameda County Emergency Medical Services (EMS) and American Medical Response West Corporation (AMR) (Thomas Wagner, Chief Executive Officer; Livermore, CA), Procurement #: PHSVC 3012, Purchase Order #: PHSVC 4805 to provide Advanced Life Support (ALS) medical 911 services. The term of the extension shall be for two years beginning November 1, 2009 and ending October 31, 2011; and
2. Approve and authorize the President of the Board to sign in original signature six (6) copies of an amendment to Contract Reference No. 005-1-0810 with American Medical Response West Corporation (AMR) (Thomas Wagner, Chief Executive Officer; Livermore, CA), Procurement #: PHSVC 2650, Purchase Order #: PHSVC 2380 to provide EMS with continuous Non-Emergency 5150 Transport Services for medically stable psychiatric patients. The estimated amount of the contract will increase from \$633,592 to \$809,176, an increase of \$175,584. The term of the extension shall be for two years beginning November 1, 2009 and ending October 31, 2011.
3. Approve and authorize the President of the Board to authorize a two-step increase (November 1, 2009 and November 1, 2010) in the ambulance transport base rate and service rates: The base rate increase is from \$1294.90 to \$1,657.46 and then to \$1740.35; mileage from \$29.80/mile to \$38.14 and then to \$40.05/mile; oxygen from \$97.63 to \$124.97 and then to \$131.21; and treatment/non transport from \$359.70 to \$460.41 and then to \$483.44

**SUMMARY/DISCUSSION/FINDINGS:**

On September 18, 2007, EMS received approval from your Board to authorize the President to execute an extension of the ALS contract, initially authorized on December 1, 1998.

On September 18, 2007 your Board also approved extensions of the 5150 Contract, initially authorized on April 16, 2002. Both contracts are set to expire on October 31, 2009.

During the recent extension period, EMS developed a Request for Proposal for EMS Transport Provider, which was released on June 25, 2009. The initial timeline for this Request for Proposal (RFP) required an extension of the AMR contract until December 31, 2010. This timeline allowed 75 days for proposal preparation and six months for a new provider to establish operations in Alameda County.

The EMS consultants at Fitch and Associates verified that six months for startup would be difficult in an EMS system of this size and complexity. EMS also anticipates that negotiations for the new EMS contract are likely to be prolonged by the complexity of EMS system requirements. Therefore, EMS is requesting that your Board extend the current ALS contract with AMR, and the affiliated 5150 contract, to October 31, 2011.

Prior to 2008, AMR submitted monthly payments to EMS for penalties described in the Ambulance Transport Agreement. EMS did not actively monitor compliance under the agreement, but allowed AMR to determine the amount of penalties owed. Beginning in 2008, EMS hired a contract compliance officer and began stringent enforcement of the terms of the agreement. In addition to compliance with penalties owed, AMR added four paramedic ambulances to the system on a daily basis and met standards for prehospital care report (PCR) retention at hospitals.

In addition to the cost of improvements made to the EMS system, AMR has experienced a reduction in revenue. Medicare is changing the way it pays for ambulance transport. Formerly, payments were made on a "reasonable charge" based on regional costs of providing services. Beginning in 2004, Medicare transitioned to a national ambulance fee schedule, which does not take into account the variance in operating costs in different parts of the country. Consequently, when the transition period ends on December 31, 2009, AMR will have experienced a total decrease in revenue from Medicare of 38.6%.

The combination of factors described above, along with other increased operating expenses, resulted in a reduction in AMR's profit margin from 6.9% in FY2007/08 to a forecasted 1.1% in FY2008/09. EMS is requesting that your Board approve an adjustment to the ambulance user fee schedule to ensure that stringent system standards, including response time and PCR retention standards, be maintained. The proposed adjustment would occur in 2 steps on November 1, 2009 and on November 1, 2010 as detailed in Recommendation #3.

### **SELECTION CRITERIA/PROCESS:**

- A. *In December 1998, the Alameda County General Services Agency (GSA) worked with EMS and issued a Request for Interest (RFI) for the Advanced Life Support Services. Only two organizations responded to the RFI. AMR was the only qualified vendor that responded; it was awarded the contract as a sole-source vendor.*
  - B. *In December 2001 an RFP was issued by GSA to 11 vendors for the 5150 contract. The only response received was from AMR. AMR is a local vendor but does not qualify as a SLEB and has tried to satisfy the SLEB provisions by subcontracting for services but has been unsuccessful.*
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- C. *A review of the contract requirements during the first award and subsequent extensions provided sufficient information to determine that the major portion of the contract funds are spent on staff costs. Staff costs are for certified EMTs providing direct patient care services. There is limited opportunity for any direct SLEB subcontracting. GSA Business Outreach and Compliance Office has issued SLEB waiver #190 for this contractor.*

**FINANCING:**

Funding for these contracts is included in the EMS FY 2009-10 adopted budget. There is no impact on net county cost.

Very truly yours,



Alex K. Briscoe, Acting Director  
Health Care Services Agency

AB;hc

cc: Auditor Controller  
County Counsel

AMENDMENT TO NON-EMERGENCY 5150 TRANSPORT AGREEMENT

Reference is made to that contract made and entered into on the 16th day of April, 2002, and the November 1, 2007 amendment to that contract, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, and AMERICAN MEDICAL RESPONSE WEST CORPORATION.

Said Contract is hereby amended:

- 14.7. The terms of this AGREEMENT shall be in full force and effect from April 16, 2002 through October 31, 2011, unless otherwise terminated or modified pursuant to the terms of the AGREEMENT.

COUNTY shall have the option to extend this AGREEMENT for a period of one (1) year.

All other contract terms and conditions shall remain in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

COUNTY OF ALAMEDA

\_\_\_\_\_  
President, Board of Supervisors

AMERICAN  
MEDICAL RESPONSE West

\_\_\_\_\_  
Thomas Wagner  
Chief Executive Officer  
7575 Southfront Road  
Livermore, CA 94550  
Tax Payer ID: 77-0324739

APPROVED AS TO FORM:

Richard E. Winnie, County Counsel

By   
Deputy County Counsel

**AMENDMENT AND EXTENSION TO AMBULANCE PROVIDER AGREEMENT  
("AMENDMENT")**

Reference is made to that Ambulance Provider Agreement made and entered into on November 1, 1999 with executed amendments effective November 1, 2005 and November 1, 2007, (collectively the "AGREEMENT") by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, ("COUNTY") and AMERICAN MEDICAL RESPONSE WEST, a California corporation ("CONTRACTOR").

**WHEREAS**, the parties wish to amend certain terms in the AGREEMENT and extend the AGREEMENT through October 31, 2011; and

**WHEREAS**, the parties wish to amend the AGREEMENT on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This AMENDMENT shall be effective when executed by all parties and the effective date shall be August 1, 2009, unless otherwise noted herein.
2. The parties hereby delete Section 3.7 (including all subparts) of the AGREEMENT in its entirety and replace it with the following Section 3.7:

- 3.7 The CONTRACTOR shall ensure that an ALS ambulance is On-Scene of all Code Three and Code Two calls ninety percent (90%) of the time as measured monthly for each zone (i.e., North, South and East) within the response time standard set forth in the table below. Response Time is measured from the Time Of Call received at CONTRACTOR's dispatch until the CONTRACTOR arrives On-Scene.

Zone	Geographic Service Area	Code Three Response Time Standard	Code Two Response Time Standard
North	Metro/Urban	10:30 minutes	20:00 minutes
North	Suburban/Rural	20:00 minutes	30:00 minutes
North	Wilderness	35:00 minutes	35:00 minutes
South	Metro/Urban	10:30 minutes	20:00 minutes
South	Suburban/Rural	20:00 minutes	40:00 minutes
South	Wilderness	35:00 minutes	50:00 minutes
East	Metro/Urban	10:30 minutes	20:00 minutes
East	Suburban/Rural	20:00 minutes	40:00 minutes
East	Wilderness	35:00 minutes	50:00 minutes

**3. The parties hereby delete Section 6.12 of the AGREEMENT in its entirety and replace it with the following Section 6.12:**

**6.12. ePCR Delivery to Receiving Hospitals or Psychiatric Facilities**

6.12.1. CONTRACTOR shall ensure that interim or finalized electronic patient care records ("ePCR") for 911 medical transports and 5150 transports are delivered by CONTRACTOR's personnel and left at the receiving hospital or psychiatric facility for each patient prior to ambulance personnel leaving the hospital or psychiatric facility, with a ninety percent (90%) monthly compliance standard.

6.12.2. An interim or finalized ePCR for a 911 medical transport or a 5150 transport shall be printed at the receiving hospital or psychiatric facility after the CONTRACTOR's ambulance arrives and before CONTRACTOR's ambulance goes available for another call, as recorded in the CONTRACTOR's computer aided dispatch system. CONTRACTOR's audit process shall include an electronic print time-stamp for the interim or finalized ePCR in its MEDS software system. CONTRACTOR understands that the development, implementation and monitoring of this system is the sole responsibility of the CONTRACTOR. The electronic print time-stamp shall be conclusive evidence of delivery to the receiving hospital or psychiatric facility.

6.12.3. The following Mandatory Data Fields which will be incorporated into an ePCR:

- A. Location of Incident
- B. Patient Name
- C. Residence
- D. Age
- E. Weight
- F. General Assessment
- G. Past Medical History
- H. History of present Illness/Injury
- I. Mechanism of Injury
- J. Medications
- K. Allergies
- L. Physical Assessment
- M. Vital signs (B/P, P, R, Skin and SAO2)
- N. Treatment Administered
- O. Response to Treatment
- P. Narrative Discussion
- Q. Signature/name of person completing ePCR
- R. GCS score
- S. Approximate time of patient contact

6.12.4. CONTRACTOR will manually conduct a random audit of ten percent (10%) of the Critical ePCRs (as defined below) for compliance with the entire list of Mandatory Data Fields, and submit a report of the audit reports along with its other monthly reports. Each non-compliant Critical ePCR from this audit will be evaluated by one of the CONTRACTOR's clinical leaders and one of the physicians from the COUNTY EMS Agency for the potential negative clinical decision making impact of the missing Mandatory Data Fields to that individual patient. For each of these audited Critical ePCRs where one or more of the Mandatory Data Fields is not complete and it is determined that there is a potential negative impact on clinical decision making for the patient, a five hundred dollar (\$500.00) fine will be paid.

6.12.4.1 Critical ePCRs shall be defined as:

- 6.12.4.1.1 STEMI patient transported to any hospital, including a cardiac receiving center;
- 6.12.4.1.2 Stroke patient transported to any hospital, including a stroke center;
- 6.12.4.1.3 Critical Trauma Patient transported to a hospital with a trauma activation;
- 6.12.4.1.4 Any patient not breathing or breathing ineffectively (ECHO);
- 6.12.4.1.5 Any emergent Code 3 (lights and siren) return to the hospital;
- 6.12.4.1.6 Any patient (other than a 5150 patient who has been medically cleared) who is unable, for any reason, to provide a history; or
- 6.12.4.1.7 Any patient aged 10 or less.

6.12.5 The COUNTY will penalize CONTRACTOR two hundred dollars (\$200.00) for each incident below the ninety percent (90%) monthly compliance standard in which an interim or finalized ePCR is not delivered to the receiving hospital or psychiatric facility prior to ambulance personnel leaving. If CONTRACTOR falls below the required ninety percent (90%) monthly compliance standard for any two (2) consecutive months, an additional penalty of ten thousand (\$10,000) will apply.

6.12.6 In light of challenges with Section 6.12, CONTRACTOR has agreed to buy-down this penalty rate from two hundred dollars (\$200.00) to fifty dollars (\$50.00) for each incident below the ninety percent (90%) monthly standard through October 31, 2011 ("Penalty Buy-Down"). The Penalty Buy-Down will be a total of three million dollars (\$3,000,000) based on the parties understanding of the current assessments and potential assessments. Two million dollars (\$2,000,000) will be pre-paid by August 1, 2009 with the remaining one million dollars (\$1,000,000) paid in equal monthly installments of forty-one thousand six hundred sixty-seven dollars and sixty-seven cents (\$41,667.67) beginning November 1, 2009 through October 31, 2011. The Penalty Buy-Down only changes the assessment rate for penalties and does not prevent COUNTY from collecting any penalties which are assessed for the period commencing September 1, 2009 through October 31, 2011.

6.12.6.1 In consideration of CONTRACTOR's Penalty Buy-Down, the COUNTY shall waive any right to terminate the AGREEMENT without cause or for convenience.

6.12.7 The COUNTY will penalize CONTRACTOR five hundred dollars (\$500.00) for each incident in which an interim or finalized Critical ePCR is not delivered to the receiving hospital or psychiatric facility prior to ambulance personnel leaving.

6.12.8 Good Cause Exemptions. CONTRACTOR may apply for a good cause exemption for any ePCR or Critical ePCR that is not left at the receiving hospital or psychiatric facility prior to the CONTRACTOR leaving. CONTRACTOR will submit documentation on a monthly basis with justification for each good cause exemption requested, in a format approved by the COUNTY. The burden of proof that there is good cause for an exemption rests with the CONTRACTOR. Within the sole discretion of the COUNTY, the COUNTY shall grant a good cause exemption where the facts and circumstances are objectively reasonable. It is the CONTRACTOR'S responsibility to apply to COUNTY for a good cause exemption to an ePCR or Critical ePCR that was not left prior to ambulance personnel leaving the receiving

hospital or psychiatric facility. For each good cause exemption request, CONTRACTOR shall submit detailed documentation in writing with the monthly report, following the incident on the justification of said good cause exemption.

4. The parties hereby delete Section 10.2 of the AGREEMENT in its entirety and replace it with the following Section 10.2:

10.2 Should CONTRACTOR fail to win the bid in a subsequent bid process, COUNTY shall depend on CONTRACTOR to continue provision of all services required under this AGREEMENT until the subsequent winning bidder takes over. During that period CONTRACTOR shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of contract to the winning bidder, and CONTRACTOR shall be prohibited from making any changes in CONTRACTOR's methods of operation which could reasonably be considered to be aimed at cutting costs to maximize profits during the final stages of the AGREEMENT or increasing costs and/or wages which would negatively impact the successful bidder. If the subsequent winning bidder does not take over by the expiration of this AGREEMENT, the parties will meet to develop a mutually agreeable interim agreement. Failure to comply with this Section will result in forfeiture of CONTRACTOR'S performance bond.

5. The parties hereby delete Section 12.8 (including all subparts) of the AGREEMENT in its entirety and replace it with the following Section 12.8:

12.8. Response Time Exemptions may be granted by the COUNTY on a per call basis by request of the CONTRACTOR and upon review and investigation by the COUNTY. In determining whether CONTRACTOR has met the Response Time Standards for each category of call during any calendar month, calls which fail to meet the applicable Response Time Standard but qualify as an exemption under the criteria set forth in Sections 12.8.1 or 12.8.2 shall be excluded from the calculation of call compliance.

12.8.1. Stipulated Exemptions. Stipulated exemptions are those that do not require COUNTY approval and may be taken by the CONTRACTOR in its monthly reports.

12.8.1.1. Delays in ambulance response or arrival on scene due to materially incorrect or unavailable information.

12.8.1.2. The response of a second unit to an incident if the request for additional resources was made within twelve (12) minutes of the arrival of the first unit. It is assumed that within twelve (12) minutes the CONTRACTOR has had adequate time to re-deploy resources.

12.8.1.3. There shall be no response time penalties for third and subsequent units dispatched to a single incident or during Local, State, or Federal declared disasters affecting the EOA.

12.8.1.4. In case of a multiple-response incident (e.g., more than one ambulance is dispatched to the same incident), only the response time of the first arriving ambulance shall be counted.

12.8.1.5. The response time requirement may be suspended during a declared multi-casualty incident or disaster within the COUNTY such as:

12.8.1.5.1. During a declared disaster in a neighboring jurisdiction to which ambulance aid is being provided as requested by COUNTY; or



12.8.1.5.2. When the Contract Administrator determines that said event has had a material impact on availability of CONTRACTOR's resources.

12.8.2. Good Cause Exemptions. CONTRACTOR will submit documentation on a monthly basis with justification for each good cause exemption requested, in a format approved by the COUNTY. The burden of proof that there is good cause for an exemption rests with the CONTRACTOR. Within the sole discretion of the COUNTY, the COUNTY shall grant a good cause exemption where the facts and circumstances are objectively reasonable.

12.8.3 Application for Good Cause Exemption. It is the CONTRACTOR'S responsibility to apply to COUNTY for a good cause exemption to a call that exceeds the required response time. For each good cause exemption request, CONTRACTOR shall submit detailed documentation in writing with the monthly report, following the incident on the justification of said good cause exemption.

6. The parties hereby delete Section 13.8 of the AGREEMENT in its entirety and replace it with the following Section 13.8:

13.8 COUNTY'S requirement for a performance security for this AGREEMENT shall be in the amount of one million dollars (\$1,000,000) due in a performance bond issued by a bonding company licensed and acceptable to COUNTY.

7. The parties hereby delete Section 14.7 of the AGREEMENT in its entirety and replace it with the following Section 14.7:

14.7. The terms of this AGREEMENT shall be in full force and effect through October 31, 2011, unless otherwise terminated or modified pursuant to the terms of the AGREEMENT. The parties shall mutually agree in writing to any further extension or renewal of this AGREEMENT.

8. Effective November 1, 2009, the parties hereby delete Section 15.8 of the AGREEMENT in its entirety and replace it with the following Section 15.8:

15.8. COUNTY shall facilitate the use of fire department ALS first response as a cost-effective mechanism and a mechanism to improve patient care. To support such services, CONTRACTOR shall provide funding to the COUNTY for availability of up to ninety-one (91) paramedic engine companies/stations, twenty-four (24) hours per day, and three hundred sixty-five (365) days per year. On November 1, 2009, the annual payment shall be three million seven hundred forty-one thousand five hundred sixty-nine dollars (\$3,741,569.00), which reflects a three percent (3%) increase from the prior year. On November 1, 2010, the annual payment shall be increased by three percent (3%) to three million eight hundred fifty-three thousand eight hundred sixteen dollars (\$3,853,816.00). Payments shall be made in equal quarterly installments. Any quarterly payment shall be pro-rated for any partial quarter or any extensions beyond October 31, 2011.

9. The parties hereby delete Section 15.10 (including all subparts) of the AGREEMENT in its entirety and replace it with the following Section 15.10:

15.10 The CONTRACTOR shall offer to the communities a variety of programs consistent with criteria developed for public information and education by the COUNTY. Such programs include, but are not limited to:

15.10.1 Cardio-pulmonary resuscitation (CPR/Automatic External Defibrillation Training and Public Access Defibrillation Program). CONTRACTOR shall develop, in conjunction with COUNTY outreach programs to expand the number of citizens interested in obtaining CPR and automatic external defibrillation device ("AED") training. CONTRACTOR's role shall include logistical and clinical support for such programs.

15.10.2 CONTRACTOR shall provide 911 access information (appropriate use of 911).

15.10.3 CONTRACTOR shall develop assessment programs to focus on measurable needs in the following areas:

- 15.10.3.1. Asthma, particularly in non-white population.
- 15.10.3.2. Pedestrian safety.
- 15.10.3.3. Gunshot wounds.
- 15.10.3.4. Car seat compliance and efficacy.
- 15.10.3.5. Heart disease.
- 15.10.3.6. Immunization, roles and compliance.
- 15.10.3.7. Prevention activities targeting seniors and children.

**10. The parties hereby add a new Section 15.19 as follows:**

**15.19 Laws and Compliance.**

- 15.19.1 Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-Kickback statute. The COUNTY warrants and represents that the payments made by CONTRACTOR to COUNTY for first responder services shall be less than or equal to the COUNTY's actual costs to provide those services. No funds shall be used by the COUNTY in a manner that violates 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
- 15.19.2 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 availability of such documents. CONTRACTOR warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-Kickback Statute.
- 15.19.3 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.
- 15.19.4 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.

11. Effective November 1, 2009, the parties hereby delete Exhibit I of the AGREEMENT in its entirety and replace it with the following Exhibit I (pending COUNTY Board of Supervisor approval):

Exhibit I  
ALAMEDA COUNTY 911 SYSTEM  
CONTRACTOR'S USER FEES\*

	Effective: November 1, 2009	Effective: November 1, 2010
Bundled Base Rate	\$1,657.47	\$1,740.35
Mileage/mile	\$38.14	\$40.05
Oxygen	\$124.97	\$131.21
Treat, Non-transport rate	\$460.42	\$483.44

\* Either party may request an adjustment based on cost factors such as unexpected or unusual changes in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and the other party shall consider any such request in good faith; provided, however, that in the event that the parties cannot reach agreement on any such request for an adjustment, either party may terminate this Agreement upon three hundred sixty-five (365) days written notice to the other party.

12. Notwithstanding anything in the AGREEMENT or this AMENDMENT to the contrary, in the event the COUNTY Board of Supervisors does not completely and fully approve the user fees set forth in Paragraph 11 of this AMENDMENT, the following shall immediately occur:
- a. The CONTRACTOR shall continue to provide services on an emergency basis through 11:59 p.m. February 28, 2010 at the user fees approved by the COUNTY Board of Supervisors (provided that those user fees are not less than the user fees that CONTRACTOR operated under during the year November 1, 2008 through October 31, 2009).
  - b. The parties shall meet and confer in good faith to develop a contingency agreement that accounts for the CONTRACTOR having to operate under user fees different than the user fees set forth in Paragraph 11 of this AMENDMENT. The parties shall consider any and all options that reduce costs and increase efficiencies for the system, e.g., different response times, different staffing models, or reduction of FRALs payments, etc.
13. Notwithstanding anything in the AGREEMENT or this AMENDMENT to the contrary, COUNTY hereby waives, releases, discharges and relinquishes CONTRACTOR from any and all penalties, fines, damages and/or assessments under the AGREEMENT and/or AMENDMENT through August 31, 2009. All penalty, fine, damages and/or assessment provisions in the AGREEMENT or this AMENDMENT shall be reinstated and effective starting for services provided by CONTRACTOR on or after September 1, 2009 (except the period may be extended beyond September 1, 2009 in accordance with Paragraph 12 of this AMENDMENT).
14. All other terms and conditions set forth in the AGREEMENT remain unchanged.

[Signature page follows]

IN WITNESS WHEREOF, the parties duly authorized representatives have hereto executed this AMENDMENT.

COUNTY OF ALAMEDA

By: 

Print Name: ALEX BRISCOE

Title: Acting Health Director

AMERICAN MEDICAL RESPONSE WEST

By: 

Print Name: William A. Sanger

Title: CEO

APPROVED AS TO FORM:

Richard E. Winnie, County Counsel

By: 

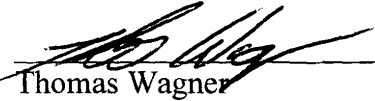
Deputy County Counsel

In Witness Whereof, the parties hereto have executed this Amendment this \_\_\_\_\_ day  
of \_\_\_\_\_ 2009.

COUNTY OF ALAMEDA

\_\_\_\_\_  
President, Board of Supervisors

AMERICAN  
MEDICAL RESPONSE West

  
\_\_\_\_\_  
Thomas Wagner  
Chief Executive Officer  
7575 Southfront Road  
Livermore, CA 94550  
Tax Payer ID: 77-0324739

APPROVED AS TO FORM:

Richard E. Winnie, County Counsel

By   
\_\_\_\_\_  
Deputy County Counsel