

COUNTY OF SAN MATEO  
Departmental Correspondence

TO Honorable Board of Supervisors DATE January 30, 2001  
HEARING DATE February 6, 2001

FROM *BP* Barbara Pletz, EMS Administrator

SUBJECT Amendment to the Agreement with American Medical Response West for  
Countywide Advanced Life Support First Response and Emergency Ambulance  
Service

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an Amendment to the Agreement with American Medical Response West for Countywide Advanced Life Support First Response and Emergency Ambulance Service

Background

In 1998 you approved an agreement with American Medical Response West (AMR) for Countywide Advanced Life Support First Response and Emergency Ambulance Service. These services are provided by AMR and its subcontractors which are the San Mateo Emergency Medical Services Group (JPA), the California Department of Forestry and Fire Protection, and the City and County of San Francisco through its Airport Commission. The new EMS system created by these agreements began January 1, 1999

Discussion

The County is upgrading its radio system and purchasing new radios. The County and other agencies using the County's radio system share the project cost of \$13,813,528

AMR will be paying the County \$267,409 over two years as its 2.3% share of this project. AMR will receive 50 radios from the County

Term and Fiscal Impact

The first payment of \$133,705 is due before June 1, 2001. The second payment is due before June 1, 2002. The term of the contract is unchanged

The amendment has been reviewed by County Counsel

RECOMMENDED

*Margaret Taylor*  
HEALTH SERVICES AGENCY

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN AMENDMENT TO THE  
AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST  
FOR COUNTYWIDE ADVANCED LIFE SUPPORT FIRST RESPONSE  
AND EMERGENCY AMBULANCE SERVICE

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of  
California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration  
and acceptance an Amendment to the Agreement with American Medical Response West for  
Countywide Advanced Life Support First Response and Emergency Ambulance Service,  
reference to which is hereby made for further particulars, and

WHEREAS, the Board has been presented with a form of the Amendment to this  
Agreement and has examined and approved it as to both form and content and desires to enter  
into the Amended Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the  
President of this Board be, and is hereby authorized and directed to execute said Amendment to  
the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall  
attest the President's signature thereto.

AMENDMENT TO THE AGREEMENT

THIS 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"),

WITNESSETH

WHEREAS, on September 15, 1998, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of Countywide Advanced Life Support First Response and Emergency Ambulance Service by Contractor to County as set forth in that Original Agreement, and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend the Original Agreement,

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is hereby amended to read as follows

SCHEDULE B III

"III Financial and Administrative

A Performance Security

Contractor shall furnish performance security in the amount of \$500,000 which shall be in one of the following forms and included as Exhibit C

- A faithful performance bond issued by a bonding organization, appropriately licensed or acceptable to the County, or
- An irrevocable Letter of Credit issued pursuant to this provision in a form acceptable to the County.

## B Payments to County

### 1 County Fee Increases

County may increase the fees listed in this section charged to Contractor annually beginning January 1, 2000, however, such increases may not exceed the CPI-Bay Area cost index increases for the previous year

### 2 Dispatch Services

Contractor shall pay County for County's cost of emergency medical dispatch in the amount of \$545,000 per year. The County Department of Employee and Public Services will be responsible for invoicing the Contractor on a quarterly basis in July, October, January, and April of each year of the contract term. It is the responsibility of the Contractor to pay within 45 days of receipt of invoice beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received after the 45 days of receipt of the notification. County warrants that the foregoing amount is not greater than its actual costs of providing such service.

### 3 Maintenance of Computer Aided Dispatch System (CAD)

Contractor will pay County \$42,000 per year for the cost of County's services provided to contractor for the maintenance of the PRC CAD at the SMCPD. Contractor will pay equal monthly installments to County. Payments are due the last day of each month, beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received after the 45 days of receipt of the notification. Contractor will pay for costs of CAD changes that exceed 40 hours of SMCPD labor time per week or require an outside vendor as specified in C 2 a within 45 days of receipt of an invoice for such services. County warrants that the foregoing amount is not greater than its actual cost's of providing such service.

### 4 Radio System Maintenance

Contractor will pay County for actual costs for maintenance of EMS radio system (red and blue channels) which is \$83,104 per year. Contractor will pay equal monthly installments to County. Payments are due the last day of each month, beginning January 31, 1999. A late payment charge of five (5)% will be assessed monthly if no payment is received after the 45 days of receipt of the notification. County warrants that the foregoing amount is not greater than its actual cost's of providing such service.

5 Oversight and Monitoring

Contractor shall pay County for EMS program staff for services rendered in Section I D.1 , in the amount of \$139,588 Contractor will pay the County in equal monthly installments These payments are due the last day of each month, beginning January 31, 1999 A late payment charge of five (5)% will be assessed monthly if no payment is received after the 45 days of receipt of the notification. County warrants that this constitutes no more than its actual costs for such services

6. Ambulance Communication Improvement

Contractor will pay County a total of \$267,409, which represents 2.3% of the necessary total cost of the upgrade to the ambulance dispatch and ambulance-to-hospital communications A portion of said contribution will be used for the purchase of 25 mobile radios and 25 portable radios which will be the property of Contractor The Contractor will make two equal payments to the County in the amount of \$133,705 Contractor will make the first payment of \$133,705 before June 1, 2001 Contractor will make the second, and final, payment of \$133,704 before June 1, 2002

C Pricing, Billing, and Collections

1 Subcontractor

Subcontractor shall not be entitled to charge patients for any services rendered under the Subcontract or this Agreement

2 Maximum Patient Fee Schedule

The maximum average patient charge shall be \$989 The maximum patient fees charged by Contractor for services rendered under this Agreement shall be:

Base Rate	\$806 00
Mileage	15 31
Night	73 50
Oxygen	73 50

In addition to these maximum fees, Contractor may charge user fees sufficient to replace such medications and expendable supplies as were utilized for the patient Contractor shall submit for approval a listing of specific supply charges to the EMS Agency by the effective date of this Agreement Throughout the term of this Agreement, Contractor shall submit all revisions

of the charge list for approval by the Director of Health Services prior to instituting new charges. Such approval shall not be unreasonably withheld.

### 3 Non-transported Patients

Contractor may charge applicable fees, as described above, to patients that are not transported but to whom Contractor or Subcontractor has rendered treatment, including but not limited to patients transported by EMS aircraft. Fees will be applicable to the level of service provided to the patient.

### 4 Other Fees

Contractor may charge a reasonable fee to the responsible party(ies) for a dedicated standby. If the County EMS Medical Director or his authorized representative requires Contractor to provide a dedicated standby, response time exemptions will be issued for ambulance responses failing to meet the response time standard during the affected time period.

### 5. Medicare and Medi-Cal Assignment

Contractor will accept assignment from Medicare and Medi-Cal for patients meeting the third party payor's medical necessity requirement.

### 6. Billing and Collections

County shall hold Contractor responsible for humane billing and collection policies. Contractor's collection practices shall not be burdensome or oppressive and will be in accordance with all State collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payor inquires regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquires. There will be staff available at the Contractor's local headquarters to provide an initial response to questions regarding patient bills.

Billing statements will be itemized so that all charges are clearly explained and each medication and supply charged to the patient will be listed separately. The accounts receivable management system will automatically generate Medicare and Medi-Cal statements. Contractor shall not engage in on-scene collections for services at scene, en route, or upon delivery of the patient.

Contractor will bill a patient directly only when a third-party payor has not been identified or the patient refuses to execute an assignment of benefits or similar authorization for Contractor to receive direct payment from such payor.

or when the payor fails to pay within 30 days of the initial invoices Contractor's first invoice will request third-party payment information and ask the patient to contact the local business office A toll-free number and return envelope will be provided.

If a patient has no third-party coverage, Contractor will ask the patient which alternative payment method is preferred. When no other means are found, Contractor will have a liberal installment plan policy for payment arrangements If the payment arrangements are not adhered to, the account may be assigned for collection

## 7 Statements

Medicare and Medi-Cal accounts receivable management system will automatically generate Medicare and Medi-Cal statements All statements will be itemized so that all charges are clearly explained and each medication and supply charged to the patient will be listed separately

## 8 Responsiveness

Contractor's accounts receivable management system will be capable of a timely initial response (within two [2] business days) to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges and other inquiries There will be staff available at the Contractor's local headquarters to answer questions regarding patient bills."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT

1 These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein

2 All provisions of the Original Agreement shall be binding on all parties hereto

NOW, THEREFORE, IT IS AGREED BY THE PARTIES that the Agreement of September 15, 1998, be amended accordingly

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written

COUNTY OF SAN MATEO


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

Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Clerk of Said Board

AMERICAN MEDICAL RESPONSE  
WEST  
A CALIFORNIA CORPORATION

By  \_\_\_\_\_  
Louis K. Meyer  
Vice President & Secretary

Date 1-10-01

By  \_\_\_\_\_  
Timothy J. Dorn  
Vice President & Assistant Secretary

Date 1-10-01