

COUNTY OF SAN MATEO

Inter-Departmental Correspondence

Health Department

San Mateo County Mental Assessment and Referral Team (SMART) November 17, 2005

Executive Summary

SMART is a new program developed by the Health Department and American Medical Response West (AMR) in which a specially trained paramedic will respond to law enforcement Code 2 EMS requests for individuals having a behavioral emergency. This SMART paramedic will be able to perform a mental assessment, place a 5150 hold if needed and transport the client to psychiatric emergency services, or, in consultation with County staff arrange for other services to meet the individual's needs. Access to the new SMART program will only be through the County's 9-1-1 system.

Background

Since 1999 the County has contracted with AMR for the non-emergency transportation of selected county patients. This contract includes an annual subsidy to AMR from the Mental Health Division in the amount of \$100,000 for transport of mental health patients and up to \$68,000 from San Mateo Medical Center (SMMC) for the interfacility transport of its medical inpatients. This contract expires December 31, 2005. AMR was chosen as the Contractor for these services in response to an RFP.

This current contract includes the following services:

- medical transportation of patients from the prehospital setting for the purpose of psychiatric evaluation (5150 hold)
- interfacility transport of County mental health clients
- prescheduled transportation of clients of Mental Health or Aging and Adult Services Divisions for the purposes of court hearings, evaluations or trials
- interfacility transport of SMMC medical inpatients

The contract being presented to the Board of Supervisors by the Health Department for approval on December 6, 2005 does not include the interfacility transport of SMMC medical inpatients.

Section 5150 of the Welfare and Institutions Code specifies that when a person, as a result of a mental disorder, is a danger to themselves or others, or is "gravely disabled," he/she is to be placed on a 72-hour hold for psychiatric treatment and evaluation. Peace officers and other personnel specifically designated by the County may place individuals on this "5150" hold. Once an individual has been placed on a 5150 hold the individual must be evaluated by a psychiatrist at a County designated psychiatric facility.

In San Mateo County when 9-1-1 is called for a behavioral emergency, local law enforcement responds to the incident. The officer determines whether the individual should be placed on a 5150 hold and, if so, the officer completes a "5150" form placing the individual on the 72-hour hold.

If the officer suspects that the person also has an emergency medical condition (for instance the person has taken an overdose of medication) or is violent, the officer will request a Code 3 EMS response (fire service first response and 911 ambulance). If this level response is not needed, the officer will request a Code 2 response, and an AMR basic life support (BLS) ambulance is dispatched.

Patients on 5150 hold are taken to SMMC or Peninsula Hospital as these two facilities are designated by the County to receive these patients.

Currently there are limited options available for individuals having behavioral emergencies when they present to the 9-1-1 system in San Mateo County. These options are:

- Placement on a 5150 hold and transport to either SMMC or Peninsula Hospital
- Jail
- First Chance (inebriated persons) if taken there by law enforcement
- Leaving the individual at the scene

For the last 15 years, AMR has provided a "Mental Health Assessment Technician" program in Santa Barbara County in which a specially trained paramedic responds to behavioral emergencies, performs a mental health assessment, consults with an on-call County psychiatrist, places a 5150 hold if needed and transports the person to a psychiatric hospital.

San Mateo County Health Department staff have reviewed retrospective data on individuals placed on 5150 holds in the County and determined that some of these clients might have their needs better met by services outside of this 5150 pathway.

SMART Program Development

The SMART Program has been under development for one and a half years and has involved County staff from EMS, Mental Health, Aging and Adult Services, Psychiatric Emergency Services, Correctional Health, Public Safety Communications, Human Services, County Counsel, and Risk Management. Non-County participants included AMR, representatives of the Police Chiefs Association, and First Chance.

A large multi-disciplinary group collaboratively developed the various components of the program including policies, procedures, protocols, and the training program.

How Will The SMART Program Work?

The SMART vehicle will respond to law enforcement requests for Code 2 EMS response for behavioral emergencies, in place of a basic life support (BLS) ambulance. This SMART vehicle will be a sports utility vehicle with a contained and secure rear seat (similar to a police car's backseat). The vehicle will be staffed by a San Mateo County certified SMART paramedic. The SMART paramedic will:

- Consult with law enforcement on-scene
- Perform a mental health assessment
- Interact with the individual to defuse the situation if possible
- Consult with County staff as needed
- Place the individual on 5150 hold and transport to SMMC or Peninsula Hospital, or, in consultation with County staff make arrangements for another option to meet the individual's needs. Examples of these options include voluntary admission to SMMC or Peninsula Hospital, First Chance, office visit with a mental health professional, referral to other services (e.g., Mental Health Division, Aging and Adult Services, Alcohol and Other Drug Services, housing/shelter)

If the SMART paramedic needs assistance in determining whether the person should be placed on a 5150 hold or whether referral to other services would be more appropriate, the SMART paramedic will contact the SMMC psychiatrist on duty via telephone.

For the referral options, the SMART paramedic will communicate with a SMART Program Clinician. During County working hours, this communication will be via telephone. During off hours the communication will be by e-mail. This SMART Clinician is a licensed mental health professional based in the Mental Health Division. The SMART Clinician will work with other County staff to obtain the needed services for the client including Mental Health, Aging and Adult Services,

Alcohol and Other Drug Services, Housing, Community Development and Homeless Services.

Law enforcement requests for Code 3 response for a behavioral emergency will continue to receive a fire first response paramedic, and a 9-1-1 advanced life support (ALS) ambulance. For these Code 3 calls law enforcement will need to place a 5150 hold if one is needed. For Code 2 calls, while law enforcement may continue to place patients on 5150, we are requesting that the officer delay doing so if there is a possibility that another option is possible for the client.

AMR employees selected to become SMART Paramedics must:

- have a minimum of two years experience
- have demonstrated excellent clinical, communication, and judgment skills
- work well with law enforcement
- want to work with this patient clientele
- successfully complete the County-approved training program

The SMART training program consists of 40 hours of classroom education and a 40-hour clinical experience. The course content was designed and primarily taught by County content experts including: psychiatrists, psychologists, nurses, and social workers. The classroom portion includes lecture, panel discussions, and simulations. Panelists include mental health clients and advocates as well as representatives of the various client referral programs.

The clinical experience includes SMMC Psychiatric Emergency Services (PES), Peninsula Hospital PES, Maguire Jail, First Chance, the Mobile Support Team, Aging and Adult Services home visits, Canyon Oaks Youth Center, the Ron Robinson Senior Care Center, and a visit to a special education classroom.

At this time four full-time AMR paramedics have successfully completed the program. We expect to add three more within three months.

A comprehensive quality improvement (QI) program is planned. A multidisciplinary QI committee will include PES, Mental Health, Aging and Adult Services, EMS, Human Services, Law Enforcement, and AMR. The QI process will review each component of the SMART process including dispatch, on-scene interaction, client assessment, disposition, documentation, consultation, destination, and SMART Clinician process. Sentinel events will be immediately investigated such as patient escape, a call back to the individual within 24 hours, injury to client, or client death within one week of SMART contact.

Other Services in Contract

The new agreement continues to include transportation for prescheduled transport of clients of the Mental Health and Aging and Adult Services Divisions for the purposes of court hearings, evaluations or trials.

Performance Measures

AMR has committed to providing the SMART program with one staffed vehicle twenty-four hours a day, seven days a week. Based upon retrospective data we anticipate that the SMART program will average five to seven responses daily. If the SMART vehicle is already occupied with a call, an AMR BLS ambulance will be dispatched.

The Contract establishes response time standards for the SMART vehicle with a 25-minute response time maximum for most populated areas of the County. The coastside response time maximum is 35 minutes, and for remote areas it is 50 minutes. The Contract specifies the response time compliance standard to be 90%. Financial penalties for late responses are outlined in the Contract.

The performance measure cited in the Board of Supervisors memo is the percent of EMS responses to behavioral emergencies by the SMART vehicle. It is listed as 0% for 2004-05 as the program was not in place during this time. The 70% listed for 2005-06 is a first year estimate and takes into account the possibility that simultaneous calls may result in some calls being handled by a BLS ambulance. The funding being provided to AMR is only enough to provide:

- One SMART vehicle (24/7)
- Interfacility transport of mental health clients
- Prescheduled transportation of clients as specified

Funding

The maximum contract amount is \$1,134,000 for the term of the Agreement. Costs associated with this contract for FY 2005-06 will be \$324,000 and were included in the approved Emergency Medical Services (EMS) budget for FY 2005-06. The sources of this funding are Mental Health Division (\$100,000), Aging and Adult Services Division (\$100,000), and Health Administration (\$124,000). There is no Net County Cost associated with this Contract.

The term of the Contract is through December 7, 2005 through December 31, 2008.

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

| , | HIS AGREEMENT, entered into this | _day of | | , 20 | _, by |
|----------|---|---------------|------------------|----------|-------|
| and betw | veen the COUNTY OF SAN MATEO, herei | nafter called | "County," and | American | |
| Medical | Response West, a California Corporation h | ereinafter c | alled "Contracto | or"; | |

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, it is necessary and desirable that Contractor be retained for the purpose of providing assessment and transportation for mental health patients.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I-\$ 504 Compliance

Attachment 2 -- SMART Program Protocols

Attachment 3-- Procedure for Prescheduled Transportation of Mental Health Patients and Conserved Persons For Purposes of Court Hearings, Evaluations, and Trials Attachment 4 – SMART Vehicle Equipment/Supply List

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

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 the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed One Million One Hundred Thirty Four Thousand Dollars [\$1,134,000].

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 7, 2005 through December 31, 2008.

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.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Indemnity by Contractor. Contractor shall indemnify and save harmless County, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Indemnity by County. County shall indemnify and save harmless Contractor, its officers, agents, employees and servants from all claims, suits or actions of every name, kind and description brought for, or on account of: (A) injuries to or death of any person, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties or claims of damages resulting from County's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Concurrent Negligence. In the event of concurrent negligence of County, its officers and/or employees, and Contractor, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

(2) <u>Liability Insurance</u> The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

| (a) | Comprehensive General Liability | \$1,000,000 |
|-----|-----------------------------------|-------------|
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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.

11. Non-Discrimination

Section 504 applies only to Contractors who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination

under this Agreement.

Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.

Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not

limited to

termination of this Agreement; i)

disqualification of the Contractor from bidding on or being awarded a County ii) contract for a period of up to 3 years;

liquidated damages of \$2,500 per violation; iii)

imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

The Contractor shall comply fully with the non-discrimination requirements required by 41

CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Retention of Records, Right to Monitor and Audit

- (a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.
- (c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

13. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

15. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to: Charlene Silva, Director Health Department 225 37th Ave San Mateo, CA 94403

In the case of Contractor, to:

John Odle, Chief Administrative Officer AMR – San Mateo 1616 Rollins Road Burlingame, CA 94010 IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

| | COUNTY | OF SAN MA | ATEO | × | | | |
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| Contractor's Signature | | | | | | | |

Long Form Agreement/Business Associate v 6/24/04

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. SUMMARY OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Contractor shall provide continuous, uninterrupted, countywide response, assessment, and transportation of individuals as described herein twenty-four (24) hours a day, seven (7) days a week, throughout the term of this Agreement unless otherwise specified in this Agreement. The service shall be according to the specifications set forth in this Agreement and according to standards, policies, and procedures established by the County.
- B. Contractor shall provide data collection and reporting functions according to specifications set forth within this Agreement.
- C. Contractor agrees that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact.

II. DETAILED SERVICE CATEGORIES, STANDARDS, AND REQUIREMENTS

- A. Immediate Response To Field Settings For Patients With Behavioral Emergencies
 - 1. The program shall be called the San Mateo County Mental Health Assessment and Referral Team (SMART). The program shall be conducted in accordance with SMART Program protocols agreed upon by County and Contractor. These protocols and any amendments thereto shall be incorporated by reference into this Agreement as Attachment 2.
 - 2. Upon County's request, Contractor's SMART unit will respond to patients presenting with behavioral emergencies.

3. Personnel

- a. The SMART program services will be provided by a paramedic who meets qualifications approved by County including completion of a county-approved training program.
- b. The SMART paramedic will follow County protocols, procedures, and policies related to patient assessment, 5150 placement, patient management, consultation with County staff, transport destination, and any referral for services.
- c. The SMART paramedic will complete written and/or electronic documentation of all patient contacts under this Agreement in accordance with County policies and procedures.

4. Vehicles and Equipment

- a. Contractor will provide services for the SMART program using a non-ambulance vehicle that has a caged-in rear seat and with the rear door locks controlled only by the driver.
- b. Contractor will maintain SMART program vehicles using the same standards for vehicle maintenance that are used for Contractor's ambulances performing services under Contractor's Agreement with County for Countywide Advanced Life Support First Response and Emergency Ambulance Service.
- c. Contractor will remove SMART vehicles from primary service under this Agreement at 175,000 miles and will remove them completely from service under this Agreement at 250,000 miles.
- d. SMART vehicle colors, lettering and signage must be approved by County. If any vehicle is cosmetically damaged, Contractor will remove it from service as soon as possible.
- e. The SMART vehicle shall be equipped with a full complement of basic and advanced life support equipment and supplies in accordance with an inventory list approved by the County. This inventory list and any amendments thereto shall be incorporated by reference into this Agreement as Attachment 4.

5. Backup Plan When SMART Unit Unavailable

In the event that the SMART Unit is unavailable to respond to the dispatch request by County, due to multiple simultaneous behavioral emergency calls, Contractor will respond with a basic life support (BLS) ambulance or with a 911 ambulance in accordance with County policies and procedures.

6. Quality Improvement Plan

- a. Contractor and County shall jointly develop a quality improvement plan. Such plan shall be updated at least annually and will include, but not be limited to, a review of both operational and clinical aspects of the SMART program.
- b. Contractor shall ensure that its staff, including SMART paramedics, actively participate in SMART quality improvement activities.

7. SMART Response Time Standards

Response times are calculated from the time of dispatch through the time of arrival at the scene. An on-time response time for the zones below means that the SMART vehicle arrives within the number of minutes specified in the name of the response time zone.

a. 25 Minute Response Zone

This zone includes the incorporated and unincorporated portions within and adjacent to Daly City, Brisbane, Pacifica, Colma, San Bruno, Millbrae, Burlingame, San Mateo, Hillsborough, Foster City, Belmont, San Carlos, Atherton, Menlo park, East Palo Alto, Redwood City, South San Francisco, San Francisco International Airport, and all areas along or east of Interstate 280.

b. 35 Minute Response Zone

This zone includes the incorporated and unincorporated portions within and adjacent to Woodside, Portola Valley, the City of Half Moon Bay and areas along Highway 1 from Half Moon Bay north to Montara State Beach and south to Purisima Creek.

- c. 50 Minute Response Zone This zone includes all areas, within San Mateo County, not included in the 25 minute or 35 minute response time zones above.
- 8. Response Time Compliance
 Contractor shall maintain a response time compliance with the standards stated in 7 above at a minimum of 90%.

9. Penalties

- a. For each incident in which a Contractor's vehicle (SMART, BLS ambulance, ALS ambulance, or Supervisor's vehicle) fails to arrive on-scene within the specified standard in 7. above, Contractor will be fined \$3.00/minute to a maximum of \$250.00.
- b. For each incident in which Contractor's vehicle (SMART, BLS ambulance, ALS ambulance, or Supervisor's vehicle) never arrives on-scene, Contractor will be fined \$400.
- c. On a monthly basis if Contractor substitutes a properly designated SMART response request with an ambulance response for greater than 20% of the total responses the Contractor will be fined the following percentages of the total penalty dollars assessed for late arrival for that month, in the following increments:
 - 1) 20 30% = 10%
 - 2) 31 40% = 20%
 - 3) 41 50% = 30%
- B. Prescheduled Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials.
 - 1. Applicable Transports

These transports shall be for the purposes of court hearings, evaluations, or trials. The transports shall be primarily between board and care facilities, acute care psychiatric facilities, and state hospitals to court facilities.

2. Personnel

Contractor shall staff each vehicle with currently California certified EMTs meeting any specifications set forth by the Director of the Health Department including, but not limited to, verifiable training in the care of psychiatric patients.

3. Attendance Requirement Until Assignment Completion

Contractor's attendance shall be required continuously with the patient until the assignment is completed in accordance with procedures developed jointly by County and Contractor. These procedures and any amendments thereto shall be incorporated by reference into this Agreement as Attachment 3.

4. Patient Record

A patient record, according to the specifications of the Director of the Health Department, shall be completed for each patient transport. A copy of the patient record shall be retained on file by Contractor.

5. Availability

Contractor shall provide these transportation services everyday that court is in session.

6. Vehicles and Equipment

- a. Vehicles will be not be more than seven (7) years old or have greater than 175,000 miles and vehicle colors, lettering and signage must be approved by County. If any vehicle is cosmetically damaged, Contractor will remove it from service as soon as possible. The vehicles will be either an ambulance or a vehicle that meets the specifications contained in II.A.4.
- b. First aid kits, meeting all specifications of the Director of the Health Department, shall be available on each vehicle.
- c. Vehicles shall be equipped with cellular phones.

7. Response Times Requirements and Penalties

a. Requests for transport

Requests for transport shall be made by staff from the Conservatorship Investigation Office, the Division of Aging and Adult Services, County Counsel's Office, or Psychiatric Emergency Services. Transports shall be scheduled at least twenty-four (24) hours in advance. Contractor must arrive on time for court appearances. On time means that the patient will arrive at least fifteen (15) minutes before the set court time.

b. Financial Penalties

Financial penalties will be levied by County on Contractor for late arrival for court appearances. Contractor will be charged \$3.00 per minute, to a maximum of \$100.00, when the client arrives later than "on-time" as described above. For each incident in which the client never arrives in court due solely to the actions of the Contractor, the Contractor will be fined \$400.

C. Interfacility Transport of Mental Health Clients

1. Applicable Transports

Contractor shall transport clients of County Mental Health between various incounty and out-of-county facilities. All requests for interfacility transports, within this category, shall be made by county according to procedures established by the Director of the Health Department. Applicable interfacility transports include, but are not limited to, the transport of a patient from a San Mateo County Receiving Hospital to San Mateo Medical Center, from San Mateo Medical Center and other facilities such as, but not limited to, Cordilleras Mental Health Center, Napa State Hospital, Atascadero State Hospital and board and care facilities. The County recognizes that some California counties currently identify a contracted ambulance provider who holds exclusive patient transport rights within an established exclusive operating area as specified in Section 1797.224. In this event, AMR will coordinate the transportation and the County will accept financial responsibility for the alternative providers transportation charges. AMR, at the request of the County, will carry out the return transportation of these patients.

2. Personnel

Contractor shall staff each vehicle with two EMT-ls who have received verifiable training in the care of psychiatric patients.

3. Vehicles

Transporting vehicles shall be ambulances not more than seven (7) years old or have greater than 175,000 miles. These ambulances shall be constructed and equipped to safely transport and care for patients requiring physical restraints. Vehicle colors, lettering and signage must be approved by County. If any vehicle is cosmetically damaged, Contractor will remove it from service as soon as possible.

4. Response Time Requirements

| Expected Transport Distance | Advanced Scheduling Required |
|-----------------------------|------------------------------|
| Up to 250 miles or less | 24 hours |
| Greater than 250 miles | 48 hours |

If the transport has been prescheduled as described above Contractor's ambulance shall arrive within 15 minutes of the prescheduled time. If the transport has not been prescheduled as specified above the Contractor's ambulance shall arrive within 3 hours of the requested time. Failure to meet these response requirements shall cause County to fine Contractor \$10 for each late response. For each incident in which Contractor's vehicle (SMART, BLS ambulance, ALS ambulance, approved back-up provider, or Supervisor's vehicle) never arrives to transport the client, Contractor will be fined \$400. In the event that the County is unable to provide Contractor with agreed upon pre-notification, the Contractor will make every effort to provide the service within the time requested. In the event that the Contractor is unable to provide the requested service due to short notification, the Contractor will not be subjected to a fine.

5. Patient Medical Record

A patient medical record, according to the specifications of the Director of the Health Department, shall be completed for each patient and retained on file by Contractor.

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 \$ 1,134,000 for services rendered in accordance with this contract as follows:

- 1. 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.
- 2. 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.
- 3. 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.

Procedure for Prescheduled Transportation of Mental Health Patients and Conserved Persons For Purposes of Court Hearings, Evaluations, and Trials

Scheduling Transportation
 County's Conservatorship Investigation Office, the Division of Aging
 and Adult Services, County Counsel's Office, or Psychiatric
 Emergency Services will contact the AMR Dispatch Center to schedule
 the appointment at least one day in advance.

2. Canceling Appointment

- a. Aging & Adult Services staff, Karen Low or her alternate, cancel the appointment by notifying the AMR Dispatch Center.
- b. County Counsel, Peter Finck, may cancel the appointment by notifying the AMR Dispatch Center.
- c. If the client refuses to go to the court appearance when the AMR crew attempts to have the client board the transport vehicle, the AMR crew will notify the AMR Dispatch Center and the AMR Dispatch Center will immediately notify County Counsel.

Attendance

The AMR crew will be responsible for attending the client from the time the client leaves the care facility through the time the client is returned to the care facility.

- 4. An AMR crew member will keep the client under his/her observation at all times and will remain within 10 feet of the client unless this is not possible during the time the client is in the courtroom.
- 5. An AMR crew member will be in the courtroom during the client's hearing.
- 6. An AMR crew member will accompany to the restroom if needed to ensure that elopement does not occur.
- 7. If client is restrained on a gurney, the only person who can permit the client to be unrestrained and off gurney will be the client's attorney.
- 8. In the event that the client attempts to elope, one AMR crew will attempt to stay with the client and the other crew member will immediately notify County security.

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

| The Contractor(s): (Check a or b) |
|--|
| a. Employs fewer than 15 persons. |
| b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation. |
| JOHN ODEL |
| Name of 504 Person - Type or Print |
| AMERICAN MEDICAL RESPONSE Name of Contractor(s). Type or Print |
| Name of Contractor(s) - Type or Print |
| 1616 Rollins Road |
| Street Address or P.O. Box |
| Burlingame, CA 94010 |
| City, State, Zip Code |
| I certify that the above information is complete and correct to the best of my knowledge. |
| Signature |
| RABIONAL CED |
| Title of Authorized Official |

*Exception: DHHS regulations state that:

10-4-05

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

FINGERPRINTING CERTIFICATION FORM

Agreement with

For

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Name

T:41a

Signature

Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

| ì | Vendor Identification |
|---|--|
| | Name of Contractor: American Medical Response |
| | Contact Person: John Odle |
| | Address: 1616 ROLLINS Rd |
| | Barlingame, CA 94010 |
| | Phone Number: 650-652-53 28 Fax Number: 650-259-616/ |
| | |
| 1 | Employees |
| | Does the Contractor have any employees? X Yes No |
| | Does the Contractor provide benefits to spouses of employees? X Yes No |
| | *If the answer to one or both of the above is no, please skip to Section IV.* |
| - | ll Equal Benefits Compliance (Check one) |
| | Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners. Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits. No, the Contractor does not comply. The Contractor is under a collective bargaining agreement which began on(date) |
| | and expires on (date). |
| | IV Declaration I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually. |
| | Executed this day of, 20at(City) (State) |
| | |
| | 20hn Odle |
| | Signature Name (Please Print) |
| _ | DU-3147881 |
| | On of Operations Contractor Tax Identification Number |

CONTRACT INSURANCE APPROVAL

DATE:

10-24-05

TO:

Steve Rossi

FAX: 363-4864 PONY: EPS 163

FROM:

Barbara Pletz/Claudette Clarke

PHONE:

2579/2364

FAX: 573-2029

PONY: HLT 312

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: American Medical Response

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: Multiple

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Contractor shall provide continuous, uninterrupted, county wide response, assessment, and transportation of individuals as well as provide data collection and reporting functions as specified in this Agreement. Also, Contractor's employees who have contact with children will be required to be fingerprinted in order to do a background check.

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|-----------------------------|--------------------------|---------|-------|---------|
| Comprehensive General Liabi | lity /Hi/ | dyle | | |
| Motor Vehicle Liability | / Mil | □ gle | | |
| Professional Liability | /mi/ | w gle | | |
| Workers' Compensation | Statutory | | | |
| REMARKS/COMMENTS: | | | | |
| | Manine | Biller | 7 | 0/26/05 |
| | Risk Management Signatur | re | Date | |

Client#: 12332 AMERIMED1

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