

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

THIS 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 T 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, 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 1—§ 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) **Liability Insurance** 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

- A. *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.
- B. *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.
- C. *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.
- D. *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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) 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.

- E. *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.
- F. 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.

12. 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 MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

American Medical Response West


Contractor's Signature

Date: 10-4-05

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 in-county 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-Is 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

1. 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.
3. 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

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

REGIONAL CEO
Title of Authorized Official

10-4-05
Date

*Exception: DHHS regulations state that:

"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

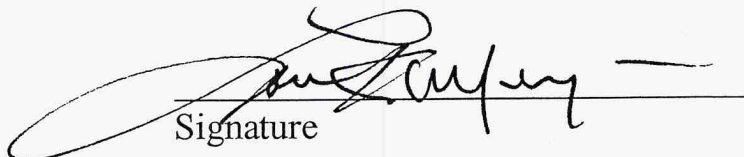
Agreement with

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.

Louis K. Meyer
Name

REGIONAL CEO
Title


Signature

10-4-05
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/05

PRODUCER
McQueary Henry Bowles Troy
12700 Park Central Drive, 17th Floor
Dallas Texas 75251

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED
American Medical Response, Inc.
6200 S. Syracuse Way, Ste. 200
Greenwood Village, CO 80111

INSURER A: Arch Specialty Ins. Co.

21199

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A		OTHER Medical Professional Liab Claims Made Cov.	42UFE000537900	04/15/05	04/15/06	\$10,000,000 Incident	\$5,500,000 SIR*
						*Self Insured Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

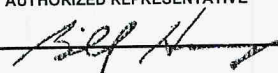
CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2005

PRODUCER
Aon Risk Services, Inc. of Colorado
4100 East Mississippi Avenue
Suite 1500
Denver CO 80246 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE: (303) 758-7688 FAX: (303) 758-9458

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

INSURED
American Medical Response
6200 South Syracuse, Suite 200
Greenwood Village CO 80111 USA

COVERAGES SIR May Apply

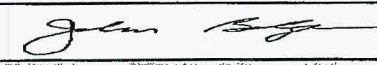
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	HDOG21713260	02/10/05	02/10/06	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$6,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	ISA H0 79 32 30 3	02/10/05	02/10/06	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000	XOOG22083065	02/10/05	02/10/06	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WLRC44180625 (All other states)	02/10/05	02/10/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
A			SCFC44180662 (WI)	02/10/05	02/10/06	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Verification of Insurance - Named Insured Includes: American Medical Response, Inc. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

CERTIFICATE HOLDER
 American Medical Response
 6200 S Syracuse way #200
 Greenwood CO 80111 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Holder Identifier : 570012662609 Certificate No : 570012662609

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: American Medical Response
Contact Person: John Odle
Address: 11616 ROLLINS RD
Burlingame, CA 94010
Phone Number: 650-652-5328 Fax Number: 650-259-6161

II 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.

III Equal Benefits Compliance (Check one)

- X 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 ___, 20__ at ___ (City) ___ (State)

Signature: [Handwritten Signature]
Title: Dir. of Operations

Name (Please Print): John Odle
Contractor Tax Identification Number: 04-3147881