

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
AMERICAN MEDICAL RESPONSE WEST FOR ASSESSMENT AND TRANSPORT  
OF PERSONS WITH BEHAVIORAL EMERGENCIES AND FOR THE TRANSPORT  
OF MENTAL HEALTH CLIENTS**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, 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, the parties entered into an Agreement for the assessment and transport of patients with behavioral emergencies and for the transport of mental health clients on December 6, 2005; and

WHEREAS, the Agreement was amended on February 10, 2009, to increase the maximum obligation by \$162,000 for a new maximum obligation of \$1,296,000, and extend the term through June 30, 2009; and

WHEREAS, the Agreement was amended again on July 14, 2009, to increase the maximum obligation by \$81,000 for a new maximum obligation of \$1,377,000, and extend the term through September 30, 2009; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$258,000 for a new maximum obligation of \$1,635,000, and extend the term through June 30, 2010.

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

- 1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

**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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed ONE MILLION SIX HUNDRED THIRTY-FIVE DOLLARS (\$1,635,000).

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

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 7, 2005 through June 30, 2010.

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.

**3) Paragraph 15 is hereby deleted in its entirety and replaced with the following:**

**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:**

Jean S. Fraser Chief  
Health System  
County of San Mateo  
225 37<sup>th</sup> Ave  
San Mateo, CA 94403

**In the case of Contractor, to:**

Brad White, General Manager

AMR – San Mateo  
1510 Rollins Road  
Burlingame, CA 94010

- 4) **Exhibit “A” is hereby deleted in its entirety and replaced with the attached Exhibit “A”**
- 5) **Exhibit “B” is hereby deleted in its entirety and replaced with the attached Exhibit “B”**
- 6) **Attachment 3 is hereby deleted in its entirety and replaced with the attached Attachment 3**
- 7) **All other terms and conditions of the agreement dated December 6, 2005, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

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

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

ATTEST:

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

**AMERICAN MEDICAL RESPONSE WEST**

\_\_\_\_\_  
Contractor’s Signature

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

## 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 twelve (12) hours a day, seven (7) days a week, throughout the term of 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. Upon County's request and as noted below the 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 from time to time.
  - 2. Upon County's request, Contractor's SMART unit will respond to patients presenting with "code two" behavioral emergencies as defined by County Public Safety Communications and the law enforcement officer on scene. The SMART unit may also be utilized for Prescheduled Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials.
  - 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 195,000 miles and will remove them completely from service under this Agreement at 250,000 miles unless otherwise approved by the County.
- 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.

#### 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.

#### 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 for a "code two" behavioral emergency

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. 45 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. 60 Minute Response Zone

This zone includes all areas, within San Mateo County, not included in the 25 minute or 45 minute response time zones above.

8. Response Time Compliance

Contractor shall make a good faith effort to maintain a response time compliance with the standards stated in 7 above at a minimum of 90%.

9. Quality Measure: AMR will provide a monthly summary of the response time compliance by the SMART unit to the EMS Agency. If compliance falls below 90% for two (2) consecutive months the contractor will be fined \$500.

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, at a minimum with one 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. Contractor may utilize ambulances or the primary or backup SMART vehicle. 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. At a minimum, the backup SMART vehicle will carry BLS first aid supplies meeting all specifications of the County.
- b. Vehicles shall be equipped with cellular phones.

#### 7. Response Times Requirements and Penalties

##### a. Requests for transport

Contractor shall make a good faith effort to meet response time requirements. County and Contractor shall work cooperatively to implement appropriate utilization controls. 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. Performance Measure

It is the County's expectation that court appearances shall be made on time and as scheduled. There shall be a monthly report made by Contractor to the EMS Agency documenting the total number of scheduled transports, cancelations by any County entity, late arrivals by Contractor or any incident in which the client does not arrive in court due solely to the actions of the contractor.

### C. Interfacility Transport of Mental Health Clients

#### 1. Applicable Transports

Contractor shall transport non-medical County Mental Health clients 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 Chief of the Health System. 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 provider's transportation charges. AMR, at the request of the County, will carry out the return transportation of these patients.

2. Personnel

Contractors personnel shall at a minimum be EMT-1's.

3. Vehicles

Contractor may utilize ambulances, the primary or backup SMART vehicle. 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. At a minimum, the backup SMART vehicle will carry BLS first aid supplies meeting all specifications of the County.

4. Response Time Requirements

a. Scheduling

<i>Expected Transport Distance</i>	Advanced Scheduling Required
Up to 250 miles or less	24 hours
Greater than 250 miles	48 hours

b. Contractor shall make a good faith effort to meet response time requirements. County and Contractor shall work cooperatively to implement appropriate utilization controls. 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.



c. Performance Measure

It is the County's expectation that scheduled interfacility transports be made in a timely manner. There shall be a monthly report made by Contractor to the EMS Agency documenting the total number of scheduled transports, cancelations by any County entity, late arrivals by Contractor or any incident in which the client does not arrive at the destination due solely to the actions of the Contractor.

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 \$ 1,635,000 for services rendered in accordance with this contract as follows:**

1. For the period December 2005 through September 2009
  - a. 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.
  - b. 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.
2. For the period October 2009 through June 2010, County will pay contractor \$28,500 monthly within 30 days of receipt of an approved invoice that will include a listing of all responses and transport performed under this contract.
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 personnel 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.