

**AMENDMENT FOUR TO THE 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 _____, 2010, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, hereinafter called "Contractor";

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, 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 7, 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 Agreement was amended again on September 29, 2009, 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; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$311,200 for a new maximum obligation of \$1,946,200, and extend the term through April 30, 2011.

**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 NINE HUNDRED FORTY-SIX THOUSAND TWO HUNDRED DOLLARS (\$1,946,200).

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 April 30, 2011.

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 States 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 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Brad White, General Manager
AMR San Mateo
1510 Rollins Road
Burlingame, CA 94010

- 4) **Paragraph 16 is hereby added as follows:**

16. To the extent not already included in the Agreement, the parties hereby add the following terms to the Agreement:

Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

Compliance Program and Code of Conduct. Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and

certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

- 5) **Exhibit "A" is hereby deleted in its entirety and replaced with the attached Exhibit "A"**
- 6) **Exhibit "B" is hereby deleted in its entirety and replaced with the attached Exhibit "B"**
- 7) **Attachment 3 is hereby deleted in its entirety and replaced with the attached Attachment 3**
- 8) **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 through one (1) dedicated SMART car. The parties understand and agree that there may be circumstances beyond the control of Contractor impacting the ability to provide continuous staffing and service. In the event Contractor is unable to regularly staff eighty-four (84) unit hours per week, measured on a monthly basis ninety percent (90%) of the time, County may exercise the right to change the flat monthly fee paid to Contractor to an hourly rate of EIGHTY-FIVE DOLLARS AND FORTY-NINE CENTS (\$85.49) multiplied by the actual hours staffed and in service. 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.
- 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, and 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 (seven) 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 Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials.

1. Applicable Transports

Applicable transports are defined as a client requiring recumbent transport on a gurney due to their physical condition or requiring restraints and the client is not capable of being transported by other means such as but not limited to; a para-transit wheelchair or ambulatory conveyance vehicle. 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 ambulance, at a minimum with two California certified EMT-1's meeting any specifications set forth by the Chief of the Health System 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 every day that court is in session.

6. Vehicles and Equipment

- a. Contractor may utilize only BLS or non-system ALS ambulances. 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.
- 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

Applicable transports are defined as a client requiring recumbent transport on a gurney due to their physical condition or requiring restraints and the client is not capable of being transported by other means such as but not limited to; a para-transit wheelchair or ambulatory conveyance vehicle. Contractor shall transport non-medical County Mental Health clients between various in-county and out-of-county facilities. These clients require non-emergency ambulance transportation on a gurney at the Basic Life Support Level (BLS), and may also require restraints. All requests for interfacility transports, within this category, shall be made by County according to procedures established by the Chief of the Health System as outlined in Attachment 3 of this Agreement. 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 other out-of-county destinations, such as 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 two EMT-1's.

3. Vehicles

Contractor may utilize only ambulances that carry at a minimum BLS first aid supplies and equipment meeting all specifications of the County. 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 ambulance 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	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 Chief of the Health System, 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 \$1,946,200 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 transports performed under this contract.
3. For the period July 1, 2010 through April 30, 2011, County will pay Contractor \$31,120 monthly within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under this contract.
4. 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**

**These Clients Require Non-Emergency Ambulance Transportation on a
Gurney at the Basic Life Support Level (BLS), and May Require Restraints**

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. Specified Aging & Adult Services staff may cancel the appointment by notifying the AMR Dispatch Center.
 - b. County Counsel, 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.