



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 25, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Sam Barnett, Administrator, Emergency Medical Services
Steve Kaplan, Director, Behavior Health and Recovery Services

SUBJECT: Amendment One to the Agreement with American Medical Response West

RECOMMENDATION:

Adopt a Resolution:

- A) Waiving the Request for Proposals process and authorizing the President of the Board to execute Amendment One to the Agreement with American Medical Response West for assessment and transport of persons with behavioral emergencies and for the prescheduled transport of Behavioral Health and Recovery Services clients, extending the term by three months from July 1, 2011 through December 31, 2011, and increasing the maximum obligation by \$93,360 to a new maximum obligation of \$186,720; and
- B) Authorizing the Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

During June 2011 Budget Hearings, your Board approved a Non-Departmental Reserves appropriation to fund the SMART Agreement for six months with the hope of securing additional funding from the Health Care Districts. A report back on the status of additional funding is due to your Board in January 2012.

In order to maintain a continuation of services, the County Manager's Office approved a waiver of the Request for Proposals process and a 3-month Agreement with American Medical Response West (AMR) to allow for uninterrupted San Mateo County Mental Assessment and Referral Team (SMART) services to be provided.

DISCUSSION:

The Agreement provides for the assessment and transport of persons with behavioral

emergencies, and for the prescheduled transport of Behavioral Health and Recovery Services (BHRS) clients requiring recumbent transport on a gurney due to their physical condition or requiring restraints. The SMART program was developed by the Health System and AMR. The SMART program provides a specially trained paramedic to respond to law enforcement Code 2 requests for individuals having a behavioral emergency.

A waiver to the RFP process is requested for this Amendment. In order to satisfy Emergency Medical Services (EMS) Agency's requirements, the persons providing the SMART program services have to be County accredited paramedics. By definition such paramedics have to be employed by a County recognized provider, i.e., AMR or one of the local fire departments. The fire departments do not have a mental health program; therefore, the only agency having the ability to staff the SMART program is AMR.

The Amendment and Resolution have been reviewed and approved by County Counsel.

Approval of this Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by improving emergency services provided to people having behavioral emergencies. It is anticipated that 35% of behavioral emergency calls will be handled by the SMART vehicle.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percent of EMS responses to behavioral emergencies by AMR "SMART" vehicle.	32.3%	35%

FISCAL IMPACT:

The term of the Amended Agreement is July 1, 2011 through December 31, 2011. The maximum obligation is increased by \$93,360 for a new maximum obligation of \$186,720 which has been included in the EMS FY 2011-12 Recommended Budget. Of that amount, Behavioral Health and Recovery Services will fund \$50,000 with Mental Health Services Act funds; the Police Chiefs' Association of San Mateo County will fund \$10,000; per your Board, Non-Departmental Reserves will fund \$126,500; and the balance of \$220 will be covered by EMS. There is no Net County Cost associated with this agreement.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION: WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT ONE TO THE AGREEMENT WITH AMERICAN MEDICAL RESPONSE WEST FOR ASSESSMENT AND TRANSPORT OF PERSONS WITH BEHAVIORAL EMERGENCIES AND FOR THE PRESCHEDULED TRANSPORT OF BEHAVIORAL HEALTH AND RECOVERY SERVICES CLIENTS, EXTENDING THE TERM BY THREE MONTHS FROM JULY 1, 2011 THROUGH DECEMBER 31, 2011, AND INCREASING THE MAXIMUM OBLIGATION BY \$93,360 TO A NEW MAXIMUM OBLIGATION OF \$186,720; AND AUTHORIZING THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

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

WHEREAS, the parties entered into an Agreement on July 5, 2011, for the purpose of providing assessment and transportation for mental health patients, for the term of July 1, 2011 through September 30, 2011, for a maximum obligation of \$93,360; and

WHEREAS, the parties now wish to amend the Agreement to increase the maximum obligation by \$93,360 for a new maximum obligation of \$186,720 and extend the term through December 31, 2011.

WHEREAS, this Board has been asked to waive the Request for Proposals process for the Amendment to the Agreement with American Medical Response West

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County requirement for the Request for Proposals process for said Amendment is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2011, 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 providing assessment and transportation for mental health patients on July 5, 2011; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$93,360 for a new maximum obligation of \$186,720 and extend the term through December 31, 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 HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$186,720).

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 July 1, 2011 through December 31, 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) **Exhibit "B" is hereby deleted in its entirety and replaced with the attached Exhibit "B"**
- 4) **All other terms and conditions of the agreement dated July 5, 2011, 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 "B"

In consideration of the services provided by Contractor in Sections A. and B of Exhibit "A", County shall pay Contractor based on the following fee schedule:

County shall pay Contractor a maximum of \$186,720 for services rendered in accordance with this contract as follows:

1. For the period July 1, 2011 through December 31, 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.
2. 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.