



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** January 20, 2012  
**BOARD MEETING DATE:** February 14, 2012  
**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 Three to the Agreement with American Medical Response West

**RECOMMENDATION:**

Adopt a Resolution authorizing the President of the Board to execute Amendment Three 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 from July 1, 2011 through June 30, 2012, and increasing the maximum obligation by \$60,000 to a new maximum obligation of \$246,720.

**BACKGROUND:**

The contract with American Medical Response West (AMR) 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 San Mateo County Mental Assessment and Referral Team (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.

During the 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 was presented 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 (RFP) process and approved a three month Agreement with American Medical Response West for \$93,360 to provide assessments and transportation for mental health patients through September 30, 2011.

On September 27, 2011, Amendment One to the Agreement was approved by your Board. Amendment One waived the RFP process, increased the maximum obligation by \$93,360 to a new maximum obligation of \$186,720, and extended the term through December 31, 2011.

On December 12, 2011, the Health System Chief executed Amendment Two to extend the term of the Agreement by two months, through February 29, 2012 without increasing the maximum obligation. The County was able to take advantage of a clause in the contract which allows for a decrease in the rate charged by AMR if the SMART unit does not meet contracted service hours.

**DISCUSSION:**

This amendment increases the amount of the contract by \$60,000 for a new total obligation of \$246,720, which is the maximum level of funding available for this Agreement. The reduction in the level of services provided by SMART resulted in a 34% decrease in expenditures, permitting the extension of the program to June 30, 2012.

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:**

<b>Measure</b>	<b>FY 2010-11 Actual</b>	<b>FY 2011-12 Projected</b>
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 June 30, 2012. The maximum obligation is increased by \$60,000 for a new maximum obligation of \$246,720 which has been included in the EMS FY 2011-12 Adopted Budget. Of that amount, Behavioral Health and Recovery Services will fund \$100,000 with Mental Health Services Act funds; the Police Chiefs' Association of San Mateo County will fund \$20,000; 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 AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AMENDMENT THREE 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 FROM JULY 1, 2011 THROUGH JUNE 30, 2012, AND INCREASING THE MAXIMUM OBLIGATION BY \$60,000 TO A NEW MAXIMUM OBLIGATION OF \$246,720**

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**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;

**WHEREAS**, the parties amended the Agreement on September 27, 2011, 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**, the parties amended the Agreement on December 12, 2011, to extend the term through February 29, 2012; and

**WHEREAS**, the parties now wish to amend the Agreement to increase the maximum obligation by \$60,000 for a new maximum obligation of \$246,720 and extend the term through June 30, 2012.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Amendment for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

\* \* \* \* \*

**AMENDMENT THREE 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:  
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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 on July 5, 2011, for the term of July 1, 2011 through September 30, 2011, for a maximum obligation of \$93,360 to provide assessment and transportation for mental health patients;

WHEREAS, the parties amended the Agreement on September 27, 2011, 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, the parties amended the Agreement on December 12, 2011, to extend the term through February 29, 2012; and

WHEREAS, the parties now wish to amend the Agreement to increase the maximum obligation by \$60,000 for a new maximum obligation of \$246,720 and extend the term through June 30, 2012.

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

**1) 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 June 30, 2012.

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 Chief of the Health System

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

By: \_\_\_\_\_  
Contractor's Signature

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

### **Exhibit "B"**

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

County shall pay Contractor a maximum of \$246,720 for services rendered in accordance with this contract as follows:

1. For the period July 1, 2011 through June 30, 2012, except as provided in Exhibit A, 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.