

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

THIS AGREEMENT, entered into this _____ day of _____, 2012, 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 I 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-1—Services, SMART

Exhibit B-1—Payments and rates, SMART

Appendix 1—Medi-Cal Administrative Activities requirements.

Exhibit A-2—Services, Court & Interfacility Transport

Exhibit B-2—Payments and rates, Court & Interfacility Transport

Attachment I—§ 504 Compliance

Attachment 2-- Procedure for Prescheduled Transportation of Mental Health Patients and Conserved Persons For Purposes of Court Hearings, Evaluations, and Trials

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B-1" and Exhibit "B-2" Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A-1" and Exhibit "A-2."

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-1" and Exhibit "A-2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1" and Exhibit "B-2." 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 THREE HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED FORTY (\$378,440).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2013.

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon ninety (60) 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 sixty (60) 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 blanket 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 blanket endorsed to endeavor 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 BHRS Director, where applicable.

Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

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. AMR 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 AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR'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.

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. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. 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.

14. 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

15. 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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt 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

With Copy To:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

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-1

SMART PROGRAM

In consideration of the payments set forth in Exhibit "B-1", Contractor shall provide the following services:

I. Description of Services to be Performed by the Contractor

Contractor shall provide Medi-Cal Outreach and Referral in Crisis Situations for Non-Open Cases that support Medi-Cal eligible and potentially eligible clients to gain access to mental services and other Medi-Cal covered services that improve their well-being and health outcomes.

Non-Open Cases shall be defined as clients who are not currently receiving Short-Doyle Medi-Cal services within the County. Contractor shall determine Non-Open case status through restricted access to the San Mateo County Behavioral Health & Recovery Services client Protected Health Information (PHI), as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). For open cases, Contractor will notify the provider of record for care coordination per protocol provided by County.

Activities will include:

- A. Medi-Cal Outreach– Discounted: Informing Medi-Cal eligible or potentially eligible clients about the need for and availability of Medi-Cal and non-Medi-Cal mental health services; referring persons to other Medi-Cal covered services; training related to Medi-Cal Outreach.
- B. Referral in Crisis Situations for Non-Open Cases – Discounted: Intervening in a crisis situation for Non-Open Cases by referring to mental health services.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement.

II. Introduction

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.

III. Detailed Service Categories, Standards, and Requirements -

- A. The purposes of the SMART services are to provide immediate Medi-Cal Outreach and Referral in Crisis Situations for Medi-Cal eligible or potentially eligible clients with behavioral emergencies in field settings.

- 1) Outreach (informing Medi-Cal eligible or potentially Medi-Cal eligible or potentially eligible clients about Medi-Cal covered services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potentially Medi-Cal eligible clients to understand the need for Medi-Cal and non-Medi-Cal mental health services; actively encouraging reluctant and difficult Medi-Cal eligible or potentially Medi-Cal eligible clients to accept needed Medi-Cal and non-Medi-Cal mental health and health services; informing at-risk populations about the need for and availability of Medi-Cal and non-Medi-cal mental health services; and training related to Medi-Cal Outreach) and
 - 2) Referral in Crisis Situations for Non-Open Cases (Intervening in a crisis situation by referring Non-Open Cases to Medi-Cal and non-Medi-cal mental health services; and training related to Referrals in Crisis Situations for Non-Open Cases).
- B. Contractor shall provide countywide outreach and referral in crisis situation for non-open Cases to Medi-Cal eligible and potentially eligible clients as described herein twelve (12) hours a day, seven (7) days a week, throughout the term of this Agreement through one (1) dedicated SMART unit staffed with one (1) qualified SMART paramedic. The service shall be according to the specifications set forth in this Agreement and according to standards, policies, and procedures established by the County.
- C. Upon County's request, Contractor's SMART unit will respond to Medi-Cal eligible clients or potentially Medi-Cal eligible clients in a crisis situation presenting with behavioral emergencies as defined by the County approved policies as administered by County Public Safety Communications and the law enforcement officer on scene.
- D. Upon County's request the Contractor shall provide data collection and reporting functions according to specifications set forth within this Agreement.
- E. 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.

IV. Personnel

- A. The SMART program services will be provided by a California licensed 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 client services, including, assessments, 5150 placement, patient management, consultation with County staff, and transport.
- C. The SMART paramedic will complete written and/or electronic documentation of all Medi-Cal eligible or potentially Medi-Cal eligible patient contacts under this Agreement in accordance with County, State, and Federal policies and procedures.

V. 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 paramedic.
- 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.
- E. The SMART vehicle shall be equipped with basic and advanced life support equipment and supplies in accordance with an inventory list approved by the County.
- F. 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 crisis calls, Contractor will respond a 911 system ambulance to include Contractor's surge ambulances. Contractor shall be entitled to charge for ambulance services as described in the Agreement for Countywide Emergency Ambulance Services. Contractor and County further agree that ambulance responses through County PSC designated 252ALS will be handled as follows; if Contractor's internal billing practices do not result in full payment, Contractor shall fully discount the billing or remaining balance, and shall not send to an outside collection agency.

VI. Quality Improvement Plan

- A. All activities shall be provided in compliance with the HIPAA.
- B. All activities shall be provided in compliance with Medi-Cal Administrative Claiming requirements and conform to the Medi-Cal Administrative Activity Requirements as described in exhibit A-1.
- C. If requested by the County, Contractor and County will jointly develop a quality improvement plan. Such plan may be updated at least annually and will include, but not be limited to, a review of both Medi-Cal Outreach and referral of crisis aspects of the SMART program, health record sharing for open and Non-Open Cases, and HIPAA standards.
- D. Contractor shall ensure that its staff, including SMART paramedics, actively participate in SMART quality improvement activities.

- E. SMART paramedics shall participate in training provided and/or sponsored by County BHRS related to services provided through this agreement. Training topics may include, but not be limited to HIPAA compliance, confidentiality, and how to access services provided by San Mateo County Behavioral Health and Recovery Services. Trainings shall be scheduled at such times that are mutually agreeable to Contractor and County.

VII. SMART Response Time Goals

If requested by the County, Contractor will measure response time goals from the time of dispatch by PSC until the time that the SMART vehicle notifies PSC by radio (or other reliable method) that it is fully stopped at the location where the vehicle shall be parked during the incident, or in the event that staging is necessary for personnel safety, at the time the vehicle arrives at the staging area. In all incidents where the SMART paramedic fails to report their arrival on scene the time of the next communication from the paramedic or other on-scene personnel to the dispatch center that indicates that the SMART vehicle has already arrived at the scene shall be used as the arrival on scene time unless on scene time is validated by CAD, or MDT time stamp, radio communication recording, or AVL play back. PSC will facilitate Contractor remote access to radio communication recordings if necessary to validate on scene time.

Three (3) types of response time areas:

1. Urban/Suburban
2. Rural
3. Remote

Response times shall be in whole minutes with seconds. The response time goals are:

- a. Urban/Suburban - forty five (45) minutes (at the eighty fifth percentile (85%))
- b. Rural - sixty (60) minutes (at the eighty fifth percentile (85%))
- c. Remote – shall be exempted

Applicable calls are all responses designated in the PSC CAD as 252SMT and 252ALS. In some cases, late responses will be exempted from response time goal standards. The burden of proof that there is good cause for the exemption shall rest with the Contractor. The alleged good cause must have been a substantial factor in producing the excessive response time and must be documented in a format approved by the County. Good cause for an exemption may include, but is not limited to, the following scenarios:

- i. Inaccurate dispatch information or practice when unedited dispatch records or tapes verify the following:
 - a. dispatcher gave incorrect call priority, address, or map coordinates that had a negative effect on response time
 - b. incorrect or inaccurate dispatch information received from a calling party or 911 Public Safety Answering Point
 - c. disrupted voice or data transmission

- ii. Inability to locate address due to non-existent or inaccurate address.
- iii. CAD failure
- iv. Unavoidable delay caused by traffic congestion due to the incident to which the vehicle is responding when there is no reasonable alternate access to the incident.
- v. Weather conditions which impair visibility or create other unsafe driving conditions.
- vi. Unavoidable delays caused by trains.
- vii. Off-road or off-paved road locations. Performance will be measured from the time of dispatch to the time of the vehicle's arrival at the unpaved road.
- viii. A declared state of emergency
Response time areas designated as "remote"

VIII. Response Time Goals

- A. Contractor shall make a good faith effort to maintain a response time compliance with the goals stated in VII (seven) above at a minimum of 85% of responses measured county wide for all three response time areas combined.
- B. Quality Measure:
If requested by the County, AMR will provide a monthly summary of the response time compliance by the SMART unit to the EMS Agency. If response time falls below the goals, upon request of the County, Contractor will meet to discuss measures for performance improvement.

Exhibit B-1
SMART PROGRAM

In consideration of the services provided by Contractor in Exhibit "A-1", County shall pay Contractor based on the following fee schedule:

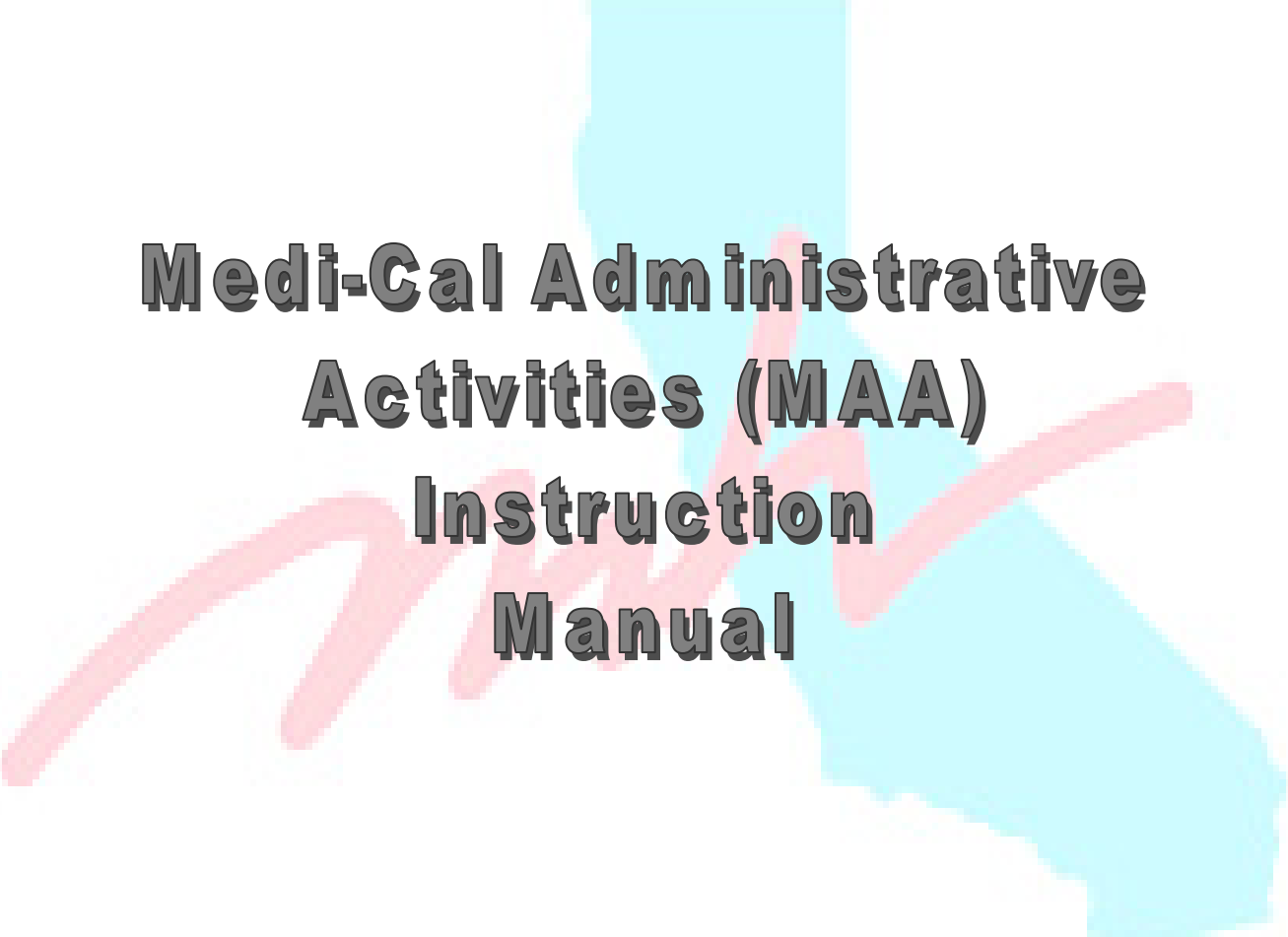
This Agreement with the County is funded by revenue from the Federal Financial Participation Medi-Cal Administrative Activities (MAA) program and with matching Certified Public Expenditure, including Mental Health Services Act and grant funds, for services. Contractor may not use these funds for any other federal matching program nor may Contractor bill Medicare or Medicaid for these services.

County shall pay Contractor a maximum of THREE HUNDRED SEVENTY THREE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$373,440) per year for SMART Program services rendered by the SMART Unit in accordance with exhibit A-1 as follows:

- A. For the period July 1, 2012 through June 30, 2013, County will pay Contractor an amount not to exceed THIRTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$31,120) per month within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A-1" for services performed by the SMART Unit. For clarity, the Contractor shall be permitted to bill for other services as designated in Exhibit B-2.
- B. 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.

C A L I F O R N I A D E P A R T M E N T O F

Mental Health



Medi-Cal Administrative Activities (MAA) Instruction Manual

County Financial Program Support
AUGUST 2002

**(A) MEDI-CAL OUTREACH –
NOT DISCOUNTED
(MODE 55, SFC 01-03)**

DESCRIPTION

1. Informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal services, including Short-Doyle/Medi-Cal services.
2. Assisting at-risk Medi-Cal eligibles or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal.
3. Actively encouraging reluctant and difficult Medi-Cal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services.

NOTE:

- Public health campaigns that contain a discrete segment targeted only to bringing Medi-Cal eligibles into Medi-Cal covered services may be claimed as Outreach only for the targeted segment.
- Information and referral activity that involves referring Medi-Cal eligibles to Medi-Cal providers, or referring potential Medi-Cal eligibles exclusively to Medi-Cal eligibility workers are allowable as Outreach.

SUBCONTRACTING

The local governmental agency (LGA) may subcontract with nongovernmental agencies or programs to conduct Outreach. If the LGA chooses to direct charge the Outreach performed by subcontractors, the contracts must clearly describe the Outreach to be performed, the method used for determining direct charge claiming, and the dollar amount to be paid to the subcontractor.

INSTRUCTIONS FOR PREPARING THE MEDI-CAL OUTREACH CLAIMING PLAN

For *each* campaign, program, or ongoing outreach, provide the following information. Identify the information by using the same numbering sequence as shown below:

1. Identify the type of Outreach performed. (Select from 1, 2 and/or 3 shown above).
2. Provide a clear description of how each Outreach activity will be performed to achieve the objective.
3. Identify the population targeted.
4. Provide the length of time of the Outreach, i.e. days and/or hours.
5. Provide the location(s) where the Outreach will be conducted.
6. Provide the number of times Outreach will be conducted during the fiscal year or indicate if Outreach is an ongoing activity.
7. If using other than actual reported staff time to Mode 55, describe how the costs of Outreach will be developed and documented.
8. Provide the name(s) of the subcontractor(s), if applicable.

DOCUMENTS REQUIRED

1. Position descriptions/duty statements for the staff performing the MAA.
2. Flyers, announcements, or any materials that describe the Outreach campaigns. If materials are unavailable when the claiming plan is submitted to the DMH, provide a statement that gives the location of where materials will be maintained for future DMH, DHS and CMS review.
3. A list of subcontractors, if direct-charge invoices will be submitted.
4. Copies of those sections of contracts that clearly describe the Outreach to be performed, how the time spent performing Outreach will be documented, and that show the effective date of the contract. If direct charging, the contract must clearly show the method used for determining direct-charge claiming (including application of the Medi-Cal percentage discount) and the dollar amount to be paid to the contractor.

(A) MEDI-CAL OUTREACH DISCOUNTED (MODE 55, SFC 17-19)

DESCRIPTION

1. Informing at-risk populations about the need for and availability of Medi-Cal and non-Medi-Cal mental health services.
2. Telephone, walk-in, or drop-in services for referring persons to Medi-Cal and non-Medi-Cal mental health programs.

The approved methods to calculate the discount are (1) county-wide average, and (2) Medi-Cal actual client count. The Department of Health Services (DHS) and the Centers for Medicare and Medicaid Services (CMS) will review the methods during the review of the claiming plan.

SUBCONTRACTING

The LGA may subcontract with nongovernmental agencies or programs to conduct Outreach. If the LGA chooses to direct charge the Outreach performed by subcontractors, the contracts must clearly describe the Outreach to be performed, the method used for determining direct charge claiming, and the dollar amount to be paid to the subcontractor .

INSTRUCTIONS FOR PREPARING THE MEDI-CAL OUTREACH CLAIMING PLAN

For *each* campaign, program, or ongoing Outreach, provide the following information in the order requested. Identify the information by using the same numbering sequence as shown below:

1. Identify the type of Outreach performed. (Select from 1 and/or 2 shown above.)
2. Provide a clear description of how each Outreach activity will be performed to achieve the objective.
3. Identify the population targeted.
4. Provide the method for calculating the Medi-Cal discount.
5. Provide the length of time of the Outreach, i.e. days and/or hours.
6. Provide the location(s) where the Outreach will be conducted.
7. Provide the number of times the Outreach will be conducted during the fiscal year or indicate if Outreach is an ongoing activity.
8. If using other than actual reported staff time to Mode 55, describe how the costs of Outreach will be developed and documented.
9. Provide the name(s) of the subcontractor(s), if applicable.

DOCUMENTS REQUIRED

1. Position descriptions/duty statements for the staff performing MAA.
2. Flyers, announcements, or any materials that describe the Outreach campaigns. If materials are unavailable when the claiming plan is submitted to the DMH, provide a statement that gives the location of where materials will be maintained for future DMH, DHS and CMS review.
3. A list of subcontractors, if direct-charge invoices will be submitted.
4. Copies of those sections of contracts that clearly describe the Outreach to be performed, how the time spent performing Outreach will be documented, and that show the effective date of the contract. If direct charging, the contract must clearly show the method used for determining direct-charge claiming (including application of the Medi-Cal percentage discount) and the dollar amount to be paid to the contractor.

**(C) REFERRAL IN CRISIS SITUATIONS FOR NON-OPEN CASES
DISCOUNTED
(MODE 55, SFC 11-13)**

DESCRIPTION

Intervening in a crisis situation by referring to mental health services

INSTRUCTIONS FOR PREPARING THE REFERRAL IN CRISIS SITUATIONS FOR NON-OPEN CASES CLAIMING PLAN

For *each* type of crisis intervention performed, provide the following information: Identify the information by using the same numbering sequence as shown below.

1. Individually list and clearly describe each allowable type of activity.
2. Provide a clear and specific description of how each type of activity will be performed to achieve the objective.
3. Provide the name(s) of the subcontractor(s) performing the activity, if applicable.
4. Provide the method used to determine time, if other than actual reported staff time to Mode 55, and costs when the activity is performed by claiming unit staff or by subcontractors, and how the cost is calculated.

DOCUMENTS REQUIRED

1. Position descriptions/duty statements for the staff performing the MAA.
2. Copies of those sections of contracts that clearly describe the activity to be performed; how the time spent performing the activity will be documented; how the rate is calculated; and that show the effective date of the contract.

Exhibit A-2

COURT & INTERFACILITY TRANSPORT

In consideration of the payments set forth in Exhibit "B-2", Contractor shall provide the following services:

I. SUMMARY OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. The contractor shall provide prescheduled ambulance transportation of mental health patients and conserved persons for the purposes of court hearings, evaluations and trials.
- 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. 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.
 - 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 2.
 - 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 its non-911 system ambulances to include surge units. Vehicle colors, lettering and signage must be approved by County.
- b. Vehicles shall be equipped with cellular phones.

7. Response Times Goals

- a. Requests for transport
Contractor shall make a good faith effort to meet response time goals. 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 Divisions of Aging and Adult Services and Behavioral Health and Recovery 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. If response time is not meeting the need of the court, upon request of the County, Contractor will meet to discuss performance improvement. There shall be an annual report made by Contractor to the EMS Agency documenting the total number of scheduled transports.

B. Interfacility Transport of Mental Health Clients

1. Applicable Transports

Applicable transports are defined as a County Mental Health client requiring non-emergency recumbent transport at the Basic Life Support Level (BLS) on a gurney due to their physical/medical condition and/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 such clients between various in-county and out-of-county facilities. 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 Health and Safety Code, Division 2.5. Emergency Medical Services Section 1797.224. In

this event, Contractor will coordinate the transportation and the County will accept financial responsibility for the alternative provider's transportation charges. Contractor, at the request of the County, will carry out the return transportation of these patients.

2. Personnel

Contractor shall staff each ambulance, at a minimum, with two California certified EMT-1's.

3. Vehicles

Contractor may utilize its non-911 system ambulances to include surge units. Vehicle colors, lettering and signage must be approved by County.

4. Response Time Goals

a. Scheduling

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

- b. Contractor shall make a good faith effort to meet response time goals. 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. If response times are not meeting the need of the County, upon request of the County, Contractor will meet to discuss performance improvement.

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-2"
COURT & INTERFACILITY TRANSPORT

In consideration of the services provided by Contractor of Exhibit "A-2", County shall pay Contractor based on the following fee schedule:

- A. County shall pay Contractor a maximum of FIVE THOUSAND DOLLARS (\$5,000.00) per year for Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials services rendered in accordance with "Exhibit A-2" as follows:

1. For the period July 1, 2012 through June 30, 2013, County will pay Contractor \$342.66 per round trip court call within 30 days of receipt of an approved invoice that will include a listing of all responses and transports performed under "Exhibit A-2".

- B. Patient Billing Interfacility Mental Health Clients

Contractor may bill its usual and customary fees for the transport of interfacility mental health clients under Section B except where prohibited by law, e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy or County ACE Program criteria. Contractor and County further agree that at the time of transport request, County will notify Contractor's dispatch center that the requested interfacility transport is a "designated Mental Health, San Mateo County Client." If Contractor's internal billing practices do not result in full payment, Contractor shall fully discount the billing or remaining balance and shall not send to an outside collection agency.

ATTACHMENT I

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.

Brad White
Name of 504 Person - Type or Print

American Medical Response West
Name of Contractor(s) - Type or Print

1510 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

Title of Authorized Official

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."

**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.