

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2013, 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 T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the purpose of providing assessment and transportation for mental health patients on June 19, 2012; and

WHEREAS, the Agreement was amended on July 23, 2013, extending the term through December 31, 2013, and increasing the amount by \$189,220 to an amount not to exceed \$567,660.

WHEREAS, the parties now wish to amend the Agreement extending the term through June 30, 2015, and increasing the amount by \$600,294 to an amount not to exceed \$1,167,954.

**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:

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 ONE MILLION ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (1,167,954).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2015.

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon sixty (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.

3. Exhibit "A-1" is hereby deleted in its entirety and replaced with the attached Exhibit "A-1"
4. In Exhibit "A-2" Paragraph B.1. is hereby deleted in its entirety and replaced with the following:

B. Interfacility Transport of Mental Health Clients

1. Applicable Transports

Contractor shall be the County's primary provider and have first right of refusal for inter-facility transport of mental health clients. 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.

5. Exhibit "B-1" is hereby deleted in its entirety and replaced with the attached Exhibit "B-1"
6. Exhibit "B-2" is hereby deleted in its entirety and replaced with the attached Exhibit "B-2"
7. **All other terms and conditions of the agreement dated June 19, 2012, 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 Brad White

Date: 11-8-13

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 from July 1, 2012 through December 31, 2013, continuing with one (1) unit until a second unit is deployed, which shall occur no later than April 1, 2014. The units will be scheduled at times mutually agreeable to Contractor and County. 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 least 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 ONE MILLION ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$1,152,954) 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 December 31, 2013:
 1. County will pay the 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
 2. 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.
- B. For the period, January 1, 2014 through June 30, 2015:
 1. County will pay the Contractor an amount not to exceed THIRTY-TWO THOUSAND NINE HUNDRED THIRTY-THREE DOLLARS (\$32,933) 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 Units. For clarity, the Contractor shall be permitted to bill for other services as designated in Exhibit B-2.
 2. 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 NINETY DOLLARS AND TWENTY-THREE CENTS (\$90.23) multiplied by the actual hours staffed and in service.

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 FIFTEEN THOUSAND DOLLARS (\$15,000.00) 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, 2015, County will pay the 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.