

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and American Medical Response West, 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 medically necessary inter-facility ambulance transport services on December 29, 2016; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$50,000 to an amount not to exceed \$150,000.

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

1. Section 3 Payments of the agreement is amended to read as follows:

3. Payments. In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

2. Section 12 Non-Discrimination of the agreement is amended to read as follows:

12. Non-Discrimination. No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Contractor shall ensure full compliance with federal, state, and local laws, directives, and executive orders regarding non-

discrimination for all employees and Subcontractors under this Agreement. Contractor shall comply fully with the non-discrimination requirements of 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of 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; and/or 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 Section and/or set off all or any portion of the amount described in this Section against amounts due to Contractor under the Agreement or any other contract with 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 its response to the Complaint when filed.

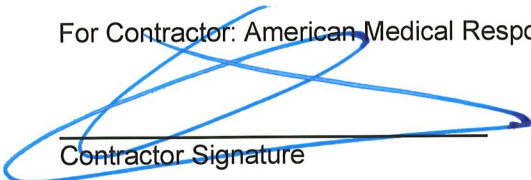
Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract. This paragraph applies only to contractors who are providing services to members of the public under this Agreement.

Compliance with Living Wage Ordinance, as required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

3. Original Exhibit A is replaced in its entirety with Revised Exhibit A (rev. 8/20/18), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. **All other terms and conditions of the agreement dated December 29, 2016, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: American Medical Response West

  
Contractor Signature

09-13-2018  
Date

Brad White  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Revised Exhibit A (rev. 8/20/18)**  
**Agreement between the County of San Mateo and American Medical Response**

**1. Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall be the provider of service for the following authorized and medically necessary inter-facility ambulance transports services. During the term of this Agreement, County shall not enter into an agreement with another provider for the same services.

Pursuant to this Agreement, Contractor will provide continuous, uninterrupted, countywide medical and non-medical transportation of selected San Mateo County patients as described herein, twenty-four (24) hours per day, seven (7) days per week.

**DETAILED SERVICE CATEGORIES, STANDARDS, AND REQUIREMENTS**

**A. Authorized Inter-Facility Transport (transport is authorized when requested via telephone by SMMC)**

1. Applicable Transports – Applicable inter-facility transports include, but are not limited to:
  - a. Transport of a patient from an area hospital to SMMC.
  - b. Transport of a patient from SMMC to an area hospital.
  - c. Transport of a patient to or from a skilled care facility.
  - d. Transport of a patient to or from a board and care facility.
  - e. Transport certain patients from SMMC to other health care facilities or other discharge destinations.
  - f. Transport non-urgent patients to SMMC from other inpatient facilities operated by the County.
  - g. Transport of a patient from SMMC to Mills-Peninsula Medical Center (MPMC) and back to SMMC for the purposes of diagnostic testing or other short-term procedures by MPMC, as outlined in more detail below (“MPMC Transports”).

**2. Required Response Time Categories for Authorized SMMC Transports**

|           | <b>BLS EMT</b>                               | <b>ALS Paramedic</b> | <b>CCT RN</b> |
|-----------|--|----------------------|---------------|
| Unstable  | not applicable                               | 30 minutes           | 60 minutes    |
| Stable    | 90 minutes                                   | 90 minutes           | 90 minutes    |
| Scheduled | Within 15 minutes of agreed upon pickup time |                      |               |

**3. Response Time Definitions**

- a. Scheduled: Mutually agreed pick up time with more than 90 minutes notice (arrival within 15 minutes of agreed upon pickup time).
- b. Stable: No-lights and no siren response based on patients' clinical condition
- c. Unstable: Lights and siren response based on patients' clinical condition

**4. Response Time Measurement and Reporting**

- a. Reporting periods shall be calendar quarter
- b. Percentage of compliance shall be 85% or greater in aggregate of all transport categories as measured on a quarterly basis.
- c. Contractor shall use Contractor's resources and its established network of BLS and CCT transport providers to achieve optimal response times. Contractor does not

- have access to network transport provider's response time data for reporting.
- d. Contractor shall provide SMMC with timely information when it knows it will be unable to meet the response time requirements for unstable CCT patients so SMMC may contact 9-1-1 services.
- e. Contractor shall convene discussion with SMMC, the County EMSA, and AMR to facilitate use of 9-1-1 ambulances pursuant to County EMS policy for both Stable and Unstable patients.

Example of Response Time Compliance Report:

| Transport Categories   | Total # Responses | # of late Calls |
|------------------------|-------------------|-----------------|
| CCT                    | 6                 | 0               |
| ALS                    | 5                 | 0               |
| BLS                    | 35                | 4               |
| Total                  | 46                | 4               |
| Aggregate Compliance % | 91.3%             |                 |

5. Response Time Exemptions

The following situations are exempt from the response time requirements of this Agreement.

- a. Delay in arrival time due to incorrect information provided by caller;
- b. Assigned unit diverted for a higher priority SMMC response;
- c. SMMC requests a change in response time resulting in a change in response time category, or a change in level of service occurs after the call is dispatched.
- d. Provider shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

6. Vehicle, Equipment and Personnel – Contractors Transport vehicles must meet all medical specifications of the Department to include:

- a. Power-Lift Gurneys – To help reduce strenuous lifting and the risk of back injury due to providing services for bariatric patients:
  - 1. Provider will equip all ambulances with powered ambulance cots.
  - 2. Such cots must provide safe and comfortable transport for patients up to 700 pounds.
  - 3. Cots must include battery-powered hydraulic system that can raise or lower patients at the touch of a button.
  - 4. Cots must be equipped with a manual backup system in the event of a power loss.
- b. Clinical Care Equipment – Contractor vehicles will be supplied and equipped to deliver the appropriate level of transport as described below, and the equipment inventory for each level of transport shall be supplied to the County by Provider and approved in advance by County. All ambulances and equipment used in the performance of the contract will be maintained in accordance with manufacturer, provider and County of San Mateo standards.
- c. Staffing – Vehicles must be staffed with
  - 1. Two (2) currently certified Emergency Medical

- Technicians (EMTs) for basic Life Support (BLS) transport.
2. Two (2) currently certified EMTs and one (1) Registered Nurse for Critical Care transport.
  3. Critical care transport staff must meet all Federal, State and Local requirements for training.
  4. Each critical caregiver will be competent in their field.
  5. Attendants must be competent in CPR for health care providers.
  6. Registered nurses shall have current certification in Advanced Cardiovascular Life Support (ACLS) and Pediatric Advanced Life Support (PALS).
  7. Provider shall advise County if their staff for Critical Care transport has Board for Critical Care Transport Paramedic Certification (BCCTPC).
7. MPMC Transports: As listed above, from time to time SMMC requires ambulance-based transport of a patient from SMMC to MPMC and then back to SMMC for the purposes of diagnostic testing or other short-term procedures by MPMC. MPMC now requires that SMMC ensure the transportation team remain at MPMC during such testing/procedures in order to return the patient to SMMC in most situations. Accordingly, when scheduled appropriately with advance agreement of both parties, Contractor shall: arrive at SMMC to pick up a patient for transfer to MPMC based on the Required Response Time table above; transport the patient to MPMC; assist with off-boarding the patient at MPMC; wait at MPMC for completion of the test/procedure; and return the patient to SMMC. If there is an emergency or other occurrence at MPMC regarding the patient that requires the patient to be admitted to MPMC, Contractor is not obligated to return the patient on the day of the originally scheduled return. For these services Contractor shall be entitled to charge an hourly rate pursuant to the other terms of this agreement.

Note: With the exception of ALS Inter-Facility this agreement does not include emergency medical services transport (9-1-1) emergency medical services transport.

## QUALITY ASSURANCE AND REPORTING REQUIREMENTS

- A. Quality Assurance Program
1. Contractor shall have a detailed quality assurance program for services provided.
- B. Quarterly Report
1. Contractor will provide quarterly reports which will include the following information:
    - a. Volume and type of transports
    - b. Adverse events
    - c. Patient Experience scores
    - d. Response times by category of transport (as described in the Required Response Time Categories section of this Agreement).
    - e. Any vehicle or equipment failures
- C. Quarterly Meetings
1. Contractor will convene and participate in quarterly meetings to ensure objectives and goals are met.
  2. Quarterly meetings shall be attended by Contractor and relevant supervisory staff from SMMC.
- D. Benchmarking

1. Contractor will provide SMMC with the tools and information they will need to establish appropriate benchmarks.
- E. Attendant Documentation
1. For all patient transports, attendants must complete a written or electronic patient care record in a form reasonably satisfactory to SMMC and compliant with regulatory requirements to the receiving institution with a copy to the County.
- F. Quarterly Summary Reports
1. For patients who are the financial responsibility of SMMC, Contractor will submit quarterly reports to SMMC which include, but are not limited to dispatch data, patient report data, and response time data, as well as:
    - a. For each service category, every transport occurring within the reporting period must include
      - i. Date of transport
      - ii. Patient's name
      - iii. Payer category
      - iv. Location from which patient was transported
      - v. Destination
      - vi. Time of dispatch
      - vii. Time of arrival at the patient's location
      - viii. Time of arrive at the destination
      - ix. Attendants
      - x. Amount billed (if any)
    - b. Annually, a list of Contractors EMTs and other attendants employed to include
      - i. Names
      - ii. Certification status
      - iii. Employment dates
      - iv. Verification of specialized training
    - c. A summation of responses to patient satisfaction surveys
- G. Financial Reports
1. For patients who are the financial responsibility of SMMC, provider will submit quarterly financial reports to SMMC which include, but are not limited to
    - a. Billing and collection for each patient transported including billing information and payment source.
    - b. The total amount billed and collected within the reporting period, including billing information and payer sources.
    - c. All collections received within the reporting period which were billed but not received within previous reporting periods.
- H. Billing Procedures and Informed Consent
1. All collection practices shall be in accordance with all State and federal collection laws and regulations and subject to other applicable provisions of any agreement with the County
    - a. Ambulance personnel shall seek informed legal consent, in writing when possible, from each patient prior to offering transportation by ambulance, unless prevented by the patient's condition.
- I. Patient Satisfaction Program
1. Provider will implement a patient satisfaction program that focuses on the services

- provided to patients under this Agreement.
2. Provider will track and measure patient satisfaction indicators on a monthly basis in a form reasonably satisfactory to SMMC.
3. Provider will send monthly surveys designed in cooperation with SMMC staff to randomly select patients who were transported under this Agreement.

## **2. Amount and Method of Payment**

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

- A. Medicare eligible patient transports who are the financial responsibility of SMMC (Diagnosis Related Group (DRG), Medicare Interrupted Stay, and Medicare Repeat Admissions shall be billed to SMMC at the then current Medicare allowed rates.
- B. Medi-Cal eligible patients who are the financial responsibility of SMMC (Diagnosis Related Group (DRG) shall be billed at the then current Medicare allowed rates.
- C. San Mateo County Well Program eligible patient transports whom are the financial responsibility of SMMC shall be billed at the then current Medi-Cal allowed rates.
- D. For patient transports which are not the financial responsibility of SMMC, Contractor may bill patients, or third party payers, at its usual and customary rates. **Contractor will not hold SMMC responsible as the payer of last resort.**
- E. For MPMC Transports, County shall pay Contractor the applicable rate (as set forth above) for each leg of the transport and shall pay Contractor for the standby time as follows:

| Level of Service | Standby Rate (in addition to fee for each leg of transport)* |
|------------------|--|
| BLS              | \$105/hr   |
| ALS              | \$120/hr   |
| CCT              | \$259/hr   |

\*Standby Rate is charged in fifteen (15) minute increments, or each part thereof.

- F. If requested by the Deputy Director of Inpatient Services or designee for good cause, including a determination that such billing may exacerbate the patient's condition, Contractor shall not turn over a billing of said patient to a collection agency and Deputy Director of Inpatient Services or designee may request Contractor's General Manager to process a billing under Contractor's Compassionate Care Program.
- G. For clarity, County mental health patient transports are not part of this Agreement and Contractor shall not bill SMMC for the transport of indigent mental health patients pursuant to the terms of this Agreement.
- H. For clarity, 911 transports are not part of this Agreement and Contractor may bill patients or their third-party payers for 911 transports at the County approved rates.
- I. To the extent required by insurers, SMMC shall obtain prior authorizations for ambulance transportation prior to requesting service from Contractor and provide all prior authorization information to Contractor as necessary for Contractor to bill insurers. Should SMMC not obtain a required prior authorization, or the prior authorization process results in a denial, SMMC shall be financially responsible to pay Contractor the then current Medi-Cal rate for patient transports where the patient has Medi-Cal, Medi-Cal HMO or HPSM coverage. As of the execution of this Agreement, HPSM does not require prior authorization for transports between hospitals or transports between a hospital and a skilled nursing facility. If the patient transport insurer is other than Medi-Cal, Medi-Cal HMO or HPSM, SMMC shall pay Contractor at the then current Medicare allowable rate.

**General.** Contractor shall be responsible for all Patient and third party billing, and agrees that the rates to be billed shall comply with applicable laws. SMMC shall provide Contractor with Patient billing information, including all documentation necessary for third-party reimbursement and determination of medical necessity. Such information and documentation shall include, but will not necessarily be limited



to: Patient name, social security number and Medicare and Medicaid numbers, where applicable; the origin and destination; available medical history, patient condition and reason for the transport; and physician certification statement, when required. SMMC shall in good faith explore establishing Contractor to access its registration and admission systems in order to obtain Patient demographic and insurance information and other documentation deemed necessary by Contractor to bill for Services.

**Invoicing and Payment.** For all patients for whom SMMC is responsible for payment (SMMC Responsible Patients), Contractor shall provide a written invoice to SMMC. SMMC shall make payment to Contractor within sixty (60) days of the invoice date. For SMMC Responsible Patients, Contractor shall not bill SMMC at a rate higher than the then-current transportation rate for DRG Medi-Care patients for the actual level of transport received by the patient.

**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](http://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.