

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
AMERICAN MEDICAL RESPONSE, WEST - SMART PROGRAM**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and AMERICAN MEDICAL RESPONSE, WEST - SMART PROGRAM, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional services hereinafter described for the San Mateo County Health System, Behavioral Health and Recovery Services Division.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment E - Fingerprinting

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 County's total fiscal obligation under this Agreement exceed ONE MILLION THREE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$1,342,527). 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

or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019 through June 30, 2022.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. 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 County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and

description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County

notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **10. Insurance**

### **a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- |  |             |
|--|-------------|
| (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 (a) the insurance afforded thereby to County and its officers, agents, employees, and

servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

## **11. Compliance With Laws**

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 (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General 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.

**b. 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 upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the

California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. 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.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Pernille Gutschick  
Address: 1950 Alameda de Las Pulgas. San Mateo, CA 94403  
Telephone: 650.372.8586  
Email: [PGutschick@smcgov.org](mailto:PGutschick@smcgov.org)

In the case of Contractor, to:

Name/Title: AMR-SMART Program  
Regional Director  
Address: 1510 Rollins Road, Burlingame, CA 94010 Telephone:  
Telephone: 650.235.1242  
Email: Brad.White@amr.net

With Copy to:

Name/Title: American Medical Response  
Attention Law Department  
Address: 6363 A. Fiddler's Green Circle, Suite 1500  
Greenwood Village, CO 80111

#### **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

#### **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

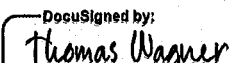
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM

DocuSigned by:  
  
\_\_\_\_\_  
Contractor's Signature

Date: 9/3/2019  
\_\_\_\_\_

EXHIBIT A – SERVICES  
AMERICAN MEDICAL RESPONSE, WEST – SMART PROGRAM  
FY 2019 – 2022

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

I. INTRODUCTION

Contractor shall provide services through the San Mateo County Mental Health Assessment and Referral Team (SMART) program. The program shall be conducted in accordance with SMART Program protocols agreed upon by County and Contractor. Contractor shall also provide court and interfacility transport services for Behavioral Health and Recovery Services (BHRS) clients and conserved persons for purposes of court hearings and trials.

II. SMART - OUTREACH AND REFERRAL

A. General Description of Services

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 health 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) AVATAR, 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:

1. 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.
2. 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.

B. Detailed Service Categories, Standards, and Requirements

1. 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.
  - a. 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
  - b. Referral in Crisis Situations for all clients (open cases) or potential clients and 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.
2. County shall provide initial and annual training to Contractor personnel to meet the requirements of Sections A and B of this Agreement. Contractor shall provide countywide outreach and referral in crisis situations for all clients (open cases) and non-open Cases to Medi-Cal eligible and potentially eligible clients as described herein throughout the term of this Agreement through two (2) dedicated SMART units staffed with one (1) qualified SMART paramedic each from July 1, 2019 through June 30, 2022. The units will be scheduled during days and times mutually agreed upon by 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.
3. Contractor's SMART units 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.
4. The Contractor shall provide data collection and reporting functions according to specifications set forth within this Agreement.
5. Contractor agrees that Contractor's employees have complied with all

applicable State laws governing criminal background clearance for paramedics working on the SMART units.

6. Through Public Safety Communications, Contractor will notify Behavioral Health and Recovery Services (BHRS) if either SMART vehicle is unavailable for the day, in accordance with County procedures.

#### C. Personnel

1. 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.
2. 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.
3. 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 in addition to the 72 hours hold if applicable and electronically forward to the County designated SMART clinician or designee at the end of every shift.
4. On an annual basis, Contractor will offer Crisis Intervention Training (CIT)/SMART training to a minimum of three qualified paramedics. On an annual basis, County will offer CIT/SMART training to a minimum of three qualified paramedics of Contractor. County will offer three slots per CIT class to AMR paramedics.
5. County and Contractor agree that Paramedics working both 9-1-1 ambulances and SMART units must maintain skills proficiency in both areas of service. To the extent possible Contractor shall implement the following practices for SMART paramedics;
  - a. Paramedics who have completed SMART training must maintain at a minimum one shift on a SMART unit per month to maintain qualification as a SMART paramedic if open shifts are available.
  - b. Paramedics working on the SMART unit must maintain at a minimum one shift per month on an ALS ambulance to maintain qualification as a SMART paramedic if open shifts are available.

Contractor shall develop operational practices for a and b above. County shall develop policy for SMART status reinstatement.

#### D. Vehicle and Equipment

1. 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.
2. 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 Emergency Ambulance Services with Advanced Life Support Ambulance Transport.
3. Contractor will remove SMART vehicles from service under this Agreement at 250,000 miles.
4. SMART vehicle lettering and signage must be approved by County.
5. The SMART vehicle shall be equipped with basic and advanced life support equipment and supplies in accordance with County policy developed specifically for the SMART program.
6. Backup Plan When SMART Unit is Unavailable.

In the event that the SMART Unit is unavailable to respond to the dispatch request by County, as an example; due to multiple simultaneous behavioral crisis calls, Contractor will respond with 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 Public Safety Communication (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.

#### E. SMART Response Time Measurement

Contractor will measure response times from the time of dispatch by Public Safety Communication (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 arrived at the scene shall be used as the arrival on scene time unless on scene time is validated by Computer Aid Dispatch (CAD), or Mobil Data Computer (MDC) time stamp, radio communication recording, or Automatic Vehicle Locator (AVL)



play back. PSC will facilitate Contractor remote access to radio communication recordings if necessary to validate on scene time.

F. Response Time Goals

1. Response times shall be in whole minutes with seconds. The response time goal is an average of twenty-five (25) minutes.
2. Contractor will provide a monthly summary of the response time compliance by the SMART unit, 252SMT and 252ALS call and response times to BHRS. If response time falls below the goal, upon request of the County, Contractor will meet to discuss measures for performance improvement.

- G. SMART's purpose is to offer alternatives to going to the hospital when appropriate and the patient can be served in the community. Contractor agrees to provide data as requested for goals one and two below.

GOAL 1: Up to 75% of BHRS behavioral emergency calls will be handled by SMART.

Contractor will report number of behavioral emergency calls responded to by SMART per quarter.

GOAL 2: SMART will divert 10% of patients from PES who have not already been put on a 5150 hold.

Contractor will report number of calls where 5150 is written by law enforcement.

Contractor will report number of calls SMART responded to where the 5150 was written by SMART medic.

Contractor will report number of calls SMART responded to that had alternate destination than the hospital.

Above information will be reported to County quarterly to the Program Monitor by e-mail.

III. COURT & INTERFACILITY TRANSPORT

A. General Description of Services

1. The Contractor shall provide prescheduled ambulance transportation of BHRS clients and conserved persons for the purposes of court hearings, evaluations and trials.
2. 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.

3. Contractor agrees that Contractor's employees and/or its subcontractors have complied with all applicable State of California Emergency Medical Services laws governing criminal background clearance.

B. Detailed Service Categories, Standards, and Requirements

1. Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearing's, Evaluation or Trials.

- a. 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.

- b. Personnel

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

- c. 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.

- d. Patient Record

A patient record, according to the specifications of the County, shall be completed for each patient transport. A copy of the patient record shall be retained on file by Contractor.

- e. Availability

Contractor shall provide these transportation services every day that court is in session.

- f. Vehicle and Equipment

- i. Contractor may utilize its non-911 system ambulances to include surge units.
- ii. Vehicles shall be equipped with radio communications and cellular phones.

g. Response Time Goals

i. Request for transport

Contractor shall make a good faith effort to meet response time requirements. 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 Division of Aging and Adult 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.

ii. Performance Measure

It is the County's expectation that court appearances shall be made on time and as scheduled. When court transports occur, there shall be a monthly report made by Contractor to the BHRS documenting the total number of scheduled transports, cancelations by any County entity, late arrivals by Contractor or any incident in which the client does not arrive in court due solely to the actions of the Contractor.

2. Inter-facility transport of Mental Health Clients

a. 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 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, 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, at the request of the County, will carry out the return transportation of these patients. Contractor will coordinate the transportation and the County will accept financial responsibility for the alternative provider's transportation charges. To the extent required by insurers, County 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 County not obtain a required prior authorization, or the prior authorization process results in a denial, County shall be financially responsible to pay Contractor the then current Medicare allowable rate.

b. Personnel

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

c. Vehicles

Contractor may utilize its non-911 system ambulances to include surge units.

d. Responses Time Goals

i. Scheduling

Expected Transport Distance	Advanced Scheduling Required
Up to 250 miles	24 hours
Greater than 250 miles	48 hours

ii. 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.

iii. Performance Measure

It is the County's expectation that scheduled inter-facility 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.

e. Patient Medical Record

A patient medical record, according to the specifications of the County, shall be completed for each patient and retained on file by Contractor in accordance with applicable patient medical retention laws.

3. 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.

a. 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 Contractor's dispatch center to schedule the appointment at least twenty-four hours (24) in advance.

b. Canceling Appointment

- i. Specified Aging & Adult Services or Behavioral Health and Recovery Services staff may cancel the appointment by notifying the Contractor's dispatch center.
- ii. County Counsel, may cancel the appointment by notifying the Contractor's dispatch center.
- iii. If the client refuses to go to the court appearance when the Contractor's crew attempts to have the client board the transport vehicle, the Contractor's crew will notify the Contractor's dispatch center and the Contractor's dispatch center will immediately notify County Counsel.

c. Attendance

The Contractor's 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.

- d. A Contractor's 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.
- e. A Contractor's crew member will be in the courtroom during the client's hearing.
- f. A Contractor's crew member will accompany to the restroom if needed to ensure that elopement does not occur.
- g. 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.
- h. In the event that the client attempts to elope, one Contractor crew member will attempt to stay with the client and the other crew member will immediately notify County security.

#### IV. 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 this Exhibit A.
- C. Contractor and County will jointly develop an ongoing quality improvement plan. To such end contractor and County will meet to develop this plan the first quarter of FY 19-20. 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 participates in SMART quality improvement activities and program development. To this end there will be a SMART staff meeting quarterly.
- E. SMART paramedics shall participate in two trainings per year 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.

End of Exhibit A.

EXHIBIT B PAYMENTS AND RATES  
AMERICAN MEDICAL RESPONSE – SMART PROGRAM  
FY 2019 - 2022

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

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3, Payments of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE MILLION THREE HUNDRED FORTY-TWOTHOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (\$1,342,527) for SMART, BHRS Inter-facility and Court.

1. Payments and Rates for SMART

The maximum amount County shall be obligated to pay for services rendered under this Agreement for one SMART unit shall not exceed ONE MILLION TWO HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED TWENTY-SEVEN DOLLARS (1,297,527).

a. July 1, 2019 through June 30, 2020

County will pay the Contractor an amount not to exceed THIRTY-FIVE THOUSAND ONE HUNDRED SIX DOLLARS AND TWENTY-FOUR CENTS (\$35,106.24) 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" for services performed by the SMART units.

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 the SMART car designated SMART 510 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 NINTEY THREE DOLLARS AND EIGHTY FOUR CENTS (\$93.84) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for one SMART unit services provided under this Agreement shall not exceed FOUR HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$421,275) for FY 2019-2020.

b. July 1, 2020 through June 30, 2021

County will pay the Contractor an amount not to exceed THIRTY-SIX THOUSAND FIVE HUNDRED TEN DOLLARS AND FIFTY CENTS (\$36,510.50) 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" for services performed by the SMART units.

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 the SMART car designated SMART 510 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-SEVEN DOLLARS AND FIFTY NINE CENTS (\$97.59) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for one SMART unit services provided under this Agreement shall not exceed FOUR HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$438,126) for FY 2020-2021.

c. July 1, 2021 through June 30, 2022

The parties mutually agree to meet and negotiate in good faith an increase of the fees paid to Contractor by the County for the period of July 1, 2021 through June 30, 2022.

County will pay the Contractor an amount not to exceed THIRTY-SIX THOUSAND FIVE HUNDRED TEN DOLLARS AND FIFTY CENTS (\$36,510.50) 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" for services performed by the SMART units.



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 the SMART car designated SMART 510 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 SEVEN DOLLARS AND FIFTY NINE CENTS (\$97.59) multiplied by the actual hours staffed and in service.

The maximum amount that County shall be obligated to pay for one SMART unit services provided under this Agreement shall not exceed FOUR HUNDRED THIRTY-EIGHT THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS (\$438,126) for FY 2021-2022.

2. Payments and Rates for Court & Inter-facility Transport

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

- a. County shall pay annually Contractor a maximum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) for Prescheduled Ambulance Transportation of Mental Health Patients for the Purposes of Court Hearings, Evaluations, or Trials services rendered in accordance with Exhibit A as follows:

For the period of July 1, 2019 through June 30, 2022, County will pay the contractor \$400.00 per round trip court call within 30 days of receipt of an approved invoice that will include a listing of all court responses and transports performed under Exhibit A. The round-trip rate shall not fall below State of California Medi-Cal allowable fees and shall be adjusted if said occurs. Beginning July 1, 2020, and each year thereafter, the round-trip court fee will increase by 4%.

- b. Patient Billing Inter-Facility Mental Health Clients

Contractor may bill its usual and customary fees for the transport of inter-facility mental health clients under Exhibit 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 inter-facility 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. Exception as described in Section III., 2, a. above.

- B. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3, Payments of this Agreement.
- C. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- D. In the event this Agreement is terminated prior to June 30, 2022 Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- E. Monthly Invoices and Payment
  - 1. Contractor shall bill County on or before the twentieth (20th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

- Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

- 2. Payment by County to Contractor shall be monthly. Claims that are received after the twentieth (20th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

San Mateo County Health System  
Behavioral Health and Recovery Services  
2000 Alameda de Las Pulgas, suite 280

F. Revenue and Performance

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

G. Disallowances

In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County and County will not offset future payments.

H. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

End of Exhibit B

## ATTACHMENT E

### FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- ☒ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☐ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

American Medical Response West-SMART  
Name of Contractor

  
Signature of Authorized Official

Brad White  
Name (please print)

Regional Director  
Title (please print)

08-20-19  
Date