MEDICAL TRANSPORTATION SERVICES AGREEMENT BETWEEN KMA EMERGENCY SERVICES Inc. DBA WESTMED AMBULANCE AND THE COUNTY OF SANTA CLARA

THIS AGREEMENT, effective the first day of, November 1, 2012 is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County") , and KMA Emergency Services Inc., dba Westmed Ambulance , a California Corporation licensed to provide specified services noted in this Agreement (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY wishes to contract with CONTRACTOR (collectively, the "Parties") to provide transportation services in various program areas, which include, but are not limited to, Santa Clara Valley Medical Center ("SCVMC"), Psychiatry Services and Department of Mental Health, Custody Facilities, and the Social Services Agency;

WHEREAS, CONTRACTOR has proposed to provide coordinated non-emergency medical transport services including advanced life support, basic life support, critical care transport, NICU/PICU and wheelchair transport;

WHEREAS, CONTRACTOR and COUNTY desire to enter into this Agreement in order to facilitate the provision of cost effective, non-emergency medical transportation services to patients, including patients for whom COUNTY is responsible for payment of services;

NOW, THEREFORE, in consideration of the premises set forth above and the terms, covenants, and conditions hereinafter set forth, the Parties mutually agree as follows:

SECTION 1 - DEFINITIONS

The following definitions shall have the meanings set forth herein:

1.1 ADVANCED LIFE SUPPORT SERVICES (ALS): shall mean special services designed to provide definitive pre-hospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specific drugs and other medicinal preparations, and other specific techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local emergency medical services (EMS) system at the scene of an emergency, during transport to an acute care hospital, during inter-facility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the other medical staff of the hospital.

1.2 BASIC LIFE SUPPORT SERVICES (BLS): shall mean emergency first aid and cardiopulmonary resuscitation procedures, which, as a minimum, include recognizing respiratory, and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available. It shall mean the use of an EMT staffed ambulance for the transport of stable patients to another facility for treatment based on CMS guidelines and California Title 22 regulations.

1.3 CRITICAL CARE TRANSPORT SERVICES (CCT): shall mean the transport of a critical care patient between medical facilities where it has been determined by the patient's treating physician that such transport requires medical supervision by two attendants, one of whom must be either a registered nurse (RN) or a medical doctor. Such RN must have at least two years of critical care experience.

1.4 COVERED SERVICES: shall mean those health care transportation services and supplies including Advanced Life Support, Basic Life Support, Critical Care Transports, and wheelchair transport services as described and set forth in Section 2 and the Statement of Work, Exhibit A of this Agreement.

1.5 COUNTY AUTHORIZED USER: shall mean initiators of non-emergency transportation requests in the following departments, subject to addition by the County as additional departments are identified:

- SCVMC staff (Neonatal Intensive Care Unit (NICU), Pediatric Intensive Care Unit (PICU), Emergency Department, Emergency Psychiatric Services (EPS), Barbara Arons Pavilion (BAP) and other departments.
- SCVMC Clinic Staff
- Custody Health Services Staff
- Office of the Sheriff (Department of Correction) Staff
- Mental Health Department Staff (Stand-alone and FQHC County-operated Clinics)
- Eastfield Ming Quong Mobile Crisis Unit Staff
- Social Services Agency (Office of Public Administrator/Guardian)
- Emergency Medical Services (EMS) Agency Staff

1.6 SCVMC: shall mean Santa Clara Valley Medical Center including but not limited to the Emergency Department, Ambulatory and Specialty Clinics, NICU/PICU and other hospital units.

1.7 DIRECT FINANCIAL RESPONSIBILITY PATIENT: shall mean an individual for whom COUNTY has requested non-emergency transportation and for whom COUNTY has financial responsibility. CONTRACTOR and COUNTY will have identified that the patient is not covered by Medi-Cal, Medicare or other third-party payors. CONTRACTOR shall bill COUNTY for the non-emergency transportation of these

patients. Identification of patient coverage may take place at time of transport or after transport has taken place and will require collaboration of both parties to this Agreement.

1.8 MENTAL HEALTH DIRECT FINANCIAL RESPONSIBILITY PATIENT: shall mean individuals who have no Medi-Cal, Medicare or other third party payors responsible for payment of those services, whom CONTRACTOR at the request of the Mental Health Department County Authorized User (which includes EPS and BAP) has transported.

1.9 SOCIAL SERVICES DIRECT FINANCIAL RESPONSIBILITY CLIENT: shall mean individuals under a conservatorship whom have no Medi-Cal, Medicare or other third party payors responsible for payment of those services, whom CONTRACTOR at the request of the County SSA/Public Administrator/Guardian has transported.

1.10 CUSTODY PATIENT: shall mean individuals who have no other third party payor and who are incarcerated in a correction facility run by the County. Guards may accompany patients during transports at the discretion of the Sheriff's Office, Custody Bureau.

1.11 SCVMC PATIENTS: shall mean inpatient and outpatients of Santa Clara Valley Medical Center, Ambulatory and Speciality Clinics.

1.12 EMERGENCY SERVICES: Emergency Services related to ground ambulance transport services means an ambulance provider takes all steps necessary to respond immediately to a 911 call or equivalent and provides those services required for alleviation of a medical condition (including emergency labor and delivery) manifesting itself by a perceived need for immediate medical attention or an incident in which the potential for such need for immediate medical attention is perceived by layperson, emergency medical personnel or public safety personnel, and in which a delay in providing such services may aggravate the medical or psychiatric condition or cause the loss of life.

1.13 WHEELCHAIR TRANSPORT: shall mean the transport of a disabled or wheelchair-bound patient who does not require medical supervision, for medical appointments to and from SCVHHS facilities or clinics. The vehicle must be equipped with an electronic lift.

1.14 TRANSPORTATION COORDINATOR: shall mean a Contractor employee who is responsible for taking all COUNTY transport request calls, managing all calls received and dispatching transport vehicles, as appropriate, during hours as agreed, Monday through Friday.

1.15 GURNEY VAN TRANSPORTATION: shall mean transport service for patients who are medically stable and capable of self-administering oxygen, but must be transported lying down or in supine position. A CPR and First Aid trained attendant is present.

1.16 BARIATRIC TRANSPORTS: shall mean transports which utilize a Type III ambulance capable of safely securing patients (350-1,000 pounds) on the gurney and gurney to floor

of the ambulance's patient compartment. Contractor will send the appropriate number of resources to safely transport the patient.

1.17 WHEELCHAIR VAN TRANSPORTATION: shall mean transportation is for patients who are medically stable, able to self-transfer, sit upright and self-administer oxygen.

1.18 WAIT TIME: shall mean – Instances when CONTRACTOR has transported a client/patient to a destination and CONTRACTOR is required by COUNTY to wait at the destination for the client/patient to complete appointment.

1.19 STANDBY: shall mean CONTRACTOR is present and prepared to transport patient and circumstances beyond CONTRACTOR's control delay patient from being ready for transport. In relation to stand-by charges, the charges will begin to be incurred after 30 minutes post arrival at the destination. Stand by charges shall be accrued in thirty minute increments.

SECTION 2 - SERVICES PROVIDED

2.1 CONTRACTOR agrees to provide Covered Services as needed to COUNTY patients and/or as ordered by authorized personnel in accordance with the terms and conditions of this Agreement as specified in Exhibit A.

2.2 CONTRACTOR shall provide a minimum of five dedicated ambulances to provide Covered Services under this Agreement. The ambulances are more specifically described in Exhibit C, Fleet and Equipment.

2.3 During a transition period CONTRACTOR will begin to provide Covered Services on a schedule established by the Parties.

2.4 The County, in its sole discretion, can waive the Liquidated Damages in section 4.6for the period November 1, 2012 through March 31, 2013.

SECTION 3 - TERM AND TERMINATION

3.1 Term of Agreement. This Agreement shall be effective as of November 1, 2012 and shall be in force and effect until June 30, 2015.

3.2 Option to Extend. The County shall have the right to extend the term of the Agreement for two (2) additional one (1) year periods. The County may exercise its right to extend the term of this Agreement by providing CONTRACTOR no less than sixty (60) days prior written notice thereof. Upon extension of this Agreement, CONTRACTOR shall provide the Services set forth in this Agreement in accordance with the terms in effect immediately prior to the extended term.

3.3 Termination without Cause. The County may terminate this Agreement at any time without cause, by giving at least sixty (60) calendar days prior written notice thereof to CONTRACTOR. The CONTRACTOR may terminate this Agreement at any time without cause, by giving at least one hundred and twenty (120) calendar days prior written notice thereof to County.

3.4 Contractor Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the contract include, but are not limited to, the following:

1. Failure of the Contractor to operate in a manner which enables the County and the Contractor to remain in compliance with federal or state laws, rules or regulations, and with the requirements of the Ambulance Ordinance Code and/or related rules and regulations.
2. Falsification of information supplied by the Contractor under the contract.
3. Creating patient responses or transports so as to artificially inflate run volumes.
4. Failure of the Contractor to provide data generated in the course of operations including by way of example, but not by way of exclusion, dispatch data, patient report data, response time data or financial data.
5. Excessive and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.
6. Failure of the Contractor to maintain equipment in accordance with manufacturer recommended maintenance procedures.
7. Failure of the Contractor to cooperate with and assist the County after breach has been declared or after notice of breach has been delivered to the contractor.
8. Acceptance by the Contractor or proposer's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or proposer's employees could be reasonably construed as a violation of federal, state or local law.
9. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably be construed as a violation of any federal, state or local law.
10. Failure of the Contractor to meet the system standard of care as established by the Emergency Medical Services Medical Director.
11. Failure of the Contractor to maintain appropriate insurance in accordance with the contract.
12. Failure of the Contractor to meet response time requirements as set forth in the contract.
13. Failure to maintain a letter of credit or cash account meeting the terms and amount specified in the contract.
14. The unauthorized sale or transfer of the operating entity contracted to perform all services under the contract, provided that the County will not unreasonably withhold authorization if sufficient evidence of ability and commitment of the

acquirer or transferee, to meet the performance criteria is provided to convince the County that the sale or transfer is in the public interest.

15. The unauthorized assignment of any assets, used in the performance of the County contract to any third party.
16. The filing of a voluntary petition in bankruptcy; is adjudicated insolvent; obtains an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. § 301); files any petition or fails to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeks or consents to or acquiesces in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of proposer, or any of proposer's property; makes an assignment for the benefit of creditors; or fails to pay proposer's debts generally as they become due.
17. Failure to submit reports and information under the terms and conditions outlined in this Agreement.
18. Any other failure of performance, clinical or other, required in accordance with the contract and which is determined by the Contract Administrator and confirmed by the Board of Supervisors to constitute a breach or endangerment to public health and safety.
19. Failure to timely establish or replenish the letter of credit or cash escrow.

3.5 COUNTY'S REMEDIES FOR PERFORMANCE FAILURES

If conditions or circumstances constituting a breach as set forth above are determined to exist, the County shall have all rights and remedies available at law or in equity under the contract, specifically including the right to terminate the contract. The County shall provide the Contractor with a Notice of Breach and, at the County's option, may elect to terminate the contract or it may offer the Contractor an opportunity to cure the breach. If the County has so provided the Contractor with a Notice of Breach, and offered the Contractor the opportunity to cure the breach, the County, in its sole discretion, may assess the Contractor a default charge in the amount of $250,000.

SECTION 4 - RESPONSE TIMES & PENALTIES

4.1 Response Time Performance. In this performance-based agreement, Response Time performance is the sole responsibility of CONTRACTOR. CONTRACTOR shall meet the Response Times to as particularly described in this Agreement. Contractor is expected to meet or exceed the Response Time Requirements of this agreement and is solely responsible to use its expertise and methods to meet that requirement. Exceeding expectations in one portion of the Contractor's operation does not mitigate poor performance in other areas of operation.

Compliance is achieved when ninety percent (90%) or more of responses in each level of service meet the specified Response Time requirements. On a monthly basis

CONTRACTOR shall provide a written report in a format approved by the County documenting the cause of the late response and CONTRACTOR's efforts to eliminate recurrence. The Contractor shall notify the EMS Agency of any transfers that occurred where the use of RLS (Red Lights and Siren) were used. Such report shall include a narrative description of the rationale for such a transfer.

4.2 Response Time Measurement

The following method will be used throughout the contract to measure response times.

4.2.1 Response Time Clock

For purposes of measuring response intervals, the official "clock" will be the system provided by Contractor denoting the time the call was received or electronic request for transport was received. If Contractor shall fail to meet the requisite Response Times or otherwise fail to timely comply with deadlines, Contractor shall pay the corresponding liquidated damages for such non-performance. All liquidated damages will be paid within 30 days of occurrence to the identified County representative.

4.2.2 Time Intervals for Response Reporting

Response intervals will be measured from the time the call is received by Contractor's call center until the contractor's crewmembers presents at the nursing station or other designated location (ie: patient's bedside). For responses to the jail, the ambulance will be deemed to have arrived when it reaches the "Sally Port" and/or secured entrance to the jail/correctional facility.

Arrival Time by Level of Transport	Prescheduled 16 hours or greater	Non-scheduled less than 16 hours in advance*	SCVMC ED Non-scheduled less than 16 hours in advance	Non-scheduled less than 16 hours (Out of Area)
BLS	Within 15 minutes	Within 60 minutes	Within 30 minutes	240 minutes
CCT Nurse Staffed	Within 60 minutes	Within 60 minutes	Within 30 minutes	240 minutes
ALS (Paramedic)	Within 60 minutes	Within 60 minutes	Within 30 minutes	Not applicable

Gurney Van	Within 60 minutes	Within 60 minutes	Within 30 minutes	240 minutes
Wheelchair	Within 60 minutes	Within 60 minutes	Within 30 minutes	240 minutes
NICU/PICU (BLS)	For the purposes of this contract NICU/PICU should be considered a BLS level of service. 30 minutes for urgent transports and 45 minutes for routine transports			

Pre-scheduled more than 16 hours in advance: shall mean a call for transportation would be for a pickup more than 16 hours in advance for a transport. The expectation is that the transport would be on-scene no later than 15 minutes after the scheduled pickup time. (Example - request for transport is made to CONTRACTOR on Monday at 9 am for a pickup Tuesday at 3 pm; CONTRACTOR is expected to arrive on-scene no later than 3:15 pm)

Non-Scheduled less than 16 hours in advance: shall mean a call for transportation for a pickup within one hour to transport a patient. The requirement is the transport would be on-scene within 30-60 minutes depending on the nature and origin of the call.

Pre-Scheduled less than 16 hours in advance: shall mean a call for transportation would be for a pickup less than 16 hours in advance that would not require a response within one hour of the call. The expectation is that the transport would be on-scene no later than 60 minutes after the scheduled time. (Example – request for transport is made to CONTRACTOR at 9 am requesting a 3 pm transport; CONTRACTOR is expected to arrive on-scene no later than 4 pm)

Non-scheduled less than 16 hours (Out of Area): shall mean a call for transportation would be for a pickup within one hour to transport a patient. The expectation is the transport would be on-scene within 240 minutes of the call.

4.3 Upgrades, Downgrades and Cancellations and Reassignments

Unusual System Overload (USO)

Exemptions from damages may be granted in cases of Unusual System Overload (USO) as identified in the following table: Unusual System Overload Exemptions.

Reason	Criteria
County Emergency Medical Services Restriction of Ambulance Use for Interfacility and Non-	Implementation of Level II or greater Multiple Patient Management Plan Activation when the EMS Agency has requested the assistance of all Santa

Emergency Transport Services	Clara County Permitted Ambulance Service Contractor s to serve in the Santa Clara County 911 System.
During Times of Local Proclamation of Disaster or Emergency	The County must specifically waive response time (or other applicable) criteria. The presence of a proclamation does not automatically exempt agreement provisions.
Contractors' Ambulances are called on to support the 911 system.	

Table 4.1: Unusual System Overload Exemptions

4.4 Response Time Exceptions and Exemption Requests

The Contractor shall maintain mechanisms for reserve production capacity in the County to increase production should temporary system overload persist.

Equipment failures, traffic congestion, ambulance failures, and inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If the Contractor believes that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the contractor's reasonable control," the Contractor may provide detailed documentation and request that these runs be excluded from response time calculations and associated damages. Any such request must be made in writing.

4.5 Deviations from Response Time, Performance or Other Standards

The Contractor understands and agrees that failure to comply with any time, performance or other requirements in this agreement will result in damage to the County. Therefore, the Contractor and County agree to the liquidated damages specified in this agreement. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable estimate of the damages to the County. It is also expressly understood and agreed that County's remedies in the event of the Contractor's breach or any noncompliance, are not limited to contract liquidated damages provisions. Chronic failure to comply with the response time requirements may constitute breach of contract.

4.6 LIQUIDATED DAMAGES

Per Call Response Time Liquidated Damages (Pre-Scheduled)		
Category of Service	**16 to 29 minutes beyond scheduled time**	**30 minutes beyond scheduled time**
CCT-Nurse Staffed		
ALS (Paramedic)		
BLS (EMT)		
Gurney Van		
Wheelchair		

Per Call Response Time Liquidated Damages (Non Scheduled/Arrive in One Hour)		
Category of Service	**1-29 minutes beyond 1 hour**	**30 minutes beyond scheduled time**
CCT-Nurse Staffed		
ALS (Paramedic)		
BLS (EMT)		
Gurney Van		
Wheelchair		

Monthly Response Time Performance Liquidated Damages*						
Category of Service	**90% Standard**	**89%**	**88%**	**87%**	**86%**	**85%**
CCT-Nurse Staffed	$0					
ALS (Paramedic)	$0					
BLS (EMT)	$0					
Gurney Van	$0					
Wheelchair	$0					

*Failure to meet response time standards in any category of service for two consecutive months or three times in one year is a material breach of contract.

If the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time.

SECTION 5 - CONTRACT ADMINISTRATION

The Assistant Director of the Santa Clara Valley Health and Hospital System, or designee, shall serve as the Contract Administrative Manager (CAM). The CAM shall have the authority to interpret, enforce, and modify the agreement as authorized by the Santa Clara County Board of Supervisors and applicable authorities.

The CAM shall manage the administrative, business, and financial aspects of the Agreement. The CAM has the authority to liquidated damages , and issue notices of non-compliance, grant waivers and exceptions; as authorized by the Contract Administrator or designee.

The CAM will be responsible for assuring the contractors operational compliance with the agreement and may serve as the point of contact for operational issues related to the agreement. The CAM will convene Departmental Meetings to review performance measure data, receive feedback on performance and meet with Contractor representative(s).

All agreement-related communications shall be directed to the Contract Administrative Manager from the contractor. The Contractor may make appeals in accordance with the provisions included in this agreement.

The Contractor shall identify a single Contract Liaison to the County to be the primary resource for the County. The Contract Liaison shall act as the primary resource for the County and will be available Monday through Friday from the hours of 0900-1700. The County shall retain the right to request replacement of this Contract Liaison with, or without cause.

SECTION 6 - INSURANCE AND INDEMNIFICATION

6.1 CONTRACTOR shall comply with the indemnification and insurance requirements attached as Exhibit D.

SECTION 7 - BILLING AND COMPENSATION

7.1 Eligibility Verification and Authorization for Payment. If CONTRACTOR transports a patient at the request of a County Authorized User, it shall make reasonable efforts to bill a third party payor responsible for payment of those services, including but not limited to Medi-cal, Medicare, insurance or other third party. CONTRACTOR will take reasonable efforts to verify each Patient's identity by asking the Patient to produce his/her identification card and any insurance or third party payor information, as allowed by state and federal law.

7.2 SCVMC County Direct Financial Responsibility Patients. If CONTRACTOR and County determine that a Patient does not have a third party payor CONTRACTOR shall contact COUNTY at address and phone number below to confirm whether the patient is eligible to be a DIRECT FINANCIAL RESPONSIBILITY Patient. The identification of patient coverage may take place at time of transport or after transport has taken place, as allowed by state and federal law, and will require collaboration of both parties to this Agreement.

The contact information for VHP is:
Valley Health Plan
Authorization Center
2480 North First Street
San Jose, California
(408) 885-3820

7.3 Custody Patients, Mental Health Patients, and Social Services Agency clients. CONTRACTOR is authorized to submit invoices and claims for transportation of Custody Patients Mental Health Patients (which includes EPS and BAP), and Social Services Agency clients, without first contacting VHP for eligibility verification.

7.4 Compensation for Services. County agrees to pay CONTRACTOR for Covered Services provided to DIRECT FINANCIAL RESPONSIBILITY Patients under this Agreement at the rates set forth in Exhibit B, Compensation. CONTRACTOR shall comply with the requirements in Section 5 prior to billing County under this Agreement. Once CONTRACTOR receives authorization for payment, County shall pay CONTRACTOR for Covered Services provided within sixty (60) days of receipt of a complete and accurate claim. County may deny claims for any Covered Services on the basis that the claim was neither complete nor accurate, and not submitted within one hundred and eighty (180) days following the date of service.

7.5 Services Not Paid by County. For transportation services initiated by County for an individual who is not a DIRECT FINANCIAL RESPONSIBILITY PATIENT, CONTRACTOR agrees to bill the appropriate responsible party. CONTRACTOR may bill its usual and customary rates to such patients directly.

7.6 Billing. CONTRACTOR agrees to provide County and its related agencies with billings on a monthly basis. These billings shall be remitted to County no later than the fifteenth day of each month for the prior month. Provider shall submit an invoice that identifies the agency billed, a unique invoice number, and a summary of the claims. CONTRACTOR shall bill using a CMS 1500 billing form which includes patient name, date of service, ICD 9 coding, origin and destination of transports, the applicable authorization numbers or booking numbers and itemized charges at contracted rates. CONTRACTOR will work with COUNTY to comply with any future filing or billing requirements.

7.6.1 Custody Health Services: Custody Patients transported at the request of an authorized representative from Custody Health Services are payable under this agreement.

Invoices and claims for Custody Patients shall be submitted to:

SCVHHS
Custody Health Services
Attn: Franmarie Welin
180 W. Hedding Street
San Jose, California 95110

7.6.2 SCVMC and Affiliated Clinics: Any DIRECT FINANCIAL RESPONSIBILITY Patient transported from a SCVMC and Affiliated Clinics or otherwise at the request of the County, and authorized by VHP for payment are payable under this Agreement.

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Invoices for transportation from an Affiliated Facility are to be submitted to:

Valley Health Plan
Provider Relations
VMC APD Claims
2480 North First Street
San Jose, California
(408) 885-2221

7.6.3 Mental Health Services: Any MENTAL HEALTH DIRECT FINANCIAL RESPONSIBILITY patients (which includes EPS and BAP) transported at the request of a Authorized SCCMHD User, are payable under this Agreement.

Invoices and claims for SCCMHD Patients shall be submitted to:

SCVHHS
Finance Department
Attn: Jyoti Gulati
2325 Enborg Lane, Suite 360
San Jose, California 95128

7.6.4 Social Services Agency/Public Adminstrator/Guardian: Any SOCIAL SERVICES DIRECT FINANCIAL RESPONSIBILITY clients transported at the request of a Authorized SSA/Public Guardian User, are payable under this Agreement.

Invoices and claims for SSA conserved clients shall be submitted to:

Social Services Agency/Department of Aging and Adult Services
Public Administrator/Guardian/ Conservator
Attn: Jan Pfiffner
333 West Julian Street, 4th floor
San Jose, California 95110
Jan.pfiffner@ssa.sccgov.org

7.7 Patient Charges and Fees

The Contractor will charge no more than the amount allowed under this agreement. In the event that unforeseeable system costs will cause a significant impact to the solvency of the Contractor's ability to perform the services contained herein, the Contractor may petition for a rate increase with cause. Authorization for increases is at the discretion of the Contract Administrator and is final.

The County will assist the Contractor in submitting requests for mutual aid, local, state, and federal reimbursements when services were provided and authorized in accordance with the Standardized Emergency Management System. Only direct costs will be authorized as permissible by funding source.

7.8 [redacted]

7.9 Collections

The Contractor shall take reasonable and prudent measures to collect due bills for patients that received authorized services. No collections will take place at time of service.

7.10 Balance Billing

CONTRACTOR agrees that the compensation provided by COUNTY for DIRECT FINANCIAL RESPONSIBILITY PATIENTS shall be payment in full for the services rendered. CONTRACTOR agrees not to bill, charge, collect a deposit from, seek compensation from, seek remuneration from, or have any recourse against a DIRECT FINANCIAL RESPONSIBILITY PATIENT, or person acting on his/their behalf for services pursuant to this agreement. This provision does not prohibit CONTRACTOR from collecting deductibles or co-payments from patients whom have Medi-Cal, Medicare or other third party payor insurance.

SECTION 8 - GENERAL PROVISIONS

8.1 Entire Agreement. Modification. This Agreement constitutes the entire understanding of the Parties hereto and supersedes any and all prior written or oral agreements, representations, or understandings regarding the subject matter of this Agreement. No modifications, discharges, amendments, or alterations shall be effective unless set forth in writing and signed by both Parties. If however, State or Federal laws or regulations change and affect any provision of this Agreement, this Agreement shall be deemed amended to conform with those changes in the laws or regulations effective the date such laws or regulations become effective.

8.2 Amendments. This Agreement may only be amended or modified by a written instrument signed by both parties.

8.3 Invalid Provisions. It is understood that any provision of this Agreement which is in violation of any state or federal laws or regulations shall be null and void, and any such

provision shall be renegotiated by the Parties or deemed stricken from this Agreement or deemed amended to conform to the laws or regulations pursuant to the terms of this Agreement. If in the reasonable and good faith opinion of either party, such required change would jeopardize the status of any license, or permit, or subject either party or its employees to civil or criminal prosecution or liability, that party may terminate the agreement. The invalidity of non enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

8.4 Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

8.5 Nonwavier. No covenant, condition or undertaking contained in this Agreement may be waived except by the written agreement of the Parties. Forbearance or indulgence in any other form by either party in regard to any covenant, condition or undertaking to be kept or performed by the other party shall not constitute a waiver thereof, and until complete satisfaction or performance of all such covenants, conditions, and undertaking have been satisfied, the other party shall be entitled to invoke any remedy available under this Agreement, despite any such forbearance or indulgence.

8.6 Notice. Any notice, request, demand or other communication required or permitted hereunder will be given in writing be certified mail, postage prepaid, to the party to be notified. All communications will be deemed given upon delivery or attempted delivery to the address specified herein, as from time to time amended. The address for the Parties for the purposes of such communication is:

TO: CONTRACTOR :
Erik Mandler
Westmed Ambulance Services
[redacted]
Direct Line 510-432-4498
Fax: 510-614-1429

TO: COUNTY:
Santa Clara Valley Health and Hospital Administration
2325 Enborg Lane 2nd Floor, Suite 220
San Jose, California 95128
Direct Line: 408-885-4040
Fax: 408-793-6155

Either party may at any time change or amend its address for notification purposes by mailing a notice as required herein above stating the change and setting forth the new address. Such change shall be effective on the day specified in such notice, or if no such date is specified, on the tenth (10th) day following the date such notice is received.

8.7 Confidentiality of Financial Terms. COUNTY and CONTRACTOR acknowledge a duty to maintain the confidentiality of the payment terms of this Agreement, except where disclosure is required by law.

8.8 Dispute Resolution Process. The parties shall resolve their disputes informally to the maximum extent possible. The parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

8.9 Duplicate Originals. This Agreement is executed in several counterparts, each of which shall be deemed an original; however, all shall constitute one and the same Agreement.

8.10 Non-Discrimination Provision. The County of Santa Clara is an equal opportunity employer. CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973 (sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900, et seq.); California Labor Code sections 1101, and 1102. CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender orientation, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion layoff, rates of payer other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or mental status.

8.11 Headings. The Section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. Any exhibits, tables or schedules referred to herein and/or attached or to be attached hereto are incorporated herein to the same extent as if set forth in full herein.

8.12 Contracting Principles. Contractor agrees to comply with the County's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that Contractor be a fiscally responsible entity and treat its employees fairly. Contractor is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; and (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.13.12 Approvals.

Where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

8.13 County No-Smoking Policy. CONTRACTOR and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

8.14 California Public Records Act. The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR proprietary information is contained in documents submitted to County, and CONTRACTOR claims that such information fall within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make reasonable efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County's deadline for responding to the CPRA request. If CONTRACTOR fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information.

8.15 No Third Party Rights. No provision in this Agreement shall be construed to confer any rights to any third person or entity.

SECTION 9 - REGULATORY COMPLIANCE

9.1 Confidentiality and Compliance with all laws. CONTRACTOR shall comply with any and all federal, state, and local laws and regulations applicable to the provision of or payment for Contracted Services, including, but without limitation, laws relating to regulation and licensure of CONTRACTOR personnel, as well as standards and requirements of relevant state standards in the Health & Safety Code. CONTRACTOR shall adhere to all provisions contained within the County of Santa Clara Ordinance Code Division A18, Chapter XVI at all times, when operating within the County of Santa Clara or when serving as a provider of services on behalf of the County of Santa Clara. The Parties shall comply with all applicable state and federal privacy laws.

9.2 Any provisions required to be in this contract by any statute or regulation shall bind COUNTY and CONTRACTOR whether or not expressly provided in this Agreement.

9.3 No Influence on Referrals. It is not the intent of either party to this agreement that any remuneration, benefit or privilege provided for under this 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 services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what parties reasonably believe to be fair market value for the services provided.

9.4 CONTRACTOR certifies that personnel who are to provide services have not been convicted of a criminal offense related to health care nor are they listed by any federal or state agency as debarred, excluded, or otherwise ineligible for participation in federal or state funded health care programs, that it has performed an appropriate screen of the personnel prior to making this certification, and it will screen all new personnel who provide services under this Agreement. CONTRACTOR agrees that if criminal charges are brought or debarment or exclusion sought of any person providing services under this Agreement, such person shall be removed from any responsibility for or involvement in the provision of services under this Agreement during the pendency of such proceedings and that CONTRACTOR shall notify the County of the pendency of such charges or proposed debarment or exclusion.

9.5 CONTRACTOR shall ensure that CONTRACTOR and its personnel cooperate with and/or participate in SCVMC's compliance programs, as requested or required by SCVMC.

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9.6 (a) CONTRACTOR shall, in connection with the subject of this Agreement, cooperate fully with County by, among other things, maintaining and making available all necessary books, documents and records, in order to assure that County will be able to meet all requirements for participation and payment associated with public or private third party payment programs.

(b) CONTRACTOR shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their authorized representatives, upon the request of any of them, this Agreement, and all books, documents and records relating to the nature and extent of the costs of services.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Agreement:

COUNTY OF SANTA CLARA

Deputy County Executive
René Santiago

Date: 11-1-12

Approved:

Chief Financial Officer
David McGrew

Date: 11/1/12

CONTRACTOR
KMA Emergency Services Inc.

Date: 10/31/12

Approved as to Form and Legality:

Deputy County Counsel
Jennifer Sprinkles

Date: 10/30/12

EXHIBITS:

Exhibit A: Statement of Work
Exhibit B: Compensation and Fee Schedule
Exhibit C: Fleet Requirements
Exhibit D: Insurance Requirements

EXHIBIT A

STATEMENT OF WORK

TRANSPORT CLASSIFICATIONS or CATEGORIES

The Covered Services will include non-emergency and pre-scheduled transports. The majority of the transports will be contained within Santa Clara County; however, some transports will be out of County. Transports are required for the following categories:

1. **Mental Health Patients - Immediate Response to Field Settings**

   These services may be provided to persons held under the Lanterman-Petris-Short Act (LPS) for involuntary psychiatric evaluation. These transports will be from field locations for individuals identified under Welfare and Institutions Section 5150 as "gravely disabled" mental health workers designated by the Director of Mental Health to sign 5150 holds. These patients will be transported to the closest County designated 5150 receiving center.

   Requests for transport will be made by the Mental Health Department or by a specified mental health contractor designated and authorized by the Mental Health Department to the Contractor. These patients may require the use of restraints and transporting personnel should be expert at managing adult and minor patients exhibiting uncontrolled and unpredictable physical or verbal behavior prior to and during transport. If the Contractor's personnel, upon arrival, suspects that the patient has an emergency medical condition, or is exhibiting intentional criminal behavior, he/she should summon an emergency ambulance or law enforcement assistance via the 911 system.

2. **Mental Health Patients General Transportation**

   Mental Health patients determined to require transportation may be located at any location in the County and transportation to and from county and other facilities may be required. Transport personnel will be mindful of confidentiality issues, patient's rights issues, and patient respect and dignity in the performance of their duties.

3. **Adult and Juvenile Custody Patients**

   This service is for the following types of transport:

   a. Pre-scheduled non-emergency ambulance transportation of custody patients from the custody facility to a hospital. Transport may also take place from a hospital to a County custody facility. The latter category relates to hospital inpatients medically able to be cared for at the County custody facilities. An Authorized

County User will contact the Contractor to request the return transport to the custody facility.

b. Inter-facility transfer of medically stable custody patients from one hospital to another. These may be emergency department custody patients who are medically stable for transport or custody patients who are discharged from one hospital and are transported to SCVMC. Authorized County User will contact the Contractor to arrange and request these transports.

4. **Santa Clara Valley Medical Center and Clinic Patients**

a. Authorized Inter-facility Transport of SCVMC Patients

This service is for the authorized transport of critical care patients and non-emergency inter-facility transfer of patients from SCVMC to other health care facilities and from SCVMC Clinics and other facilities to SCVMC.

If the transport is requested by the Emergency Department the response time will be within thirty (30) minutes of the request.

b. Inter-facility Transport for Acute Psychiatric Patients

(i) Emergency Psychiatric Services (EPS) is a psychiatric emergency room which requires rapid access to transportation of acute psychiatric patients 24 hours per day. As the State regulates the amount of time a patient may be held in a psychiatric emergency room, a response time of no greater than one hour, 24 hours a day, is required to transport patients to both in-County and out-of-County facilities.

(ii) Barbara Arons Pavilion (BAP) Patients
Barbara Arons Pavilion is a psychiatric inpatient facility. The majority of requests for transport from BAP are to Superior Court for legal hearings. These transports are round trip transports and require the Contractor's personnel to stay with the patient during the court procedures.

Other needs for transport from BAP include transfers of patients to long term care facilities (Institutes for Mental Disease (IMD), Skilled Nursing Facilities (SNF), State Hospitals) in County and out of county, as well as occasional transfers to the facilities designated by the County. These transfers are typically scheduled in advance and on time arrival is required as many accepting facilities limit the hours during which they admit patients. BAP or Mental Health Department staff or another County Authorized User will call the Contractor to request such transports.

5. **Transports of NICU/PICU Patients**

There are requests from community hospitals that transfer infants and children patients requiring specialty care to SCVMC's NICU and PICU. These transports require vehicles that are specifically equipped for NICU/PICU patients. The Contractor will make one dedicated modular ambulance available to SCVMC for the exclusive use of SCVMC NICU/PICU Departments. Contractor will work collaboratively with NICU/PICU Medical and Nursing staff to ensure adequate equipment and technology are maintained to ensure safe transport of patients.

6. **Other Transportation Requestors**

The above requirements are the major users of service under this contract, however, the County specifically reserves the right allow service requests to be placed by others (Community Based Organizations and other agencies). The authorization to place these requests will be documented in a letter from the CAM to the Contractor.

7. **Other Transportation Needs**

The County may from time to time require transportation to, or from, locations other than described above. Contractor will make these services available at contract rates. Services may include, but are not limited to, support of air transportation and transportation to locations not described above.

Bariatric Patients

CONTRACTOR will ensure the safe transport of obese patients through the use of specialized equipment and adequate supervision of transport. Bariatric transports may take place in any of the levels of transportation service.

8. **Reporting Requirements**

The Contractor will provide, by the fifteenth day of each calendar month, or another day selected by the County, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein.

9. **Subcontractors**

The County must first approve contracts proposed between the Contractor and any first response agency. The County will look only to Contractor with regard to responsibility for performance in accordance with the Contract. The County may approve or disapprove any subcontractor identified by Contractor. The inability or failure of any subcontractor to perform any duty or deliver Contracted Service will not excuse the Contractor from the responsibility for performance.

9.1 INTRA-COUNTY COOPERATIVE AMBULANCE ASSISTANCE AGREEMENTS (CAA)

The Contractor may enter into an Intra-County Cooperative Ambulance Assistance Agreements (CAA) with interested Santa Clara County permitted private ambulance services in good standing (as determined by the County) in the event that the Contractor requires additional resources to meet the provisions of the agreement. The Contractor may not enter into an agreement with any government-based ambulance service provider or the County Exclusive Operating Area paramedic and emergency (911) ambulance service provider.

The Contractor shall assess liquidated damages for the use a provider that is operating under an established CAA, unless exempted by the County or authorized through the agreement and approved by the County. The use of other ambulance service providers may not occur routinely, unless approved by the County.

In the event that another provider acts in place of the Contractor, through an established CAA, the Contractor shall continue to be responsible for all variances in the terms of the agreement including response times, liquidated damages and performance measures.

This agreement shall include the payment of fees as follows as identified in the following table: Liquidated Damages for Contractor Use of Other Providers.

Table 9.1: Liquidated Damages for Contractor use of Other Providers

Liquidated Damages for Use of other Providers	
Description	Liquidated Damages
Contractor 's use of other non-contracted ambulance or transportation services	$1,000 per-occurrence (when provider is not part of a CAA).
	Applicable response time liquidated damages incurred by the ambulance or transportation service's response.

9.2 Disaster Assistance and Response

The Contractor shall be actively involved in planning for and responding to any disaster in the County.

In the event of a County declared disaster normal operations may be suspended and the Contractor shall respond in accordance with the County's emergency operations plans. During the period of a disaster and when waived by the County

for a specific period, the County will not impose performance requirements and liquidated damages for response times.

9.2.1 Hospital Emergency Operations Center

When requested by the County, the Contractor shall provide a senior operations manager as a resource to the Hospital Emergency Operations Center or other location as an Agency Representative of the Contractor.

9.3 County Clinical Provisions and Medical Oversight

The County shall furnish medical oversight services in accordance with County policies. The EMS Medical Director is an agent of the County and shall receive no compensation or remuneration directly from the Contractor.

9.3.1 Medical Protocols

Contractor shall comply with EMS System medical protocols and policies and other requirements of the system standard of care as established by the EMS Medical Director.

9.3.2 Direct Interaction with Medical Control

Field and communications personnel have the right and responsibility to interact with the system's medical leadership on all issues related to patient care. This personal professional responsibility is essential. Particular attention has been given to including safeguards against the Contractor's organization preventing or discouraging this interaction from occurring. The Medical Director recognizes the complexity of these interactions, and will not otherwise involve himself/herself in employer's labor matters. The Contractor will be required to designate an individual who will be responsible for quality improvement and serve as liaison to the County and CAM.

9.3.3 Medical Review/Audits

The goal of the medical audit process is to improve patient care by providing feedback on the system and individual performance. If the audit process is to be positive, it routinely must produce improvement in procedures, on-board equipment, and medical practices. It is the Contractor's responsibility to implement this corrective feedback.

The EMS Medical Director and other appropriate clinical staff of SCVHHS (SCVMC Medical Director and Valley Health Plan Medical Director for instance) may review and categorize medical audit requests, separating those with important clinical implications or which potentially involve disciplinary action from those that involve by telephone, and may resolve the matter directly without further involvement, or unnecessary inconvenience of field personnel.

The EMS Medical Director and other appropriate clinical staff of SCVHHS may require that any of the Contractor's employees attend a medical audit when necessary. Employees may attend any audit with respect to any incident in which they were involved that is being formally reviewed but must maintain the confidentially of the medical audit process. Every employee involved in a case being reviewed is not required to attend unless mandated by the EMS Medical Director.

9.3.4 Committee Participation

The Contractor shall participate in appropriate EMS and COUNTY Stakeholder Committees, as determined by the CAM.

9.3.5 Clinical Quality Assurance and Improvement

The Contractor shall comply with the State, County, and provider-based Emergency Medical Services Quality Improvement Plan (EQIP). Failure to provide requested data on time will result in liquidated damages of $1,000 per-document, per-day or portion thereof.

9.3.6 Public Information

The Contractor shall refer all media inquiries related to the provision of services identified in this agreement to the SCVHHS or County Public Information Officer. Nothing in this agreement precludes the Contractor from providing corporate information to the media.

9.3.7 Patient Satisfaction Program

The Contractor shall maintain a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients. The program shall contain quantitative and qualitative assessment mechanisms that include the PSP and must be approved by the County. The processes, measurements and data used to determine patient and customer satisfaction should be described. The program should explain how the organization determines longer-term requirements, expectations, and preferences of target and/or potential customers and markets, and how the organization uses this information to understand and anticipate customer and market needs and to develop improvements.

9.4 System Enhancements

9.4.1 Internal Risk Management/Loss Control Program

The County believes that education and aggressive prevention of conditions in which accidents occur is the best mechanism to avoid injuries to patients and the Contractor's staff. The County requires the Contractor to develop and maintain an aggressive loss control program including, at a minimum, physical pre-screening of potential employees

(including drug testing), initial and on-going driver training monitoring of driving performance, safety restraints for patients and caregivers, infectious/communicable disease prevention and training, lifting technique training, hazard reduction training, as well as involvement of employees in planning and executing its safety program.

9.5 **Technology, Data, and Reporting Requirements**

The long-term success of the SCVHHS and County transportation system is predicated upon its ability to both measure and manage its affairs. Contractor is responsible to provide detailed operations, clinical, financial, and administrative data in a manner that facilitates its retrospective analysis. Contractor acknowledges that SCVMC and the COUNTY are implementing innovations in the technology used to deliver and manage patient care. Contractor agrees to work collaboratively with COUNTY to integrate technologies when possible to maximize efficiency in patient care and transport.

9.5.1 **Data Reporting Capabilities**

The Contractor shall provide data regularly and ad hoc as requested by County, and in form approved by County. The Contractors data system must integrate with CEMSIS and NEMSIS.

9.5.2 **Quality Improvement Data Reporting**

The Contractor's electronic data system must be fully comprehensive and able to capture and report complete and integrated information on all County activities beginning with the receipt of a request for service and up to and including transport and arrival information. Contractor must ensure that all personnel comply with field reporting requirements, including accuracy and completeness of reports. Cost of integrating the medical reporting system will be borne by the Contractor.

9.5.3 **Financial Statement Reporting**

Contractor shall comply with such other miscellaneous financial reporting requirements as may be specified by the County, at the Contractor's cost. COUNTY shall keep confidential all of CONTRACTOR's financial information as allowed by law.

9.5.4 **Performance Data and Reporting**

Standardized reports shall be provided to the County in accordance with the standards established by the County.

The Contractor shall participate in the County's prehospital data collection system in accordance with the County's standards.

A patient care record is required to be completed for all patients for whom care (including assessment), is rendered at the scene, regardless of whether the patient is transported. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

The County requires patient care records (PCR) to be delivered to the CAM and the EMS Medical Director on demand. The County may assess liquidated damages of $250 for every patient care record that is not accurately completed in compliance with federal, state and local regulations.

9.5.5 Timing of Monthly Reports

Contractor shall provide, by the fifteenth day of each calendar month or other date agreed to by the County, reports detailing its performance during the preceding month as related to the clinical, operational and financial performance stipulated herein. The format of such reports shall be subject to the County's approval.

9.6 Employee and Workforce Provisions

Recruitment and retention of high-quality field care personnel is essential to the successful operations of the County transportation System. County Credentialing Required.

All Emergency Medical Technicians, Paramedics, and nurses must be credentialed in Santa Clara County and be issued an authorized Santa Clara County EMS System Identification Badge. This shall be inclusive of a state and federal background check with records reportable to the County as applicable.

9.6.1 Background Checks

All contractors and employees of the Contractor must complete a State of California Department of Justice and Federal criminal background check, reportable to Santa Clara County, paid for by the Contractor. The County may summarily reject the service of any member of the Contractor's staff based on the results of this check.

9.6.2 Personnel Release by County

The County may summarily reject the service of any member employed by the Contractor at any time, with or without cause.

9.6.3 Key Personnel

CONTRACTOR shall inform COUNTY in writing of any key management personnel changes and provide the title, reporting relationship and limits of authority for such key management personnel.

The County may reject the service of any member with or without cause.

9.6.4 Emergency Incident Support

When requested by the County during emergency situations, the Contractor will provide resources to the County in assisting with the movement of patients to alternative locations.

The Contractor will participate and coordinate routine exercises in support of these functions under the direction of the County.

9.6.5 Health and Wellness

The County prefers that the Contractor develops and implements a Health and Wellness Program for all employees. This program shall be developed by a committee of managers and field employees of the Contractor and in cooperation with the County. This program shall provide for preventative health, injury reduction and prevention, mental and physical wellness. Proposers must describe their proposed health and wellness initiative.

The County prefers that the Contractor implement a system that offers field crews the ability to access healthy food choices such as food preparation facilities or mobile food storage provisions. The County further desires that the Contractor provide all employees with access to cardiovascular and strength-training facilities at no cost. Proposers shall describe how they will provide access to healthy food options and cardiovascular and strength training facilities.

The Contractor shall provide access to confidential Employee Assistance Programs (EAP) for all employees at no cost to the employee.

9.6.6 Immunizations

In addition to those required by OSHA/CalOSHA standards, the Contractor shall provide all personnel with Hepatitis A, Hepatitis B, and annual influenza inoculations at no cost.

The presence of tuberculosis in Santa Clara County currently exceeds national averages. In order to assist in mitigation of public health concerns, the Contractor shall provide tuberculosis testing to all employees every year at no cost to the employee.

9.6.7 Priority Prophylaxis (Anthrax and Biological Agents)

The Contractor shall provide and maintain Priority Prophylaxis in accordance with guidelines set forth by County EMS .

9.6.8 Substance Abuse/Drug Testing

The Contractor shall maintain a drug and abuse free workplace.

9.6.9 FINANCIAL MANAGEMENT, Patients' Bill of Rights

The Contractor shall provide a Patients' Bill of Rights, as approved by the County, to each patient at the time of service delivery (when appropriate) and shall be posted in each ambulance in the patient compartment.

9.6.10 Fleet Safety

Contractor must use vehicles with specifications and modifications designed to enhance the safety of patients, first responders and proposer's employees. At a minimum, the Contractor's approach to the following areas should be addressed:

- Driver education and vehicle operations.
- The Contractor's fleet security program, including its individual and fleet security efforts, such as security fencing, alarms, remote disable devices, and other safety mechanisms.
- Systems designed to improve safety, such as: "Low Forces" and other driving, training and monitoring systems.
- Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents.
- The Contractor's approach to providing appropriate child-restraint systems for pediatric patients.
- Vehicle monitoring and record keeping systems.
- Fleet maintenance procedures designed to promote and enhance safety.
- The Contractor shall provide sufficient, specially designed, patient transport unit(s) capable of moving and transporting obese patients.

9.6.11 Administrative Facilities, Stations, and Employee Facilities

Stations and employee facilities must be maintained in accordance with guidelines set forth by County EMS.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

SCVHHS agrees to compensate PROVIDER for the provision of services as outlined below for DIRECT FINANCIAL RESPONSIBILITY PATIENTS only.

Service Levels	SCVMC Direct Financial Responsibility	Custody Services	Mental Health Direct Financial Responsibility	SSA/PGO Direct Financial Responsibility
BLS- Base Rate				
ALS 1 –Base Rate				
ALS 2 Emergency- Base Rate				
Nurse CCT/NICU/PICU- Base Rate		NA	NA	NA
Gurney Van- Base Rate				
Wheelchair- Base Rate				
Mileage for ALS, BLS, CCT and NICU/PICU				
Mileage for Gurney Van				
Mileage for Wheelchair				
Bariatric- (additional Service)				
Hourly Ambulance Stand By				

EXHIBIT C

FLEET AND EQUIPMENT

A. FLEET AND EQUIPMENT

The Provider shall provide an effective response capability by focusing specifically on the physical resources utilized to deliver services.

1. **Fleet:**
   The County requires that the specified ambulances meet the following minimum standards:

   - Provider will provide a sufficient number of units to meet County's needs. The number of units to be mutually agreed to by both parties.
   - All emergency fleet vehicles will be no greater than two years old ambulances at the time of the contract start date.
   - Meet all Federal Specification KKK-A-1822E and subsequent revisions, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture.
   - All ambulances must be constructed to transport all county-required equipment, two (2) recumbent patients, and crew without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled.
   - The provider shall develop a standard ambulance specification for the County's review and approval.
   - Vehicles will be supplied and equipped consistent with the policies and procedures of the County Emergency Medical Services Department, and as need to fully meet the needs of this contract.
   - The County desires that only the most professional image be represented by the proposer's equipment. As such, damaged vehicles may not be placed into service until repaired to the satisfaction of the County. This shall not include minor dings, scratches, or chips.
   - All vehicles will be equipped with AVL.

- The proposer shall maintain an electronic database of vehicle maintenance.

- Ambulances must be supplied with 110V inverters and medical air and all other required functionality to support this contract.

- NICU/PICU units will be equipped with the appropriate equipment to support the mission.

2. **Fleet Safety**
Provider shall provide a written program of fleet safety which includes, but is not limited to, the following elements.

- Driver education and vehicle operations.

- The proposer's fleet security program, including its individual and fleet security efforts, such as security fencing, alarms, remote disable devices, and other safety mechanisms.

- Systems designed to improve safety, such as: "Low Forces" and other driving, training and monitoring systems.

- Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents.

- The Proposer's approach to providing appropriate child-restraint systems for pediatric patients.

- Vehicle monitoring and record keeping systems.

- Fleet maintenance procedures designed to promote and enhance safety.

- The proposer shall provide sufficient, specially designed, patient transport unit(s) capable of moving and transporting obese patients.
- The proposer shall describe how this equipment will be provided and is requested to propose additional response resources and tools that may be beneficial to the County.

EXHIBIT D

INSURANCE REQUIREMENTS

For Non-Emergency Transportation

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Personal Injury - $1,000,000

   d. Products/Completed Operations aggregate - $2,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Personal Injury liability

   c. Products/Completed

   d. Contractual liability, expressly including liability assumed under this Agreement

   e. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   Additional Insured Endorsement, which shall read:

"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary Insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to owned, non owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance

a. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per occurrence/aggregate.

b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.

c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such

bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

FIRST AMENDMENT TO THE AGREEMENT FOR MEDICAL TRANSPORTATION SERVICES BETWEEN KMA EMERGENCY SERVICES Inc. DBA WESTMED AMBULANCE AND THE COUNTY OF SANTA CLARA

THIS AGREEMENT, by and between the County of Santa Clara, a political subdivision of the State of California ("County") , and KMA Emergency Services Inc., dba Westmed Ambulance, a California Corporation licensed to provide specified services noted in this Agreement (hereinafter referred to as "CONTRACTOR") is hereby-amended effective November 1, 2012 as follows:

1. Section 1.4, COVERED SERVICES, is replaced in its entirety as follows:

   COVERED SERVICES: shall mean those health care transportation services and supplies including Advanced Life Support, Basic Life Support, Critical Care Transports, and wheelchair transport services as described and set forth in Section 2 and the Statement of Work, Exhibit A and Exhibit A-1 of this Agreement.

2. Section 2 – SERVICES PROVIDED, Section 2.1 is replaced in its entirety as follows:

   CONTRACTOR agrees to provide Covered Services as needed to COUNTY patients and/or as ordered by authorized personnel in accordance with the terms and conditions of this Agreement as specified in Exhibit A and Exhibit A-1.

3. Addition of Exhibit A-1, Statement of Work, Social Services Agency-Public Administrator Guardian.

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Except as set forth herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this FIRST Amendment and the AGREEMENT, the terms of this FIRST Amendment shall control.

This AGREEMENT as amended by this FIRST Amendment constitutes the entire AGREEMENT of the parties concerning the subject matter herein and supercedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this FIRST Amendment as follows:

COUNTY OF SANTA CLARA

Deputy County Executive
René Santiago

Date: 3-25-13

Approved:

Chief Financial Officer
David McGrew

Date: 3/11/13

CONTRACTOR
KMA Emergency Services Inc.

Date: 3/29/13

Approved as to Form and Legality:

Deputy County Counsel
Jennifer Sprinkles

Date: 3/7/13

EXHIBITS:

Exhibit A-1: Statement of Work -Social Services Agency- Public Administrator Guardian

EXHIBIT A-1

STATEMENT OF WORK

SOCIAL SERVICES AGENCY-PUBLIC ADMINISTRATOR GUARDIAN

Public Administrator Guardian/Conservator (PAG/C) Clients:

The Public Administrator Guardian/Conservator is under the Department of Aging and Adult Services in the Social Services Agency. These services will be provided to persons held under the Lanterman-Petris-Short Act (LPS) for involuntary psychiatric placement or are probate conservatees. The primary non-emergency ambulance transports will be round-trip from a client residence to County of Santa Clara Superior Court and back to client residence.

1. Residence would include, but is not limited to, a private residence, a group facility (such as residential or board and care) or locked facility and could be outside of Santa Clara County (examples include but are not limited to Crestwood Manor, Golden Living Center, Seventh Avenue Center, Napa State Hospital or Valley Medical Center's Barbara Arons Pavilion or Emergency Psychiatric Services).
2. The transport staff would be expected to assist the client into court, wait in the courtroom with the client for their case to be heard and assist the client back to the vehicle. At times, the transport staff may also need to escort a client to use the restroom. The wait time could be 15 minutes to four hours, although rarely exceeds two hours.
3. A round-trip (to and from court) is considered two transports.
4. Some transports may involve restraints. Potential vendor must be familiar with the guidelines and use of restraints. Potential vendor must be expert at managing unpredictable verbal or physical behavior.
5. Some transports may involve wheel chairs.
6. Most transports are scheduled approximately one day in advance by PAG/C staff.
7. Each round-trip transport will be given an authorization number at the time of the call. Please reference the authorization number on the invoice.
8. The majority of the transports will be for a Wednesday afternoon court calendar. Some transports will be for a Monday or Friday afternoon calendar. It is essential that the transports arrive with the client to court on time and return the client to his/her residence promptly upon completion of the court hearing.
9. Other transports on matters related to the conservatorship of a client may also be needed, but must have prior approval from a supervisor or manager of the PAG/C.