

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
KMA EMERGENCY SERVICES, INC. DBA WESTMED AMBULANCE SERVICES**

The Agreement (“Agreement”), effective August 15, 2018, by and between the County of Santa Clara, a political subdivision of the State of California d/b/a Santa Clara Valley Health and Hospital System (“County”), and KMA Emergency Services, Inc. dba WestMed Ambulance Services (“Contractor”) for Interfacility Medical Transportation Services, is hereby amended as set forth below effective August 15, 2019 (“First Amendment”).

Background

The purpose of this First Amendment is to revise the term, update the compensation and sections of the scope of service.

The Agreement is amended as follows:

1. **Section 1. Definitions, Section a., Paragraphs vi., ix., xii., xiii.** are amended and restated to read as follows:

vi. County Authorized User: shall mean the County representative designated by the County to authorize transportation and payment for services rendered. The County reserves the right to update the list of County Authorized Users from time to time.

Departments Authorized to Request Transports: the County departments that may initiate transportation under this Agreement includes but is not limited to the following:

- 1) Santa Clara Valley Medical Center Hospitals and Clinics (SCVMC) Staff, to include Neonatal Intensive Care Unit (NICU)/ Pediatric Intensive Care Unit (PICU), Emergency Department (ED), Emergency Psychiatric Services (EPS), Barbara Arons Pavilion (BAP), and other departments.
- 2) SCVMC Clinic Staff (12 clinics across County).
- 3) Custody Health Services Staff.
- 4) Office of the Sheriff (Correction) Staff.
- 5) Behavioral Health Department Staff (stand alone and Federally Qualified Health Centers (FQHC) County operated clinics).
- 6) Behavioral Health Department Contracted Programs: Uplift Mobile Crisis/Crisis Stabilization Unit, Momentum Crisis Residential, Momentum Crisis Stabilization Unit, Momentum FSP Residential, Telecare Crisis Residential, Alum Rock Status Offender Systems (“SOS”), Community Solutions SOS, Community Solutions Crisis Residential, Bill Wilson SOS, and Crestwood PHF.
- 7) Social Services Agency (SSA), Office of Public Administrator/Guardian/Conservator (PAGC).

ix. Direct Financial Responsibility Patient: shall mean an individual for whom the County has requested interfacility medical transportation services and for whom the County has financial responsibility. Contractor shall bill the County for the interfacility medical transportation of the patients stated below. 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. Direct Financial Responsibility Patients are those that

Contractor and County have identified as patients who do not have appropriate third-party payor coverage for the anticipated transportation. These include:

- 1) **Behavioral 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 Behavioral Health Department County Authorized Users (which includes EPS and BAP) has transported.
- 2) **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 transportation at the discretion of the Sheriff's Office, Custody Bureau.
- 3) **Social Services Direct Financial Responsibility Patients:** 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/PAGC has transported.
- 4) **Miscellaneous Patients:** shall mean patients the County elects to transport at the County's expense authorized by a County Authorized User who expressly states the County shall pay for the transport.

xii. **SCVMC:** shall mean Santa Clara Valley Medical Center Hospitals, including Santa Clara Valley Medical Center campus, St. Louise Regional Hospital and O'Connor Hospital and 12 Clinics, including but not limited to the ED, Ambulatory and Specialty Clinics, NICU, PICU and other hospital units.

xiii. **SCVMC Patients:** shall mean inpatient and outpatient of SCVMC hospitals, including Santa Clara Valley Medical Center campus, St. Louise Regional Hospital, and O'Connor Hospital and the twelve (12) Ambulatory and Specialty Clinics.

2. **Section 2. Services and Deliverables, I. Services, Paragraph b.** is amended and restated to read:

- b. Contractor shall provide seven (7) dedicated ambulances to provide Covered Services under this Agreement. The ambulance requirements are more specifically described in Exhibit C (Fleet, Equipment, and Driver Requirements).

3. **Section 2. Services and Deliverables, II. Deliverables, Milestones, and Timeline for Performance, A. Services and Vehicles, Paragraph b.** is revised and restated to read:

- b. Contractor shall provide a minimum seven (7) dedicated ambulances, and meeting the requirements described in Exhibit A, to provide interfacility transportation services at peak usage for the aforementioned SCVHHS departments.

4. **Section 2. Services and Deliverables, II. Deliverables, Milestones, and Timeline for Performance, D. Technology, Data and Reporting Requirements, Paragraphs d., f., and g.** are revised and restated to read:

d. Quality Improvement Data Reporting

- i. Contractor's electronic data system shall 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 transportation and arrival information. This includes calls that did not result in transport.

- ii. Contractor must ensure all personnel comply with field reporting requirements, including obtaining and maintaining required forms, accuracy and completeness of reports.

f. Monthly Performance Data and Reporting

- i. Contractor shall provide to the County, by the fourteenth day of each month, and in a form approved by the County, standardized reports that detail Contractor's performance during the preceding month as it relates to the clinical, operational and financial performance.
- ii. Contractor shall participate in the County's pre-hospital data collection system in accordance with the County's standards.
- iii. Contractor must complete a patient care record 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.
- iv. The County requires Patient Care Records (PCR) to be delivered to the CAM and 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.
- v. A list of calls that were cancelled with date, time, pick-up and drop off request, and making note of the reason for the cancellation.

g. Quarterly Performance Data and Reporting

Contractor shall provide to the County, by the fourteenth day of the first month of the quarter, and in a form approved by the County, quarterly reports that detail Contractor's performance during the preceding quarter. Reports will include, but are not limited to, the following:

- i. A list of the SCVMC units who requested transports, including the date, day of the week, and time of day the request was made.
- ii. The pick-up location and destination of the transport request, including date, day of the week and time of day the destination was reached.
- iii. A ranked list of the ten (10) most frequent destinations.
- iv. The type of response per transport request (BLS, CCT, ALS, gurney, wheelchair, bariatric, etc.)
- v. On time/late calls, making note of which days of the week and times are most frequent for late calls.
- vi. Average call to on-scene time.
- vii. Payor for the transport.
- viii. Top five (5) reasons and requesting departments for calls cancelled by the requestor or the Contractor.

5. Section 3. Term is amended and restated to read as follows:

This Agreement is effective from August 15, 2018, to and including August 14, 2020 unless terminated in accordance with Section 8. Upon expiration of this term, the Agreement may be renewed for up to three (3) additional one-year terms unless otherwise terminated.

6. **Section 4. Compensation and Payment, Paragraphs b. and d.** are amended and restated to read as follows:

- b. Contractor shall invoice County monthly for work authorized by County and performed by Contractor under this Agreement to the satisfaction of County according to Exhibit A and Exhibit B. These billings shall be remitted to County no later than the fifteenth day of each month for the prior month. Contractor shall submit invoices that identify 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 10 coding, origin and destination of transports, the applicable authorization numbers or booking numbers and itemized charges at contracted rates, including mileage. Contractor will work with County to comply with any future filing of billing requirements.
- d. County does not guarantee any minimum compensation payable under this Agreement. The maximum annual financial obligation for all work performed under this Agreement shall not exceed \$800,000.00 for the term of this Agreement.

7. **Section 6. Billing** is revised and restated to read as follows:

6. **Billing**

- a. **Eligibility Verification and Authorization for Payment:** The Contractor shall make reasonable efforts to determine the appropriate payor and appropriately bill the 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. In order to assure proper authorization for payment, if the Contractor determines the patient's payor requires transportation requests to be scheduled through the insurer/intermediary, the Contractor will notify the requestor in advance of service.
- b. **SCVMC County Hospitals and Affiliated Clinics Direct Financial Responsibility Patients:** If Contractor and County determine that a Patient does not have a third party payor, and County requires, reviews and authorizes transport, Contractor shall contact the Transfer Center at the address stated below to confirm that the patient is a Direct Financial Responsibility Patient and that the transport is authorized. The identification of patient coverage may take place at time of transportation or after transportation has taken place, as allowed by State and Federal law, and will require collaboration of both parties to this agreement.

Invoices and claims shall be submitted to the Transfer Center:
Transfer Center
Attention: Amy Rejent, Transfer Center Nurse Manager
751 South Bascom Avenue
San Jose, CA 95128

- c. **Custody Patients, Behavioral Health Patients, and SSA Patients:** Contractor is authorized to submit invoices and claims for transportation of Custody Patients,

Behavioral Health Patients (which includes EPS and BAP), and SSA Patients, without first contacting VHP for eligibility verification.

- d. **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.
- e. **Custody Health Services:** Custody Patients transported at the request of authorized representative from Custody Health Services are payable under this agreement.

Invoices and claims for Custody Patients shall be submitted to:
Custody Health Services Administration
Attention: Laura Tovar, Office Management Coordinator
150 W. Hedding Street, 2nd Floor
San Jose, California 95110

- f. **Behavioral Health Services:** Any Behavioral Health Direct Financial Responsibility patients (which includes EPS and BAP) transported at the request of an Authorized Santa Clara County Behavioral Health Services Department (SCCBHSD) User, are payable under this Agreement.

Invoices and claims for SCCBHD Patients shall be submitted to:
Finance Department
Attention: Viet Nguyen, Health Care Financial Analyst II
2325 Enborg Lane, Suite 360 San Jose, California 95128

- g. **SSA:** Any Social Services Direct Financial Responsibility clients transported at the request of an Authorized SSA user, are payable under this Agreement.

Invoices and claims for SSA shall be submitted to:
Social Services Agency/Department of Aging and Adult Services Attention:
Susan Chang, Senior Management Analyst
333 West Julian Street, 4th floor San Jose, California 95110

- h. **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 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 case. Authorization for increase is at the discretion of the County's Contract Administrator Manager (CAM) 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.

