

**AGREEMENT FOR EMERGENCY AMBULANCE TRANSPORT SERVICES  
BETWEEN THE CITY OF HERMOSA BEACH AND McCORMICK AMBULANCE**

This AGREEMENT FOR EMERGENCY AMBULANCE TRANSPORT SERVICES (“Agreement”) is entered into this 7<sup>th</sup> day of Dec, 2017, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation (“CITY”) and Westmed Ambulance Service, Inc., dba McCORMICK AMULANCE, a California corporation (“CONTRACTOR”).

**RECITALS**

- A. The City desires to contract with an independent contractor to provide emergency ambulance transport services in the City.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for ambulance transportation services.
- C. The Contractor warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Contractor to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City and the CONTRACTOR agree as follows:

1. **CONSIDERATION AND COMPENSATION**

- A. As partial consideration, Contractor agrees to perform the work listed in the SCOPE OF SERVICES.
- B. As additional consideration, Contractor and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay Contractor for Contractor’s services, unless otherwise specified by written amendment to this Agreement, per transport: \$380 for Year 1, \$405 for Year 2, \$430 for Year 3, \$440 for Year 4 and \$450 for Year 5. CONTRACTOR shall have no responsibility for billing or collection of patient fees and no right to proceeds of patient collections.

- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

2. SCOPE OF SERVICES.

- A. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference, pursuant to which CONTRACTOR assumes full responsibility for the provision of emergency ambulance transportation services within the Hermosa Beach Emergency Operational Area ("EOA").
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONTRACTOR will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, necessary or proper to perform and provide the emergency transportation services required of CONTRACTOR by this Agreement.

3. PAYMENTS. Payment to CONTRACTOR as specified in Section 1(C) of this Agreement shall be made monthly upon CITY'S receipt of an invoice from CONTRACTOR itemizing the transports by time and date for which compensation is being sought and providing any such other information as is specified by CITY.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence at the time and on the date specified in a notice to proceed from the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONTRACTOR's key person assigned to oversee and manage the services under this Agreement is Joseph Chidley. CONTRACTOR shall not assign another person to be in charge of the services contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2022, unless earlier termination occurs under Section 10 of this Agreement, or unless this Agreement is extended in writing in advance by both parties. CITY may extend this Agreement for a second term of five (5) years without publishing a request for proposals.

8. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

9. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

10. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing at least 60 days before the effective termination date.
- B. CONTRACTOR may terminate this Agreement with or without cause. Notice will be in writing at least 180 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

11. INDEMNIFICATION.

- A. CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance

of services hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

12. ASSIGNABILITY. This Agreement cannot be assigned or performance of services delegated without the consent of the CITY in its sole and absolute discretion. CONTRACTOR's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

13. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of the services and the manner in which they are performed. CONTRACTOR is not an agent or employee of CITY and its employees are not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of performing the services or to exercise a measure of control over the services means that CONTRACTOR will follow the direction of the CITY as to end results only.

14. AUDIT OF RECORDS.

- A. CONTRACTOR agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement.

CONTRACTOR agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONTRACTOR further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

- B. CONTRACTOR will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

15. CORRECTIVE MEASURES. CONTRACTOR will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONTRACTOR will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONTRACTOR to implement required corrective measures shall result in termination of this Agreement.

16. INSURANCE REQUIREMENTS.

- A. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from services performed by the CONTRACTOR for CITY.
2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than 3 million dollars (\$3,000,000) combined single limit for each occurrence.
  4. **Ambulance Medical Malpractice Insurance.** The Contractor shall maintain Medical Malpractice Insurance in the amount not less than three million dollars (\$3,000,00) per occurrence. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than six million dollars (\$6,000,000) per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage; provided, however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than five million dollars (\$5,000,000) per occurrence, with an annual aggregate of not less than ten million dollars(\$10,000,000).
- B. **Endorsements.** Each general liability, automobile liability and medical malpractice insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
1. “The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations.”
  2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
  - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - E. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
  - F. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 10 above.
  - G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by City due to the breach.
17. NOTICES. All communications to either party by the other party will be deemed made

when received by such party at its respective name and address as follows:

CITY	CONTRACTOR
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Fire Chief	McCormick Ambulance 2020 South Central Ave Compton, CA 90220 562-254-2548 ATTN: Joseph Chidley, CEO

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

18. SOLICITATION. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than CONTRACTOR's bona fide employee, to solicit or secure this Agreement. Further, CONTRACTOR warrants that it has not paid nor has it agreed to pay any company or person, other than CONTRACTOR's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONTRACTOR breach or violate this warranty, CITY may rescind this Agreement without liability.

19. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.

20. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

21. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

22. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.



23. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.

24. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

25. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

26. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

27. STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, personnel, current workload, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the Agreement and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

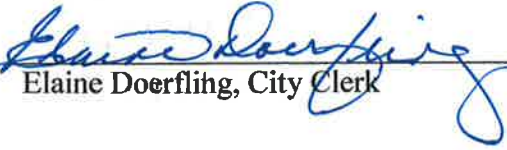
CITY OF HERMOSA BEACH

CONTRACTOR

  
\_\_\_\_\_  
JUSTIN MASSEY, MAYOR

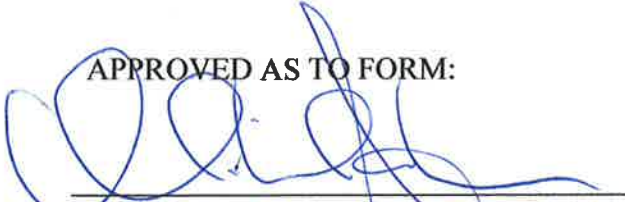
  
\_\_\_\_\_  
Edward Van Horne, President and CEO

ATTEST:

  
Elaine Doerfling, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

  
Michael Jenkins, City Attorney

## **EXHIBIT A**

### **Scope of Services**

- I. Contractor must provide, operate, and maintain at its sole cost and expense, an ambulance dispatch center, telephone service, including ring-down lines, CAD to CAD interface with Los Angeles County Fire Department (LACoFD), compatible mobile radio system with all surrounding fire departments, mobile data computer/radio system, personal computer, and a secondary dispatch response system (hereinafter collectively referred to as "Emergency Response Communications System") according to the terms, conditions, and requirements contained in this Section. Contractor's Ambulance Emergency Response Communications System must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission ("FCC") frequencies at all times during the term of the contract.

Contractor must comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:

1. Prior to the Effective Date, Contractor must obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Emergency Response Communications System, which is necessary to provide emergency ambulance response services under the contract;
2. Contractor must provide documentation describing in detail its operational design for their Emergency Response Communications System and methods proposed for dispatching ambulances under the contract;
3. Emergency Response Communications System must be operated and maintained by contractor twenty-four (24) hours per day, seven (7) days per week;
4. Contractor dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) service; and,
5. Contractor must provide and maintain, at its sole cost and expense, CAD to CAD interface, a dedicated point-to-point telephone ring-down line between LACoFD Department Emergency Communications Command Center and the Contractor's ambulance dispatch center. Ambulances shall also be required to have the ability to communicate with LACoFD emergency response personnel and/or apparatus.

Contractor must establish and maintain a Computer Aided Dispatch (CAD) interface, or other equivalent electronic data system, that is compatible with the LACoFD Emergency Command Center ("ECC"). This may include, but is not limited to: hardware; software; and telecommunications lines, which shall meet LACoFD specifications. Contractor assumes all costs associated with the purchase, installation, implementation, operation, and maintenance of a CAD interface.

As LACoFD upgrades its emergency response communications systems with new or improved technologies, the contractor must likewise upgrade its Emergency Response Communication System with comparable and compatible technology, at its sole cost and expense.

All emergency ambulance vehicles licensed in Los Angeles County must comply with all County EMS policies and directives related to communication requirements. These include, but are not limited to:

Mobile Data Computer System Contractor must install and maintain, at its sole cost and expense, a LACoFD approved mobile data communication at Contractor's dispatch center for purposes of sending and receiving electronic emergency dispatch information, instructions, and call status.

Los Angeles County Emergency Data System Contractor must demonstrate compliance and interoperability with the countywide electronic prehospital care report (ePCR) program.

Web Based Communications Application Contractor must have installed a web based communication application for hospital status, required assessments and messages, and MCI coordination (e.g. ReddiNet or other systems that can replicate ReddiNet).

- II. Contractor must provide twenty-four (24) hour emergency ambulance transportation and related services within the Hermosa EOA, at or above the level agreed to in the Contract Documents, seven (7) days a week during the term of the contract.

Contractor must have an authorized field supervisor available to LACoFD personnel, either by radio or in person, and physically present within the County of Los Angeles, on a twenty-four (24) hour, seven (7) day per week basis during the term of the contract. The Field Supervisor may not be assigned to a unit.

Contractor must respond to LACoFD requests for emergency ambulance transportation service within the response times set forth in this Section. Response times will be calculated as the actual elapsed time in minutes from the moment the request is received by the contractor's dispatch center to the time that the contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time. Contractor will be responsible for providing monthly response time reports to City and LACoFD.

Response times are measured in full minutes, rounded upward. For purposes of measuring compliance and for the imposition of any penalties, any partial minute will be rounded to the next full minute. For example, a response time of 10:01 or 11:00 is counted as eleven minutes.

The following response priority codes, and definitions will apply with regard to calculating response times:

1. **Code 2** Emergency ambulance vehicles responding to an emergency scene or request for service expeditiously, without red lights and sirens on.

2. **Code 3** Emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

The contractor must strictly adhere to the following required response times at a monthly compliance rate of ninety percent (90%) in each Code 2 and Code 3 category, which shall be reported separately:

1. **Code 2** Response time must not exceed fifteen (15) minutes, zero (0) seconds.
2. **Code 3** Response time must not exceed eight (8) minutes, fifty-nine (59) seconds.

Contractor will be responsible to meet the above response times for all responses including simultaneous requests for emergency ambulances services in the Hermosa EOA.

In the event a call for service is canceled prior to arrival, response times shall be factored into the overall response time reporting. A call will be considered meeting the required response time when the elapsed time between the call for service and the cancellation does not exceed the applicable response time requirement. A call will be considered late when the elapsed time between the call for service and the cancellation is in excess of the applicable response time requirement.

Contractor must provide quarterly response time reports to the City. If the Quarterly Response Time Reports are not submitted to the City as prescribed herein two (2) or more times in a calendar year, such omissions may constitute breach of contract.

- III. Contractor must demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by City or LACoFD, and to continuously upgrade the performance and reliability of the EMS system within the EOA. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective action plans.
- IV. The CONTRACTOR must certify that it is not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by its performance of the services described herein.
- V. To the extent that the parties have a "business associate" relationship, the parties shall carry out their obligations under the Agreement in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations") pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this contract. In conformity therewith, both parties must agree that they will:

1. Not use or further disclose PHI except: (i) as permitted under the contract (that is, for the purpose of maintaining accurate records of the services provided pursuant to the contract and for the billing of such services to patients, guarantors, insurers, carriers or other responsible parties; the issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA "Business Associates" of each other; or (iii) as required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the contract;
3. Report to each other any use or disclosure of PHI not provided for by the contract of which a party becomes aware;
4. Ensure that any agents or subcontractors to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;
5. Make PHI available to the individual who has a right of access as required under HIPAA;
6. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
7. Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
8. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and the Privacy Regulations; and
9. At the termination of the contract, return or destroy all PHI received from, or created or received by one party on behalf of the other party. In the event the return and/or destruction of such PHI is infeasible, both parties' obligations under this Section shall continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of the contract for any reason.

Contractor is required to submit a copy of its HIPAA Compliance Plan, which shall include Business Associate Agreements, evidence that employees have signed a confidentiality statement and have undergone privacy training.

- VI. Contractor must establish a Continuous Quality Improvement ("CQI") program directed at, but not limited to, effective administration and management of clinical performance, response time performance, driver performance, dispatch performance, and for all other BLS service levels. The contractor must submit to the City and LACoFD EMS Section monthly summary reports showing the results of all CQI program performance elements, in a form approved by the LACoFD EMS Section.

- VII. Contractor must employ only competent and trained personnel, and shall provide a sufficient number of employees to perform the services provided under the Contract Documents. The selected contractor must comply with the following personnel requirements:
1. All Contractor employees and ambulance personnel shall be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities.
  2. All Contractor ambulance personnel must possess valid and current California Emergency Medical Technician (EMT-I) certificates and valid California Driver's Licenses in the proper class, including any required certifications, and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code, and all other laws and county regulations applicable to emergency ambulance response personnel.
  3. Contractor must have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including random alcohol and drug testing. Any contractor employee found working under the influence of alcohol or drugs must be immediately removed from performing any further duties under the Contract Documents.

Contractor is required to submit information regarding its field training officer ratio to EMTs and other ambulance personnel, as well as its training program of field training officers.

Contractor must have a continuing education program, including, but not limited to, an orientation program, a continuing medical education program, driver training program, HIPPA program that will be provided to all employees with respect to their job classification

- VIII. All equipment and supplies furnished by Contractor to perform BLS services under the Contract Documents must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of emergency ambulance transportation, including but not limited to, those BLS equipment and supply standards and protocols established by the Local EMS Agency (LEMSA) throughout the contract term. Such equipment and supplies must be stocked at all times on each ambulance performing services under the Contract Documents.

In addition to the above equipment and supply standards, Contractor must carry and stock at all times throughout the contract term on each ambulance performing services within the EOA. Contractor shall meet or exceed all passenger restraint requirements as prescribed by law.

The following emergency medical equipment, which shall all be readily available and accessible from the interior portions of the patient transportation compartment:

1. Bag valve mask resuscitator, adult with variable mask sizes;
2. Bag valve mask resuscitator, pediatric with variable mask sizes;
3. Heavy gloves to be used for blood or body fluid protection;
4. Disposable examination gloves, medium, large and x-large, two (2) boxes;
5. Suction unit that complies with LA County DHS policies and procedures;
6. Non-invasive blood pressure device (various cuff sizes, including thigh cuff);

7. Child safety seats (when approved by federal agencies).
8. Automatic External Defibrillator (AED) is desirable but not required.

Contractor shall provide personal safety equipment for all employees in accordance with applicable federal and state laws or standards. It shall be the sole responsibility and expense of the contractor to maintain or replace, or cause to be maintained or replaced, any personal safety equipment required. Contractor is solely responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.

To ensure that each ambulance responder has emergency scene personal protective equipment they may need to keep them safe in a potentially hazardous environment, the contractor shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (*OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D*) for each ambulance dedicated to 911 emergency transportation, including:

1. Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)
2. Hard hat, Work Helmet Blue
3. Leather gloves

- IX. All vehicles furnished by Contractor in the performance of BLS services under the Contract Documents must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of private, emergency ambulance transportation, including but not limited to, those BLS vehicle standards and protocols established by LA County DHS.

Use of modular (Type III, dual rear wheeled) ambulances is desired. Contractor must agree to expand, at the sole discretion of City: (a) the total number of ambulances available for use within the EOA; and/or, (b) the total number of ambulances regionally available for use within the EOA, if either response time requirements are not consistently being met or if the EOA experiences a significant call volume increase. The contractor shall be responsible for providing all necessary vehicles, personnel, and equipment to provide the required services under the Contract Document.

Contractor agrees that City, and LACoFD may, at any time throughout the procurement process (and the Contract Documents will require that LACoFD EMS Section may, at any time during the contract term), inspect Contractor's ambulances, ambulance maintenance facilities, ambulance maintenance records, ambulance manufacturer suggested maintenance program, and/or ambulance purchase/lease/acquisition documentation.

Contractor shall be responsible for providing all necessary vehicles, personnel, and equipment to provide the required services under the Contract Documents. City expects that all vehicles and equipment used in the performance of the required services under the contract will be maintained in excellent condition. Contractor shall comply with or exceed the maintenance standard as outlined in the Standards for Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance Services. Contractor's failure to service and maintain all ambulances and equipment used in the performance of a contract pursuant to the manufacturer's suggested maintenance program will be deemed breach of contract and cause for immediate contract termination.



Contractor shall use an Automatic Vehicle Locator System that interfaces with LACoFD dispatch center.

- X. Audit and access to records shall be granted to the City at any time during normal business hours, and as often as may reasonable be deemed necessary by the City or LACoFD. The City or LACoFD may observe and inspect contractor's business office, and contractor must make promptly available to the City for its examination all of contractor's records that pertain to the performance of the Contract. The City may audit, examine, and copy any and/or all contractor records pertaining to their performance of the contract, including but not limited to, personnel records, daily logs, conditions of employment, and all other data. The City's right to inspect contractor's business office and any and all records pertaining to their performance of the Contract will be restricted to normal business hours and reasonable notice shall be given to Contractor in advance of such inspection.
- XI. City will be solely responsible for the billing and collection of amounts owed by customers/patients provided emergency transportation services in the City, whether for services provided by the contractor, or a mutual aid contractor. As part of its billing process, the City, in its sole discretion, will also bill for services provided by the City or LACoFD personnel. Contractor will actively cooperate with the City to provide whatever information or assistance the City may reasonably require to transmit the patient billing information to the City's billing contractor so that it can process customer/patient billings in a timely manner. This may include, but is not limited to, Contractor providing the City with a detailed list of all the emergency transportation services provided by the Contractor, or mutual aid contractor, during the preceding month. The specific information to be provided by Contractor in the monthly reports will be determined by the City, and may be modified by the City from time to time to meet its reasonable needs.

The entire proceeds of all such billings or collection efforts will be the sole property of the City. Contractor will not have any right to the proceeds of any billings or collections for services provided or for any other services provided under the Contract.