

RECEIVED
CITY OF GARDEN GROVE
CITY CLERKS OFFICE



COUNTY OF ORANGE

HEALTH CARE AGENCY

TOM URAM
DIRECTOR

MAILING ADDRESS:
P.O. BOX 355
SANTA ANA, CA 92702

PUBLIC HEALTH AND MEDICAL SERVICES EMERGENCY MEDICAL SERVICES

625 N. ROSS STREET
BUILDING 12
SANTA ANA, CALIFORNIA 92701
(714) 834-6447

035.08

#261

October 10, 1986 ✓

Carolyn Morris
Clerk of the Council
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92642

Dear Ms. Morris

Enclosed is the City's certified copy of the Agreement to Provide Licensing and Regulation of Ambulance Service fully executed by the Clerk of the Board of Supervisors.

Should you have any questions or need additional information, please call me (834-6447).

Sincerely,

Marilee Miller
Medical Transportation Coordinator

MM:ba

Enclosure

cc Controller
Case Dept

TU
PW
HR
AA(U)

MINUTES OF THE BOARD OF SUPERVISORS
OF ORANGE COUNTY, CALIFORNIA

DECEMBER 17, 1985

MASTER FIRST AMENDMENT TO AGREEMENT TO PROVIDE LICENSING AND REGULATION OF AMBULANCE AND CONVALESCENT TRANSPORTATION SERVICE (CONTRACT CITIES) (File No. A1.12, X H31.1):
On motion by Supervisor Wieder, seconded by Supervisor Stanton, the Clerk of the Board, on behalf of the Board of Supervisors, was authorized to execute Master First Amendment to Agreement to provide Ambulance Licensing and Regulation of Ambulance and Convalescent Transportation Service subsequent to each city's adoption of the "model" Ordinance and Amendment to the Agreement. MOTION UNANIMOUSLY CARRIED.

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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE CITY OF GARDEN GROVE
FOR PROVISION OF THE
LICENSING AND REGULATION OF
AMBULANCE SERVICES

THIS AGREEMENT, entered into this 24TH day of September, 1986
which date is enumerated for purposes of reference only, is by and
between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and
the CITY OF GARDEN GROVE, hereinafter referred to as "CITY."
This Agreement shall be administered by the Health Care Agency of the
County of Orange, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, CITY desires to contract with COUNTY to provide for the
licensing and regulation of ambulance services within CITY's boundaries;
and

WHEREAS, COUNTY is agreeable to rendering such services on terms
and conditions set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES:

A. COUNTY shall perform the licensing and regulation of
ambulance services within the corporate limits of CITY, in accordance
with the laws of the State of California, and shall give the prescribed
notices required.

B. The scope of said services shall be limited to the enforce-
ment of State statutes and such municipal ordinances and regulations
relating to the licensing and regulation of ambulance services as are

1 the same as those adopted by County's Board of Supervisors.

2 C. Services shall not include the enforcement of additional
3 municipal ordinances and regulations relating to ambulance service as CITY
4 may adopt.

5 D. The level of service to be provided by COUNTY shall be that same
6 basic level of service as that provided to unincorporated areas of COUNTY by
7 the Health Care Agency during the term of this Agreement.

8 E. The licensing and regulation of ambulance services and other
9 matters incidental to the performance of such services by COUNTY and the
10 control of personnel so employed by COUNTY shall remain with COUNTY.

11 F. For the purpose of performing said functions, COUNTY shall
12 furnish and supply all necessary labor, supervision, equipment, and supplies
13 necessary to maintain the level of service to be rendered hereunder; except
14 that in all instances wherein special supplies, stationery, notices, and
15 forms must be issued in the name of CITY, the same shall be supplied to
16 COUNTY and paid for by CITY.

17 G. COUNTY shall keep books and records in such form and manner as
18 the Auditor-Controller of COUNTY shall specify. Said books and records
19 shall be open for examination by CITY at all reasonable times.

20 H. In event of dispute between the the parties as to the extent of
21 the duties and functions to be rendered hereunder, or the level and manner
22 of performance of such service, the determination thereof made by
23 ADMINISTRATOR shall be final and conclusive as between the parties hereto.

24 2. AUTHORITY TO PERFORM SERVICES

25 A. CITY shall enact and maintain in full force and effect all
26 provisions of Article 1, Division 9, Title 4, of the Codified Ordinances of
27 the County of Orange, including the same fee schedule, and any other County
28 regulations relating to the licensing and regulation of ambulance services

1 which may be adopted by the Orange County Board of Supervisors. CITY shall,
2 upon request of ADMINISTRATOR, enact the same amendments to CITY's municipal
3 code as those adopted by COUNTY's Board of Supervisors within one hundred
4 twenty (120) days of notification in writing by ADMINISTRATOR; provided,
5 however, CITY is not required to adopt any provision or amendment which does
6 not apply to CITY.

7 B. For the purpose of performing services pursuant to this Agreement,
8 and for the purpose of giving official status to the performance thereof where
9 necessary, every COUNTY officer and employee engaged in the performance of any
10 service hereunder shall be deemed to be an agent of CITY while performing
11 services for CITY, which services are within the scope of this Agreement and
12 are purely municipal functions. COUNTY shall have all powers of CITY and
13 shall receive all cooperation possible from CITY to enable efficient
14 enforcement of applicable municipal ordinances and regulations and to
15 effectuate collections called for thereunder.

16 3. COMPENSATION

17 For and in consideration of the licensing and regulation services
18 rendered by COUNTY pursuant to this Agreement, CITY agrees that COUNTY shall
19 retain any and all fees authorized by CITY's municipal ordinance and collected
20 by COUNTY. CITY shall cooperate with COUNTY to effectuate such collections.

21 4. STATUS OF CONTRACTOR

22 COUNTY is, and shall at all times be deemed to be, an independent
23 contractor and shall be wholly responsible for the manner in which it
24 performs the services required of it by the terms of this Agreement. Nothing
25 herein contained shall be construed as creating the relationship of employer
26 and employee between CITY and COUNTY or any of COUNTY's agents or employees.
27 COUNTY, its agents and employees, shall not be entitled to any rights or
28 privileges of CITY employees and shall not be considered in any manner to be

1 CITY employees.

2 5. TERM

3 This Agreement shall commence on _____ 19____ and shall
4 remain effective until terminated as provided herein.

5 6. TERMINATION PROVISIONS

6 A. Either party may terminate this Agreement without cause, upon one
7 hundred twenty (120) days' written notice given the other party.

8 B. COUNTY may terminate this Agreement upon five (5) days' written
9 notice at any time that CITY fails to enact and to maintain in full force and
10 effect all provisions relating to the licensing and regulation of ambulance
11 services as set forth in Paragraph 2.A. of this Agreement.

12 C. Termination of this Agreement shall not affect the validity or
13 term of any license issued by COUNTY.

14 7. NOTICES

15 A. Except for Notices of Termination, all notices, claims
16 correspondence, reports and/or statements authorized or required by this
17 Agreement shall be effective when written and deposited in the United States
18 mail, first class postage prepaid and addressed as follows:

19 COUNTY: HCA/Emergency Medical Services
20 P. O. Box 355
Santa Ana, CA 92702

21 City: City Manager
22 P. O. Box 3070
Garden Grove, CA. 92642

23 B. Termination Notices shall be effective when written and deposited
24 in the United States Mail, certified, return receipt requested, and addressed
25 as above.

26 8. MUTUAL INDEMNIFICATION

27 Each party agrees to indemnify and hold harmless the other party, its
28 officers, agents and employees from all liability, claims, losses and

1 demands, including defense costs, whether resulting from court action or
2 otherwise, arising out of or connected with the acts or omissions of the
3 indemnifying party, its officers, agents or employees, or the condition of
4 property used in the performance of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement in the
2 County of Orange, California.

3
4 COUNTY OF ORANGE

CITY OF GARDEN GROVE
a municipal corporation

5
6 by Ralph B. Clark
7 Chairman, Board of Supervisors

by Jonathan H. Cannon
Mayor

8
9 ATTEST:

ATTEST:

10
11 by Linda D. Roberts
12 Clerk of the Board of Supervisors
of Orange County, California

by Paulyn Morris
Clerk of the Council

DATED: August 4, 1986

13
14 DATED: 9-24-86

15
16 APPROVED AS TO FORM:

APPROVED AS TO FORM:

17 ADRIAN KUYPER, COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

by Vue L. Lantieri
City Attorney

18
19 by [Signature]
Deputy

DATED: 7-23-86

20 DATED: December 5, 1985

#26.1

ORDINANCE NO. 1961

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, AMENDING CHAPTER 5.08 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO AMBULANCES

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

SECTION 1: Chapter 5.08 of the Garden Grove Municipal Code is hereby repealed and a new Chapter 5.08 is added to read as follows:

Chapter 5.08

Ambulances

Section 5.08.010 Intent and Purpose.

It is the intent of this chapter to establish general operating procedures and standards for medical transportation services operating within the incorporated areas of the City in both emergency and other situations, to provide a fair and impartial means of allowing responsible private operators to provide such services in the public interest and to provide a means for the designation of emergency response areas.

Section 5.08.020 Definitions.

For purposes of this chapter, the following terms are defined;

(a) ADVANCED LIFE SUPPORT SERVICE and BASIC LIFE SUPPORT SERVICE mean the same as defined in the California Health and Safety Code.

(b) AMBULANCE means a motor vehicle, helicopter, or similar vehicle, specifically constructed, modified, equipped, or arranged and operated for the purpose of transporting patients requiring immediate or ongoing medical services excluding the transportation of such persons to or from locations not providing services as defined in this Chapter.

(c) AMBULANCE SERVICE means the activity, business or service, for hire, profit, or otherwise, of transporting one or more persons by ambulance; provided, however, ambulance service shall not include the transportation by ambulance by an employer of his or her own employees in an ambulance owned and operated by the employer solely for this purpose..

(d) AMBULANCE SERVICE OPERATOR means any person who operates or owns an ambulance service.

(e) ATTENDANT means a trained, qualified individual who, regardless of whether he or she also serves as driver, is responsible for the care of patients.

- (f) BOARD OF SUPERVISORS means the Orange County Board of Supervisors.
- (g) CITY means the City of Garden Grove, County of Orange, State of California.
- (h) CITY COUNCIL means the Garden Grove City Council.
- (i) CITY FIRE DEPARTMENT means the Garden Grove City Fire Department.
- (j) COUNTY means the County of Orange, State of California.
- (k) DEPARTMENT means the Emergency Medical Services Agency of the County of Orange or the Health Care Agency of the County of Orange, or as otherwise designated by the Board of Supervisors.
- (l) DISPATCHER means an individual employed by an ambulance service operator responsible for sending an ambulance, to provide ambulance service to a patient.
- (m) DRIVER means an attendant who drives or pilots an ambulance.
- (n) EMERGENCY means a sudden, unforeseen event giving rise to a need for ambulance service with basic or advanced life support services.
- (o) EMERGENCY RESPONSE AREA means a geographical location specified by the Fire Chief within which emergency service may be provided under a license.
- (p) EMERGENCY SERVICE means ambulance service performed in response to an emergency.
- (q) FIRE CHIEF means the Director of Fire Services for the City of Garden Grove
- (r) HEALTH OFFICER means the Orange County Health Officer or other official designated by the Board of Supervisors of Orange County to perform the Health Officer's functions under this Chapter.
- (s) LICENSEE means an ambulance service operator which has been granted a license under this Chapter to provide ambulance service.
- (t) MEDICAL SERVICES means services provided by health care professionals licensed pursuant to the California Business and Progressions Code or as specified by regulations adopted pursuant to this Chapter.
- (u) PARAMEDIC means the same as defined in the California Health and Safety Code.

(v) PATIENT means a wounded, injured, sick, invalid, or otherwise incapacitated person.

(w) PERSON means any individual, firm, corporation, partnership, association, or other group or combination acting as a unit.

(u) PHYSICIAN means a medical doctor or osteopath holding the appropriate license or certificate to practice as such with the State of California pursuant to the Business and Profession Code.

(v) PUBLIC SAFETY AGENCY means any public law enforcement agency, or fire protection agency, operating in the County.

Section 5.08.030 License Required.

(a) Applications for licenses are obtained and processed through the office of the County Health Officer and shall be accompanied by fees set by the Board of Supervisors. This license is in addition to and not in lieu of any business operation tax certificate which is required by the City of Garden Grove.

A license may specify the specific geographical area within the City in which it is valid; provided, however, with respect to emergency response areas, reference to the emergency response area by a specific number or similar identification shall be sufficient description of geographic limitation. A license shall be valid for not more than one calendar year or the expiration of the calendar year in which it was issued, whichever is shorter.

(b) The provisions of this chapter shall not apply to:

(1) Ambulance operated at the request of a public safety agency during any "state of war emergency," "state of emergency" or "local emergency," as defined in the Government Code.

(2) Ambulance service transporting a patient from a location outside of Orange County regardless of destination.

(3) Ambulance service transporting a patient by a fixed-wing airplane.

Section 5.08.040 Transfer and Term of License.

No license issued pursuant to this Chapter can be transferred by operation of law or otherwise. The following shall be considered transfers for purposes of this section:

(a) Any change in the business structure of a licensee, including, but not limited to, changes from or to:

- (1) A sole proprietorship;
 - (2) A partnership, including any change in the partners;
and
 - (3) A corporation, including any change in the
shareholders, whether by operation of law or otherwise.
- (b) Bankruptcy, an assignment for the benefit of creditors,
or the appointment of a receiver.
- (c) A sale or transfer of over ten (10) percent of the assets
of a licensee.

A licensee may apply to the Health Officer for an amendment to
the terms of the license, which request shall be processed in
the same manner as an original application. Notwithstanding
anything in this section to the contrary, licenses may be
suspended, revoked, or terminated prior to the expiration
date, pursuant to the provisions of this Chapter.

Section 5.08.050 Applications.

- (a) Each application for a license shall be accompanied by an
application fee, if any, set by the Board of Supervisors, and
be made upon forms prescribed by the Health Officer.
- (b) Each applicant shall submit the following:
- (1) The names and addresses of the applicant(s) and the
owner(s) of the ambulance(s) and the business and any
interest therein;
 - (2) The applicant's training and experience in the
transportation and care of patients;
 - (3) The names under which the applicant has engaged,
does, or proposes to engage in ambulance service;
 - (4) A description of each ambulance including the make,
model, year of manufacture, vehicle identification
number, current state license number, the length of time
the vehicle has been in use, and the color scheme,
insignia, name, monogram and other distinguishing
characteristics of the vehicle, a description of the
company's program for maintenance of the vehicle, and a
description of the vehicle's radio(s);
 - (5) Proof that the applicant has obtained all licenses
and permits required by State or local law or regulation
for the type of ambulance service proposed, excluding
only a license to provide the service for which
application is made;

(6) The names and qualifications of each attendant, driver, or dispatcher employed, or to be employed, in providing ambulance service;

(7) Proof that the applicant possesses and maintains currently valid California Highway Patrol inspection reports for each vehicle listed in the application;

(8) A description of the company's training and orientation programs for attendants, drivers and dispatchers;

(9) Evidence of such financial responsibility and insurance coverage as may be required by the Health Officer pursuant to regulations adopted in accordance with this Chapter;

(10) Identification of the geographical area to be served by the applicant, if required by the department;

(11) As to new applications or transfers as specified in Section 5.08.040 a fingerprint receipt for each principal of the applicant, issued by the Orange County Sheriff-Coroner indicating each principal of the applicant has undergone a complete criminal history check, followed by a report from the Orange County Sheriff-Coroner showing no conviction of crimes which would be violations of the provisions of Section 5.08.070 d, 1, 2, 3, 4, 5, 6, or 7;

(12) A list of all substations or offices where equipment and personnel are, or will be based, including hours of operation; and

(13) A description of whether the service proposed by the applicant will include basic life support services or advanced life support service, and, if so:

(i) The number of basic life support service or advanced life support service units to be deployed on each shift;

(ii) The emergency response area(s) to receive basic life support service or advanced life support service; and

(iii) The provisions, if any, for continuing education of attendants.

(14) Such other information as the Health Officer may require in regulations adopted pursuant to this Chapter.

(c) Renewal applications shall be submitted in the same form and require the same materials, as original applications except the requirement of 5.08.050(b)11.

Section 5.08.060 Investigations.

Upon receipt of a completed application and the required fee, if any, the Health Officer shall make, or cause to be made, such investigation as the Health Officer deems necessary to determine if:

(a) The applicant is a responsible and proper person to conduct, operate or engage in the provision of ambulance services;

(b) The applicant meets the requirements of this Chapter and of other applicable law, ordinances or regulations.

Section 5.08.070 Issuance or Denial of License.

(a) The Health Officer shall issue a license to an applicant if the Health Officer, after completing any investigation required pursuant to this Chapter, determines all requirements of this Chapter have been met and the license fee, if any, set by the Board of Supervisors, has been paid:

(b) In the event of denial, the applicant shall be informed in writing of the reasons therefor.

(c) The licensee shall obtain and keep in force during the term of a license, comprehensive automobile liability insurance and professional liability insurance issued by a company authorized to do business in the State of California, acceptable to the Health Officer, insuring the owner against loss by reason of injury or damage that may result to persons or property from negligent operation or defective construction of such ambulance or from violation of this Chapter or any other law of the State of California, or the United States. Said comprehensive automobile liability policy shall be in the sum of not less than \$500,000 for combined single limit, bodily injury and property damage. Said professional liability insurance shall be in the sum of not less than \$1,000,000 per person and \$1,000,000 annual aggregate. Workers' compensation insurance shall be carried covering all employees of the license holder. Before the Health Officer shall issue a license, copies of the policies, or certificates evidencing such policies, shall be filed with the Health Officer. All policies shall contain a provision requiring a thirty (30) day notice to be given to the Department prior to cancellation, modification, or reduction in limits. The amount of comprehensive automobile liability insurance shall be subject to review and adjustment by the Health Officer pursuant to regulations adopted under this Chapter. In the use of helicopters the equivalent insurance requirements shall apply.

(d) Grounds for denial of a license application shall be:

(1) Failure to meet the requirements of any provisions of this Chapter;

(2) Violation by any principal of an applicant of Penal Code Section 290;

(3) Habitual or excessive use of narcotics or dangerous drugs;

(4) Conviction during the preceding seven (7) years of any crime relating to the use, sale, possession or transportation of narcotics, addictives or dangerous drugs;

(5) Habitual or excessive use of intoxicating beverages;

(6) Conviction during the preceding seven (7) years of any crime punishable as a felony in the State of California;

(7) Conviction of any crime involving moral turpitude, including fraud or intentional dishonesty for personal gain.

(e) In determining the effect of any criminal acts on the issuance or denial of a license, the Health Officer shall consider whether the criminal acts are related to the activities of an ambulance service and shall evaluate the rehabilitation of the persons involved. The Health Officer shall not consider crimes of which the applicant is, or was, accused but not convicted.

Section 5.08.080 License Suspension or Revocation.

(a) The Health Officer may suspend or revoke license for failure by the licensee to comply, and maintain compliance with, or for violation of, any applicable provisions, standards or requirements of State law or regulation, of this Chapter, or of any regulations promulgated hereunder. Suspension of a license is not a condition precedent to revocation of a license.

(b) Before suspension or revocation, the Health Officer shall give written notice to the licensee. Said notice shall:

(1) Specify the reasons for which the action is to be taken;

(2) Set a hearing for not more than fifteen (15) days nor less than seven (7) days after the date of the notice;

(3) Specify the date, time and place of the hearing; and

(4) Be served on the licensee either by delivery to its principal place of business or to its designated agent for service of such notices, if any

(c) If the licensee, subsequent to service of a suspension or revocation notice under this Section, remedies some or all of the conditions to which the notice refers, the Health Officer may rescind a suspension or revocation any time.

(d) At the hearing, the Health Officer has the burden of proof and may present evidence as to why such action should be taken and to answer the evidence presented by the licensee.

(e) The Health Officer may reduce the period of time for hearing under a suspension or revocation notice to no less than twenty-four (24) hours when the Health Officer makes written preliminary findings that such action is necessary to protect the public health, safety and welfare. When, as a result of such an emergency proceeding, a license is suspended or revoked, the licensee may request an additional hearing at which the licensee will have the burden of establishing renewed compliance justifying reinstatement of the license. Such additional hearing will be commenced within five (5) days of the licensee's request. The request for, and the scheduling of, an additional hearing shall not stay operation of the suspension or revocation order.

(f) Hearings conducted pursuant to this section shall be conducted before a hearing officer designated by the Department. At the conclusion of said hearing, the hearing officer shall expeditiously prepare a written summary of the evidence and proposed findings and conclusions for consideration by the Health Care Agency Director.

(g) The Health Care Agency Director shall issue a written decision within thirty (30) days after conclusion of the hearing.

Section 5.08.090 Appeal to Board of Supervisors.

In the event of denial, suspension, or revocation of a license, the applicant or licensee shall have the right to request a hearing before the Board of Supervisors which hearing shall be requested and conducted in the manner specified in the County's Codified Ordinances.

Section 5.08.100 Notification.

The licensee shall notify the Health Officer within twenty-four (24) hours after any change in ownership or management of the licensee, or any interruption of service of more than twenty-four (24) hours duration, or any substantial change in staffing or equipment. For purposes of this section, the term "substantial change" shall be as defined by regulation adopted pursuant to this Chapter.

Section 5.08.110 Personnel Standards.

(a) A licensee shall only employ personnel performing tasks described in this Chapter who comply with the requirements of this section.

(b) Attendants shall be at least eighteen (18) years of age and trained and competent in the proper use of all equipment, and shall hold current "EMT IA" certification in compliance with all State laws, rules and regulations. Additionally, each attendant shall hold a license from the Health Officer indicating compliance with this section. Applications for such licenses shall be in a form required by the Health Officer and shall be accompanied by the fee, if any, established therefor. All applicants for licenses as an attendant shall be subject to the same criminal history review as required for principals of ambulance companies pursuant to this Chapter no less than once every four years. Certificates may be denied, suspended, or revoked in the same form and fashion as that specified for ambulance service licensees in this Chapter. Licenses shall be valid for two years from the date of issuance or certification as an Emergency Medical Technician-1A, whichever is less. Renewal of a license shall be in the same fashion as issuance of a new license.

(c) Each licensee shall have at least one dispatcher. Emergency ambulance service licensees shall have a dispatcher on a twenty-four (24) hour-per-day basis and shall adequately train the dispatcher to radio operation and protocols and to the emergency response area(s) served before said dispatcher begins dispatching emergency calls. For purposes of this Section, "adequate" training of a dispatcher shall be that which meets State standards, if any, or County requirements.

(d) Ambulance drivers shall, in addition to the requirements of this Chapter for attendants, maintain an appropriate license issued by the California Department of Motor Vehicles and, if applicable, the Federal Aviation Administration.

Section 5.08.120 Rates.

No licensees shall charge more than those rates approved by the City Council for ambulance service.

Section 5.08.130 Usage of Ambulance Service Licensees.

(a) The City shall contract with licensees on a competitive basis for provision of ambulance service in response to emergencies in each emergency response area. Said contracts shall provide for one primary contractor per emergency response area, with such other back-up service by other emergency ambulance service providers as deemed necessary by the City. In awarding these contracts, the City shall consider the comparative value of competing proposals in the

same fashion as would be the case were the City evaluating proposals from prospective service providers for other City activities, including consideration of:

- (1) The quality of service to be provided;
- (2) The level of service to be provided;
- (3) The cost, if any, to the City; and
- (4) The rates charged for services to be provided.

(b) The Fire Chief shall administer the contracts for ambulance service awarded by the City Council under this section. The Fire Chief shall also prepare and keep current emergency response area lists specifying contract providers for each area. The Fire Chief shall include on the list for emergency response area the Provider which has entered into an ambulance service agreement with the City as the primary contractor as well as the emergency ambulance service provider(s) who will provide back-up emergency ambulance service for that area.

(c) In the event no proposals acceptable to the City under the provisions of this section are received for one or more emergency response areas, the City shall designate one or more licensees in that emergency response area to provide emergency ambulance services. From the date of such designation until a regular emergency ambulance service agreement is signed for the affected area(s), provision of emergency ambulance service shall be in express condition of the license and unreasonable or unjustified refusal of such calls shall be violation of the Chapter.

(d) No person shall provide ambulance service in response to, or as a result of, an emergency, unless that person is a licensee specified in each instance by a physician or public safety agency. A licensee thus specified by a physician need not be a contractor selected pursuant to this Chapter. Any ambulance service operator receiving a request for emergency ambulance service from other than a public safety agency shall immediately, by telephone, notify a public safety agency designated by regulation of the request.

No licensee responding to an emergency shall transport a patient unless:

- (1) A paramedic is present at the location of the patient; or
- (2) A physician is present at the location of the patient and directs transportation in the absence of a paramedic; or

(3) A safety qualified employee of the City Fire Department, or an appropriate employee of a public safety agency designated by regulation directs transportation in the absence of a paramedic.

Unless otherwise directed by a physician present at the location of the patient, a licensee shall transport a patient pursuant to regulations adopted under Chapter 5.08.140.

Section 5.08.140 Rules and Regulations.

(a) As to all sections of this Chapter except Section 5.08.130, the Health Officer shall make such rules and regulations and as may be necessary to implement this Chapter. Prior to adoption, proposed rules and regulations shall be submitted to the Orange County Emergency Medical Care Committee for comment.

(b) As to Section 5.08.130, the Fire Chief shall make such rules and regulations and as may be necessary to implement this Chapter. Prior to adoption, the Fire Chief's rules and regulations shall be submitted to the Orange County Emergency Medical Care Committee for comment.

(c) The Health Officer or the Fire Chief or their designee(s) may inspect the records, facilities, transportation units. Equipment and method of operations of each licensee whenever necessary and, by the Health Officer, at least annually.

Section 5.08.150 Complaints.

The City, the County, the Department, any user, subscriber, public safety agency or consumer who believes, or has reason to believe, that he or another party has been required to pay an excessive charge for services, received inadequate services or services provided were not in compliance with the provision of this Chapter, may file a written complaint with the Department setting forth such allegations. The Department shall notify the ambulance service operator of such complaint. The ambulance service operator shall file a written response within fifteen (15) calendar days after receipt of notification.

Section 5.08.160 Variance.

As to all but Section 5.08.130, the Health Officer may grant variances from the terms of this Chapter if he finds such action is necessary to protect the public health, safety or welfare. As to Section 5.08.130, the Fire Chief may grant variances from the terms of this Chapter if he finds such action is necessary to protect the public health, safety or welfare. As to the Health Officer, such variances may include the issuance of a temporary license. No variance shall exceed one hundred and eighty (180) days in duration.

Ord. #1961

Section 5.08.170 Violation.

Violation of any provision of this Chapter by an ambulance service operator shall be a misdemeanor.

SECTION 2: This Ordinance shall take effect thirty (30) days after its adoption and shall within fifteen (15) days of adoption be published with the names of the Councilmen voting for and against the same in the Orange County News, a newspaper of general circulation, published and circulated in the City of Garden Grove.

The foregoing ordinance was passed by the City Council of the City of Garden Grove this 11th day of August, 1986.

ATTEST: /s/ JONATHAN H. CANNON
MAYOR

/s/ CAROLYN MORRIS, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OR ORANGE) SS:
CITY OF GARDEN GROVE)

I, CAROLYN MORRIS, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced and presented on August 4, 1986 with vote as follows:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL, CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

and was passed on August 11, 1986 by the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL, CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

/s/ CAROLYN MORRIS, CMC
CITY CLERK

8/11/86

= 26.1

ORDINANCE NO. 1961 was presented for second reading and adoption and the title read in full, entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, AMENDING CHAPTER 5.08 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO AMBULANCES (F: 26.1).

Councilman Krieger moved, seconded by Mayor Cannon, that full reading of Ordinance No. 1961 be waived, and said Ordinance be and hereby is passed. Upon the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL,
CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

said Ordinance No. 1961 was declared passed.

RESOLUTION NO. 6792-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A FEE SCHEDULE RELATING TO AMBULANCE SERVICE IN THE CITY OF GARDEN GROVE.

BE IT RESOLVED AS FOLLOWS: That the City Council of the City of Garden Grove does hereby adopt the following fees relating to ambulance services:

<u>Type of Charge</u>	<u>Basis for Charge</u>	<u>Maximum Rate</u>
(A) Base Rate	Applicable at time of request	\$96.00
(B) Mileage	Per patient mile or fraction thereof	\$ 6.00
(C) Night Call	Applicable at the time of request when between 7:00 p.m. and 7:00 a.m.	\$19.00
(D) Oxygen Administration	Not including expendable supplies	\$19.00
(E) Expendable Medical Supplies	On fair market value, whichever is least	\$20.00
(F) Standby	Per fifteen minutes after the first fifteen minutes and any fraction thereof	\$19.00
(G) Emergency	Applicable when dispatch is immediate to transport or provide other assistance	\$19.00

ADOPTED this 4th day of August, 1986.

/s/ JONATHAN H. CANNON
MAYOR

ATTEST:

/s/ CAROLYN MORRIS, CMC
CITY CLERK

RESOLUTION NO. 6792-86

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, CAROLYN MORRIS, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the Council of the City of Garden Grove, California, at a regular meeting thereof held on the 4th day of August, 1986 by the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL, CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

/s/ CAROLYN MORRIS, CMC
CITY CLERK

8/4/86

2261

CONSIDERATION OF REVISION TO CITY'S AMBULANCE REGULATIONS (F: 26.1)

Staff report dated July 9, 1986 was introduced, reviewing the current regulations regarding licensing and operation of ambulances which were adopted in 1970. Staff advised that although operationally the community is receiving adequate ambulance service, certain sections of the ordinance are outdated and not being adhered to. The ordinance was adopted prior to the introduction of paramedic services in the city. Staff advised that the County of Orange Health Care Agency has a model ordinance establishing the requirements for the operation of ambulances in Orange County. This model ordinance is available for City adoption, as well as being used in the unincorporated areas of the County.

Staff reviewed the R.F.P. process for ambulance usage, indicating that specific zones of service would be established and providers would competitively bid to provide service to each zone. Contracts could then be awarded in each zone for a primary and a secondary emergency provider for a specified period of time. This process would be used as the criteria for establishing an emergency ambulance provider instead of a rotation list.

Staff advised that the Orange County Model Ambulance Ordinance, if adopted, would allow the City to enter into an Agreement with the County Health Care Agency whereby they would inspect ambulances, check attendants, and license a company to operate.

Councilman Littrell moved, seconded by Mayor Cannon, that the Agreement by and between the COUNTY OF ORANGE and the CITY OF GARDEN GROVE relating to licensing and regulation of ambulance services be and hereby is approved, and the Mayor is authorized to execute the Agreement on behalf of the City, and the City Clerk is directed to attest thereto. Said motion carried by the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL,
CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

RESOLUTION NO. 6792-86 (F: 26.1)

Mayor Cannon moved, seconded by Councilman Krieger, that full reading of Resolution No. 6792-86 be waived, and said Resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING A FEE SCHEDULE RELATING TO AMBULANCE SERVICE IN THE CITY OF GARDEN GROVE, be and hereby is adopted. Upon the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL,
CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

said Resolution No. 6792-86 was declared adopted.

ORDINANCE NO. 1961 was introduced for first reading and the title read in full, being AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, AMENDING CHAPTER 5.08 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO AMBULANCES. (F: 26.1)

Councilman Krieger moved, seconded by Mayor Cannon, that full reading of Ordinance No. 1961 be waived, and said Ordinance be and hereby is passed to second reading. Upon the following vote:

AYES: COUNCILMEMBERS: (5) DINSEN, DONOVAN, KRIEGER, LITRELL,
CANNON
NOES: COUNCILMEMBERS: (0) NONE
ABSENT: COUNCILMEMBERS: (0) NONE

said Ordinance No. 1961 was declared passed to second reading.

7/28/86

CONSIDERATION OF REVISION TO THE CITY'S AMBULANCE REGULATIONS (F: 26.1)

It was moved by Councilman Krieger, seconded by Councilman Littrell, and carried by unanimous vote of those present, that this matter be and hereby is continued to August 4, 1986.

City of Garden Grove

INTER- DEPARTMENT MEMORANDUM

To: Delbert L. Powers
From: Lon Cahill
Dept: City Manager
Dept: Fire
Subject: PROPOSED REVISION OF THE GARDEN GROVE AMBULANCE ORDINANCE
Date: July 9, 1986

The current local regulations relating to the licensing and operation of ambulances were adopted in 1970 and are included in Chapter 5.08 of the Garden Grove Municipal Code. It has come to my attention that, although operationally the community is receiving adequate ambulance service, certain sections of the ordinance are outdated and not being adhered to. The ordinance adoption date was prior to the introduction of fire department paramedics and at that time much of the enforcement responsibility fell to the Police Chief. Due to the paramedic program the Fire Chief became the manager responsible for Emergency Medical Service delivery and more involved with emergency ambulance service. The city's present emergency ambulance service is provided by one ambulance company although the current ordinance stipulates that an emergency rotation list be established.

Currently the County of Orange Health Care Agency has a model ordinance establishing the requirements for the operation of ambulances in Orange County. This model ordinance is available for city adoption as well as being used in the unincorporated areas of the county. This model ordinance provides for inspections of ambulances, medical equipment carried in ambulances and background checks of ambulance attendants and drivers. An interested city would enter into an agreement with the county allowing them to provide this service for a fee to be paid by the ambulance company. In the absence of this ordinance the Fire Department would conduct these inspections and background clearances. At present 15 cities in the county have adopted the county ordinance which essentially provides the criteria for licensing an ambulance company to do business in Orange County.

An anti-trust court decision in Boulder, Colorado influenced the county to establish a request for proposal process to determine emergency ambulance providers in areas served by the County Fire Department. This process is relatively new and went into effect in January 1986.

In this process the Fire Department establishes the detailed criteria of the R.F.P. and enforces compliance. A city would design the R.F.P. to meet its individual criteria relative to local requirements. Specific zones of service are established and providers competitively bid to provide service to each zone. The city would then award a contract in each zone for a primary and a secondary emergency provider for a specified period of time. This R.F.P. process would then be the criteria for establishing an emergency ambulance provider instead of a rotation list.

In review, the Orange County Model Ambulance Ordinance, if adopted, allows the city to enter into an agreement with the County Health Care Agency, whereby they would inspect ambulances, check attendants and license a company to operate. In the absence of this, the city must provide this service. This license certifies that a company has met the criteria to operate in Garden Grove as either an emergency provider, with Fire Department Paramedics at the scene of an emergency, or a "taxi" type transporter, an example of which would be transporting a patient from rest home to rest home.

Once a provider has been licensed to operate, they then can apply through the city business licensing process to operate in Garden Grove as a non-emergency provider.

It is my recommendation that the City Council adopt the Orange County Model Ambulance Ordinance, enter into an agreement with the county whereby they can inspect and license ambulance companies for a fee and deal with appeals relating to this licensing process. This ordinance would be adopted into the Garden Grove Municipal Code in place of existing obsolete sections.

As to operating as an emergency provider, it is my recommendation that the R.F.P. process be used. The Fire Department will write specifications relating to the level of service expected and any exceptions to the criteria used by the county in their licensing procedure. Contracts will be awarded through the competitive bidding process with rates set by the Council. The operational detail in the local R.F.P. would be monitored by the Fire Department with appeals to be acted upon by the City Council.


LON CAHILL
FIRE CHIEF

Attachments: Motion w/Agreement
Resolution
Ordinance

RECOMMENDED FOR APPROVAL:



Delbert L. Powers
City Manager

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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
THE CITY OF GARDEN GROVE
FOR PROVISION OF THE
LICENSING AND REGULATION OF
AMBULANCE SERVICES

THIS AGREEMENT, entered into this _____ day of _____,
which date is enumerated for purposes of reference only, is by and
between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and
the CITY OF GARDEN GROVE, hereinafter referred to as "CITY."
This Agreement shall be administered by the Health Care Agency of the
County of Orange, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, CITY desires to contract with COUNTY to provide for the
licensing and regulation of ambulance services within CITY's boundaries;
and

WHEREAS, COUNTY is agreeable to rendering such services on terms
and conditions set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES:

A. COUNTY shall perform the licensing and regulation of
ambulance services within the corporate limits of CITY, in accordance
with the laws of the State of California, and shall give the prescribed
notices required.

B. The scope of said services shall be limited to the enforce-
ment of State statutes and such municipal ordinances and regulations
relating to the licensing and regulation of ambulance services as are

1 the same as those adopted by County's Board of Supervisors.

2 C. Services shall not include the enforcement of additional
3 municipal ordinances and regulations relating to ambulance service as CITY
4 may adopt.

5 D. The level of service to be provided by COUNTY shall be that same
6 basic level of service as that provided to unincorporated areas of COUNTY by
7 the Health Care Agency during the term of this Agreement.

8 E. The licensing and regulation of ambulance services and other
9 matters incidental to the performance of such services by COUNTY and the
10 control of personnel so employed by COUNTY shall remain with COUNTY.

11 F. For the purpose of performing said functions, COUNTY shall
12 furnish and supply all necessary labor, supervision, equipment, and supplies
13 necessary to maintain the level of service to be rendered hereunder; except
14 that in all instances wherein special supplies, stationery, notices, and
15 forms must be issued in the name of CITY, the same shall be supplied to
16 COUNTY and paid for by CITY.

17 G. COUNTY shall keep books and records in such form and manner as
18 the Auditor-Controller of COUNTY shall specify. Said books and records
19 shall be open for examination by CITY at all reasonable times.

20 H. In event of dispute between the the parties as to the extent of
21 the duties and functions to be rendered hereunder, or the level and manner
22 of performance of such service, the determination thereof made by
23 ADMINISTRATOR shall be final and conclusive as between the parties hereto.

24 2. AUTHORITY TO PERFORM SERVICES

25 A. CITY shall enact and maintain in full force and effect all
26 provisions of Article 1, Division 9, Title 4, of the Codified Ordinances of
27 the County of Orange, including the same fee schedule, and any other County
28 regulations relating to the licensing and regulation of ambulance services

1 which may be adopted by the Orange County Board of Supervisors. CITY shall,
2 upon request of ADMINISTRATOR, enact the same amendments to CITY's municipal
3 code as those adopted by COUNTY's Board of Supervisors within one hundred
4 twenty (120) days of notification in writing by ADMINISTRATOR; provided,
5 however, CITY is not required to adopt any provision or amendment which does
6 not apply to CITY.

7 B. For the purpose of performing services pursuant to this Agreement,
8 and for the purpose of giving official status to the performance thereof where
9 necessary, every COUNTY officer and employee engaged in the performance of any
10 service hereunder shall be deemed to be an agent of CITY while performing
11 services for CITY, which services are within the scope of this Agreement and
12 are purely municipal functions. COUNTY shall have all powers of CITY and
13 shall receive all cooperation possible from CITY to enable efficient
14 enforcement of applicable municipal ordinances and regulations and to
15 effectuate collections called for thereunder.

16 3. COMPENSATION

17 For and in consideration of the licensing and regulation services
18 rendered by COUNTY pursuant to this Agreement, CITY agrees that COUNTY shall
19 retain any and all fees authorized by CITY's municipal ordinance and collected
20 by COUNTY. CITY shall cooperate with COUNTY to effectuate such collections.

21 4. STATUS OF CONTRACTOR

22 COUNTY is, and shall at all times be deemed to be, an independent
23 contractor and shall be wholly responsible for the manner in which it
24 performs the services required of it by the terms of this Agreement. Nothing
25 herein contained shall be construed as creating the relationship of employer
26 and employee between CITY and COUNTY or any of COUNTY's agents or employees.
27 COUNTY, its agents and employees, shall not be entitled to any rights or
28 privileges of CITY employees and shall not be considered in any manner to be

1 CITY employees.

2 5. TERM

3 This Agreement shall commence on _____ 19____ and shall
4 remain effective until terminated as provided herein.

5 6. TERMINATION PROVISIONS

6 A. Either party may terminate this Agreement without cause, upon one
7 hundred twenty (120) days' written notice given the other party.

8 B. COUNTY may terminate this Agreement upon five (5) days' written
9 notice at any time that CITY fails to enact and to maintain in full force and
10 effect all provisions relating to the licensing and regulation of ambulance
11 services as set forth in Paragraph 2.A. of this Agreement.

12 C. Termination of this Agreement shall not affect the validity or
13 term of any license issued by COUNTY.

14 7. NOTICES

15 A. Except for Notices of Termination, all notices, claims
16 correspondence, reports and/or statements authorized or required by this
17 Agreement shall be effective when written and deposited in the United States
18 mail, first class postage prepaid and addressed as follows:

19 COUNTY: HCA/Emergency Medical Services
20 P. O. Box 355
Santa Ana, CA 92702

21 City: City Manager
22 P. O. Box 3070
Garden Grove, CA. 92642

23 B. Termination Notices shall be effective when written and deposited
24 in the United States Mail, certified, return receipt requested, and addressed
25 as above.

26 8. MUTUAL INDEMNIFICATION

27 Each party agrees to indemnify and hold harmless the other party, its
28 officers, agents and employees from all liability, claims, losses and

1 demands, including defense costs, whether resulting from court action or
2 otherwise, arising out of or connected with the acts or omissions of the
3 indemnifying party, its officers, agents or employees, or the condition of
4 property used in the performance of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement in the
2 County of Orange, California.

3
4 COUNTY OF ORANGE

CITY OF GARDEN GROVE
a municipal corporation

5
6 by _____
7 Chairman, Board of Supervisors

by Jonathan H. Cannon
Mayor

8
9 ATTEST:

ATTEST:

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11 by _____
12 Linda D. Roberts
13 Clerk of the Board of Supervisors
14 of Orange County, California

by Paulyn Morris
Clerk of the Council

DATED: August 4, 1986

DATED: _____

15
16 APPROVED AS TO FORM:

APPROVED AS TO FORM:

17 ADRIAN KUYPER, COUNTY COUNSEL
18 ORANGE COUNTY, CALIFORNIA

by Eric Sauter
City Attorney

19 by _____
Deputy

DATED: 7-23-86

20 DATED: December 5, 1985