

## **AGREEMENT BIBLIOGRAPHY**

<b>Name of Firm:</b>	Care Ambulance
<b>Service Provided:</b>	Emergency medical transportation services
<b>Date Approved by City Council:</b>	08 25 2009
<b>Start Date:</b>	09 01 2009
<b>End Date:</b>	08 31 2014
<b>Amount of Contract:</b>	n/a (See Attachment A)
<b>Comments:</b>	Amendment No. 1 Fire Department
<b>Insurance Expiration:</b>	07 15 2010
<b>Date Archived:</b>	



## CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

William J. Dalton  
Mayor

Steven R. Jones  
Mayor Pro Tem

Dina Nguyen  
Council Member

Bruce A. Broadwater  
Council Member

Andrew Do  
Council Member

September 3, 2009

Care Ambulance Service, Inc.  
1517 Braden Court  
Orange, CA 92868

Enclosed is a copy of Amendment No. 1 of the Agreement by and between the City of Garden Grove and Care Ambulance Service, Inc. to provide emergency medical transportation services in the City.

The Amendment was approved at the City Council meeting held on August 25, 2009.

Sincerely,

Kathleen Bailor  
City Clerk

By:   
Teresa Pomeroy  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Fire Department

## **CITY OF GARDEN GROVE**

### **AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT (AMBULANCE SERVICES)**

This Amendment No. 1 to the Independent Contractor Agreement (Ambulance Services), dated September 1, 2004 is made and entered into this 25<sup>th</sup> day of August 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **CARE AMBULANCE SERVICE, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into an Independent Contractor Agreement for ambulance services (the "Agreement"), effective September 1, 2004.

WHEREAS, CONTRACTOR and CITY desire to amend the Agreement as provided herein.

Now, therefore, it is mutually agreed, by and between the parties, as follows:

1. Scope of Work (Section 1 of the Agreement), shall be revised as follows:

The Scope of Work shall be revised to add the collection of non-resident fees for CITY pursuant to Attachment A, which is attached hereto and incorporated herein by reference. All other terms, conditions and provisions of Section 1 of the Agreement shall remain in full force and effect.

2. Term and Term Renewal (Section 2 of the Agreement), shall be revised as follows:

The Parties hereto agree to extend the term of the Agreement from **September 1, 2009** through **August 31, 2014**. All other terms, conditions and provisions of Section 2 of the Agreement shall remain in full force and effect.

3. Proof of Insurance Requirements (Section 11.2 of the Agreement and the insurance requirements set forth in the Request for Proposal for Ambulance Transportation and Billing Services 2004 ("Request for Proposal"), Section II.4), shall be revised as follows:

- (a) COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- (b) WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

(c) INSURANCE AMOUNTS. CONTRACTOR shall maintain in effect the following insurance for the duration of this Agreement:

- (1) Commercial general liability in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate.; Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (2) Automobile liability in the amount not less than \$1,000,000 combined single limit; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (3) Excess automobile liability coverage in an amount not less than \$2,000,000. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (4) Professional liability (Ambulance Medical Malpractice) in the amount of \$3,000,000 per occurrence, \$6,000,000 aggregate; Such insurance may be combined with the commercial general liability coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing and completed operations, for the policy under subsection (c)(1), shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under subsection (c)(2) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and

endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under subsection (c)(3) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess automobile liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess automobile liability policy follows form, endorsement forms for the excess automobile liability policy, and the schedule of underlying policies with policy numbers for the underlying policies and the excess automobile liability policy, that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

City of Garden Grove reserves the right at any time to review the coverage, form, and limits of insurance contained in the Agreement, and if adequate protection for Garden Grove is not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

**Claims Made Policy:** For any policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City of Garden Grove.

No insurance required under this Amendment No. 1 shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

All other terms, conditions and provisions of Section II.2 of the Agreement and the Request for Proposal, which is incorporated herein by reference, shall remain in full force and effect and CONTRACTOR shall comply with all such terms, conditions and provisions.

4. Except as expressly amended hereby, all other terms, conditions and provisions of the Agreement shall remain in full force and effect as originally executed.

5. Each person executing this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Amendment No. 1 on behalf of the entity for which he/she is signing and that such party is bound to the rights and by the obligations set forth in this Amendment No. 1 by such signature.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) to be executed by their respective officers duly authorized on the date first written above.

**"CITY"**  
**CITY OF GARDEN GROVE**

Date: 9-1-09

By: *Matthew Fente*  
City Manager

ATTESTED:

*Kathleen Bailer*  
City Clerk  
Date: 9/3/09

Date: AUGUST 19, 2009

**"CONTRACTOR"**  
**CARE AMBULANCE SERVICE, INC.**

By: *Dan Richardson*

Name: DAN C. RICHARDSON

Title: CO-CEO

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

*Thomas F. Nixon*  
Thomas F. Nixon, City Attorney

## **ATTACHMENT A**

### **BILLING**

A. CONTRACTOR agrees to identify, code, bill and collect all fees on behalf of GARDEN GROVE for emergency response services rendered to non-resident of GARDEN GROVE. GARDEN GROVE agrees to provide, in the format of its choice, the necessary information for the CONTRACTOR to determine which patients are subject to billing on behalf of GARDEN GROVE. CONTRACTOR further agrees that all amounts billed and collected on behalf of GARDEN GROVE will be separately identified within the accounting records in sufficient detail to allow for verification by GARDEN GROVE and that such records will be retained for the current year of operation and for the preceding six (6) years of service. CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of GARDEN GROVE during the immediately preceding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by GARDEN GROVE.

B. To the extent permitted by law, GARDEN GROVE shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Prehospital Care Report form completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2009

PRODUCER: (714)905-1923 FAX: (714)905-1910  
Hayward Tilton & Rolapp Insurance Associates,  
CA Dept. of Ins. Lic. #0614365 *Joe*  
888 S. Disneyland Dr., Ste 400  
Anaheim CA 92802-1846

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Care Ambulance Service, Inc. *Gene*  
1517 Braden Court  
Orange CA 92868

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Admiral Insurance Company

24856

INSURER B: Scottsdale Insurance

*A, XV A, XII*

INSURER C: Lloyds of London

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY	CO000000461-05	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 3,000,000
A	X COMMERCIAL GENERAL LIABILITY	Medical Professional			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	X CLAIMS MADE	Occur			MED EXP (Any one person) \$ 5,000
	X Retro Date: 7/15/02	See Below.			PERSONAL & ADV INJURY \$ 3,000,000
		Claims Expense: \$2m			GENERAL AGGREGATE \$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:	(In addition to limits)			PRODUCTS - COMPROP AGG \$ Included
	X POLICY	PRO-JECT			
	LOC	Applies to GL & MPL			
	AUTOMOBILE LIABILITY				
	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	X ALL OWNED AUTOS	CA90089294	7/15/2009	7/15/2010	BODILY INJURY (Per person) \$
	X SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	X HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				
	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
B	EXCESS/UMBRELLA LIABILITY	XLS0060283*			EACH OCCURRENCE \$ 2,000,000
	X OCCUR	CLAIMS MADE			AGGREGATE \$ 2,000,000
		Excess Liability over			*Auto Excess Liab. \$
		Primary Auto Liability			Follows Form over \$
	DEDUCTIBLE	Only. Underlying endt	7/15/2009	7/15/2010	Primary Auto Liab. \$
	RETENTION \$	#XLS-SP-1 attached			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Medical	CO000000461-05	7/15/2009	7/15/2010	Limit-Any One Occ \$3,000,000
	Professional Liab.				Limit-Aggregate \$6,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Proof of Coverage" The City of Garden Grove, its officers, officials, agents, employees & volunteers are Incl. as Add'l Insureds & Primary & Non-contributory wording applies as respects to Gen'l Liab per AI 08 7602 03 attached. Add'l Insured as respects Auto Liab per CA 2048 0299 attached. Waiver of Subrogation as respects Auto Liab per UTS250 (5-96) attached. Add'l Insured as respects Auto Excess Liab per UTS-3g-01 (3-92) attached.

\*CANCELLATION: 10-days Notice for Non-Payment of Premium and/or Non-Reporting of Payroll.

## CERTIFICATE HOLDER

City of Garden Grove  
Attn: Fire Marshall  
PO Box 3070  
Garden Grove, CA 92842

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dona Delight/DLD

*Dona Delight*

ACORD 25 (2009/01)

INS025 (2009/01)

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Reviewed and approved as to insurance language and/or requirements.

8/31/09

*Heidi M. Jay*  
Risk Management



Policy Number: CO000000461-05

AI 08 76 02 03

Effective Date: 07/15/2009

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED  
(BLANKET)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY I. COVERAGE B., C., D. & II. COVERAGE**

It is agreed that the "Persons Insured" provision of the Coverage Part is amended to include any person, organization, trustee, estate or Governmental entity to whom or to which the Named Insured is obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by or on behalf of the Named Insured or to facilities used by the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

It is further agreed that this insurance shall be primary and non-contributory as respects Additional Insureds but only if it is required by written contract or permit prior to loss that this insurance be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

It is further agreed that Admiral waives any right of subrogation against Additional Insureds which might arise by means of any payment under the policy but only if such waiver is required under any written contract or permit prior to loss with the Insured.

AI 08 76 02 03

Reviewed and approved as to insurance language  
and/or requirements.

8/31/09

*Heidi M. Jay*  
Risk Management

Page 1 of 1

POLICY NUMBER: CAS0089294

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

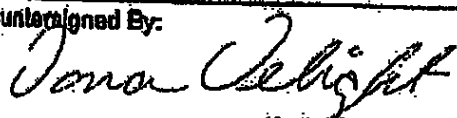
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/15/2009	Countersigned By:  (Authorized Representative)
Named Insured: Care Ambulance Service Inc.	

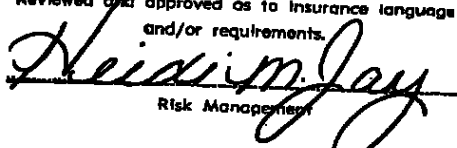
### SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents and volunteers
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Reviewed and approved as to insurance language  
and/or requirements.

8/31/09   
Risk Management



SCOTTSDALE INSURANCE COMPANY

ENDORSEMENT  
NO. 005

Attached to and forming a part of

Policy No. CAS0089294

Named Insured CARE AMBULANCE SERVICE, INC.

Endorsement Effective Date 08-19-09

12:01 A.M., Standard Time

Agent No. 05716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

Name of Person or Organization:

CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS,  
EMPLOYEES, AND VOLUNTEERS  
ATTN: FIRE MARSHALL  
PO BOX 3070  
GARDEN GROVE, CA 92842

The Condition titled "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" does not apply to the person or organization shown in the Schedule.

UTS-250 (5-96)

*Dana Delia*  
AUTHORIZED REPRESENTATIVE  
DATE 8/31/09

Insured Copy

Reviewed and approved as to insurance language  
and/or requirements.

8/31/09 *Heidi M. Jay*  
Risk Management



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT  
NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS0060283	08-19-09	CARE AMBULANCE SERVICE, INC.	05716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are Additional Insureds under Section I Coverages 1d. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08-19-09	Countersigned By: <i>Dana Delight</i> (Authorized Representative)
Named Insured: CARE AMBULANCE SERVICE, INC.	

**SCHEDULE**

Name of Person(s) or Organization(s): CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ATTN: FIRE MARSHALL P.O. BOX 3070 GARDEN GROVE, CA 92842
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an Additional Insured for Excess Liability Coverage, but only to the extent that person or organization qualifies as an Additional Insured under Section I, Coverages 1d of the Excess Liability Form.

UTS-39-01 (3-92)

*Dana Delight*  
AUTHORIZED REPRESENTATIVE

8/26/09  
DATE

Reviewed and approved as to insurance language  
and/or requirements.

8/31/09

*Therian Jay*  
Risk Management



# SCOTTSDALE INSURANCE COMPANY®

## COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0060283

Effective Date: 07-15-09

12:01 A.M. Standard Time

Named Insured: CARE AMBULANCE SERVICE, INC.

Agent No.: 05716

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Insurer's Name NOT APPLICABLE	General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made	Applicable Limits
Policy Number		\$ _____ Each Occurrence
Policy Period to		\$ _____ Personal and Advertising Injury
		\$ _____ General Aggregate (other than products/ completed operations)
* General Aggregate Applies		_____ Products/ Completed Operations Aggregate
Insurer's Name SCOTTSDALE INSURANCE COMPANY	Commercial Auto Liability	Bodily Injury and Property Damage Limit
Policy Number ON FILE WITH COMPANY		\$ 1,000,000 Each Accident
Policy Period 07/15/09 to 07/15/10		
Insurer's Name NOT APPLICABLE	Employer's Liability	Bodily Injury Limit
Policy Number		\$ _____ Each Accident (by accident)
Policy Period to		\$ _____ Policy Limit (by disease)
		\$ _____ Each Employee (by disease)

XLS-6P-1 (11-08)

Insured Copy

Reviewed and approved as to insurance language,  
and/or requirements.

8/31/09

Risk Management

*Shidi M. Jay*

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-28-2009

GROUP: 000238  
 POLICY NUMBER: 0000232-2008  
 CERTIFICATE ID: 130  
 CERTIFICATE EXPIRES: 12-01-2008  
 12-01-2008/12-01-2008  
 THIS CERTIFICATE SUPERSEDES AND CORRECTS  
 CERTIFICATE # 105 DATED 12-01-2008

CITY OF GARDEN GROVE  
 FIRE MARSHALL  
 PO BOX 3070  
 GARDEN GROVE CA 92842-3070

SP

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
 AUTHORIZED REPRESENTATIVE

*James Frank*  
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - DAN RICHARDSON PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - RICK RICHARDSON V.P. SEC TREAS - EXCLUDED.

ENDORSEMENT #2055 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2008-08-28 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF GARDEN GROVE

EMPLOYER

CARE AMBULANCE SERVICE, INC  
 1517 W BRADEN CT  
 ORANGE CA 92668

SP

Reviewed and approved as to insurance coverage  
 and/or requirements.

8/31/09 *Heidi M. Jay*  
 Risk Management

[B16,SC]

AMENDMENT TO EXTEND FOR FIVE YEARS THE AGREEMENT WITH CARE  
AMBULANCE SERVICE, INC., TO PROVIDE EMERGENCY MEDICAL TRANSPORTATION  
SERVICES (F: 55) (XR: 61.1) (XR: 26.1)

Staff report dated August 25, 2009, was introduced.

It was moved by Council Member Do, seconded by Council Member Jones, and carried by unanimous vote that it is hereby found and determined that Care Ambulance Service, Inc. has complied in all aspects with the terms and conditions of the existing agreement; the extension of the Agreement by and between the City of Garden Grove and Care Ambulance Service, Inc. to provide emergency medical transportation services in the city be extended for a period of five years, be and hereby is approved; and the City Manager is authorized to execute Amendment No. 1 to the Agreement.

**CITY OF GARDEN GROVE**  
**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal

From: Dave Bertka

Dept: City Manager

Dept: Fire

Subject: CARE AMBULANCE SERVICE  
CONTRACT EXTENSION

Date: August 25, 2009

**OBJECTIVE**

Request the Garden Grove City Council approve Amendment No. 1 to the agreement with Care Ambulance Service authorizing a five-year extension of the existing agreement.

**BACKGROUND**

In 2004 Care Ambulance Service was selected through a public procurement process to provide emergency medical transportation services in the City. The agreement was for an initial five-year term with provisions for a two-year extension. Care Ambulance Service's request for a five-year extension is timely and within compliance of Orange County Healthcare Agency guidelines.

The agreement became effective on September 1, 2004, and remains in effect through August 31, 2009, unless renewed. Care Ambulance Service is entitled to apply for a contract extension, subject to satisfaction of the following conditions:

1. The City Council finds and determines that Contractor's services rendered have complied in all aspects with the terms and conditions of this Agreement;
2. A timely request for renewal is submitted; and
3. City's Fire Chief and City Manager both recommend renewal.

The fire department has determined that Care Ambulance Service has complied with the terms and conditions of the existing agreement. Further, Care Ambulance Service has been an outstanding partner with the City, has participated in numerous community events, and has collected over 2.5 million dollars for the City in advanced life support (ALS) cost recovery. In return for the extension, Care Ambulance Service has agreed, at no additional cost to the City, to administer the non-resident medical service fee that Staff estimates will generate \$380,000 annually for the City.

As a result of Care Ambulance Service meeting or exceeding all standards under the agreement, including response times, their high level of professionalism, and their community involvement, the Fire Chief and City Manager recommend extending the contract for five years.



FINANCIAL IMPACT

Extension of the contract will ensure continued efficient operation of the ALS cost recovery program and allow efficient collection of non-resident cost recovery fees.

COMMUNITY VISION IMPLEMENTATION

The Fire Department works to provide the community a timely, and effective response to both minor and major public safety concerns.

RECOMMENDATION

It is recommended that the City Council:

- Find and determine that Care Ambulance Service has complied in all aspects with the terms and conditions of the existing agreement.
- Authorize the extension of the agreement with Care Ambulance Service for a period of five years,
- Authorize the City Manager to execute Amendment No. 1 to the Agreement with Care Ambulance Service.



DAVE BERTKA  
Fire Chief

**Recommended for Approval**

  
**Matthew Ferial**  
City Manager

Attachment 1: Care Ambulance Service extension request letter

Attachment 2: Amendment No. 1 to Agreement with Care Ambulance Service



# CARE

AMBULANCE SERVICE, INC.

February 19, 2009

02-23-09P05:17 FILE

Family  
Owned  
and  
Operated  
Since  
1969.

Mr. Dave Bertka - Fire Chief  
City of Garden Grove  
11301 Acacia Parkway  
Garden Grove, CA 92840

Re: Ambulance Contract Extension

Hand Delivered  
Copy by U.S. Mail

Dear Chief Bertka:

Care Ambulance Service has provided contracted emergency (9-1-1) ambulance services to the residents and visitors of Garden Grove under our current contract since September 1, 2004. The Agreement provides for an initial term of five (5) years from contract commencement date.

In accordance with the Agreement between the City of Garden Grove and Care Ambulance Service, Care Ambulance may apply for a contract renewal no later than six (6) months prior to the date of expiration.

We believe that during our original contract period, Care Ambulance has demonstrate that we are a valuable asset to the City of Garden Grove and in the future, we believe that our public-private partnership will evolve to include the management of your non-resident first responder billing program. In these difficult fiscal times, collaboration will be a key ingredient for both of organizations to continue to meet our missions of exceptional patient care.

Care Ambulance has taken great pride in serving the residents and visitors of Garden Grove. We are asking that our Agreement for emergency ambulance service be extended for an additional term of five (5) years.

Care Ambulance looks forward to providing quality emergency ambulance service to the City of Garden Grove. Thank you for your consideration.

Sincerely,

Rick W. Richardson  
Co-CEO

*"Large enough to serve you, small enough to CARE"*

Medical  
Transportation  
Specialist

714-288-3800

888-270-7750

FAX:

714-288-3889

HEADQUARTERS

1517 W. Braden Court

Orange,

California

92868

## **CITY OF GARDEN GROVE**

### **AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT (AMBULANCE SERVICES)**

This Amendment No. 1 to the Independent Contractor Agreement (Ambulance Services), dated September 1, 2004 is made and entered into this \_\_\_ day of \_\_\_\_\_ 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **CARE AMBULANCE SERVICE, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR and CITY entered into an Independent Contractor Agreement for ambulance services (the "Agreement"), effective September 1, 2004.

WHEREAS, CONTRACTOR and CITY desire to amend the Agreement as provided herein.

Now, therefore, it is mutually agreed, by and between the parties, as follows:

1. Scope of Work (Section 1 of the Agreement), shall be revised as follows:

The Scope of Work shall be revised to add the collection of non-resident fees for CITY pursuant to Attachment A, which is attached hereto and incorporated herein by reference. All other terms, conditions and provisions of Section 1 of the Agreement shall remain in full force and effect.

2. Term and Term Renewal (Section 2 of the Agreement), shall be revised as follows:

The Parties hereto agree to extend the term of the Agreement from **September 1, 2009** through **August 31, 2014**. All other terms, conditions and provisions of Section 2 of the Agreement shall remain in full force and effect.

3. Proof of Insurance Requirements (Section 11.2 of the Agreement and the insurance requirements set forth in the Request for Proposal for Ambulance Transportation and Billing Services 2004 ("Request for Proposal"), Section II.4), shall be revised as follows:

- (a) COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- (b) WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

(c) INSURANCE AMOUNTS. CONTRACTOR shall maintain in effect the following insurance for the duration of this Agreement:

- (1) Commercial general liability in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate.; Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (2) Automobile liability in the amount not less than \$1,000,000 combined single limit; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (3) Excess automobile liability coverage in an amount not less than \$2,000,000. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (4) Professional liability (Ambulance Medical Malpractice) in the amount of \$3,000,000 per occurrence, \$6,000,000 aggregate; Such insurance may be combined with the commercial general liability coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing and completed operations, for the policy under subsection (c)(1), shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under subsection (c)(2) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and

endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under subsection (c)(3) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess automobile liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess automobile liability policy follows form, endorsement forms for the excess automobile liability policy, and the schedule of underlying policies with policy numbers for the underlying policies and the excess automobile liability policy, that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

City of Garden Grove reserves the right at any time to review the coverage, form, and limits of insurance contained in the Agreement, and if adequate protection for Garden Grove is not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

Claims Made Policy: For any policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City of Garden Grove.

No insurance required under this Amendment No. 1 shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

All other terms, conditions and provisions of Section II.2 of the Agreement and the Request for Proposal, which is incorporated herein by reference, shall remain in full force and effect and CONTRACTOR shall comply with all such terms, conditions and provisions.

4. Except as expressly amended hereby, all other terms, conditions and provisions of the Agreement shall remain in full force and effect as originally executed.

5. Each person executing this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Amendment No. 1 on behalf of the entity for which he/she is signing and that such party is bound to the rights and by the obligations set forth in this Amendment No. 1 by such signature.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) to be executed by their respective officers duly authorized on the date first written above.

**"CITY"**  
**CITY OF GARDEN GROVE**

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

By: \_\_\_\_\_  
City Manager

ATTESTED:

\_\_\_\_\_  
City Clerk  
Date: \_\_\_\_\_

**"CONTRACTOR"**  
**CARE AMBULANCE SERVICE, INC.**

Date: AUGUST 19, 2009

By: Dan Richardson

Name: DAN C. RICHARDSON

Title: CO-CEO

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Omar Landoval, for  
Thomas F. Nixon, City Attorney

## ATTACHMENT A

### BILLING

A. CONTRACTOR agrees to identify, code, bill and collect all fees on behalf of GARDEN GROVE for emergency response services rendered to non-resident of GARDEN GROVE. GARDEN GROVE agrees to provide, in the format of its choice, the necessary information for the CONTRACTOR to determine which patients are subject to billing on behalf of GARDEN GROVE. CONTRACTOR further agrees that all amounts billed and collected on behalf of GARDEN GROVE will be separately identified within the accounting records in sufficient detail to allow for verification by GARDEN GROVE and that such records will be retained for the current year of operation and for the preceding six (6) years of service. CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of GARDEN GROVE during the immediately preceding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by GARDEN GROVE.

B. To the extent permitted by law, GARDEN GROVE shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Prehospital Care Report form completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.