AGREEMENT BIBLIOGRAPHY

Agreement With:	CARE Ambulance Service, Inc.
Agreement Type:	To provide ambulance service
Date Approved:	04 25 2017
Start Date:	04 25 2017
End Date:	04 24 2022
Contract Amount:	N/A
Comments	File No. 55 Fire Department
Insurance Expiration:	10 01 2017
Date Archived:	**ARCHIVED 06/20/2017**

GARDEN GROVE

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.

Steven R. Jones
Mayor
Phat Bui
Mayor Pro Tem - District 4
Kris Beard
Council Member - District 1
John R. O'Neill
Council Member - District 2
Thu-Ha Nguyen
Council Member - District 3
Stephanie Klopfenstein
Council Member - District 5
Kim Bernice Nguyen
Council Member - District 6

June 13, 2017

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

Attention: Troy M. Hagen, CEO

Enclosed is a fully executed copy of the Agreement by and between the City of Garden Grove and Care Ambulance Service, Inc., to provide ambulance service.

The Agreement was approved by the City Council at their meeting on April 25, 2017.

Sincerely,

Teresa Pomeroy, CMC
City Clerk

By: Liz Vasquez
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Fire Department

AGREEMENT FOR AMBULANCE TRANSPORTATION AND BILLING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

(CARE Ambulance Service, Inc.)

THIS AGREEMENT is made this 25th day of April, 2017, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and CARE AMBULANCE SERVICE, INC., (hereinafter referred to as "CONTRACTOR").

RECITALS

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED April 11, 2017.

2. WHEREAS, CITY issued a Request for Proposals for Ambulance Transportation and Billing Services to obtain an exclusive primary provider of emergency ambulance transport services, including Basic Life Support ("BLS") and Advanced Life Support ("ALS") services.

3. WHEREAS, CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW; THEREFORE, CITY and CONTRACTOR mutually agree as follows:

Section 1. Scope of Work

1.1 CONTRACTOR shall perform BLS and ALS emergency ambulance transportation and other related services as set forth herein below in accordance with and as required by all applicable laws and by the terms and conditions of this agreement. The terms BLS and ALS as utilized throughout this Agreement shall be defined in the California Health and Safety Code and applicable provisions of the California Code of Regulations, as amended.

1.2 The scope of work to be performed by CONTRACTOR shall consist of those specifications and tasks set forth in the CITY's request for proposal, dated January 7, 2017, included in **Exhibit "A"**, attached and incorporated herein by reference.

1.3 CONTRACTOR warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standard of its professionalism.

1.4 CONTRACTOR acknowledges that CITY shall not be responsible for any compensation or reimbursement of expenses to the CONTRACTOR for any services provided under or arising from this Agreement, except as stated in Section 12. The primary financial compensation to CONTRACTOR for the services rendered under this Agreement will be from funds received for fee-

for-service billings and collections, and contractual arrangements with insurance organizations and other payers.

Section 2. Term and Term Renewal

2.1 This Agreement shall become effective on **April 25, 2017** and shall continue in effect until **April 24, 2022** unless renewed in accordance with this Agreement.

2.2 The City Council reserves the right to terminate the Agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving CONTRACTOR ninety days (90) written notice.

2.3 The Fire Chief or his designee and CONTRACTOR shall meet annually to review the performance of CONTRACTOR and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.

2.4 CONTRACTOR may apply no later than six (6) months prior to the date of the expiration of the initial term for a five-year contract renewal, provided all of the following conditions are satisfied:

(a) The City Council finds and determines, by formal vote, that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.

(b) CONTRACTOR's request for renewal is submitted to CITY's Fire Chief no later than six (6) months prior to the expiration of the Agreement. CITY's Fire Chief has the ability to waive the six (6) month renewal time requirement.

(c) CITY's Fire Chief and City Manager both recommend renewal.

Section 3. Independent Contractor

It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

Section 4. Limitation Upon Subcontracting

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of CITY, except for back-up or mutual aid agreements. This Agreement may not be assigned, voluntarily or by operation of the law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of the Agreement by CITY, CONTRACTOR shall be responsible

to CITY for acts and omissions of its subcontractors as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

Section 5. Changes in Scope of Work

In the event of a change in the Scope of Work provided for in the Agreement documents as requested by CITY, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONTRACTOR's fees.

Section 6. Familiarity with Work

By executing this Agreement, CONTRACTOR warrants that: (a) it has investigated the work to be performed and City territory to be served; and (b) it understands the facilities, difficulties and restrictions of the work under this Agreement.

Section 7. Time of Essence

Time is of the essence in the performance of this Agreement.

Section 8. Compliance with Law and Regulations

8.1 CONTRACTOR shall comply with all applicable laws, ordinance, codes and regulations of federal, state and local government. With regard to Section 12, "Advanced Life Support Cost Recovery", CITY and CONTRACTOR shall mutually use their best efforts to comply with state and federal laws and regulations that may relate to this subject matter.

8.2 CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licences; permits; approvals; waivers; and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Orange, and all other governmental agencies. CONTRACTOR shall notify CITY immediately and in writing of its inability to obtain or maintain such permits; licenses; approvals; waivers; and exemptions. The refusal of any such application, irrespective of appeal, shall require written notification of CITY.

8.3 As they affect the provision of the services hereunder, CONTRACTOR shall comply with the County of Orange Coded Ordinance 3517. CONTRACTOR shall further be subject to and comply with any laws, regulations or ordinances established by the following, as they now exist or may be hereafter amended:

(a) California Highway Patrol

(b) County of Orange including, but not limited to, the following agencies:

(1) Health Care Agency / Emergency Medical Services

(2) General Services Agency / Communications Division

(c) State of California Emergency Medical Services Authority

(d) City of Garden Grove

Section 9. Conflicts of Interest

CONTRACTOR covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having interest shall be employed by or associated with CONTRACTOR.

Section 10. Indemnity

10.1 CONTRACTOR agrees to protect, defend and hold harmless CITY, its elected and appointed officials and employees from any and all claims, abilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person or damage to property or interference with use of property and for errors and omissions committed by CONTRACTOR arising out of or in connection with the work, operation or activities of CONTRACTOR in carrying out its obligations under this Agreement.

10.2 With regard to the provision related to ALS cost recovery under Section 12, CITY agrees to protect, defend and hold harmless CONTRACTOR from any claims or damage arising out of CONTRACTOR's obligation under Section 12 of the Agreement in collecting ALS service fees except for claims or damages arising out of CONTRACTOR's errors or omissions.

Section 11. Insurance Requirements

11.1 Insurance required herein shall be provided by a licensed Insurer in good standing with the State of California. All Insurance requirements shall meet specifications detailed in the Request for Proposal and or clarifying memorandums 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 and all subcontractors shall maintain

Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

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

(1) Commercial general liability in an amount not less than $5,000,000 per occurrence. 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. The general aggregate shall apply separately to this agreement; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(2) Automobile liability in an amount not less than $5,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(3) Professional liability (Ambulance medical malpractice) in an amount not less than $5,000,000 per occurrence. 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the 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.

(4) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. (Claims made and modified occurrence policies are not acceptable.) Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(d) An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 11.1(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.

(e) An Additional Insured Endorsement for the policy under section 11.1(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.

(f) In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate stating the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

11.2 A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

11.3 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.

11.4 If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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

11.6 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 are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

11.7. Notice of Cancellation / Termination of Insurance. The above policy shall not terminate, nor shall they be cancelled, nor coverage reduced, until after thirty

(30) days' notice is given to CITY, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay premium.

11.8. Proof of Insurance Requirements. CONTRACTOR shall submit the endorsement and insurance certificate, including the deductible or self-retention amount, to CITY for certification that the insurance requirements of this Agreement have been satisfied prior to beginning any work under this Agreement.

11.6 Beginning of Service. CONTRACTOR shall not commence service under this Agreement unless all insurance provisions have been satisfied.

Section 12. Advanced Life Support Cost Recovery

12.1 CONTRACTOR and CITY acknowledge that CITY presently provides paramedic ALS and paramedic assessment services (not always requiring ambulance transport). CITY does not receive 100% reimbursement of cost for such services. Accordingly, CONTRACTOR and CITY agree that they shall enter into this Agreement providing CONTRACTOR's retention of CITY ALS and paramedic assessment services, and reimbursement by CONTRACTOR to CITY to cover CITY for its out-of-pocket expenses for such services.

12.2 CONTRACTOR agrees to identify, code, bill and collect fees on behalf of CITY for emergency ALS and paramedic services rendered by CITY. CONTRACTOR agrees that all amounts billed and collected on behalf of CITY will be separately identified within the accounting records in sufficient detail to allow for verification by CITY pursuant to Section 13. Audits and that such records will be retained for the current year of operation and the preceding six (6) years of services, CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of CITY 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 CITY.

12.3 The ALS services covered by this Agreement include situations where patient is transported in a BLS ambulance of CONTRACTOR and the ambulance crew is supplemented by a CITY paramedic. CONTRACTOR shall bill patients or their insurance company for ALS service.

12.4 Upon receipt of payment by the patient or third party payors for ALS services, CONTRACTOR shall pay CITY the difference between what would have been paid for ALS transport versus what would have been paid for BLS transport. In those instances where partial payment is received, CONTRACTOR shall retain all dollars until the amount collected exceeds the BLS charges.

12.5 CITY is only entitled to be reimbursed for use of its ALS services when a paramedic is actually provided and a paramedic is medically necessary due to the condition of the patient.

12.6 Upon receipt of payment by the patient or third party payors for paramedic assessment services (Non-Resident Fees), CONTRACTOR shall reimburse the CITY the total amount received, less any approved CONTRACTOR billing fees.

12.7 If, after payment is made by CONTRACTOR to CITY, an overpayment is assessed against CONTRACTOR by any third party payor claiming ALS (i.e., the paramedic) was not medically necessary, CITY shall refund to CONTRACTOR the amount of such overpayment and any accessed interest or penalties, whether calculated individually or through statistical sampling.

12.8 CITY shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Pre-Hospital Care Report completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.

Section 13. Audits

At any time during normal business hours, with reasonable notification, and as often as may reasonably be deemed necessary by CITY, CITY's representatives may observe CONTRACTOR's operations and CONTRACTOR shall make available to CITY for its examination, its records with respect to all matters covered by this Agreement, including patient medical records, and CITY may audit, examine, copy and make excerpts or transcripts from such records, including financial records, related to matters covered by this Agreement.

Section 14. Payment of Pre-Hospital Supplies

CONTRACTOR shall reimburse CITY on a quarterly basis and remit to CITY no later than thirty (30) days following the end of the quarter a minimum of twenty-six dollars ($26.00) per transport, or such amount as may be adjusted by County of Orange, to cover the cost of expendable medical supplies, including but not limited to patient pre-hospital care supplies.

Section 15. Controlling Provisions

In the event of a conflict between the provision between this Agreement and the CITY's Request for Proposal, the terms of the Request for Proposal shall control.

SECTION 16. Disputes between CONTRACTOR and CITY

Either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the parties hereto, at which such parties shall attempt to resolve such dispute. CITY's Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties within thirty (30) days, the dispute may be referred by either party to the City Manager. The decision of the City Manager shall be final.

Section 17. Assignment and Delegation

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of CITY, of which consent may be withheld with impunity by CITY. Any attempt, assignment or delegation in derogation of this paragraph shall be void. For purposes of this Section, a transfer or sale by any shareholder of greater than ten percent (10%) of the stock currently issued by CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

Section 18. Termination

This Agreement may be terminated for cause based upon a material breach of contract. The party proposing termination based upon breach shall serve a written notice allowing the breaching party at least 10 days to cure the breach. If the breach is not cured on the part of the CONTRACTOR, the City manager of the CITY, or his designee, may terminate the Agreement, unless the breaching party is diligently pursuing the cure and the cure cannot be rectified within ten (10) day period set forth above. The City Manager's decision shall be final.

Section 19. Notices

All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery or service of process:

To CITY	(Address of CITY) City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840	(with a copy to): Garden Grove Fire Department 11301 Acacia Parkway Garden Grove, CA 92842
To CONTRACTOR:	CARE Ambulance Service, Inc. Attention: Troy M. Hagen,CEO 1517 W. Braden Court Orange, CA 92868	

Section 20. Attorneys' Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 21. Judicial Resolution of Breach of Contract

In the event of termination of this Agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation

in the County of Orange. The laws of the State of California shall govern any such dispute.

Section 22. Ownership of Records and Confidential Information

In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 USC § 1320d ("Protected Health Information"), during the course of performing services under this Agreement, each party may from time to time receive confidential information about the other, including but not limited to, information about the party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to CONTRACTOR's performance of services hereunder are and shall be the property of CONTRACTOR. If a party is served with a public records request, subpoena, or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after receipt) notify the supplying party and shall, at no cost to CITY, cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

Section 23. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous negotiations between them pertaining to the subject matter thereof.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: 6/12/17

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

_____
City Clerk

Date: June 12, 2017

"CONTRACTOR"
CARE Ambulance Service, Inc.

By: _____

Name: TROY M. HAGED

Title: CEO

Date: JUNE 6, 2017

Tax ID No. 33-0285453

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:

_____
Garden Grove City Attorney

6-12-17
Date

EXHIBIT "A"
(Sections III-V of RFP No. S-1206)

SECTION III. MINIMUM ACCEPTABLE OPERATIONAL STANDARDS AND PROCEDURES

EXPERIENCE

1. Minimum of five (5) years of experience as a contracted primary provider 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to the City of Garden Grove, approximately 34 calls for service daily.

2. The five (5) years of experience does not include contracts that only provide EMT labor to a city, county, or fire district. Contracted primary provider must actually provide the ambulance service and bill for those services, with the city, county, or fire district retaining that ambulance transport revenue.

DISPATCH/RESPONSE

1. It is the responsibility of the Contractor to create and maintain an independent, redundant communication system between the provider dispatch center and Metro Cities Fire Authority (MCFA), Metro Net Communications, which will henceforth be referred to as Metro Net.

2. The company awarded the Agreement will be expected to provide, at their cost, a direct communication link between Metro Net and the provider's dispatch center. This communication link will allow alarm, dispatch and response times to be based on the same set of times. This requirement shall be subject to approval by the Garden Grove Operations Chief, the Metro Cities Fire Authority Communications Manager and the MCFA Board of Directors if necessary.

3. The Fire Department and the successful Proposer will meet and agree upon the definition of "response time." This must be accomplished before the start date in order to create consistency in reporting methods.

4. Upon receipt of a dispatch alert from Metro Net, the appropriate ambulance will respond Code 2 (expeditiously, but without lights and siren) unless otherwise advised by Metro Net or fire personnel on scene. All dedicated ambulances shall be dispatched by Metro Net.

5. Upon receipt of a dispatch request, the provider ambulance will announce the ambulance designator and response address via radio to Metro Net.

6. The following emergency ground ambulance response times shall be adhered to at a monthly compliance rate of at least 90%:

a. Code 3-response time (red lights and siren) shall not exceed 9 minutes and 59 seconds.

b. Code 2-response time (expeditious response without red light and siren) shall not exceed 14 minutes and 59 seconds.

c. For all responses, the provider shall have the responding unit enroute within 2 minutes and shall confirm with Metro Net when the unit has been dispatched.

d. If the provider dispatch knows that the responding unit is delayed in their response for any reason, Metro Net will be notified of the same immediately, and a notation will be made by the ambulance dispatcher on the run report form and/or log. In such a case, Metro Net will follow its standard operating procedures and dispatch another ambulance from a secondary ambulance provider.

e. It shall be the responsibility of the ambulance provider to maintain awareness of street and freeway closures and/or repair to avoid unnecessary delays in response.

7. Exemptions to response time requirements may be made by the Fire Department Division Chief for Operations and include the following:

   a. Weather conditions that are so severe as to impair the Contractor's response time performance. It shall be the Contractor's responsibility to advise Metro Net dispatch center and the Fire Department of such conditions in order to minimize the impacts of such conditions.

   b. In times of natural disasters, which have been declared by the appropriate governmental agency, response time requirements are waived until such time as the disaster is mitigated and normal operations are restored.

8. Response Areas: For response reporting purposes, the geographic boundaries of the City will be one (1) response area.

9. The provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis. The supervisor shall be available through the provider's dispatch.

10. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:

    a. It is highly desirable to be located in Orange County.

    b. Capable of primary and secondary communication systems.

    c. Capable of data (electronic handshake) and voice communication with Metro Net (Any proposals for change within the Metro Cities Fire Authority must

be approved by the Garden Grove Operations Chief and the Metro Cities Fire Authority Communications Manager).

11. All ambulance responses shall be in accordance with the California Vehicle Code.

12. All requests for emergency ambulance services received by the provider from other than a public safety agency within the City shall be reported to Metro Net immediately.

REPORTING

1. The provider shall provide monthly reports containing the following response data.

    a. Time of dispatch alert for Metro Net.

    b. Dispatch time.

    c. Arrival time.

    d. Total response time (call alert to on scene time).

    e. Average response time for each calendar month.

    f. Number of responses in excess of the above mentioned standards.

    g. The average number of minutes in excess of the standard.

2. Continuous Quality Improvement (CQI) Reporting: The Fire Department and the successful Proposer shall meet and develop a CQI reporting process that will allow both parties to track the provider's individual and system performance and develop service enhancements.

ON SCENE PROCEDURES

1. Ambulance personnel shall perform as a part of the patient care team. They shall be expected to be able to perform all treatment modalities within their scope of practice as defined by OCEMSA policies and procedures.

2. All ambulance personnel assigned to work within the City shall be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.

3. As with all responders to the emergency scene, ambulance personnel shall work under the direction of the Incident Commander and/or the EMT-Paramedic in charge of the patient(s) and/or scene. They shall respond to the directions of such persons in a positive and affirmative manner.

4. Ambulance personnel will inform the EMT-Paramedic and/or Incident Commander of any unseen danger or safety concern that might lead to additional injury to victim or responder.

5. Ambulance personnel shall place their apparatus and equipment in a safe location and shall be mindful of the need for safe operations on the scene of an emergency.

6. Ambulance personnel shall not participate in any firefighting or rescue operation.

7. Ambulance personnel shall request a secondary response unit and/or the field supervisor immediately upon finding that their unit has suffered a mechanical failure or at the request of the incident commander. They shall likewise immediately inform the incident commander of mechanical failure.

8. During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under the contract shall be interrupted from the moment the disaster situation is made known to the contractor by the Fire Department. Immediately upon such a notification, the contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

    a. During such periods, the contractor shall be released from response time performance requirements until notified by the Fire Department that disaster assistance may be terminated.

    b. When the disaster has terminated, the contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

    c. The provider shall provide assistance at the command post or emergency operations center and shall use best efforts to provide local emergency coverage and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

    d. During the course of the disaster, the Fire Department shall work with the contractor to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.

9. Ambulances shall return Garden Grove Fire Department crew members and equipment to their apparatus in the field or stations upon completion of patient delivery to a designated facility.

PERSONNEL

1. The provider shall insure compliance by all employees to all applicable provisions of:

   a. The California Health and Safety Code.

   b. The California Vehicle Code.

   c. County of Orange Ordinance No. 3517.

   d. The County of Orange Emergency Medical Service policies and procedures.

   e. Chapter 5.10 (Ambulances) of Title 5 of the Garden Grove Municipal Code.

   f. All other applicable federal, state, and local laws, regulations, and statutes.

2. All response personnel shall have in their possession, at all times when on duty, applicable licenses, certifications or permits required for their specific job function as outlined in the requirements of the agencies and codes listed above.

3. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.

4. The Fire Chief or his designee may, at any time, request to inspect the licenses, certifications, or permits of the response personnel for verifying validity and compliance with applicable provisions of the agencies and codes as outlined above.

5. Provider shall allow Garden Grove Fire Department members to be on the selection panel for ambulance crew members working within the City.

6. Provider shall be responsible to ensure that all personnel working in the City conform to company and City uniform and grooming standards, and present him or herself in a positive and professional manner.

7. Provider shall be responsible to ensure that none of their personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance.

8. Provider shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.

9. The Fire Chief may request of the provider to participate in joint training exercises to improve the capability and coordination of both agencies' response to a given emergency or disaster. Such training will be scheduled and coordinated by the

Training Officers of the Fire Department and the provider agency and shall not exceed 20 hours per year.

10. Provider shall be responsible to ensure that all personnel working in the City be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.

11. Provider shall make available to the Fire Chief or his designee, upon request, the training records of all personnel responding to emergencies within the City.

12. While the Proposer is an independent contractor, this RFP requires the contractor to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of the contractor is patient care and transportation. The contractor will utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent, which might impair judgment or motor skills.

13. The Fire Chief may request, and the provider will comply, that certain personnel not be assigned with units responding into the City. The provider will take all appropriate actions to deal with personnel based on documented complaints received from the Fire Department.

14. Provider shall ensure that all personnel working in the City have personal protective equipment (PPE) as deemed appropriate by the Fire Chief.

15. Provider shall ensure that personnel and the four (4) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by City's Fire Chief. During the term of the Agreement, City and Provider may meet and confer on the housing of ambulances and their crews on City property subject to rent or license fees payable to the City.

SECTION IV. SUPPLIES, EQUIPMENT, AND VEHICLES

SUPPLIES AND EQUIPMENT

Supplies carried onboard ambulances:

1. All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by OCEMSA Policies and Procedures, California Vehicle Code, and the California Health and Safety Code (Title 13 and Title 22) and all other applicable laws, regulations and/or procedures, throughout the term of the agreement.

2. In conjunction with and in addition to the above requirements, each emergency ambulance operating within the City shall carry as part of its standard inventory all supplies and equipment named in OCEMSA Policies and Procedures #325.00, Advanced Life Support (ALS) Unit Minimum Inventory. Brand, type and specifications of supplies and equipment to be specified by the Garden Grove Fire Department to ensure compatibility. Optional supplies and equipment named in the policy may be required.

   Exception: The Fire Department will provide and maintain all controlled narcotics.

3. All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.

4. Supplies to be stocked or warehoused: The emergency ambulance transport services provider shall maintain a stock or warehouse of appropriate supplies and equipment within the City for the purpose of re-stocking their units in a timely manner.

5. Proposers shall demonstrate compliance and interoperability with the countywide electronic Prehospital care report (ePCR) program known as the Orange County Medical Emergency Data System (OC-MEDS). Provider shall meet this requirement by utilizing the same ePCR software specified and used by the Garden Grove Fire Department.

VEHICLES – Quality of vehicles and maintenance practices

1. Proposers shall specify in their proposal the ambulance types, make, and mileage for primary responding units and reserve units.

2. The ambulances will be dedicated solely for the City, and display City of Garden Grove branding, and not subject to every day coverage for other agencies or internal private use, <u>excluding</u> incidents as described in Section III, Dispatch/Response, Item 7, and <u>exemptions</u> granted at the sole discretion of the Fire Chief.

3. The amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the Agreement. Four (4) new chasis, type III modular ambulances, to be used exclusively for emergency ambulance transports originating within the City, will be considered a minimum acceptable level for service in the City.

4. The ambulances must be equipped with 800 MHZ radios with encryption capability (on board and/or portable), navigation system, Automatic Vehicle Locator System (AVL) hardware and software (GPS system) that interfaces with Metro Net.

5. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, OCEMSA, and NFPA 1917.

6. Proposers shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in the City, the total number of ambulances that will be on duty during any given time of the day or night, and will commit to maintain that number and type of vehicle throughout the term of the Agreement.

7. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.

8. Commitment to driver training: The Proposer shall describe the driver-training program employed by the Proposer to prepare and maintain safe operations of their ambulances.

9. Maintenance and maintenance records: The Proposer shall, in the proposal, enumerate the status of the maintenance records of the ambulances intended for use in the City, their availability for review, and shall commit to the maintenance of such records throughout the term of the Agreement. Ambulances shall be maintained in accordance to these maintenance schedules and records.

10. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate Agreement cancellation.

11. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by the service provider immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.

12. The Proposer shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

SECTION V. FINANCIAL SYNERGIES

BILLING SYNERGIES

The Proposer is invited to propose methods and mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system (PSAP).

Billing Services: The following is currently in place:

[*REMOVED: ALS Cost Recovery is replaced by, and covered under, Section 12 of the Agreement*]

SECTION VI. ORGANIZATIONAL SYNERGIES

It has always been the goal of the Garden Grove Fire Department to pursue clinical excellence, superb response time performance, cost containment, and a professional and courteous image. It is the desire and intent of the Fire Department that Garden Grove's emergency ground ambulance service provider shall pursue and attain, to the highest degree possible, these same objectives, while making reasonable cost-offsetting revenue on the contract. Towards these ends, it is expected that the relationship between the Fire Department and the provider be one of cooperation.

Much of what both the Fire Department and the ambulance companies do in the course of rendering service to the public is repetitive or duplicative. It is the desire of the Fire Department to reduce these duplications of effort in order to maximize efficiency while helping to control costs to the citizens. All Proposers are encouraged to propose service relationships that will meet the goal of creating synergies in the provision of these services.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Seattle, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

Bill Goodman
425-892-1968
425-412-0456
billgoodman@falk.com

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Coverys Specialty Insurance Company A XIV	15686
INSURER B: Greenwich Insurance Company A, XV	22322
INSURER C: Steadfast Insurance Company A+ XV	26387
INSURER D: XL Specialty Insurance Company A XV	37885
INSURER E: billgoodman@falk.com	
INSURER F:	

INSURED
Care Ambulance Services, Inc.
1517 West Braden Court
Suite 250
Orange, CA 92868

COVERAGES CERTIFICATE NUMBER: W2165466 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Products-Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	5-10013	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	RAD500047601	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	UMB 5414770-03	10/01/2016	10/01/2017	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	RWD3000955-01	10/01/2016	10/01/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Misc Medical Prof.		Y	5-10013	10/01/2016	10/01/2017	See Attached	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 04/17/2017 WITH ID: W2153943.

City of Garden Grove, its officers, officials, employees, agents, and volunteers are Additional Insureds for automobiles owned, leased, hired, or borrowed by Care Ambulance Services, Inc.

City of Garden Grove, its officers, officials, employees, agents, and volunteers are Additional Insureds.

CERTIFICATE HOLDER

City of Garden Grove
Attn: Purchasing agent
11222 Acacia Parkway
Garden Grove, CA 92840

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 14451445 BATCH: Batch #: 305607

*Dropdown endorsement to follow.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-25-17

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Seattle, Inc.	NAMED INSURED Care Ambulance Services, Inc. 1517 West Braden Court Suite 250 Orange, CA 92868
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Waiver of Subrogation applies in favor of the City of Garden Grove, its officers, officials, employees, agents, and volunteers with respects to General Liability, Auto Liability, Umbrella/Excess Liability, Professional Liability and Workers Compensation as permitted by law.

Umbrella/Excess Follows Form.

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SR ID: 14451445 BATCH: Batch #: 305607 CERT: W2165466

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Misc Medical Professional Liability	**Claims Made**
CARRIER: Coverys Specialty Insurance Company	**$1,000,000 Per Claim**
POLICY TERM: 10/01/2016 – 10/01/2017	**$1,000,000 Aggregate**
POLICY NUMBER: 5-10013	**$1,000,000 Abuse & Molestation**

COVERYS SPECIALTY INSURANCE COMPANY

AMENDMENT TO THE DEFINITION OF INSURED

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
5-10013	Falck USA, Inc.; Care Ambulance Services	10/1/2016 – 10/1/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part – Occurrence Coverage Form

SCHEDULE

Name of Person or Organization	Party ID (if applicable)	Retroactive Date (if applicable)	Activities
City of Garden Grove, its officers, officials, agents, employees, and volunteers	n/a	n/a	Ambulance services as described in contract

Subject to all other terms and conditions of the POLICY, it is agreed and understood that:

Section II. Definition of Insured is amended to include as an additional INSURED the Person(s) or Organization(s) shown in the Schedule above, but only with respect to the activities indicated above. However:

1. The insurance afforded to such additional INSURED only applies to the extent permitted by law; and

2. If coverage provided to the additional INSURED is required by a contract or agreement, the insurance afforded to such additional INSURED will not be broader than that which a NAMED INSURED is required by the contract or agreement to provide for such additional INSURED.

B. The following is added to the Section IV. General Conditions, Paragraph O. Other Insurance Condition and supersedes any provision to the contrary:

This insurance POLICY is primary to and will not seek contribution from any other insurance OTHER INSURANCE available to the Person(s) or Organization(s) shown in the Schedule above an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance OTHER INSURANCE; and

2. YOU have agreed in writing in a contract or agreement that this insurance POLICY would be primary and would not seek contribution from any other insurance OTHER INSURNACE.

C. With respect to the insurance afforded to the additional INSUREDS shown in the Schedule above, the following is added to Section III. Our Limit of Liability:

If coverage provided to the additional INSURED is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Liability shown in the DECLARATIONS;

whichever is less.

Reviewed and approved as to insurance language and/or requirements.
Heidi M Jay
Risk Management
4-25-17

COVERYS SPECIALTY
INSURANCE COMPANY

D. This additional insured INSURED shall share in the Limits of Liability of the FIRST NAMED INSURED, and this extension of coverage shall not increase OUR Limit of Liability. This additional insured shall share in the Limits of Liability of the FIRST NAMED INSURED, and this extension of coverage shall not increase OUR Limit of Liability.

We agree to notify the Named Person or Organization in writing at least thirty (30) days in advance of cancellation of this policy.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms and conditions of the POLICY, other than as expressly stated above.

Sam Mezzich Richard Hayes

Sam Mezzich
President

Richard G. Hayes
Treasurer

COVERYS SPECIALTY INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Attached to and forming part of Policy Number:	First Named Insured:	Policy Period:
5-10013	Falck USA, Inc.	10/1/2016 to 10/1/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, agents, employees, and volunteers
All entities or organizations contracted with the Named Insured with respect to Ambulance Services rendered by the insured

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

Subject to all other terms and conditions of the POLICY, the following is added to Section VIII. Conditions:

WE will waive any right of recovery WE may have against the person or organization shown in the Schedule above because of payments WE make for INJURY or DAMAGE arising out of YOUR WORK done under a contract with that person or organization.

With respects to this Endorsement, if coverage is required by a contract or agreement, the most WE will pay on behalf of the additional INSURED is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Liability shown in the DECLARATIONS;

The waiver applies only to the person or organization shown in the Schedule above.

Nothing in this endorsement shall vary, alter, waive or extend any of the terms or conditions of the POLICY, other than as expressly stated above.

Gregg L. Hanson
President & CEO

Richard G. Hayes
Treasurer

Reviewed and approved as to insurance language and/or requirements
Risk Management
4-25-17

1. Nursing, occupational therapy, physical therapy, speech therapy, and rehabilitative therapy;
2. Medical social work;
3. Home health aide services;
4. Homemaker services provided to a patient or client of a NAMED INSURED by a certified Home Health Aide or Personal Care Attendant;
5. Nutrition counseling and dietary services;
6. Hospice care;
7. Intravenous therapy;
8. Maternal and child health care and pediatric care;
9. Mental health services and screening programs; and
10. Adult day care services

whether or not the above services are performed in a residential setting or other location.

M. HOSTILE FIRE means one which becomes uncontrollable or breaks out from where it was intended to be.

N. IMPAIRED PROPERTY means tangible property, other than YOUR PRODUCT or YOUR WORK, that cannot be used or is less useful because:

1. It incorporates YOUR PRODUCT or YOUR WORK that is known or thought to be defective, deficient, inadequate or dangerous; or
2. A NAMED INSURED has failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of YOUR PRODUCT or YOUR WORK or YOUR fulfilling the terms of the contract or agreement.

O. INCIDENT means any negligent act, negligent error or negligent omission including repeated exposure to substantially the same or related negligent acts, negligent errors or negligent omissions.

P. INJURY means only BODILY INJURY, PROPERTY DAMAGE, or PERSONAL AND ADVERTISING INJURY.

Q. LICENSING BOARD PROCEEDING means a civil regulatory proceeding by the state agency with jurisdiction to issue, revoke, suspend or restrict YOUR license to perform PROFESSIONAL SERVICES including any action in a court of law for judicial review of any order or decision or such agency concerning YOUR professional license. LICENSING BOARD PROCEEDING includes any investigation by such an agency of YOUR performance of PROFESSIONAL SERVICES and any complaint filed with or by such an agency concerning YOUR performance of PROFESSIONAL SERVICES.

LICENSING BOARD PROCEEDING does not include any proceeding concerning YOUR license to prescribe controlled substances or YOUR eligibility to participate in any federally or state-funded healthcare, insurance or payment program, including without limitation Medicare or Medicaid.

R. LOADING OR UNLOADING means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or AUTO;
2. While it is in or on an aircraft, watercraft or AUTO; or
3. While it is being moved from an aircraft, watercraft or AUTO to the place where it is finally delivered;

4-25-17

Endorsement # 2

Governing Underlying Insurance Policy

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
UMB 5414770-03	October 1, 2016	October 1, 2017	October 1, 2016	18591000	—	—

Named Insured and Mailing Address:

Falck USA, Inc.
21540 30th Drive SE, Ste. #250
Bothell, WA 98021

Producer:

Willis of Seattle, Inc.
505 Fifth Avenue South, Ste. 200
Seattle, WA 98104

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HEALTH CARE EXCESS LIABILITY POLICY

GOVERNING UNDERLYING INSURANCE POLICY

Item 6. of the Declarations is replaced by the following:

Item 6. The "governing underlying insurance policy" is as follows:

Policy Number: 5-10013
Name of issuing Insurance Company: Coverys Specialty Insurance Company
Type of insurance: Professional Liability Insurance
Policy term: October 1, 2016 to October 1, 2017

Policy Number: RAD5000476
Name of Issuing Insurance Company: Greenwich Insurance Company
Type of insurance: Auto Liability and Physical Damage
Policy term: October 1, 2016 to October 1, 2017

Policy Number: RWD3000955
Name of issuing Insurance Company: XL Insurance America, Inc.
Type of insurance: Employers Liability Insurance Policy
Policy term: October 1, 2016 to October 1, 2017

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

4-25-17

Endorsement # 24

General Purpose Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
UMB 5414770-03	October 1, 2016	October 1, 2017	October 1, 2016	18591000	---	---

Named Insured and Mailing Address:

Falck USA, Inc.
21540 30th Drive SE, Ste. #250
Bothell, WA 98021

Producer:

Willis of Seattle, Inc.
505 Fifth Avenue South, Ste. 200
Seattle, WA 98104

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

HEALTH CARE EXCESS LIABILITY POLICY

Paragraph 3. Persons or Entities Insured of **Section II: General Policy Provisions** is amended to include as an additional insured the person or organization shown in the Schedule of this endorsement, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured but only because of liability caused in whole or in part by your acts or omissions. The insurance provided by this endorsement will not be broader than that provided by the "governing underlying insurance policy".

Subparagraph D., **Cancellation**, of Paragraph **6., Conditions**, is amended to include the following:

If we cancel this insurance by written notice to the first "Named Insured" for any reason other than nonpayment of premium, we will provide 30-day written notice to the additional insured listed in the Schedule below. However, this advance notification of pending cancellation of coverage is intended as a courtesy only and our failure to provide such advance notification will not extend the effective date of cancellation nor negate cancellation of this insurance.

Subparagraph M., **Transfer of Any "Insured's" Rights and Duties**, of Paragraph **6., Conditions**, is amended to include the following:

If the first "Named Insured" is required by written contract or agreement with the person or organization shown in the Schedule below to waive its rights of recovery, we agree to waive our rights of recovery. This waiver of rights only applies to the extent required by written contract, however, the contract must be entered into prior to the "occurrence" or "medical incident" that gives rise to a claim and shall not be construed to be a waiver with respect to any other operations in which the first "Named Insured" has no contractual interest.

SCHEDULE	
Name of Person or Organization (Additional Insured):	City of Garden Grove, its officers, officials, agents, employees, and volunteers

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-25-17

POLICY NUMBER: RAD500047601

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER 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" for Covered Autos Liability Coverage 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.

Named Insured: FALCK USA, INC.

Endorsement Effective Date: October 1, 2016

SCHEDULE

Name Of Person(s) Or Organization(s): City of Garden Grove, its officers, officials, agents, employees **and volunteers**
Where required by written contract executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Reviewed and approved as to insurance language and/or requirements
Risk Management
4-25-17

POLICY NUMBER: RAD500047601

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: FALCK USA, INC.

Endorsement Effective Date: October 1, 2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s): City of Garden Grove, its officers, officials, agents, employees, and volunteers
Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Reviewed and approved as to insurance language and/or requirements.
Risk Management
4-25-17

ENDORSEMENT #003

This endorsement, effective 12:01 a.m., April 11, 2017 forms a part of

Policy No. RAD500047601 issued to FALCK USA, INC.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – PRIMARY AND NON CONTRIBUTORY – DESIGNATED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

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

Schedule

Additional Insured(s)	Work
City of Garden Grove, its officers, officials, employees, agents and volunteers	Providing of emergency ground ambulance service to citizens and visitors of the City of Garden Grove

MANUS

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

Heidi M Jay
Risk Management
4-25-17

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or

2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

Section IV – Business Auto Conditions, B General Conditions, 5. Other Insurance is amended to add the following for the Additional Insured named in this endorsement only. This insurance is primary and will not seek contribution from any other insurance available to the additional insured. This is subject to the additional insured being a named insured under such other insurance and you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss

City of Garden Grove, its officers, officials, agents, employees, and volunteers

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured
Falck USA, Inc.

Insurance Company
XL Specialty Insurance Company

Policy No.
RWD3000955-01

Endorsement No.

Premium Included

Countersigned by_____

WC 00 03 13
(Ed. 4-84)

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

Risk Management

4-25-17

AWARD OF CONTRACT TO CARE AMBULANCE SERVICES INC., TO PROVIDE EMERGENCY GROUND AMBULANCE TRANSPORTATION AND BILLLING SERVICES (CONTINUED FROM THE APRIL 11, 2017 MEETING) (F: 55-Care Ambulance, Inc.)

It was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

A contract be awarded to Care Ambulance Services, Inc., to provide ambulance transportation and billing services to the City of Garden Grove for five years, with the option to extend the contract for another five year period;

The City Manager be authorized to execute the agreement on behalf of the City and to make minor modifications as appropriate; and

The City Manager be authorized to enter into the five year extension period shall the City decide to exercise the extension option.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None

After action on this item as a consent item, the City Clerk notified the Mayor that a gentleman, Mr. Summers, had just handed over a request to speak card. Although the City Council had acted on the item and the public comment period had already closed earlier in the meeting, the Mayor asked Mr. Summers if he still wanted to be heard. Mr. Summers declined.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Award of contract to Care Ambulance Services Inc., to provide emergency ground ambulance transportation and billing services. (Continued from the April 11, 2017, meeting.) *(Action Item)*	Date:	4/25/2017

OBJECTIVE

To request that the City Council award a contract to CARE Ambulance Services Inc., for emergency Advance Life Support (ALS) and Basic Life Support (BLS) ground ambulance transportation of patients to medical facilities when required, and to provide billing services.

BACKGROUND

The City has the exclusive right to grant and regulate emergency ambulance agreements within Garden Grove's jurisdictional boundaries, and has done so for many years. This gives the City the ability to control and maintain high quality emergency ambulance service, which works closely in an operational partnership with the City's Fire Department.

DISCUSSION

On January 6, 2017, Request for Proposals No. S-1206 (RFP) for Ambulance Transportation and Billing Services was published and sent to all the ambulance providers registered with the County of Orange. Two ambulance providers, CARE Ambulance Services, Inc. and AmeriCare Ambulance Service, were responsive to the RFP and submitted proposals by the February 9, 2017 deadline.

A panel consisting of five people, four internal city staff and one external staff member from a neighboring city, rated the proposals on experience, operational systems, patient billing systems, vehicle maintenance and records, personnel training and records, and patient care/transport system design on a maximum of 550 points.

Additionally, the Finance Department reviewed the financial analysis component on a scale of "Not Acceptable to Outstanding." Based on the evaluation results, CARE Ambulance Services, Inc., rated the highest.

The following is a summary of the rating:

Provider	**Rater**	1	2	3	4	5	**Total**
CARE Ambulance Services, Inc. Financial Analysis Ratings: Acceptable		505	535	523	490	510	2563
AmeriCare Service Financial Analysis Ratings: Acceptable		390	395	419	380	410	1994

FINANCIAL IMPACT

There is no negative financial impact to the general fund. The financial synergy component with the ambulance provider to bill for all pre-hospital services rendered on behalf of the City of Garden Grove results in revenue to the City to offset fire department costs. Last Fiscal Year 2015/16, the City received $681,183 in revenue through this system.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to CARE Ambulance Services, Inc. to provide ambulance transportation and billing services to the City of Garden Grove for five years, with the option to extend the contract for another five year period;
- Authorize the City Manager to execute the agreement on behalf of the City and to make minor modifications as appropriate; and
- Authorize the City Manager to enter into the five year extension period shall the City decide to exercise the extension option.

By: Lucia Medina-Whittaker, Fiscal Analyst

ATTACHMENTS:

Description	**Upload Date**	**Type**	**File Name**
Summary of Rater Scores	3/29/2017	Cover Memo	Summary_of_Rater_Scores__RFP_No._S-1206.pdf

RFP S-1206 (Ambulance Billing and Transportation Services)				
Rater #			Care Ambulance Service	AmeriCare Ambulance Service
1	1. Experience		100	60
	2. Operational Systems		90	50
	3. Patient Billing Systems		90	90
	4. Vehicle Maintenance and Records		45	40
	5. Personnel Training and Records		90	80
	6. Patient Care/Transport System Design		90	70
	TOTAL		**505**	**390**
2	1. Experience		97	65
	2. Operational Systems		98	50
	3. Patient Billing Systems		98	90
	4. Vehicle Maintenance and Records		48	35
	5. Personnel Training and Records		97	90
	6. Patient Care/Transport System Design		97	65
	TOTAL		**535**	**395**
3	1. Experience		97	70
	2. Operational Systems		96	58
	3. Patient Billing Systems		92	88
	4. Vehicle Maintenance and Records		47	40
	5. Personnel Training and Records		96	88
	6. Patient Care/Transport System Design		95	75
	TOTAL		**523**	**419**
4	1. Experience		90	50
	2. Operational Systems		85	45
	3. Patient Billing Systems		85	90
	4. Vehicle Maintenance and Records		40	35
	5. Personnel Training and Records		95	90
	6. Patient Care/Transport System Design		95	70
	TOTAL		**490**	**380**
5	1. Experience		100	60
	2. Operational Systems		75	50
	3. Patient Billing Systems		90	100
	4. Vehicle Maintenance and Records		45	35
	5. Personnel Training and Records		100	90
	6. Patient Care/Transport System Design		100	75
			510	**410**
	FINAL SCORES		**2563**	**1994**
	Financial Systems Ratings			
	Care Ambulance=ACCEPTABLE			
	AmeriCare=ACCEPTABLE			

AWARD OF CONTRACT TO CARE AMBULANCE SERVICES INC., TO PROVIDE EMERGENCY GROUND AMBULANCE TRANSPORTATION AND BILLING SERVICES
(F: 55-Care Ambulance Services, Inc.)

This matter was continued to the next meeting.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Award of contract to Care Ambulance Services Inc., to provide emergency ground ambulance transportation and billing services. *(Action Item)*	Date:	4/11/2017

OBJECTIVE

To request that the City Council award a contract to CARE Ambulance Services Inc., for emergency Advance Life Support (ALS) and Basic Life Support (BLS) ground ambulance transportation of patients to medical facilities when required, and to provide billing services.

BACKGROUND

The City has the exclusive right to grant and regulate emergency ambulance agreements within Garden Grove's jurisdictional boundaries, and has done so for many years. This gives the City the ability to control and maintain high quality emergency ambulance service, which works closely in an operational partnership with the City's Fire Department.

DISCUSSION

On January 6, 2017, Request for Proposals No. S-1206 (RFP) for Ambulance Transportation and Billing Services was published and sent to all the ambulance providers registered with the County of Orange. Two ambulance providers, CARE Ambulance Services, Inc. and AmeriCare Ambulance Service, were responsive to the RFP and submitted proposals by the February 9, 2017 deadline.

A panel consisting of five people, four internal city staff and one external staff member from a neighboring city, rated the proposals on experience, operational systems, patient billing systems, vehicle maintenance and records, personnel training and records, and patient care/transport system design on a maximum of 550 points. Additionally, the Finance Department reviewed the financial analysis component on a scale of "Not Acceptable to Outstanding." Based on the evaluation results, CARE

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RECOMMENDATION

It is recommended that the City Council:

- Award a contract to CARE Ambulance Services, Inc. to provide ambulance transportation and billing services to the City of Garden Grove for five years, with the option to extend the contract for another five year period;
- Authorize the City Manager to execute the agreement on behalf of the City and to make minor modifications as appropriate; and
- Authorize the City Manager to enter into the five year extension period shall the City decide to exercise the extension option.

By: Lucia Medina-Whittaker, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Request for Proposals and Contract for Ambulance Services	3/29/2017	Cover Memo	Ambulance_Transportation___Billing_Services_RFP_S-1206__FINAL.pdf
Summary of Rater Scores	3/29/2017	Cover Memo	Summary_of_Rater_Scores__RFP_No._S-1206.pdf

CITY OF GARDEN GROVE

REQUEST FOR PROPOSAL
RFP NO. S-1206

Provide Ambulance Transportation

and

Billing Services

PROPOSAL SCHEDULE	
RFP Issued:	**January 6, 2017**
Mandatory Pre-Submission Conference	**January 19, 2017**
RFP Submittal Deadline:	**February 6, 2017**

AUTHORITY

The Fire Chief of the City of Garden Grove, in accordance with the Municipal Code, initiates this request for proposals concerning the delivery of emergency ambulance transportation of the sick and injured, and billing services.

This request for proposal is being issued effective Friday, January 6, 2017, specifically for the purpose of entering into a contract with an emergency transportation provider licensed to operate in the County of Orange, California. All necessary information (minimum standards) and forms are included within this document and its attachments.

A *MANDATORY* pre-proposal conference is scheduled for 10:00 A.M. on Thursday, January 19, 2017 at the Garden Grove Community Meeting Center, Founders Room, located at 11300 Stanford Avenue, Garden Grove, CA. Only those proposals submitted by those contractors attending this meeting will be given consideration.

Please direct all questions regarding this proposal process to Sandra Segawa, via email, sandras@ci.garden-grove.ca.us. Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. All questions must be submitted in writing no later than Monday, January 30, 2017, by 2:00 p.m. All questions will be addressed via an addendum.

In order to respond to this RFP, Proposers must be registered with PlanetBids, a web based electronic procurement system. It is highly encouraged that Proposers register

(if not already) as soon as possible as any changes to information and dates will only be made available via the PlanetBids system through addendums. You may log on to the links below to register.

http://www.ci.garden-grove.ca.us/?q=finance/purchasing

OR

http://www.planetbids.com/portal/portal.cfm?CompanyID=15118#

All addendums regarding this RFP will be posted on the City's website via Planet Bids for all to review. Please make sure you are registered as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to check PlanetBids for all addenda and updates.

All proposals are due as follows. Late proposals will not be accepted for any reason.

Monday, February 6, 2017 at 2:00 p.m., at
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Purchasing Division, Second Floor of City Hall
ATTN: Sandra Segawa, Purchasing Agent

Once the proposals are received, all correspondence will be sent *via email only* to the authorized person named on the Proposal Letter unless a designee is noted and approved by the person who is authorized to negotiate on behalf of the company. The City is not responsible for email that is sent to spam files that are not received. Please make sure that your email settings do not filter out any emails from the City of Garden Grove.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,

Sandra Segawa

Sandra Segawa, C.P.M., CPPB
Purchasing Agent

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SECTION I. INTRODUCTION

1. City of Garden Grove Geographical Area

The geographical area covered by this request for proposal (RFP) encompasses the geographic boundaries of the City of Garden Grove, located in the County of Orange, California, and shown in the following map. The Orange County Emergency Medical Services Plan designates the City as Operating Area 8. The City has retained the authority to contract for ambulance services pursuant to Government Code § 38794 and Health & Safety Code § 1797.201.

2. Background

The Garden Grove Fire Department has a long and proud history of providing emergency medical care for the citizens of Garden Grove and its visitors. The City equips its seven (7) first responding engine companies with either Advanced Life Support (ALS) and/or Basic Life Support (BLS) equipment.

The Department delivers complete ALS service with one, two person paramedic squad, and two, four person paramedic engines. The Department complements its ALS delivery with four engine companies that are staffed with one paramedic and ALS equipment, as paramedic assessment units (PAU). An engine and a truck are equipped and staffed with BLS capabilities including AEDs. The City responded to 8,105 medical aid incidents, which required patient transportation in 2015. The 2015 statistical data concerning the City of Garden Grove emergency responses are found on page 33.

3. Scope of Work

The Garden Grove Fire Department is requesting proposals for the provision of emergency ground ambulance transportation, on-scene ALS and BLS, transport patients to medical facilities when required, and billing services. The successful proposer will meet the requirements outlined in this RFP, including, but not limited to the minimum operational standards and procedures in Section III, and the supplies, equipment and vehicle requirements outlined in Section IV.

The "Provider Agreement" will commence after the City Council approves the contract for a term of five (5) years, with an option to extend the contract for another five-year period. The specific start date will vary depending on City Council approval date, and negotiation of the final Agreement with the successful Proposer concerning start-up needs. The Agreement is subject to annual review based on the criteria specified in the contract language and outlined herein. The purpose of the Agreement is to ensure and hold accountable those parties assisting the Fire Department in the delivery of emergency ground ambulance service to citizens and visitors of the City of Garden Grove.

4. PlanetBids Registration Requirement

Proposers must be registered with PlanetBids. The City utilizes PlanetBids, to conveniently assist Proposers in the City's procurement process. Proposers should utilize a reliable email account in order to ensure the timely download of solicitations, documents, and addendums, as they become available. The dates listed in this RFP are tentative and any changes will be posted on PlanetBids via an addendum; there will be no other forms of notification.

5. Agreement with Terms and Conditions

By submitting a proposal, Proposers agree and assure that the RFP and Agreement terms and conditions are adequate and acceptable, and each Proposer accepts the terms and conditions in the RFP, and indicate their ability and willingness to perform the requested services under such terms and conditions. The form of the Agreement is included in this RFP as Attachment "D." The Proposer shall be at all times an independent contractor and shall not, in any way, be considered an officer, agent, or employee of the City.

The RFP process will be advertised in Orange County News and posted on PlanetBids. Additionally, an email advertising the issuance of the RFP will be sent to all ambulance transport providers licensed to operate in the County of Orange, California listed on the "Orange County Ambulance Providers" list published in the Orange County Health Disaster Management website under EMS System Providers, Ambulance Providers.

http://healthdisasteroc.org/ems/afh/ambulance

SCHEDULE OF EVENTS

❑ Request for Proposal Issued:	January 5, 2017
❑ Proposal (Pre-submission) Conference:	January 19, 2017, 10:00 a.m.
❑ Presubmission Questions Deadline	January 30, 2017, 2:00 p.m.
❑ Proposal Submission Deadline:	February 6, 2017, 2:00 p.m.
❑ Purchasing Submission Review:	February 6, 2017, 2:15 p.m.
❑ Panel Review Process Begins:	TBD
❑ Proposers Oral Presentations:	TBD
❑ Panel Review Process Completed:	TBD
❑ Council Approval of Provider:	TBD
❑ Council Approved Agreement::	TBD

Note: The foregoing dates are subject to change. Any changes will be posted on PlanetBids via an addendum and only those registered vendors will receive notification of such changes. The successful Proposer and the City will determine the effective date of the Agreement.

SECTION II. ADMINISTRATION

PROPOSAL SUBMISSION PROCESS

1. Format & Cover Letter

a. To facilitate the proposal review process, and to better ensure fair comparison of competing proposals, Proposers shall strictly adhere to the order and section titles shown on the Table of Contents, page 34 of the RFP.

b. The Proposer shall employ the numbering convention and respond to all questions or statements posed in the Proposal Submission Form (Sections A – H) when preparing their proposals. All required signed Attachments and Statements, as noted under Special Provisions and Section A (Administration), must be submitted with proposal.

c. Proprietary information should be presented on colored paper, separately bound and labeled clearly with the words "Proprietary Information." Appropriate reference to this separately bound information must be made in the body of the proposal.

d. Please use standard one-inch margins, size 12 Times New Roman font, single-sided pages, use tabs or dividers to separate sections, and three-ring binders no larger than 12"x12".

e. Proposal packages must be clearly marked with proposal name, submission deadline, Proposer name, address, and name and phone number of contact person.

f. Proposer may or may not submit a cover letter containing information that the Proposer feels is relevant to the awarding of the contract, which was not specifically requested in the RFP submission form.

2. Maximum Rates for Calculation

a. To promote a fair comparison, <u>all Proposers</u> will use the Maximum County Rate that was effective as of November 1, 2015 for BLS and Expendable Medical Supplies in calculating their respective proposal. The City Council has approved the Maximum County Rate for the City.

Maximum County Rates approved by City of Garden Grove Council are:

$904.61 – BLS
$32.66 – Expendable Medical Supplies

Note that the BLS and Expendable Medical Supplies cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

3. Insurance Coverage Requirements

The successful Proposer, at its sole cost and expense, shall maintain compliance with all of the following insurance coverage requirements. The proposal must include a signed Bidder/Proposer Statement Regarding Insurance Coverage Requirements found on page 45 (Attachment B). By signing the Bidder/Proposer Statement Regarding Insurance Coverage Requirements, Proposer certifies that, insurance coverage requirements are understood and will be met within ten (10) City working days of the request should Proposer be awarded the Agreement, or the City reserves the right to proceed with the next highest scoring Proposer in the process. Proposer **MUST** comply with the following insurance coverage requirements:

Insurance Requirements:

3.1 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.

3.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

3.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount not less than $5,000,000 per occurrence. 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. The general aggregate shall apply separately to this agreement; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than $5,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(c) Professional liability (Ambulance medical malpractice) in an amount not less than $5,000,000 per occurrence. 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. If the policy is written on a "claims made" basis, the

policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the 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.

(d) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(Claims made and modified occurrence policies are <u>not</u> acceptable.)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 3.3 (a), 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 section 3.3 (b) 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.

3.3 (d) In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate stating the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

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.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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

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 are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

Samples of the insurance certificates and endorsements that the City requires can be found in Appendix A of this RFP document.

4. Special Provisions

The following items must be attached to the proposal under Section A (Administration) for the proposal to be considered:

a. Statement of Truth, Attachment A, Page 44.

b. Bidder/Proposer Statement Regarding Insurance Coverage Requirements, Attachment B, Page 45.

c. Non-Collusion Affidavit, Attachment C, Page 46 ***(Must be notarized).***

d. Hold Harmless and Indemnification: A signed statement from the Proposer acknowledging that the contract with the successful Proposer will contain a Hold Harmless and Indemnification clause that reads essentially as follows:

   "The contractor hereby agrees to indemnify, defend (at the City's option), and hold harmless the City, its officials, officers, employees, representatives, and city-designated volunteers from any and all claims, demands, actions, litigation, expense, defense costs or liability of any kind or nature (hereinafter "Claims") arising out of or in connection with contractor's officers, employees, representatives, products, and subcontractors performance, or failure to perform, under the Agreement, excepting only such Claims which arise out of the sole negligence of the City."

e. Statement to Provide Additional Information: A statement by the Proposer that the Proposer will supply the City and/or the County any further information the City and/or the County determine to be necessary for an accurate determination of the Proposer's qualifications to perform the proposed services.

f. Right to Audit Letter: A letter agreeing to give the City the right to audit those documents or records requested in the Submission Form, provided by the Proposer, and referred to in the Proposer's submission.

5. Proposal (pre-submission) Conference

a. A **mandatory,** proposal (pre-submission) conference will be held on:

Thursday, January 19, 2017 at 10:00 a.m., at the:
Garden Grove Community Meeting Center
(Founders Room)
11300 Stanford Ave.
Garden Grove, CA 92842

b. The purpose of the proposal (pre-submission) conference will be:

i. To answer all questions that potential Proposers may have relative to this document.

ii.To review with potential Proposers the overall goals and expectations of the City of Garden Grove regarding this RFP.

Questions asked during the pre-submission conference will be answered verbally on the spot and there will be no posted addendum on the PlanetBids system.

The questions and answers submitted prior to and until Monday, January 30, 2017, 2:00 p.m. will be made available on the PlanetBids system via an addendum to all registered Proposers.

Note that it is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. The City is not bound by any oral responses to inquiries outside of the Proposal (pre-submission) Conference.

6. Proposal Deadline

a. The proposals received at the following address before the deadline will be time stamped and secured by the Purchasing Division. The deadline for receipt of proposals is:

Monday, February 6, 2017 at 2:00 p.m., at
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842
Purchasing Division, Second Floor of City Hall
ATTN: Sandra Segawa, Purchasing Agent

b. The proposals shall be contained in three-ring binders no larger than 12"x12" as instructed on page 9.

c. Five (5) sealed copies (the original should be so marked) *and an electronic copy in PDF format on a CD* of the proposal and the required attachments must be delivered, before the deadline, to the foregoing address. (A method of containing the proposal material as a group, such as manageable boxes or bundling, would be appreciated, but not required).

d. Proposals sent to the City via fax or electronic mail WILL NOT be accepted. Proposals must be received by the Purchasing Division by the foregoing deadline.

e. Proposals received after the deadline will be returned unopened.

7. Proposal Submission Review

a. For all proposals received in compliance with submission requirements, summarized on the Request for Proposal Submission Checklist found on page 58, before the deadline, the Purchasing Agent, will publicly open packaging and the names of the Proposers shall be stated aloud and recorded on:

Monday, February 6, 2017, at 2:15 p.m., at the
Purchasing Division, Second Floor of City Hall (Room 220)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92842

b. The contents of the Proposals shall not be reviewed or disclosed at the public proposal submission review.

8. Proprietary Proposal Material and Public Review

a. The California Public Records Act ("CPRA"), Government Code §§ 6250, et. seq., provides that all records held by government agencies are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

b. All Proposals and documents submitted in response to this RFP shall become the property of the City. It is the responsibility of each Proposer to clearly identify any and all information contained in their Proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All

other information will be considered public. However, all information regarding the procurement process will not be disclosed to the public or be subject to disclosure under the CPRA during the deliberative process until such time as evaluations have been completed, a final award recommendation has been made, and a successful Proposer is presented to the City Council for award of the Agreement.

c. The City cannot guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the Proposer. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by the Proposer is made, the City as a courtesy will notify the Proposer in writing of such demand and will furnish to the Proposer a copy of the City's written response to the requestor. Proposers may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information. It would be the sole responsibility of the Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that the City is not responsible under any circumstances for any damage caused by disclosure of any Proposal information. Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the City that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected.

PROPOSAL EVALUATION PROCESS

Any person, firm, partnership, Joint Powers Authority (JPA), or corporation seeking an Agreement to provide Ambulance Transportation and Billing Services to the City of Garden Grove must be a registered vendor on the PlanetBids system and submit a proposal.

Only those proposals consistent with, and meeting minimum requirements of this RFP and submission form, will be considered.

Additionally, comments will be solicited from any individual, organization, governmental agency, hospital or consumer group who has information or experience with the Proposer's services.

1. Proposal Review & Evaluation Criteria

a. All proposals submitted before the deadline meeting minimum requirements as stated herein will be reviewed and evaluated by a proposal review panel.

b. A multi-disciplinary proposal review panel of five (5) disinterested individuals with knowledge and/or experience in emergency medical services will be selected by the Fire Chief and City Manager as the Review Panel to evaluate and rank Proposals. Individuals may be members of the City's Fire Department

and/or another local fire department in the County, City employee, administrator of a local hospital, and/or the Orange County EMS. "Disinterested" for this purpose means that neither the individual nor a direct family member may have a financial and/or employment relationship with any Proposer. Meetings of the Review Panel will be closed to the public. The Review Panel may request assistance in the process, including attendance at the meeting, by City and County staff and/or consultants. The outcome of the deliberations of the Review Panel will be submitted to the Fire Chief for presentation to the City Council.

c. The Review Panel will rate each proposal utilizing a ranking system to denote how each Proposer is graded with respect to each category of evaluation. The following evaluation criteria, with a maximum of 550 points, is what the Review Panel will use to assess and rate each proposal:

i. Experience	0 – 100
ii. Operational Systems	0 – 100
iii. Patient Billing Systems	0 – 100
iv. Vehicle Maintenance and Records	0 – 50
v. Personnel Training and Records	0 – 100
vi. Patient Care/Transport System Design	0 – 100
vii. Financial Analysis	Not Acceptable– Outstanding (No Points for this category)

Points within each criterion will be awarded based on the following table.

REVIEWER RATING CRITERIA					
Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for criterion	0%	25%	50%	75%	100%

d. The City of Garden Grove Finance Department will review audited financial records. A City of Garden Grove Vehicle Maintenance representative and Fire Department Officer will conduct an audit of vehicle specifications, maintenance and scheduling procedures. The Fire Department Deputy Chief of the Operations Division will review the proposed operational deployment systems. These divisions will rate the submissions according to the rating criteria and will provide a summary of the individual rating to the Panel for review.

This system is not a precise science and it is recognized that subject interpretation of the relationship between the contents of each proposal and the evaluation criteria is inevitably involved.

2. Proposer Oral Presentation

a. The Review Panel will invite all Proposers, meeting all minimum requirements, to make a **30-minute (maximum)** private oral presentation concerning their proposal.
b. At this presentation, the review panel will listen to the Proposer's presentation and may ask questions of the Proposers and/or request amplification, explanation or details regarding their proposal.

c. The date for the oral presentations will be provided at a later time.

3. Public Agency & Hospital Service References

a. A reference questionnaire will be sent out to the Public Agencies and Hospital Services providers the Proposer lists in Section B (Experience) questions #8 and #14(b) of their proposals.

b. These questionnaires will be utilized by the Review Panel in the evaluation process and are a part of the Experience evaluation criteria with a combined maximum of 60 points out of the 100 maximum points for this section.

4. Proposer Selection

a. The Panel's evaluation will be forwarded to the Fire Chief for compilation and preparation of a staff report to the City Council. As required by the Brown Act, Government Code 54950 et seq., the City Council will hear and may consider any public input from any interested party before making a final decision.

b. The City Council, as the legislative body of the City and consistent with Government Code § 40602, will consider the approval of the successful Proposer based upon the Review Panel's rating, or may reject all proposals and/or re-advertise. The decision of the City Council will be final.

5. Notice of Award

a. At the conclusion of the RFP response Evaluation Process, all Proposers will be sent a Notice of Award in writing, by first class mail, of the Agreement award recommendation, if any.

b. The Notice of Award will provide the following information:

1) The name of the Proposer being recommended;
2) The names of all other Proposers; and,
3) Evaluation points for each Proposer.

c. Debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful proposal.

6. Protests and Appeals

a. The City has taken great care in the establishment of fair and competitive procurement procedures and the commitment made to follow those procedures. The following is provided in the event that Proposers wish to protest the proposal process or appeal the recommendation to award an agreement.

b. Any proposal protest must be submitted in writing to:

Garden Grove City Hall
Attention: Sandra Segawa, Purchasing Agent
11222 Acacia Parkway
Garden Grove, CA 92840

c. The proposal protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.

d. The proposal protest must contain a complete statement of the basis for the protest.

e. The protest must include the name, address, email address and telephone number of the person representing the protesting party.

f. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefor.

g. The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.

h. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or any legal proceedings.

i. Upon receipt of written protest, the Fire Chief will review and provide an opportunity to settle the protest by mutual agreement, will schedule a meeting to discuss or issue a written response within ten (10) working days of receipt of the protest.

j. The City's response will inform the Proposer whether or not the recommendation to the Council has changed.

k. The decision of the City may be appealed to the City Manager. All appeals to the City Manager shall be in writing and submitted within five (5) calendar days of notification of decision by the City. The City Manager will

issue a decision within five (5) working days of receipt of an appeal. The decision of the City Manager is the final step of the appeal process.

ADMINISTRATIVE ISSUES

1. Preparation Cost

a. All costs for preparation of proposals will be borne by the Proposers.

b. The City assumes no liability for any cost incurred by Proposers responding to this RFP or in responding to any further requests for interviews, or additional information, prior to the issuance of the contract.

2. Property Declaration

a. All proposals and documents submitted will become the property of the City.
b. Any item considered proprietary should be designated by the use of colored paper, bound separately, and labeled clearly with the words "Proprietary Information". Proprietary information will not be copied and only those directly involved in the evaluation of such material will be permitted access to it.

3. Withdrawal of Proposal

a. Any Proposer may withdraw their proposal by written request at <u>any time prior to the time set for the opening of proposals</u>.

b. Withdrawal of proposals will be subject to the verification of the identity of the requestor and completion of a signed receipt for the proposal package.

4. Terms of Agreement

The exact term of the Agreement between the City and the successful Proposer shall be defined in the Agreement, the form of which is attached in Exhibit "D." For the purpose of this RFP, the following provisions shall govern the Agreement and process of renewal:

a. Agreement Start Date: The planned Agreement start date shall be determined once the contract is approved by the City Council. The actual date will be determined by the Proposer's "Start Date" proposal, at which time the contractor shall assume full responsibility for the provision of all emergency ground ambulance service within the City.

b. Term of Contract:

i. The initial term of Agreement shall be five (5) years. The Agreement may be extended by the City for an additional five-year term for a total of ten years.

ii. The Fire Chief and the contractor shall meet annually to review the performance of the contractor and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.

iii. The City Council reserves the right to terminate the Agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving the contractor ninety (90) days written notice.

5. Non-Transferable Agreement

a. The contractor may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of the City.

b. Any such assignment or delegation in violation of this requirement shall void the Agreement.

c. A transfer by any shareholder of greater than ten percent (10%) of the stock currently issued by the contractor, or a sale or transfer of over twenty five percent (25%) of the assets of the contractor will be deemed an assignment.

d. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership.

6. Major Breach

The following are conditions and circumstances that shall constitute cause for a major breach of the Agreement by the contractor. Examples of such conditions/circumstances may include, but not be limited to:

a. Failure of the contractor to operate the ambulance service system in a manner which enables the Fire Department and the contractor to remain in compliance with the requirements of the City of Garden Grove Municipal Code or the County of Orange Emergency Medical Services Agency (OCEMSA) ambulance ordinance and related rules and regulations.

b. Supplying the Fire Department false or misleading information during the bid process or during the course of producing required monthly response reports.

c. Withholding or willful falsification of data supplied to the Fire Department or to the OCEMSA Medical Director during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under the Agreement.

d. Failure to meet the minimum accepted plan for ambulance service as described herein.

e. Scaling down of operations to the detriment of service to the public.

f. Failure of contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.

g. Failure of the contractor to maintain all required vehicle maintenance schedules and records as proposed.

h. Failure of the contractor to maintain all training and continuing education per OCEMSA policies and procedures.

i. Failure to meet any other clinical requirements of the operational plan contained or referenced in the formal contract.

j. Failure or refusal of contractor to respond to any request of the Fire Department concerning the operation of the Emergency Medical Services (EMS) delivery system in the City.

k. Transfer of ownership or interest in the company of more than ten percent (10%) or sale or transfer of twenty five percent (25%) of the company's assets without written consent from the City.

l. Disruption of service due to failure to maintain ambulance maintenance schedule.

7. Proposal Rejection

a. Proposals will be rejected for failure to comply with the proposal specifications or delivery criteria as outlined in this RFP.

b. The City reserves the right to waive, at its discretion, any minor irregularities or informalities that the City deems immaterial or otherwise not warranting rejection of a Proposal.

c. The City reserves the right, in its discretion, to reject any and all proposals submitted and/or re-advertise.

d. In the event that a proposal is rejected, for any reason, the Proposer will be notified in writing as to the specifics of the rejection.

8. Agreement Award

a. The City Council will consider approval of the award of the Agreement at a public meeting in compliance with the Brown Act, Government Code §§ 54950 et seq.

b. The company being awarded the Agreement will meet with the Fire Chief and the City Attorney at a suitable time to finalize the operational procedures and final Agreement language.

CANCELLATION OF RFP PROCESS AFTER PROPOSAL OPENING

The request for proposal process may be cancelled after proposal opening and prior to Agreement award, should the City determine that cancellation is in the best interest of the City. Cancellation may occur for any reason, including, but not limited to:

a. Inadequate, ambiguous or otherwise deficient specifications cited in the RFP.

b. The services are no longer required.

c. All otherwise acceptable proposals received are at unreasonable prices.

d. All proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

SECTION III. MINIMUM ACCEPTABLE OPERATIONAL STANDARDS AND PROCEDURES

EXPERIENCE

1. Minimum of five (5) years of experience as a contracted primary provider 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to the City of Garden Grove, approximately 34 calls for service daily.

2. The five (5) years of experience does not include contracts that only provide EMT labor to a city, county, or fire district. Contracted primary provider must actually provide the ambulance service and bill for those services, with the city, county, or fire district retaining that ambulance transport revenue.

DISPATCH/RESPONSE

1. It is the responsibility of the Contractor to create and maintain an independent, redundant communication system between the provider dispatch center and Metro Cities Fire Authority (MCFA), Metro Net Communications, which will henceforth be referred to as Metro Net.

2. The company awarded the Agreement will be expected to provide, at their cost, a direct communication link between Metro Net and the provider's dispatch center. This communication link will allow alarm, dispatch and response times to be based on the same set of times. This requirement shall be subject to approval by the Garden Grove Operations Chief, the Metro Cities Fire Authority Communications Manager and the MCFA Board of Directors if necessary.

3. The Fire Department and the successful Proposer will meet and agree upon the definition of "response time." This must be accomplished before the start date in order to create consistency in reporting methods.

4. Upon receipt of a dispatch alert from Metro Net, the appropriate ambulance will respond Code 2 (expeditiously, but without lights and siren) unless otherwise advised by Metro Net or fire personnel on scene. All dedicated ambulances shall be dispatched by Metro Net.

5. Upon receipt of a dispatch request, the provider ambulance will announce the ambulance designator and response address via radio to Metro Net.

6. The following emergency ground ambulance response times shall be adhered to at a monthly compliance rate of at least 90%:

    a. Code 3-response time (red lights and siren) shall not exceed 9 minutes and 59 seconds.

b. Code 2-response time (expeditious response without red light and siren) shall not exceed 14 minutes and 59 seconds.

c. For all responses, the provider shall have the responding unit enroute within 2 minutes and shall confirm with Metro Net when the unit has been dispatched.

d. If the provider dispatch knows that the responding unit is delayed in their response for any reason, Metro Net will be notified of the same immediately, and a notation will be made by the ambulance dispatcher on the run report form and/or log. In such a case, Metro Net will follow its standard operating procedures and dispatch another ambulance from a secondary ambulance provider.

e. It shall be the responsibility of the ambulance provider to maintain awareness of street and freeway closures and/or repair to avoid unnecessary delays in response.

7. Exemptions to response time requirements may be made by the Fire Department Division Chief for Operations and include the following:

   a. Weather conditions that are so severe as to impair the Contractor's response time performance. It shall be the Contractor's responsibility to advise Metro Net dispatch center and the Fire Department of such conditions in order to minimize the impacts of such conditions.

   b. In times of natural disasters, which have been declared by the appropriate governmental agency, response time requirements are waived until such time as the disaster is mitigated and normal operations are restored.

8. Response Areas: For response reporting purposes, the geographic boundaries of the City will be one (1) response area.

9. The provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis. The supervisor shall be available through the provider's dispatch.

10. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:

    a. It is highly desirable to be located in Orange County.

    b. Capable of primary and secondary communication systems.

    c. Capable of data (electronic handshake) and voice communication with Metro Net (Any proposals for change within the Metro Cities Fire Authority must be approved by the Garden Grove Operations Chief and the Metro Cities Fire Authority Communications Manager).

11. All ambulance responses shall be in accordance with the California Vehicle Code.

12. All requests for emergency ambulance services received by the provider from other than a public safety agency within the City shall be reported to Metro Net immediately.

REPORTING

1. The provider shall provide monthly reports containing the following response data.

   a. Time of dispatch alert for Metro Net.

   b. Dispatch time.

   c. Arrival time.

   d. Total response time (call alert to on scene time).

   e. Average response time for each calendar month.

   f. Number of responses in excess of the above mentioned standards.

   g. The average number of minutes in excess of the standard.

2. Continuous Quality Improvement (CQI) Reporting: The Fire Department and the successful Proposer shall meet and develop a CQI reporting process that will allow both parties to track the provider's individual and system performance and develop service enhancements.

ON SCENE PROCEDURES

1. Ambulance personnel shall perform as a part of the patient care team. They shall be expected to be able to perform all treatment modalities within their scope of practice as defined by OCEMSA policies and procedures.

2. All ambulance personnel assigned to work within the City shall be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.

3. As with all responders to the emergency scene, ambulance personnel shall work under the direction of the Incident Commander and/or the EMT-Paramedic in charge of the patient(s) and/or scene. They shall respond to the directions of such persons in a positive and affirmative manner.

4. Ambulance personnel will inform the EMT-Paramedic and/or Incident Commander of any unseen danger or safety concern that might lead to additional injury to victim or responder.

5. Ambulance personnel shall place their apparatus and equipment in a safe location and shall be mindful of the need for safe operations on the scene of an emergency.

6. Ambulance personnel shall not participate in any firefighting or rescue operation.

7. Ambulance personnel shall request a secondary response unit and/or the field supervisor immediately upon finding that their unit has suffered a mechanical failure or at the request of the incident commander. They shall likewise immediately inform the incident commander of mechanical failure.

8. During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under the contract shall be interrupted from the moment the disaster situation is made known to the contractor by the Fire Department. Immediately upon such a notification, the contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

    a. During such periods, the contractor shall be released from response time performance requirements until notified by the Fire Department that disaster assistance may be terminated.

    b. When the disaster has terminated, the contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

    c. The provider shall provide assistance at the command post or emergency operations center and shall use best efforts to provide local emergency coverage and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.

    d. During the course of the disaster, the Fire Department shall work with the contractor to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.

9. Ambulances shall return Garden Grove Fire Department crew members and equipment to their apparatus in the field or stations upon completion of patient delivery to a designated facility.

PERSONNEL

1. The provider shall insure compliance by all employees to all applicable provisions of:

   a. The California Health and Safety Code.

   b. The California Vehicle Code.

   c. County of Orange Ordinance No. 3517.

   d. The County of Orange Emergency Medical Service policies and procedures.

   e. Chapter 5.10 (Ambulances) of Title 5 of the Garden Grove Municipal Code.

   f. All other applicable federal, state, and local laws, regulations, and statutes.

2. All response personnel shall have in their possession, at all times when on duty, applicable licenses, certifications or permits required for their specific job function as outlined in the requirements of the agencies and codes listed above.

3. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.

4. The Fire Chief or his designee may, at any time, request to inspect the licenses, certifications, or permits of the response personnel for verifying validity and compliance with applicable provisions of the agencies and codes as outlined above.

5. Provider shall allow Garden Grove Fire Department members to be on the selection panel for ambulance crew members working within the City.

6. Provider shall be responsible to ensure that all personnel working in the City conform to company and City uniform and grooming standards, and present him or herself in a positive and professional manner.

7. Provider shall be responsible to ensure that none of their personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance.

8. Provider shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.

9. The Fire Chief may request of the provider to participate in joint training exercises to improve the capability and coordination of both agencies' response to a given emergency or disaster. Such training will be scheduled and coordinated by the Training Officers of the Fire Department and the provider agency and shall not exceed 20 hours per year.

10. Provider shall be responsible to ensure that all personnel working in the City be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.

11. Provider shall make available to the Fire Chief or his designee, upon request, the training records of all personnel responding to emergencies within the City.

12. While the Proposer is an independent contractor, this RFP requires the contractor to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of the contractor is patient care and transportation. The contractor will utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent, which might impair judgment or motor skills.

13. The Fire Chief may request, and the provider will comply, that certain personnel not be assigned with units responding into the City. The provider will take all appropriate actions to deal with personnel based on documented complaints received from the Fire Department.

14. Provider shall ensure that all personnel working in the City have personal protective equipment (PPE) as deemed appropriate by the Fire Chief.

15. Provider shall ensure that personnel and the four (4) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by City's Fire Chief. During the term of the Agreement, City and Provider may meet and confer on the housing of ambulances and their crews on City property subject to rent or license fees payable to the City.

SECTION IV. SUPPLIES, EQUIPMENT, AND VEHICLES

SUPPLIES AND EQUIPMENT

Supplies carried onboard ambulances:

1. All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by OCEMSA Policies and Procedures, California Vehicle Code, and the California Health and Safety Code (Title 13 and Title 22) and all other applicable laws, regulations and/or procedures, throughout the term of the agreement.

2. In conjunction with and in addition to the above requirements, each emergency ambulance operating within the City shall carry as part of its standard inventory all supplies and equipment named in OCEMSA Policies and Procedures #325.00, Advanced Life Support (ALS) Unit Minimum Inventory. Brand, type and specifications of supplies and equipment to be specified by the Garden Grove Fire Department to ensure compatibility. Optional supplies and equipment named in the policy may be required.

   Exception: The Fire Department will provide and maintain all controlled narcotics.

3. All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.

4. Supplies to be stocked or warehoused: The emergency ambulance transport services provider shall maintain a stock or warehouse of appropriate supplies and equipment within the City for the purpose of re-stocking their units in a timely manner.

5. Proposers shall demonstrate compliance and interoperability with the countywide electronic Prehospital care report (ePCR) program known as the Orange County Medical Emergency Data System (OC-MEDS). Provider shall meet this requirement by utilizing the same ePCR software specified and used by the Garden Grove Fire Department.

VEHICLES – Quality of vehicles and maintenance practices

1. Proposers shall specify in their proposal the ambulance types, make, and mileage for primary responding units and reserve units.

2. The ambulances will be dedicated solely for the City, and display City of Garden Grove branding, and not subject to every day coverage for other agencies or internal private use, <u>excluding</u> incidents as described in Section III, Dispatch/Response, Item 7, and <u>exemptions</u> granted at the sole discretion of the Fire Chief.

3. The amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the Agreement. Four (4) new chasis, type III modular ambulances, to be used exclusively for emergency ambulance transports originating within the City, will be considered a minimum acceptable level for service in the City.

4. The ambulances must be equipped with 800 MHZ radios with encryption capability (on board and/or portable), navigation system, Automatic Vehicle Locator System (AVL) hardware and software (GPS system) that interfaces with Metro Net.

5. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, OCEMSA, and NFPA 1917.

6. Proposers shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in the City, the total number of ambulances that will be on duty during any given time of the day or night, and will commit to maintain that number and type of vehicle throughout the term of the Agreement.

7. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.

8. Commitment to driver training: The Proposer shall describe the driver-training program employed by the Proposer to prepare and maintain safe operations of their ambulances.

9. Maintenance and maintenance records: The Proposer shall, in the proposal, enumerate the status of the maintenance records of the ambulances intended for use in the City, their availability for review, and shall commit to the maintenance of such records throughout the term of the Agreement. Ambulances shall be maintained in accordance to these maintenance schedules and records.

10. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate Agreement cancellation.

11. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by the service provider immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.

12. The Proposer shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

SECTION V. FINANCIAL SYNERGIES

BILLING SYNERGIES

The Proposer is invited to propose methods and mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system (PSAP).

Billing Services: The following is currently in place:

1. Advanced Life Support (ALS): The Contractor and the City acknowledge that the City presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents. The City does not receive 100% reimbursement for such services. Accordingly, the Contractor and the City agree that the Contractor will retain City ALS services fee and will reimburse City at least $387.35 per ALS call for its out-of-pocket expenses for such ALS services. The ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

2. Non-Resident Fee: The City presently provides paramedic assessment services (not always requiring transport) to residents and non-residents; The City has a non-resident fee of $387.35 for such paramedic assessment services. Accordingly, the Contractor and the City agree that the Contractor will retain City non-resident fee and will reimburse City at least $387.35 for its out-of-pocket expenses for such paramedic assessment service to the non-resident. The non-resident fee cost is to be increased in an amount equal to the increase, if any, allowed by the action of the City Council.

3. In consideration of this billing service, Contractor shall receive an administrative fee of seven percent (7%) of those City / ALS and non-resident service fees actually collected.

4. Contractor shall transmit fees due to the City for ALS and non-resident service on a monthly basis with a report including, but not limited to, total amount of ALS calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.

5. Medical Supply Reimbursement Fee: Contractor shall reimburse the Fire Department on a quarterly basis $32.66 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

SECTION VI. ORGANIZATIONAL SYNERGIES

It has always been the goal of the Garden Grove Fire Department to pursue clinical excellence, superb response time performance, cost containment, and a professional and courteous image. It is the desire and intent of the Fire Department that Garden Grove's emergency ground ambulance service provider shall pursue and attain, to the highest degree possible, these same objectives, while making reasonable cost-offsetting revenue on the contract. Towards these ends, it is expected that the relationship between the Fire Department and the provider be one of cooperation.

Much of what both the Fire Department and the ambulance companies do in the course of rendering service to the public is repetitive or duplicative. It is the desire of the Fire Department to reduce these duplications of effort in order to maximize efficiency while helping to control costs to the citizens. All Proposers are encouraged to propose service relationships that will meet the goal of creating synergies in the provision of these services.

SECTION VII: RESPONSE INFORMATION
2015

Incidents in Jurisdiction	12,496
Fire	336
Medical	10,829
Hazardous Materials	80
Other Emergencies	517
Service	734

Incidents out of Jurisdiction	2,131
Fire	222
Medical	1,776
Hazardous Materials	28
Other Emergencies	73
Service	24
Strike Teams	8

Number Responses by Unit		13,870
	ALS	BLS
STATION 1		
Engine 1	1,062	758
Medic 1	2,437	204
Truck 1	278	145
Light Air	2	0
STATION 2		
Engine 2	1,458	877
STATION 3		
Engine 3 *(PAU)	913	650
STATION 4		
Engine 4 *(PAU)	444	380
STATION 5		
Engine 5	962	434
STATION 6		
Engine 6 *(PAU)	771	517
STATION 7		
Engine 7 *(PAU)	855	723

*Paramedic Assessment Unit (PAU)

Patient Care Level Provided	8,105
ALS and BLS Responses with Transports	8,105

SECTION VIII: PROPOSAL SUBMISSION FORM

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SECTION A ADMINISTRATION

SECTION B EXPERIENCE

SECTION C OPERATIONAL SYSTEMS

SECTION D PATIENT BILLING SYSTEMS

SECTION E FINANCIAL ANALYSIS

SECTION F VEHICLE MAINTENANCE AND RECORDS

SECTION G PERSONNEL TRAINING AND RECORDS

SECTION H PATIENT CARE/TRANSPORT SYSTEM DESIGN

SECTION A. ADMINISTRATION

Requested items are referenced in Section II. Proposal Submission Process, under Special Provisions of the RFP. All items submitted shall be listed in numerical order as per this list:

1. Request for Proposal Submission Checklist, Pages 58-59 **to be completed by Purchasing Agent <u>ONLY</u> but a blank copy must be included in this section of the proposal.**

2. Cover Letter, optional

3. Statement of Truth, Attachment A, Page 44

4. Bidder/Contractor Statement Regarding Insurance Coverage Requirements, Attachment B, Page 45

5. Non-Collusion Affidavit, Attachment C, Page 46 **(Must be Notarized)**

6. Hold Harmless and Indemnification Clause, provided by the Proposer

7. Statement to provide Additional Information

8. Right to Audit Letter, provided by the Proposer

SECTION B. EXPERIENCE

1) Name of the Proposer: (Include description of organization type: Corporation, Partnership, Limited Liability Company, Sole Proprietorship/D.B.A., etc.)

2) Name of the authorized person to contact regarding this proposal:

Contact Name:	Title:
Address:	City/Zip Code:
Phone:	
Email:	

3) State the number of years the Proposer has been in business under the present business name, as well as related prior business names.

4) List the name, address, and share of ownership of all owners of the Proposer.

5) State the number of years of experience the Proposer has had in providing emergency ambulance services (ground transportation, ALS, BLS, and billing services—minimum of 5 years is required for consideration of proposal).

6) List the number of years the Proposer has provided emergency ambulance service within a response area comparable to the City of Garden Grove area shown in the map on Page 6.

7) List the contracts completed during the last five (5) years showing the year, type of services, dollar amount of services provided, location, and contracting agency.

8) List the name, address, and phone number of all organizations, corporations, firms, or persons with which the Proposer has been associated in business, as partners or business associates, within the last five (5) years. An affidavit from the Proposer stating non-conflict of interest will satisfy this requirement.

9) List the name(s) of all organizations, corporations, or firms for which the Proposer holds controlling or financial interest.

10) Explain, in detail, any previous or current litigation involving the Proposer, or any principal officers thereof, in connection with any contracts or proposals for emergency ambulance services.

11) Explain, in detail, any failure, or refusals, by the Proposer, to fulfill the requirements of a contract for emergency ambulance service.

12) Provide an explanation of experience in emergency ambulance services or similar experience of principal individuals of the Proposer's present organization.

13) List all major equipment to be used for the direct provision of services.

14) List the name, address, and phone number of at least three (3) hospital emergency departments with which the Proposer has provided emergency ambulance services during the past twelve (12) months and which may serve as references.

15) List the name, address, and phone number of all organized emergency medical service systems within which the Proposer has operated.

16) List all commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the contract.

17) Describe the experience and qualification of the Proposer's management team (executive management, medical director, middle management, and supervisors) in the area of emergency ambulance services or related fields. Indicate how long each employee has been employed with the Proposer. (Include curriculum vitae for medical director).

18) List name and location of existing or proposed:

a) Business office location:

Address:	City/Zip Code:
Phone:	Fax:

b) Twenty-four (24) hour dispatch/communication center:

Address:	City/Zip Code:
Phone:	Fax:

19) Attach any current personal, business or professional licenses or certificates (include copy of national accreditation certificate or certificates with relevance to this RFP and the provision of emergency ambulance services).

a) National Accreditation **must be valid at time of submission to be recognized**.

b) List the name, address, and phone number of at least three (3) Public Safety agencies with which the Proposer has provided emergency ambulance services during the past five (5) years. Please provide the agency name, contact person's name, phone number, email address and dates that the services are/were provided.

SECTION C. OPERATIONAL SYSTEMS

20) Describe in detail the dispatch system to be utilized in the performance of the operational plan.

21) Describe in detail how (Ambulance Deployment System) the following operational standards will be met and adhered to:

    a) Code 3-response Time (red lights and siren) shall not exceed 9 minutes and 59 seconds.

    b) Code 2-response Time (expeditious response without red lights and siren) shall not exceed 14 minutes and 59 seconds.

    c) Upon request for response, the emergency ambulance provider for the indicated response area shall have the responding unit en route within 2 minutes.

    d) The emergency ambulance provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis.

22) The Proposer shall include a statement that they agree to comply with items 16(a) and
    16(b) above, with a (90%) ninety percent compliance in any one calendar month.

For the purpose of deployment and reporting, there shall be one reporting area:

AREA BORDERS =	NORTH	CITY LIMITS
	SOUTH	CITY LIMITS
	EAST	CITY LIMITS
	WEST	CITY LIMITS

SECTION D. PATIENT BILLING SYSTEMS

The City of Garden Grove has imposed a $387.35 charge per Advanced Life Support (ALS) transport, collected by the provider for a seven percent (7%) administration fee. Additionally, the provider collects for the City $32.66 per transport for expendable medical supplies and a $387.35 non-resident fee.

23) Using this information, describe in detail how the Proposer would calculate, charge, and collect all applicable patient care and transportation charges. The Proposer is invited to design a financial system that will help the City maintain its cost-offsetting revenue, cover operational costs of the Proposer, and provide a cost-effective service for the citizens.

SECTION E. FINANCIAL ANALYSIS

24) Attach audited financial statements and/or documents to indicate financial responsibility and solvency, inclusive of current assets, liabilities, and net worth. (Financial statements and documents will be held as confidential proprietary information and disclosed only for the purpose of evaluation). All certifications should be by an Independent Certified Public Accountant. 'Independent' is defined within the scope of this document to mean a Certified Public Accountant or Accounting firm in which none of the Certified Public Accounts, or its employees, have a financial interest in the ambulance company, serve on the Board of Directors of the ambulance company, or receive monetary payment or service reimbursement from the ambulance company other than for Certified Public Accounting related accounting functions.

25) All financial statement(s) should be for the last fiscal year unless the current fiscal year closes out ninety days (90) from the date of the RFP, in which case, the prior fiscal year's statements would be accepted.

26) Attach a copy of the Proposer's "Proposed Operating Budget" for the service to be provided in this submission. Include costs for:

    a) Personnel
    b) Vehicles
    c) Medical equipment and supplies
    d) Capital expenses (New for this project)
    e) Proportionate share of ongoing expenses
    f) Include estimated revenues based on analysis made above.

SECTION F. VEHICLE MAINTENANCE AND RECORDS

27) Name and location of vehicle maintenance facility (contracted facility or facility owned and operated by the Proposer) and name of person that is knowledgeable concerning the Proposer's maintenance records.

28) Name and location of electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems) and name of person that is knowledgeable concerning the Proposer's maintenance records.

29) List the front line emergency ambulance vehicles that will be used to service the City of Garden Grove. Indicate the unit #, age and mileage of each ambulance to be utilized for the Agreement. (Mileage is defined as the mileage at time of proposal submission.)

30) List reserve emergency ambulance vehicles that will be used to service the City of Garden Grove during the term of the Agreement. Indicate the unit #, age, type and mileage of each vehicle.

31) Describe, in detail, the preventative and regular maintenance program for front line and reserve vehicles. Include average number of miles between service appointments and average turn-around times for front line and reserve units. Also, include the location where the vehicle specification and maintenance records can be reviewed.

SECTION G. PERSONNEL TRAINING AND RECORDS

32) Proposal shall include evidence of company adherence to Equal Opportunity Employment standards and policies.

33) Describe the Proposer's current programs utilized for training of new employees and for the continuing education of existing employees. Include the location of training records. Training records (Driver, Substance abuse and EMT) may be requested for review.

34) Describe how the medical director is utilized as a training resource for personnel.

35) Describe the experience and qualifications of line personnel (drivers, attendants, and dispatchers). This information should be based on the company's California area experience:

36) Complete the following Personnel Information Sheet:

	Management	Line Personnel
Number of Employees:		
Average Time in Profession:		
Average Time with the Proposer:		

37) Attach a copy of proposed or actual monthly report form to be utilized in obtaining Quality Assurance and Continuous Quality Improvement information per response. This report is to include, but not be limited to:
   a) Personnel numbers
   b) Call alert, dispatch, en route, on-scene, and available times
   c) Compliance to set response criteria
   d) Mileage to scene and from scene to receiving center
   e) Services performed
   f) Supplies and equipment expended
   g) Patient information (to include name, address, chief complaint, medical status, vital signs, chief complaint, disposition, patient medical doctor, insurance company, escort status, etc.)
   h) Other areas you recommend

SECTION H. PATIENT CARE/TRANSPORT SYSTEM DESIGN

38) Start-up Plan: Describe in detail how you propose to start operations in a timely manner. Include any time frames or delays due to equipment, vehicle acquisition, locations, personnel hiring, and additional training if needed.

39) In considering all the previous questions together, discuss in detail the system design you propose. Take into account the priorities of clinical excellence, consistent response times, and state-of-the-art systems management. It is the stated desire of the Fire Department to contract with an emergency ambulance transport provider that can work with the Fire Department to create organizational synergies that will lead to improved patient care, system continuity, and cost containment.

ATTACHMENT A

STATEMENT OF TRUTH

The Proposer acknowledges that is has read and fully understands all aspects of the RFP process, including, but not limited to, evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains final authority to award the Agreement for emergency ambulance services for the City of Garden Grove.

I, the Proposer, declare, under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that, should any information be found false, the City of Garden Grove may pursue any and all remedies authorized by law which shall include the right, at the option of the City of Garden Grove, of declaring any agreement made as a result thereof void.

IF SOLE OWNER:	
Signature of Owner	Date

IF PARTNERSHIP (JPA or merger):	
Signature of Partner (General Partner)	Date

IF CORPORATION:	
Signature of President	Date
Signature of Secretary	Date

ATTACHMENT B

BIDDER/PROPOSER STATEMENT REGARDING INSURANCE COVERAGE REQUIREMENTS

BIDDER/PROPOSER HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for Ambulance Transportation and Billing Services.

BIDDER/PROPOSER HEREBY CERTIFIES that he/she will submit required requested insurance certificates and endorsements within ten (10) City working days of the original request or the City reserves the right to proceed with the next highest scoring Proposer in the process.

Should we/I be awarded the Agreement, we/I certify that we/I can meet the specified insurance coverage requirements, including insurance coverage of the subcontractors (if applicable), and agree to name the **CITY** and other additional insured as per the Agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, before commencing the performance of the work specified. All insurance certificates and endorsements will be provided within ten (10) City working days of the original request or we/I understand that the City reserves the right to proceed with the next highest scoring Proposer in the process.

_____

Please Print (Person, Firm, or Corporation)

_____

Signature of Authorized Representative Date

_____

Please Print (Name & Title of Authorized Representative)

_____

Phone Number and Email

Insurance Certificates and Endorsements will be accepted via email and must be emailed to the following email address only: sandras@ci.garden-grove.ca.us. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next highest scoring Proposer in the process.

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

ss.

County of _____

_____, being first duly sworn deposes and says that he is _____ of _____ the party making the forgoing proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

By: _____

[ATTACH NOTARY ACKNOWLEDGMENT]

ATTACHMENT "D"

AGREEMENT FOR AMBULANCE TRANSPORTATION AND BILLING SERVICES

INDEPENDENT CONTRACTOR AGREEMENT

(Ambulance Transportation and Billing Services)

THIS AGREEMENT is made this _____, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and _____, (hereinafter referred to as "CONTRACTOR").

RECITALS

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

2. WHEREAS, CITY issued a Request for Proposals for Ambulance Transportation and Billing Services to obtain an exclusive primary provider of emergency ambulance transport services, including Basic Life Support ("BLS") and Advanced Life Support ("ALS") services.

3. WHEREAS, CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW; THEREFORE, CITY and CONTRACTOR mutually agree as follows:

Section 1. Scope of Work

CONTRACTOR shall perform BLS and ALS emergency ambulance transportation and other related services as set forth herein below in accordance with and as required by all applicable laws and by the terms and conditions of this agreement. The terms BLS and ALS as utilized throughout this Agreement shall be defined in the California Health and Safety Code and applicable provisions of the California Code of Regulations, as amended.

The scope of work to be performed by CONTRACTOR shall consist of those specifications and tasks set forth in the CITY's request for proposal, dated _____ in **Exhibit "A"**, attached and incorporated herein by reference.

CONTRACTOR warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standard of its professionalism.

CONTRACTOR acknowledges that CITY shall not be responsible for any compensation or reimbursement of expenses to the CONTRACTOR for any services provided under or arising from this Agreement, except as stated in Section 12. The primary financial compensation to CONTRACTOR for the services rendered under this Agreement will

be from funds received for fee-for-service billings and collections, and contractual arrangements with insurance organizations and other payers.

Section 2. Term and Term Renewal

This Agreement shall become effective on _____and shall continue in effect until _____, unless renewed in accordance with this Agreement.

1) The City Council reserves the right to terminate the Agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving CONTRACTOR ninety days (90) written notice.

2) The Fire Chief or his designee and CONTRACTOR shall meet annually to review the performance of CONTRACTOR and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.

CONTRACTOR may apply no later than six (6) months prior to the date of the expiration of the initial term for a five-year contract renewal, provided all of the following conditions are satisfied:

(1) The City Council finds and determines, by formal vote, that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.
(2) CONTRACTOR's request for renewal is submitted to CITY's Fire Chief no later than six (6) months prior to the expiration of the Agreement. CITY's Fire Chief has the ability to waive the six (6) month renewal time requirement.
(3) CITY's Fire Chief and City Manager both recommend renewal.

Section 3. Independent Contractor

It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

Section 4. Limitation Upon Subcontracting

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of CITY, except for back-up or mutual aid agreements. This Agreement may not be assigned, voluntarily or by operation of the law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of the Agreement by CITY, CONTRACTOR shall be responsible to CITY for acts and omissions of its subcontractors as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual

relationships between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

Section 5. Changes in Scope of Work

In the event of a change in the Scope of Work provided for in the Agreement documents as requested by CITY, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONTRACTOR's fees.

Section 6. Familiarity with Work

By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed and City territory to be served; and (2) it understands the facilities, difficulties and restrictions of the work under this Agreement.

Section 7. Time of Essence

Time is of the essence in the performance of this Agreement.

Section 8. Compliance with Law and Regulations

CONTRACTOR shall comply with all applicable laws, ordinance, codes and regulations of federal, state and local government. With regard to Section 12, "Advanced Life Support Cost Recovery", CITY and CONTRACTOR shall mutually use their best efforts to comply with state and federal laws and regulations that may relate to this subject matter.

CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licences; permits; approvals; waivers; and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Orange, and all other governmental agencies. CONTRACTOR shall notify CITY immediately and in writing of its inability to obtain or maintain such permits; licenses; approvals; waivers; and exemptions. The refusal of any such application, irrespective of appeal, shall require written notification of CITY.

As they affect the provision of the services hereunder, CONTRACTOR shall comply with the County of Orange Coded Ordinance 3517. CONTRACTOR shall further be subject to and comply with any laws, regulations or ordinances established by the following, as they now exist or may be hereafter amended:

A. California Highway Patrol
B. County of Orange including, but not limited to, the following agencies:
    1. Health Care Agency / Emergency Medical Services
    2. General Services Agency / Communications Division
C. State of California Emergency Medical Services Authority
D. City of Garden Grove

Section 9. Conflicts of Interest

CONTRACTOR covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having interest shall be employed by or associated with CONTRACTOR.

Section 10. Indemnity

CONTRACTOR agrees to protect, defend and hold harmless CITY, its elected and appointed officials and employees from any and all claims, abilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person or damage to property or interference with use of property and for errors and omissions committed by CONTRACTOR arising out of or in connection with the work, operation or activities of CONTRACTOR in carrying out its obligations under this Agreement.

With regard to the provision related to ALS cost recovery under Section 12, CITY agrees to protect, defend and hold harmless CONTRACTOR from any claims or damage arising out of CONTRACTOR's obligation under Section 12 of the Agreement in collecting ALS service fees except for claims or damages arising out of CONTRACTOR's errors or omissions.

Section 11. Insurance Requirements

Insurance required herein shall be provided by a licensed Insurer in good standing with the State of California. All Insurance requirements shall meet specifications detailed in the Request for Proposal and or clarifying memorandums as follows:

11.1 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.

11.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

11.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount not less than $5,000,000 per occurrence. 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. The general aggregate shall apply separately to this agreement; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(b) Automobile liability in an amount not less than $5,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

(c) Professional liability (Ambulance medical malpractice) in an amount not less than $5,000,000 per occurrence. 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. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the 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.

(d) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. (Claims made and modified occurrence policies are not acceptable.) Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 11.3 (a), 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 section 11.3 (b) 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.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate stating the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

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.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

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

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 are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

11.4. Notice of Cancellation / Termination of Insurance

The above policy shall not terminate, nor shall they be cancelled, nor coverage reduced, until after thirty (30) days' notice is given to CITY, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay premium.

11.5. Proof of Insurance Requirements

CONTRACTOR shall submit the endorsement and insurance certificate, including the deductible or self-retention amount, to CITY for certification that the insurance requirements of this Agreement have been satisfied prior to beginning any work under this Agreement.

11.6 Beginning of Service

CONTRACTOR shall not commence service under this Agreement unless all insurance provisions have been satisfied.

Section 12. Advanced Life Support Cost Recovery

CONTRACTOR and CITY acknowledge that CITY presently provides paramedic ALS. CITY does not receive 100% reimbursement of cost for such services. Accordingly, CONTRACTOR and CITY agree that they shall enter into this Agreement providing CONTRACTOR's retention of CITY ALS services and reimbursement by CONTRACTOR to CITY to cover CITY for its out-of-pocket expenses for such ALS services.

CONTRACTOR agrees to identify, code, bill and collect fees on behalf of CITY for emergency paramedic services rendered by CITY. CONTRACTOR agrees that all amounts billed and collected on behalf of CITY will be separately identified within the accounting records in sufficient detail to allow for verification by CITY pursuant to Section 13. Audits and that such records will be retained for the current year of operation and the preceding six (6) years of services, CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of CITY during the immediately proceeding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by CITY.

The services covered by this Agreement include situations where patient is transported in a BLS ambulance of CONTRACTOR and the ambulance crew is supplemented by a city paramedic. CONTRACTOR shall bill patients or their insurance company for ALS service.

Upon receipt of payment by the patient or third party payors, CONTRACTOR shall pay CITY the difference between what would have been paid for ALS transport verses what would have been paid for BLS transport. In those instances where partial payment is received, CONTRACTOR shall retain all dollars until the amount collected exceeds the BLS charges.

CITY is only entitled to be reimbursed for use of its paramedic when a paramedic is actually provided and a paramedic is medically necessary due to the condition of the patient.

If, after payment is made by CONTRACTOR to CITY, an overpayment is assessed against CONTRACTOR by any third party payor claiming ALS (i.e., the paramedic) was not medically necessary, CITY shall refund to CONTRACTOR the amount of such overpayment and any accessed interest or penalties, whether calculated individually or through statistical sampling.

CITY shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Pre-Hospital Care Report completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.

Section 13. Audits

At any time during normal business hours, with reasonable notification, and as often as may reasonably be deemed necessary by CITY, CITY's representatives may observe CONTRACTOR's operations and CONTRACTOR shall make available to CITY for its examination, its records with respect to all matters covered by this Agreement, including patient medical records, and CITY may audit, examine, copy and make excerpts or transcripts from such records, including financial records, related to matters covered by this Agreement.

Section 14. Payment of Pre-Hospital Supplies

CONTRACTOR shall reimburse CITY on a quarterly basis and remit to CITY no later than thirty (30) days following the end of the quarter a minimum of Thirty-two dollars and Sixty-six cents ($32.66) per transport, or such amount as may be adjusted by County of Orange, to cover the cost of expendable medical supplies, including but not limited to patient pre-hospital care supplies.

Section 15. Controlling Provisions

In the event of a conflict between the provision between this Agreement and the CITY's Request for Proposal, the terms of the Request for Proposal shall control.

SECTION 16. Disputes Between CONTRACTOR and CITY

Either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the parties hereto, at which such parties shall attempt to resolve such dispute. CITY's Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties within thirty (30) days, the dispute may be referred by either party to the City Manager. The decision of the City Manager shall be final.

Section 17. Assignment and Delegation

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of CITY, of which consent may be withheld with impunity by CITY. Any attempt, assignment or delegation in derogation of this paragraph shall be void. For purposes of this Section, a transfer or sale by any shareholder of greater than ten percent (10%) of the stock currently issued by CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

Section 18. Termination

This Agreement may be terminated for cause based upon a material breach of contract. The party proposing termination based upon breach shall serve a written notice allowing the breaching party at least 10 days to cure the breach. If the breach is not cured on the part of the CONTRACTOR, the City manager of the CITY, or his designee, may terminate the Agreement, unless the breaching party is diligently pursuing the cure and the cure cannot be rectified within ten (10) day period set forth above. The City Manager's decision shall be final.

Section 19. Notices

All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery or service of process:

(Address of CITY)	(with a copy to):
City of Garden Grove	Garden Grove Fire Department
11222 Acacia Parkway	11301 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92842

To Contractor: XXXXXXXXXXXX
Attention: XXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

Section 20. Attorneys' Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 21. Judicial Resolution of Breach of Contract

In the event of termination of this Agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation in the County of Orange. The laws of the State of California shall govern any such dispute.

Section 22. Ownership of Records and Confidential Information

In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 USC § 1320d ("Protected Health Information"), during the course of performing services under this Agreement, each party may from time to time receive confidential information about the other, including but not limited to, information about the party's customers, patients,

practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to CONTRACTOR's performance of services hereunder are and shall be the property of CONTRACTOR. If a party is served with a public records request, subpoena, or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after receipt) notify the supplying party and shall, at no cost to CITY, cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

Section 23. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous negotiations between them pertaining to the subject matter thereof.

\\\\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By:_____
City Manager

ATTESTED:

_____
City Clerk

Date: _____

"CONTRACTOR"
XXXXXXXXXXXXXXXXXXX

By: _____

Name:_____

Title:_____

Date: _____

Tax ID No. _____

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:

_____
Garden Grove City Attorney

_____
Date

City of Garden Grove
RFP S-1207
Ambulance Transportation and Billing Services

Request for Proposal Submission Checklist

Proposer's Name_____

Address_____

Contact Person_____

Title_____

Phone Number ( )

Email Address _____

This portion of the proposal is to be rated at a pass/fail, for mandated items, and yes/no for non-mandated items included. A fail mark in any one of the following criteria may be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be in the sole discretion of the Fire Chief if it is determined to be in the City's best interest. It is in the Proposer's best interest to ensure that the proposal meets all of following proposal submission criteria.

Proposal was received by the Purchasing Agent prior to submission deadline. ☐**Pass** ☐ **Fail**

Purchasing Agent Signature: _____ **Date**_____

		Pass	Fail
1.	Attended mandatory proposal (pre-submission) conference held on Monday, January 19, 2017.	☐	☐
2.	Proposal included five (5) sealed copies with the original so marked and a CD.	☐	☐
3.	SECTION B. EXPERIENCE, Item # 5, Page 36, 5 yrs. min	☐	☐

SPECIAL PROVISIONS & SECTION A. ADMINISTRATION (Pages 12 & 35) of the RFP)

		Pass	Fail
4.	The following was submitted with proposal		
	a. Statement of Truth	☐	☐
	b. Bidder/Proposer Statement Regarding Insurance Coverage Req.	☐	☐
	c. Non-Collusion Affidavit (Must be Notarized)	☐	☐
	d. Hold Harmless and Indemnification Clause	☐	☐
	f. Statement to provide additional information	☐	☐
	g. Right to audit letter	☐	☐

FORMAT & FORM (Pages 9 & 35 of the RFP)	Pass	Fail
5. The proposal format and table of contents strictly adheres to the table of contents, titles, and numbering convention employed in the Proposal Submission Form as follows: Section A. Administration (#1-8) Section B. Experience (#1-19) Section C. Operational Systems (#20-22) Section D. Patient Billing Systems (#23) Section E. Financial Analysis (#24-26) Section F. Vehicle Maintenance and Records (#27-31) Section G. Personnel Training and Records (#32-37) Section H. Patient Care/Transport System Design (#38-39)	☐	☐
6. Proposal packages are clearly marked with proposal name, submission deadline, Proposer name, address, and name and phone number of contact person.	☐	☐
7. Proposal Cover Letter.	YES	NO
8. Proprietary materials submitted separately.	YES	NO

INSURANCE COVERAGE REQUIREMENTS (Pages 10-12 of the RFP)	Pass	Fail
9. Bidder/Proposer Statement Regarding Insurance Coverage Requirement was signed by Proposer certifying that insurance requirements are understood and will be met if awarded the contract within ten (10) City working days or City can proceed with the next highest scoring proposal. Proposer has agreed to provide the insurance with limits not less those required.	☐	☐
10. Alternate form of insurance approved by Risk Management. (this applies to self-insured providers only)	☐	☐

APPENDIX A

SAMPLES INSURANCE CERTIFICATES AND ENDORSEMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

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 ... ES BELOW.

Insured Name
Should be exactly the same as
in contract

INSURED

INSURER A:

INSURER B:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO T... ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR O... MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIB... POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ... NOTWITHSTANDING MAY BE ISSUED OR CONDITIONS OF SUCH

Policy Expiration Date
Is the policy still current?

LTR	TYPE OF INSURANCE	POLICY NUMBER				
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ANY AUTO				EACH ACCIDENT AGGREGATE	$ $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $					$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	OTHER Professional Liability & Contractors Pollution Liability				Each Claim Aggregate Each Claim Deduct.	

Policy Number
Should be clearly visible and
match endorsement

Insurance Limits
Are the limits
correct?

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS

Cancellation wording
Is it properly amended?

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92840

USA

CANCELLATION 30 days NOC for non-payment of premium.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ATTEMPT TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97) Katherine

© ACORD CORPORATION 1988

Certificate holder must match
entity in contract

SAMPLE

Rev B: 10/21/09

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Garden Grove, it's officers, officials, employees, agents and volunteers.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Schedule required with listed information

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

SAMPLE

CG 20 26 07 04 © ISO Properties, Inc., 2004 Page 1 of 1

Revision A: 09/09/2009

Stated as Primary and Non-contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

SAMPLE

Very Important:
The endorsement must be primary and non-contributory.
Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-85 (08-03) Policy Number: Transaction Effective Date

Revision A: 09/09/2009

Policy number is clearly stated.
Does it match the insurance certificate?

POLICY NUMBER: ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME: CITY OF GARDEN GROVE

ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842

Attention: Risk Management

Schedule required with listed information

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Copyright, The Travelers Indemnity Company, 1998

Revision A: 09/09/2006

Policy number is clearly stated on endorsement.
Does it match the insurance certificate?

POLICY NUMBER:

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 p r the Who Is An Insured Provision of the Coverage Form. Th the Coverage Form.

Signature required

This endorsement changes th nless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):
City of Garden Grove, it's 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 Covera

Schedule required with listed information

Copyright, Insurance Services Office, Inc., 1998

Revision A: 09/09/2009

Policy number is clearly stated on Commercial General Liability Endorsement.
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	

Schedule required with listed information

Location as stated in Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

SAMPLE

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Revision A: 09/09/2009