

# AGREEMENT FOR AMBULANCE TRANSPORTATION AND BILLING SERVICES

## INDEPENDENT CONTRACTOR AGREEMENT

(CARE Ambulance Service, Inc.)

**THIS AGREEMENT** is made this 25<sup>th</sup> 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 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.
- 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: \_\_\_\_\_

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

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

**ATTESTED:**

\_\_\_\_\_  
City Clerk

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

**"CONTRACTOR"**  
**CARE Ambulance Service, Inc.**

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

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

**SECTION III. MINIMUM ACCEPTABLE  
OPERATIONAL STANDARDS AND PROCEDURES**

<b>EXPERIENCE</b>
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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.

<b>DISPATCH/RESPONSE</b>
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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, excluding incidents as described in Section III, Dispatch/Response, Item 7, and exemptions 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 chassis, 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. [NOTE: CONTRACTOR agreed to waive this fee in its proposal.]~~
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~~ \$26.00 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.