

AGREEMENT BIBLIOGRAPHY

Agreement With:	Care Ambulance Service, Inc. aka FCA Corporation
Agreement Type:	To provide ambulance services
Date Approved:	09 01 2004
Start Date:	09 01 2004
End Date:	04 24 2017
Contract Amount:	See agreement
Comments	File No. 55 Includes Amendments 1-2 and Consent to Transfer to FCA Corp. Fire Department
Insurance Expiration:	10 01 2014
Date Archived:	ARCHIVED 01/17/2018

AMENDMENT NO. 2 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

CARE AMBULANCE SERVICE, INC

AKA

FCA CORPORATION

TO PROVIDE AMBULANCE SERVICES

APPROVED

JUNE 24, 2014



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.*

Bruce A. Broadwater
Mayor

Dina Nguyen
Mayor Pro Tem

Steven R. Jones
Council Member

Christopher V. Phan
Council Member

Kris Beard
Council Member

August 12, 2014

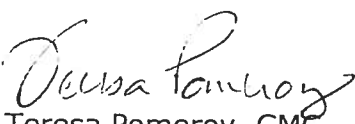
Care Ambulance Service, Inc.
1517 Braden Court
Orange, CA 92868

Enclosed is a copy of Amendment No. 2 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 June 24, 2014.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Fire Department

City of Garden Grove

AMENDMENT NO. 2

FOR: Contractor to Provide Emergency Medical Transportation in the City.

This Amendment No. 2 to Agreement is made and entered into this 24th day of June, 2014, 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

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

WHEREAS, the State of California (STATE) has informed CITY that the CITY must conduct a new competitive procurement process;

WHEREAS, the CITY has prepared a Request for Proposals (RFP) for ambulance services, but STATE has withheld approval of the final RFP;

WHEREAS, as a result of the STATE withholding approval of the final RFP, an extension to CITY's existing ambulance Agreement is required pending completion of the RFP process; and

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

AGREEMENT

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

1. Term and Term Renewal, shall be revised as follows:

The parties hereto agree to extend the term of the Agreement from August 31, 2014 through the time that a 30-day notice of cancellation of the Agreement is provided by either the CONTRACTOR or the CITY. Each party reserves the right to issue the 30-day notice of cancellation of the Agreement at its sole option and without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Agreement. CONTRACTOR is required to present evidence to support performed work.

2. Proof of Insurance Requirements - shall be revised as follows:

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.

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.

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

- (a) Commercial general liability in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate. Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. 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 \$3,000,000 per occurrence, \$6,000,000 aggregate. The general aggregate shall apply separately to this agreement; 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 4.3 (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 4.3 (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.

4.3 (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 establishing that 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.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed by their respective officers duly authorized on the date first written above.

Date: 8-7-14

"CITY"
CITY OF GARDEN GROVE


By: 
City Manager

ATTESTED:


City Clerk

Date: August 12, 2014

"CONTRACTOR"
Care Ambulance Service, Inc.

By: 
Name: Troy M. Hagen
Title: CEO
Date: 6-11-2014

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: 6/18/14



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/29/2014

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(les) must 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
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

Karen J. Miller
Karenj.miller@aon.com
847-442-6535 com

CONTACT
NAME:
PHONE
(A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL
ADDRESS:

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

Mitch Felde
714-288-3815

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyd's Syndicate No. 2623	AA1128623
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:	Steadfast Insurance Company	26387
INSURER E:	<i>Abby Bell</i>	
INSURER F:	<i>abby.bell@aon.com</i>	

mitchf@careambulance.net

COVERAGES CERTIFICATE NUMBER: 570054730404

REVISION NUMBER: 312-381-4119

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			W143B7130101	10/01/2013	10/01/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMPI/OP AGG \$5,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-631-510005-023	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			UMB541477000	10/01/2013	10/01/2014	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A		WA763D510005013	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Med Prof			W143B7130101	10/01/2013	10/01/2014	Ea. Medical Incident \$5,000,000 Aggregate Limit \$5,000,000 Abuse/Molestation \$3,000,000

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

The City of Garden Grove, its officers, officials, agent, employees & volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile policies. Policies evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. The umbrella policy states - the following is an insured under this policy to the extent set forth: Any person or organization which is an insured under the terms of the "governing underlying insurance policy", unless specifically excluded by this policy.

CERTIFICATE HOLDER

CANCELLATION

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

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

Aon Risk Services Northeast, Inc.

©1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD. Reviewed and approved as to insurance language and/or requirements.

* Excess endorsement
to follow - ok per
Kingston

Neixun Jay
Risk Management
8-10-14

Holder Identifier:

Certificate No : 570054730404

Effective date of this Endorsement: 04-Aug-2014

This Endorsement is attached to and forms a part of Policy Number: W143B7130101 ✓
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the
"Underwriters"

ADD ENDORSEMENT WITHOUT ADDITIONAL PREMIUM

This endorsement modifies insurance provided under the following:

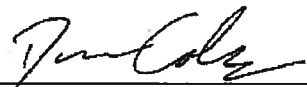
Beazley Miscellaneous Healthcare

It is hereby understood and agreed that the following endorsement(s) is added to the Policy:


SCHEDULED ADDITIONAL INSURED ENDORSEMENT WITH NOTICE OF CANCELLATION –
GENERAL LIABILITY COVERAGE ONLY (WITH WAIVER/PRIMARY COVERAGE)

EFL002082014

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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

Risk Management
8-6-14

Effective date of this Endorsement: 04-Aug-2014

This Endorsement is attached to and forms a part of Policy Number: W143B7130101 ✓
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT WITH NOTICE OF CANCELLATION –
GENERAL LIABILITY COVERAGE ONLY (WITH WAIVER/PRIMARY COVERAGE)**

This endorsement modifies insurance provided under the following:

Beazley Miscellaneous Healthcare

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely in relation to coverage provided under **INSURING AGREEMENTS, A. 2. General Liability**, Clause II. **PERSONS INSURED** is amended to include the Additional Insured Entity(ies) listed in Item 4. below for which the **Insured** has assumed such entity's liability in a written contract or agreement (an "Additional Insured") solely for services rendered by or on behalf of the **Named Insured** and that is also named in a **Claim** if all of the following conditions are met:
 - A. The **Claim** against the Additional Insured seeks damages for which the **Insured** has assumed liability;
 - B. This insurance applies to such liability assumed by the **Insured**;
 - C. The obligation to defend the Additional Insured has also been assumed by the **Insured** in the same contract or agreement;
 - D. The Additional Insured and the **Insured** ask the Underwriters to conduct and control the defense of that Additional Insured against such **Claim**;
 - E. The Additional Insured agrees in writing to:
 - i. Cooperate with the Underwriters in the investigation, settlement or defense of the **Claim**;
 - ii. Immediately send the Underwriters copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
 - iii. Notify any other insurer whose coverage is available to the Additional Insured; and
 - iv. Cooperate with the Underwriters with respect to coordinating other applicable insurance available to the Additional Insured;
 - F. The Additional Insured provides the Underwriters with written authorization to:
 - i. Obtain records and other information related to the **Claim**; and
 - ii. Conduct and control the defense of the Additional Insured in such **Claim**.
2. The **Named Insured** waives any right of recovery the **Named Insured** may have against any person or organization, where required by the **Insured's** written contract with the Additional Insured, because of payments made by the **Named Insured** for **Damages and Claims Expenses** arising out of the **Named Insured's** operations.
3. The coverage provided in this endorsement shall be primary and not contributing with any other insurance maintained by the Additional Insured, subject to the provisions set forth above.
4. City of Garden Grove, its officers, officials, agents, employees, and volunteers

5. In addition to the provisions of Clause **XIX. CANCELLATION**, in the event the Underwriters cancel this Policy for any reason other than non-payment of premium, the Underwriters will provide 30 days written notice to the Additional Insured after notifying the **Insured**. However, this advance notification of pending cancellation of coverage is intended as a courtesy only and the Underwriters' failure to provide such advance notification will not extend the Policy cancellation date nor negate cancellation of the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

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.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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

Premium: \$ INCL

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.

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

Heidi M. Jay
Risk Management
8-6-14

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 the 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.

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Garden Grove's its officers, officials, employees, agents and volunteers.
Effective 10/01/2013
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.

Reviewed and approved as to insurance language
and/or requirements

Heidi M. Jay
Risk Management
8-6-14

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
----	--	---

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

✓ 8-6-14

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.

(2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

Policy Number: AS2-631-510005-023 ✓
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

City of Garden Grove CA

Effective 10/01/2013

Regarding Designated Contract or Project:

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

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Reviewed and approved as to insurance language
and/or requirements.
Heidi M. Jay
Risk Management
8-6-14

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$

Person or Organization
City of Garden Grove, its officers,
officials, agents, employees, and
volunteers.

Job Description

Premium is included in the
California blanket waiver's premium
charge.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-63D-510005-013

Effective Date 10/01/2013

Premium \$

Issued to Falck USA, Inc.

Endorsement # 24

Governing Underlying Insurance Policy



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
UMB 5414770-00	October 1, 2013	October 1, 2014	October 1, 2013	18687000	\$0	\$0

Named Insured and Mailing Address:

Falck USA, Inc.
21540 30th Drive – Suite #250
Bothell, WA 98021

Producer:

Aon Risk Services Northeast
199 Water Street
New York, NY 10038

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: W143B7130101 ✓

Name of issuing Insurance Company: Beazley USA Services, Inc. / Syndicates 2623/62 at Lloyd's

Type of insurance: Miscellaneous Medical Professional, General Liability, Products/Completed Operations
Liability and Employee Benefits Liability Insurance

Policy term: October 1, 2013 to October 1, 2014

Policy Number: AS2-631-510005-023 ✓

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: October 1, 2013 to October 1, 2014

Policy Number: AS2-631-510005-053 ✓

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: January 1, 2013 to January 1, 2014

Policy Number: AS2-631-510005-063

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: March 1, 2013 to March 1, 2014

8-6-14

Policy Number: WA7-63D-510005-013

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Workers Compensation and Employers Liability Insurance Policy

Policy term: October 1, 2013 to October 1, 2014

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AMENDMENT NO. 2 TO THE AGREEMENT WITH CARE AMBULANCE SERVICES,
INC. TO PROVIDE EMERGENCY MEDICAL TRANSPORTATION SERVICES
(F: 55-FCA Corporation aka Care Ambulance)

It was moved by Council Member Beard, seconded by Council Member Jones that:

Amendment No. 2 to the Agreement with CARE Ambulance Services, Inc., extending the term of the agreement until the Request for Proposal (RFP) process is completed, be approved; and

The City Manager be authorized to execute the Agreement on behalf of the City, and to make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Broadwater, Jones, Nguyen, Phan
Noes: (0) None
Absent: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: Dave R. Barlag

Dept: City Manager

Dept: Fire

Subject: APPROVAL OF AMENDMENT NO. 2
TO THE AGREEMENT WITH CARE AMBULANCE
SERVICES INC, TO PROVIDE EMERGENCY
MEDICAL TRANSPORTATION SERVICES

Date: June 24, 2014

OBJECTIVE

To obtain City Council approval of Amendment No. 2 of the current agreement with CARE Ambulance Services, Inc. ("CARE"), extending the term of the agreement for emergency medical transportation services in the City of Garden Grove.

BACKGROUND/DISCUSSION

The Fire Department is in the process of developing a Request for Proposals (RFP) for emergency medical (ambulance) transportation services. It has been determined that the process will be completed after the existing agreement with CARE expires.

CARE currently provides emergency ground ambulance transportation services in the city. An extension of the existing agreement is required for uninterrupted service in emergency medical transportation pending completion of the RFP process. All existing terms, conditions, and provisions of the current agreement will remain in effect during the extension period.

FINANCIAL IMPACTS

If the current agreement is not extended, the City stands to lose reimbursements from CARE for fire department out-of-pocket expenses in medical supplies, paramedic personnel costs through ALS pass-through, and non-resident fees. CARE currently recovers these costs for the City.

APPROVAL OF AMENDMENT NO. 2
TO THE AGREEMENT WITH CARE AMBULANCE
SERVICES INC, TO PROVIDE EMERGENCY
MEDICAL TRANSPORTATION SERVICES
June 24, 2014
Page 2

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 to the Agreement with CARE Ambulance Services, Inc. extending the term of the agreement until the RFP process is completed; and
- Authorize the City Manager to execute the Agreement on behalf of the City, and to make minor modifications as appropriate.


DAVID R. BARLAG
Fire Chief

By: Lucia Medina-Whittaker 
Senior Administrative Analyst

Attachment: Amendment No. 2

Recommended for Approval


Matthew Fertal
City Manager

CONSENT TO TRANSFER AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

CARE AMBULANCE SERVICE, INC
AKA
FCA CORPORATION

TO PROVIDE AMBULANCE SERVICES

APPROVED

NOVEMBER 23, 2010



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

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

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

December 17, 2010

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

Enclosed is a copy of the Consent to Transfer Agreement by and between Care Ambulance Service, Inc., and FCA Corporation to provide Fire/EMS Emergency Ambulance Transportation and/or related services for the city of Garden Grove.

The Agreement was approved at the City Council meeting held on ~~December 14,~~ ^{November 23} 2010.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: FCA Corp. c/o O'Melveny & Myers LLP
Finance Department
Finance Department/Purchasing
Fire Department

CONSENT TO TRANSFER AGREEMENT

THIS CONSENT TO TRANSFER AGREEMENT ("Consent to Transfer Agreement") is made and entered into this day of December, 2010 (the "Effective Date") by and between Care Ambulance Service, Inc., a California corporation (hereinafter, the "Transferor") and FCA Corp., a California corporation (hereinafter, the "Transferee") for the purpose of obtaining the consent of the City of Garden Grove (hereinafter, the "City") to the transfer of ownership of all of Transferor's stock to Transferee (the "Transfer") consistent with the requirements under the Agreement specified hereinbelow for provision of Fire/EMS emergency ambulance transportation and/or related services.

RECITALS

WHEREAS, the Transferor and City entered into an agreement between the City of Garden Grove and Care Ambulance Service, Inc. for provision of Fire/EMS Emergency Ambulance Transportation and/or Related Services dated September 1, 2004 and amended on August 25, 2009, (the "**Agreement**"). A true and correct copy of the Agreement is attached hereto as **Exhibit A**;

WHEREAS, the Agreement requires that Transferor obtain the prior written consent of the City before the transfer of greater than ten percent (10%) of the stock of Transferor;

WHEREAS, Transferor has made a request to the City that City consent to the transfer to Transferee of one hundred percent (100%) of the stock issued by Transferor; and

WHEREAS, City is willing to consent to the transfer upon approval and complete execution of this Consent to Transfer Agreement.

NOW THEREFORE, it is mutually understood and agreed by the parties as follows:

1. Consent of City. Upon valid approval and execution of this Consent to Transfer Agreement by all parties hereto, City consents to the transfer to Transferee of one hundred percent (100%) of Transferor's outstanding stock.

2 Representation and Warranty. Transferor and Transferee jointly and severally represent, warrant and guarantee that, during the term of the Agreement

(a) Transferor will continue to perform all its duties, obligations and performance requirements as set forth in the Agreement at all times during the term of the Agreement; and

(b) In connection with the Transfer, (i) Transferor does not intend to terminate the employment of any members of the current management team (Bob Barry, Bill Weston, Laura Vartanian, Ben Baker and Mitch Felde), and (ii) Transferor intends to enter into private, confidential employment agreements with such members of the current management team, which will govern the terms of their respective employment relationships; and

(c) There will be no adverse impact upon Transferor's financial ability to perform its duties and obligations as set forth in the Agreement caused in whole or in part by the transfer. Transferee agrees to remedy any such adverse impact(s) within fifteen (15) days of receipt of written demand from City;

(d) Neither Transferor nor Transferee shall delegate, assign its rights or otherwise transfer its obligations in whole or in part, under the Agreement or under this Consent to Transfer Agreement, without the prior written consent of City, except as permitted by the Agreement. Except in connection with the contemplated Transfer, neither Transferor nor Transferee shall cause or permit a change in the shareholders in Transferor or other transfer of greater than ten percent (10%) of stock issued by Transferor to any other person or entity without the prior written consent of City.

3. Notices. All notices and demands hereunder and communications regarding the interpretations of the terms of this Consent to Transfer Agreement, or changes thereto, shall be effected by delivery in person or by deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Transferor: Care Ambulance Service, Inc.
1517 W. Braden Ct.
Orange, CA 92868

To Transferee: FCA Corp., a California corporation
c/o O'Melveny & Myers LLP
610 Newport Center Drive
Newport Beach, CA 92660

To City: City of Garden Grove Fire Department
11301 Acacia Parkway
Garden Grove, CA 92840

And

City Attorney
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

4. Binding Effect. This Consent to Transfer Agreement shall be binding on and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.

5. Integrated Agreement: Amendments. Nothing herein amends the terms or conditions set forth in the Agreement. This Consent to Transfer Agreement contains all of the agreements of the parties pertaining to consent to the transfer and cannot be

amended or modified except by written agreement signed by and approved by all three parties.

6. Governing Law. This Consent to Transfer Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Effect of Partial Invalidity. If any term, provision, or application of this Consent to Transfer Agreement is held invalid or unenforceable, the remainder of this Consent to Transfer Agreement and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

8. Authority to Execute. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Consent to Transfer Agreement and that such execution is binding on the entity for which he or she is executing this document.


This Consent to Transfer Agreement shall be effective upon execution by all parties,

(Signature page follows).

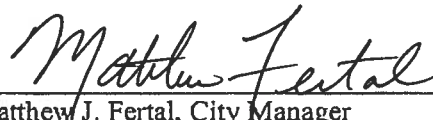
IN WITNESS WHEREOF, the parties hereto have caused this Consent to Transfer Agreement to be executed on the date first above written.

CARE AMBULANCE SERVICE, INC.

By:  Date: 12/16/10
Rick W. Richardson
President

By:  Date: 12/16/10
Dan Richardson
Secretary

CITY OF GARDEN GROVE

By:  Date: 12-17-10
Matthew J. Fertal, City Manager

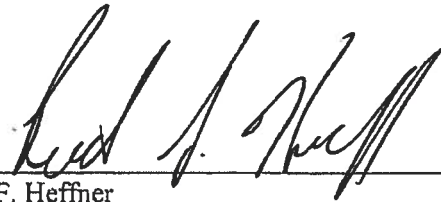
ATTEST:


City Clerk

APPROVED AS TO FORM:


Thomas F. Nixon, City Attorney

FCA CORP,

By:  Date: 12-16-10
Robert F. Heffner
President


By:  Date: 12/16/10
Dan Richardson
Director

Exhibit A

Independent Contractor Agreement (Ambulance Services)
between City of Garden Grove and Care Ambulance Service,
Inc, for provision of Fire/EMS Emergency Ambulance
Transportation and/or Related Services dated September 1, 2004

and

Amendment No. 1 to Independent Contractor Agreement
(Ambulance Services) dated August 25, 2009

INDEPENDENT CONTRACTOR AGREEMENT

(Ambulance Services)

THIS AGREEMENT is made this 1st day of September 2004, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and Care Ambulance Service, Inc., (hereinafter referred to as "CONTRACTOR").

RECTICALS

WHEREAS, CITY issued a Request for Proposals for Emergency Medical Transportation and Related Services to obtain an exclusive primary provider of ambulance transport services.

WHEREAS, CITY issued a Request for Proposals for Emergency Ground Ambulance Service ("EAS") to obtain an exclusive primary provider of Basic Life Support ("BLS") and Advanced Life Support ("ALS") ambulance transport services.

WHEREAS, CITY desires to retain the services of CONTRACTOR regarding CITY's proposal to contract for Emergency Ground Ambulance Service ("EAS"), and

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 04/15/04 and as further described 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.

Section 2. Term and Term Renewal

This Agreement shall become effective on September 1, 2004 and shall continue in effect until August 31, 2009, 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 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 two (2) one-year contract renewals or one (1) two-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 and Assignments

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 contract 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

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.

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.

Section 11. Insurance

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.

Section 11.1. Notice of Cancellation / Termination of Insurance

The above policy/procedure 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.

Section 11.2. Proof of Insurance Requirements

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

Section 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 proceeding 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, 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, 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 Eighteen dollars and Fifteen cents (\$18.15) 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 can not be rectified within ten (10) day period set forth above. His decision shall be final and binding on behalf of CITY.

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: City of Garden Grove
 Fire Department
 11301 Acacia Parkway
 Garden Grove, CA 92840

To Contractor: Care Ambulance Service. Inc.
 Dan Richardson, Co- CEO
 1517 Braden Court
 Orange, CA 92865

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

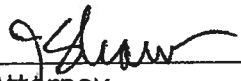
In the event of termination of this agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation. The laws of the State of California shall govern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

Section 22. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Approved as to form:


City Attorney

Date: 9/30/04

Attest:


City Clerk

Date: 9/27/04

By: 
Mayor

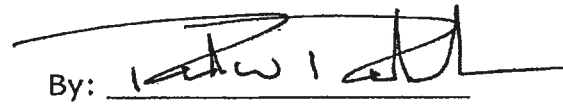
By: 
CONTRACTOR

Exhibit "A"

Scope of Work

1. Rules and Regulations

- 1.1 CONTRACTOR shall adhere to the rules and regulations pertaining to emergency ground ambulance services as adopted by CITY pursuant to the Garden Grove Municipal Code Section 5.10.140 (b).

2. Services

- 2.1 CONTRACTOR shall possess, maintain, and provide such equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a 24-hour basis to requests by the Emergency Dispatch Center for Emergency Medical Transportation Services.
- 2.2 CONTRACTOR shall initially furnish three (3) new chassis, Type III Modular ambulances to be used exclusively for emergency ambulance transports originating within CITY.
- 2.3 CONTRACTOR shall ensure that personnel and the three (3) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by CITY's Fire Chief. Staff for each ambulance shall be housed in accordance with EMSA standards.
- 2.4 CONTRACTOR shall adhere to response time standards as agreed upon between CITY and CONTRACTOR.
- 2.5 Personnel performing duties under the terms and conditions of the Agreement, shall meet the requirements of ordinances of CITY and shall be subject to the following:
 - A. The ambulance service provider shall insure compliance by all employees to all applicable provisions of:
 - 1) The California Health and Safety Code
 - 2) The California Vehicle Code
 - 3) The County of Orange Ordinance No. 3517
 - 4) The County of Orange Emergency Medical Service policies and procedures
 - 5) All other applicable federal; state; and local laws; regulations; and statutes
 - B. 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.

- C. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
- D. 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.
- E. Provider shall be responsible to ensure that all personnel working in Garden Grove conform to company and CITY uniform and grooming standards, and present him or herself in a positive and professional manner.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. While the proposer is an independent CONTRACTOR, this RFP requires CONTRACTOR to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of CONTRACTOR is patient care and transportation. 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.

- K. 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.

2.6 CONTRACTOR shall install and maintain the following radios in each first line and reserve units, as required by any laws, regulations, standards, or requirements set forth in the Agreement.

- A. 800 megahertz radio.
- B. Modats status bar if dispatched by Metro-Net

2.7 Dispatch

- A. It is the responsibility of the ambulance provider 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.
- B. The company awarded this contract 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.
- C. 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.
- 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. The supervisor shall be available through the provider's dispatch.
- E. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:
 - 1) Capable of primary and secondary communication systems.
 - 2) Capable of data, (electronic handshake), and voice communication with Metro Net. (Any proposal 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).
- F. 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.

2.8 During the life of this contract, CITY and CONTRACTOR may meet and confer on the following items:

- A. The use of Metro Cities Dispatch Center for emergency dispatch of ambulances.
- B. The need of a CAD to CAD link.
- C. AVL's within ambulances.
- D. The return of paramedics and or equipment to fire stations performed by CONTRACTOR.
- E. CONTRACTOR providing ALS equipment for use by paramedics.

3. Licenses and Law

3.1 CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses; 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.

3.2 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

4. Reports

4.1 The provider, or CITY, shall provide monthly reports containing the following response data.

- A. Time of dispatch alert for Metro Cities JPA
- 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

- 4.2 Continuous Quality Improvement (CQI) Reporting: CITY and CONTRACTOR 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.

5. On Scene Procedures:

- 5.1 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 Orange County EMSA policies and procedures.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 Ambulance personnel shall not participate in any fire fighting or rescue operation.
- 5.7 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.
- 5.8 During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under this agreement shall be interrupted from the moment the disaster situation is made known to CONTRACTOR by the fire department. Immediately upon such a

notification, 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, 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, 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 CONTRACTOR to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.

6. Vehicle Supplies, Equipment and Supplies

6.1 Supplies and Equipment:

- A. Supplies carried onboard ambulances:
 - 1) All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by Orange County EMSA 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 the following:
 - a) Bag valve mask resuscitator, adult with variable mask sizes
 - b) Bag valve mask resuscitator, pediatric with variable mask sizes
 - c) Heavy gloves to be used for blood or body fluid protection
 - d) Disposable Latex gloves, medium, large and x-large, two (2) boxes
 - e) Suction unit that complies with Orange County EMS Policies and Procedures
 - f) 12 Lead EKG/Defibrillator

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

B. 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.

6.2 Vehicles – Quality of Vehicles and Maintenance Practices:

A. CONTRACTOR shall specify in their proposal the ambulance types and make and mileage for primary responding units and reserve units. The ambulances will be dedicated solely for the CITY and not subject to ever-day coverage for other agencies or internal private use. Additionally, the amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the contract. Modular type III ambulances will be considered a minimum acceptable level for service in the CITY. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, and/or County of Orange EMSA.

B. CONTRACTOR 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 contract.

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

D. Commitment to driver training: CONTRACTOR shall describe the driver-training program employed by the proposer to prepare and maintain safe operations of their ambulances.

E. Maintenance and maintenance records: CONTRACTOR 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 life of the contract. Ambulances shall be maintained in accordance to these maintenance schedules and records.

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

- G. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by CONTRACTOR immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.
- H. CONTRACTOR shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

CITY OF GARDEN GROVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF GARDEN GROVE

Date: 9-1-09

By: Matthew Fata
City Manager

ATTESTED:

Kathleen Bauer
City Clerk
Date: 9/3/09

Date: AUGUST 19, 2009

"CONTRACTOR"
CARE AMBULANCE SERVICE, INC.

By: Dan Richardson

Name: DAN C. RICHARDSON

Title: CO-CEO

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

APPROVED AS TO FORM:

Thomas F. Nixon for
Thomas F. Nixon, City Attorney

ATTACHMENT A

BILLING

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2009

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

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

INSURED

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Admiral Insurance Company 24856 A, XV A, XII

INSURER B Scottsdale Insurance

INSURER C Lloyds of London

INSURER D

INSURER E

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> Retro Date: 7/15/02 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY	C0000000461-05 Medical Professional Liability-Separate Limits See Below. Claims Exposure: \$2m (In addition to limits) Applies to GL & MPL	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA90089294	7/15/2009	7/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR DEDUCTIBLE RETENTION \$	XL50060283* Excess Liability over Primary Auto Liability Only. Underlying ondt #XLS-SP-1 attached	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Auto Excess Liab. \$ Follows Form over \$ Primary Auto Liab. \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Medical Professional Liab.	C0000000461-05	7/15/2009	7/15/2010	Limit-Any One Occ \$3,000,000 Limit-Aggregate \$6,000,000

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

"Proof of Coverage" The City of Garden Grove, its officers, officials, agents, employees & volunteers are Incl. as Add'l Insureds & Primary & Non-contributory wording applies as respects to Gen'l Liab per AI 08 7602 03 attached. Add'l Insured as respects Auto Liab per CA 2048 0299 attached. Waiver of Subrogation as respects Auto Liab per UTS250(5-96) attached. Add'l Insured as respects Auto Excess Liab per UTS-3g-01(3-92) attached.
*CANCELLATION: 10-days Notice for Non-Payment of Premium and/or Non-Reporting of Payroll.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE
Dona Delight/DLD

Dona Delight

ACORD 26 (2009/01)
INS025 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD. Reviewed and approved as to insurance language and/or requirements.

8/31/09

Heidi M. Jay
Risk Management

Policy Number: CO000000461-05

AI 08 76 02 03

Effective Date: 07/15/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(BLANKET)**

This endorsement modifies insurance provided under the following:

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

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

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

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

AI 08 76 02 03

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

8/31/09

Heidi M. Jay
Risk Management

Page 1 of 1 ☐

POLICY NUMBER: CAS0089294

COMMERCIAL AUTO
CA 20 48 02 89

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

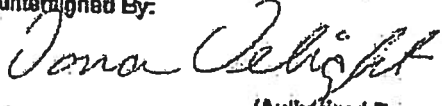
This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

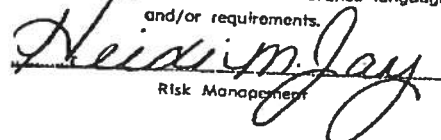
Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents and volunteers
--

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

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

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

8/31/09


Risk Management



SCOTTSDALE INSURANCE COMPANYTM

ENDORSEMENT
NO. 005

Attached to and forming a part of

Policy No. CAS0089294

Named Insured CARE AMBULANCE SERVICE, INC.

Endorsement Effective Date 08-19-09
12:01 A.M., Standard Time

Agent No. 05716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

Name of Person or Organization:

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

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

UTS-250 (5-96)

Dana Delight
AUTHORIZED REPRESENTATIVE

DATE

Printed Copy

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

8/31/09

Heidi M. Jay
Risk Management



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

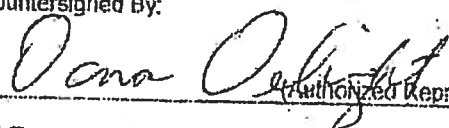
This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FORM

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

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

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

Endorsement Effective: 08-19-09	Countersigned By:  (Authorized Representative)
Named Insured: CARE AMBULANCE SERVICE, INC.	


SCHEDULE

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

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

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

UTS-39-01 (3-92)


AUTHORIZED REPRESENTATIVE

2/26/09
DATE

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

8/31/09


Risk Management



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0060283

Effective Date: 07-15-09
1201 A.M. Standard Time

Named Insured: CARE AMBULANCE SERVICE, INC.

Agent No.: 05716

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

XLS-06-1 (11-08)

Insured Copy

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

8/31/09

Risk Management

CERTHOLDER COPY

SP

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-26-2009

GROUP: 000236
POLICY NUMBER: 0000232-2008
CERTIFICATE ID: 130
CERTIFICATE EXPIRES: 12-01-2009
12-01-2008/12-01-2009
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 105 DATED 12-01-2008

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

SP

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

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

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

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

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

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

ENDORSEMENT #1600 - DAN RICHARDSON PRESIDENT - EXCLUDED.

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2008-08-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF GARDEN GROVE

EMPLOYER

CARE AMBULANCE SERVICE, INC
1517 W BRADEN CT
ORANGE CA 92868

SP

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

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

[B16,SC]

CONSENT TO TRANSFER AGREEMENT BETWEEN CARE AMBULANCE SERVICE
AND FCA CORPORATION (F: 55 FCA) (XR: 55 CARE Ambulance)

Staff report dated November 23, 2010, was introduced.

Mayor Dalton and Council Member Broadwater thanked the owners of CARE Ambulance present in the audience for their service to the Garden Grove community.

It was moved by Council Member Broadwater, seconded by Mayor Dalton, and carried by unanimous vote that the Consent to Transfer Agreement amongst the City of Garden Grove, Care Ambulance Services, Inc., and FCA Corp regarding the City's ambulance services agreement, be and hereby is approved; and the City Manager is authorized to execute the Agreement, including making minor modifications deemed appropriate, and any related implementing documents.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: Dave Bertka

Dept: City Manager

Dept: Fire

Subject: CARE AMBULANCE CONSENT TO
TRANSFER AGREEMENT

Date: November 23, 2010

OBJECTIVE

To request City Council to approve an agreement consenting to the acquisition of Care Ambulance Service by FCA Corp.

BACKGROUND

Care Ambulance Services, Inc. intends to transfer ownership of all stock in the company to FCA Corp. in December 2010. The City of Garden Grove and Care Ambulance Services, Inc. entered into an Ambulance Service Agreement effective September 1, 2009 until August 31, 2014. In accordance to Section 17 of the Agreement titled Assignment and Delegation, any transfer or sale of ownership requires prior written consent of the City.

DISCUSSION

Care Ambulance has partnered with the City of Garden Grove for emergency ambulance transportation since 2004 and has provided excellent service. The Fire Department has met jointly with both Care and FCA, and it was discussed that no operational or administrative changes to the company will take place, including the company name. Rick Richardson will remain with the company and act in the capacity of CEO, and the current executive staff will also stay intact. The Fire Department feels very comfortable that the philosophy of Care Ambulance, and the current outstanding working relationships will remain intact.

FINANCIAL IMPACTS

There is no financial impact to the general fund. By approving the consent to transfer agreement the existing ambulance pass through fee will remain intact, which generates over \$250,000 annually.

RECOMMENDATION

It is recommended that City Council:

- Approve the Consent to Transfer Agreement amongst the City of Garden Grove, Care Ambulance Services, Inc, and FCA Corp regarding the Ambulance Service Agreement.
- Authorize the City Manager to execute the Consent to Transfer Agreement, including minor modifications as deemed appropriate by the City Manager, and any related implementing documents



DAVE BERTKA
Fire Chief

Attachment: Consent to Transfer Agreement

Recommended for Approval



Matthew Ferial
City Manager

AMENDMENT NO. 1 TO THE AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

CARE AMBULANCE SERVICE, INC

AKA

FCA CORPORATION

TO PROVIDE AMBULANCE SERVICES

APPROVED

AUGUST 25, 2009



CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

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

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

September 3, 2009

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

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

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

Sincerely,

Kathleen Bailor
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

c: Finance Department
Finance Department/Purchasing
Fire Department

CITY OF GARDEN GROVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF GARDEN GROVE

Date: 9-1-09

By: Matthew Fente
City Manager

ATTESTED:

Kathleen Bailor
City Clerk
Date: 9/3/09

"CONTRACTOR"
CARE AMBULANCE SERVICE, INC.

Date: AUGUST 19, 2009

By: Dan Richard

Name: DAN C. RICHARDSON

Title: CO-CEO

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

APPROVED AS TO FORM:

Thomas F. Nixon, for
Thomas F. Nixon, City Attorney

ATTACHMENT A

BILLING

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2009

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

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

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Admiral Insurance Company

24856

INSURER B Scottsdale Insurance

INSURER C Lloyds of London

INSURER D

INSURER E

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CO000000461-05	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY	Medical Professional			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	X CLAIMS MADE	OCCUR Liability-Separate Limits			MED EXP (Any one person) \$ 5,000
	X Retro Date: 7/15/02	See Below.			PERSONAL & ADV INJURY \$ 3,000,000
		Claims Expense: \$2m			GENERAL AGGREGATE \$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER. (In addition to limits)				PRODUCTS - COMP/OP AGG \$ Included
	X POLICY PRO-JECT	LOC Applies to GL & MPL			
B	AUTOMOBILE LIABILITY		7/15/2009	7/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				
	X ALL OWNED AUTOS	CAB0089294			BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	X HIRED AUTOS				BODILY INJURY (Per accident) \$
	X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	GARAGE LIABILITY		7/15/2009	7/15/2010	AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
B	EXCESS / UMBRELLA LIABILITY	XLS0060283*	7/15/2009	7/15/2010	EACH OCCURRENCE \$ 2,000,000
	X OCCUR	CLAIMS MADE Excess Liability over			AGGREGATE \$ 2,000,000
		Primary Auto Liability			*Auto Excess Liab. \$
	DEDUCTIBLE	Only. Underlying endt			Follows Form over \$
	RETENTION \$	#XLS-SP-1 attached			Primary Auto Liab. \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	7/15/2009	7/15/2010	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>			E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Medical	CO000000461-05	7/15/2009	7/15/2010	Limit-Any One Occ \$3,000,000
	Professional Liab.				Limit-Aggregate \$6,000,000

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

"Proof of Coverage" The City of Garden Grove, its officers, officials, agents, employees & volunteers are Incl. as Add'l Insureds & Primary & Non-contributory wording applies as respects to Gen'l Liab per AI 08 7602 03 attached. Add'l Insured as respects Auto Liab per CA 2048 0299 attached. Waiver of Subrogation as respects Auto Liab per UTS250 (5-96) attached. Add'l Insured as respects Auto Excess Liab per UTS-3g-01 (3-92) attached.
*CANCELLATION: 10-days Notice for Non-Payment of Premium and/or Non-Reporting of Payroll.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Dona Delight/DLD

Dona Delight

ACORD 25 (2009/01)
INS025 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD Reviewed and approved as to insurance language and/or requirements.

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

Policy Number: CO000000461-05

AI 08 76 02 03

Effective Date: 07/15/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(BLANKET)**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

8/31/09

Heidi May
Risk Management

AI 08 76 02 03

Page 1 of 1 ☐

POLICY NUMBER: CAS0089294

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED


This endorsement modifies insurance provided under the following:

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

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

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

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

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

SCHEDULE

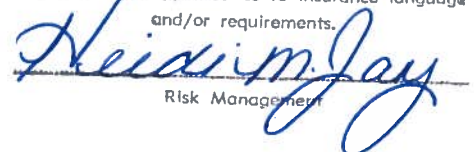
Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents and volunteers
--

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

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

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

8/31/09


Risk Management



SCOTTSDALE INSURANCE COMPANY[®]

ENDORSEMENT

NO. 005

Attached to and forming a part of

Policy No. CAS0089294

Named Insured CARE AMBULANCE SERVICE, INC.

Endorsement Effective Date 08 19 09

12:01 A.M., Standard Time

Agent No. 05716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

Name of Person or Organization:

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

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

UTS-250 (5-96)

Dona Delight 8/12/09
AUTHORIZED REPRESENTATIVE DATE

Insured Copy

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

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



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

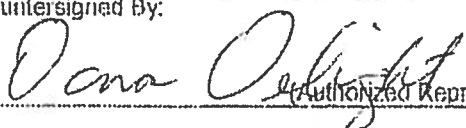
This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY FORM

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

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

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

Endorsement Effective: 08-19-09	Countersigned By:  (Authorized Representative)
Named Insured: CARE AMBULANCE SERVICE, INC.	

SCHEDULE

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

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

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



SCOTTSDALE INSURANCE COMPANY®

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0060283

Effective Date: 07-15-09
12:01 A.M. Standard Time

Named Insured: CARE AMBULANCE SERVICE, INC.

Agent No.: 05716

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

XLS-SP-1 (11-08)

Insured Copy

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

8/31/09

Theresa M. Jay
Risk Management

**STATE
COMPENSATION
INSURANCE
FUND**

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-26-2009

GROUP: 000238
POLICY NUMBER: 0000232-2008
CERTIFICATE ID: 130
CERTIFICATE EXPIRES: 12-01-2009
12-01-2008/12-01-2009
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 105 DATED 12-01-2008

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

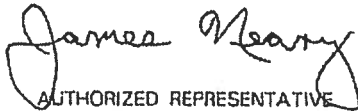
SP

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

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

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

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


AUTHORIZED REPRESENTATIVE


PRESIDENT

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

ENDORSEMENT #1600 - DAN RICHARDSON PRESIDENT - EXCLUDED.

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-08-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
CITY OF GARDEN GROVE

EMPLOYER

CARE AMBULANCE SERVICE, INC
1517 W BRADEN CT
ORANGE CA 92868

SP

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

8/31/09 
Risk Management

[B16,SC]

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

Staff report dated August 25, 2009, was introduced.

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

CITY OF GARDEN GROVE

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal

From: Dave Bertka

Dept: City Manager

Dept: Fire

Subject: CARE AMBULANCE SERVICE
CONTRACT EXTENSION

Date: August 25, 2009

OBJECTIVE

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

BACKGROUND

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

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

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

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

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

CARE AMBULANCE SERVICE CONTRACT EXTENSION

August 25, 2009

Page 2

FINANCIAL IMPACT

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

COMMUNITY VISION IMPLEMENTATION

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

RECOMMENDATION

It is recommended that the City Council:

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



DAVE BERTKA
Fire Chief

Recommended for Approval



Matthew Feral
City Manager

Attachment 1: Care Ambulance Service extension request letter

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



February 19, 2009

Family
Owned
and
Operated
Since
1969.

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

02-23-00P05:17 FILE

Re: Ambulance Contract Extension

**Hand Delivered
Copy by U.S. Mail**

Dear Chief Bertka:

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

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

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

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

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

Sincerely,

Rick W. Richardson
Co-CEO

Medical
Transportation
Specialist

714-288-3800

888-270-7750

FAX:

714-288-3889

HEADQUARTERS
1517 W. Braden Court
Orange,
California
92868

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

CITY OF GARDEN GROVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF GARDEN GROVE

Date: _____

By: _____
City Manager

ATTESTED:

City Clerk
Date: _____

"CONTRACTOR"
CARE AMBULANCE SERVICE, INC.

Date: AUGUST 19, 2009

By: Dan Richardson

Name: DAN C. RICHARDSON

Title: CO-CEO

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

APPROVED AS TO FORM:

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

ATTACHMENT A

BILLING

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

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

AGREEMENT

BY AND BETWEEN

CITY OF GARDEN GROVE

AND

CARE AMBULANCE SERVICE, INC
AKA
FCA CORPORATION

TO PROVIDE AMBULANCE SERVICES

APPROVED

SEPTEMBER 1, 2004

INDEPENDENT CONTRACTOR AGREEMENT

(Ambulance Services)

THIS AGREEMENT is made this 1st day of September 2004, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and Care Ambulance Service, Inc., (hereinafter referred to as "CONTRACTOR").

RECTICALS

WHEREAS, CITY issued a Request for Proposals for Emergency Medical Transportation and Related Services to obtain an exclusive primary provider of ambulance transport services.

WHEREAS, CITY issued a Request for Proposals for Emergency Ground Ambulance Service ("EAS") to obtain an exclusive primary provider of Basic Life Support ("BLS") and Advanced Life Support ("ALS") ambulance transport services.

WHEREAS, CITY desires to retain the services of CONTRACTOR regarding CITY's proposal to contract for Emergency Ground Ambulance Service ("EAS"), and

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 04/15/04 and as further described 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.

Section 2. Term and Term Renewal

This Agreement shall become effective on September 1, 2004 and shall continue in effect until August 31, 2009, 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 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 two (2) one-year contract renewals or one (1) two-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 and Assignments

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 contract 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

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.

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.

Section 11. Insurance

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.

Section 11.1. Notice of Cancellation / Termination of Insurance

The above policy/procedure 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.

Section 11.2. Proof of Insurance Requirements

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

Section 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 proceeding 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, 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, 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 Eighteen dollars and Fifteen cents (\$18.15) 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 can not be rectified within ten (10) day period set forth above. His decision shall be final and binding on behalf of CITY.

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: City of Garden Grove
Fire Department
11301 Acacia Parkway
Garden Grove, CA 92840

To Contractor: Care Ambulance Service. Inc.
Dan Richardson, Co- CEO
1517 Braden Court
Orange, CA 92865

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

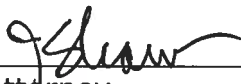
In the event of termination of this agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation. The laws of the State of California shall govern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

Section 22. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Approved as to form:



City Attorney

Date: 9/30/04

Attest:

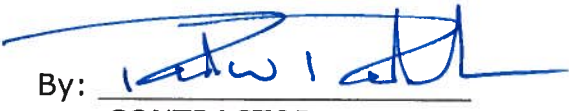


City Clerk

Date: 9/27/04

By: 

Mayor

By: 

CONTRACTOR

Exhibit "A"

Scope of Work

1. Rules and Regulations

- 1.1 CONTRACTOR shall adhere to the rules and regulations pertaining to emergency ground ambulance services as adopted by CITY pursuant to the Garden Grove Municipal Code Section 5.10.140 (b).

2. Services

- 2.1 CONTRACTOR shall possess, maintain, and provide such equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a 24-hour basis to requests by the Emergency Dispatch Center for Emergency Medical Transportation Services.
- 2.2 CONTRACTOR shall initially furnish three (3) new chassis, Type III Modular ambulances to be used exclusively for emergency ambulance transports originating within CITY.
- 2.3 CONTRACTOR shall ensure that personnel and the three (3) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by CITY's Fire Chief. Staff for each ambulance shall be housed in accordance with EMSA standards.
- 2.4 CONTRACTOR shall adhere to response time standards as agreed upon between CITY and CONTRACTOR.
- 2.5 Personnel performing duties under the terms and conditions of the Agreement, shall meet the requirements of ordinances of CITY and shall be subject to the following:
 - A. The ambulance service provider shall insure compliance by all employees to all applicable provisions of:
 - 1) The California Health and Safety Code
 - 2) The California Vehicle Code
 - 3) The County of Orange Ordinance No. 3517
 - 4) The County of Orange Emergency Medical Service policies and procedures
 - 5) All other applicable federal; state; and local laws; regulations; and statutes
 - B. 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.

- C. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
- D. 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.
- E. Provider shall be responsible to ensure that all personnel working in Garden Grove conform to company and CITY uniform and grooming standards, and present him or herself in a positive and professional manner.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. While the proposer is an independent CONTRACTOR, this RFP requires CONTRACTOR to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of CONTRACTOR is patient care and transportation. 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.

- K. 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.
- 2.6 CONTRACTOR shall install and maintain the following radios in each first line and reserve units, as required by any laws, regulations, standards, or requirements set forth in the Agreement.
- A. 800 megahertz radio.
 - B. Modats status bar if dispatched by Metro-Net
- 2.7 Dispatch
- A. It is the responsibility of the ambulance provider 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.
 - B. The company awarded this contract 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.
 - C. 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.
 - 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. The supervisor shall be available through the provider's dispatch.
 - E. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:
 - 1) Capable of primary and secondary communication systems.
 - 2) Capable of data, (electronic handshake), and voice communication with Metro Net. (Any proposal 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).
 - F. 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.

2.8 During the life of this contract, CITY and CONTRACTOR may meet and confer on the following items:

- A. The use of Metro Cities Dispatch Center for emergency dispatch of ambulances.
- B. The need of a CAD to CAD link.
- C. AVL's within ambulances.
- D. The return of paramedics and or equipment to fire stations performed by CONTRACTOR.
- E. CONTRACTOR providing ALS equipment for use by paramedics.

3. Licenses and Law

3.1 CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses; 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.

3.2 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

4. Reports

- 4.1 The provider, or CITY, shall provide monthly reports containing the following response data.
- A. Time of dispatch alert for Metro Cities JPA
 - 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

- 4.2 Continuous Quality Improvement (CQI) Reporting: CITY and CONTRACTOR 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.

5. On Scene Procedures:

- 5.1 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 Orange County EMSA policies and procedures.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 Ambulance personnel shall not participate in any fire fighting or rescue operation.
- 5.7 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.
- 5.8 During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under this agreement shall be interrupted from the moment the disaster situation is made known to CONTRACTOR by the fire department. Immediately upon such a

notification, 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, 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, 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 CONTRACTOR to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.

6. Vehicle Supplies, Equipment and Supplies

6.1 Supplies and Equipment:

- A. Supplies carried onboard ambulances:
 - 1) All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by Orange County EMSA 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 the following:
 - a) Bag valve mask resuscitator, adult with variable mask sizes
 - b) Bag valve mask resuscitator, pediatric with variable mask sizes
 - c) Heavy gloves to be used for blood or body fluid protection
 - d) Disposable Latex gloves, medium, large and x-large, two (2) boxes
 - e) Suction unit that complies with Orange County EMS Policies and Procedures
 - f) 12 Lead EKG/Defibrillator

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

B. 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.

6.2 Vehicles – Quality of Vehicles and Maintenance Practices:

A. CONTRACTOR shall specify in their proposal the ambulance types and make and mileage for primary responding units and reserve units. The ambulances will be dedicated solely for the CITY and not subject to ever-day coverage for other agencies or internal private use. Additionally, the amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the contract. Modular type III ambulances will be considered a minimum acceptable level for service in the CITY. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, and/or County of Orange EMSA.

B. CONTRACTOR 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 contract.

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

D. Commitment to driver training: CONTRACTOR shall describe the driver-training program employed by the proposer to prepare and maintain safe operations of their ambulances.

E. Maintenance and maintenance records: CONTRACTOR 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 life of the contract. Ambulances shall be maintained in accordance to these maintenance schedules and records.

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

- G. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by CONTRACTOR immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.
- H. CONTRACTOR shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

CITY OF GARDEN GROVE

Request for Proposal for Ambulance Transportation and Billing Services 2004



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.

This request for proposals is being issued effective April 5, 2004, specifically for the purpose of entering into a contract with an emergency transportation provider licensed to operate in the County of Orange. All necessary information (minimum standards) and forms are included within this document and its attachments.

Written questions may be directed to:

Keith Osborn, Fire Chief
Garden Grove Fire Department
P.O. Box 3070
Garden Grove, CA 92840

Table of Contents

I.	Introduction	Page 4
II.	Administration	Page 5
	A. Proposal Submission Process	
	B. Proposal Evaluation	
	C. Administrative Issues	
	C.9. Schedule of Events	Page 13
III.	Minimum Acceptable Operational Standards and Procedures	Page 15
	A. Dispatch/ Response	
	B. Reporting	
	C. On Scene Procedures	
IV.	Personnel	Page 19
V.	Supplies, Equipment and Vehicles	Page 21
	A. Supplies/Equipment	
	B. Vehicles	
VI.	Financial Synergies	Page 23
VII.	Organizational Synergies	Page 24
VIII.	Response Information	Page 25
IX.	Proposal Submission Form	Page 26
	A. Section I., Statement of Truth	Page 39
X.	Attachments:	
	Non-Collusion Affidavit, Attachment A	Page 40
	Evaluation Key & Scoring Criteria, Attachment B	Page 41
	Grading Tools, Attachment C	Page 64

SECTION I. INTRODUCTION

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. Over the last 75 years, the department has moved from two ALS medic units to equipping all of 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 three engine companies that are staffed with one paramedic and ALS equipment, as paramedic assessment units. Two engines and a truck are equipped and staffed with BLS capabilities including AEDs. The City responded to 5,860 medical aid incidents, which required patient transportation in 2003. Statistical data concerning the City of Garden Grove responses in 2003 are found on page 25.

The Garden Grove Fire Department is requesting proposals for the provision of emergency ground ambulance service starting immediately after city council approval of the "Provider Contract", contract term is for a five-year (5) period. The dates listed in this RFP are tentative, the specific start date will vary depending on council approval date, and the winning provider's proposal concerning start-up needs. The agreement is subject to annual review based on the criteria specified in the agreement language and outlined herein. The purpose of this 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 Garden Grove.

The geographical area covered by this request for proposal (RFP) is defined by the political boundaries of the City of Garden Grove.

The RFP process will be announced in the Los Angeles Times and Orange County Register, and letters announcing the issuance of the RFP will be sent to all ambulance transport providers licensed to operate in the County of Orange.

SECTION II. ADMINISTRATION

Proposal Submission Process:

1. To facilitate the proposal review process, and to better ensure fair comparison of competing proposals, the format and table of contents of proposals shall strictly adhere to the table of contents, titles, and numbering convention employed in the submission form. The proposer shall respond to all questions or statements posed in the submission forms. Proposal packages must be clearly marked with proposal name, submission deadline, proposer name, address, and name and phone number of contact person.
2. Additionally, to further a fair comparison, all proposers will use the maximum county rates that were effective July 1, 2003 (\$480.00 BLS rate) in calculating their respective proposal. The actual rate allowed in Garden Grove is established by the Council and will be included in the contract. The council has approved the current Maximum County Rate; however, the rates for Garden Grove will not be established in time for the RFP process. There will be equivalent adjustments allowed to the winning proposers bid if the maximum rate is not allowed.
3. A 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.
4. The contract with the City will contain the following insurance-related requirements. The proposer must submit a statement from proposer's insurance agent, insurance broker or insurance company that proposer will be able to comply with all of the following requirements. If proposer already has coverage in place which complies with all of the following requirements, proposer may submit a certificate of insurance evidencing all of these provisions:
 - a. Commercial General Liability Insurance with a limit not less than \$3,000,000 per occurrence. The annual aggregate shall apply separately to this agreement and shall be in an amount not less than \$6,000,000.
 - b. Business Automobile Liability Insurance with a limit not less than \$3,000,000 per occurrence, covering owned, non-owned, and hired vehicles. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.
 - c. Ambulance Medical Malpractice Insurance with a limit of not less than \$3,000,000 per occurrence. If the policy carries an annual aggregate, it shall apply separately to the Agreement or shall be twice the required claim limit. Such insurance coverage may be combined with the general liability coverage required above; however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than

\$5,000,000 per occurrence, with an annual aggregate of not less than \$10,000,000.

- d. Workers' Compensation and Employers' Liability Insurance. CONTRACTOR shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 each accident. Such insurance shall contain a waiver-of-subrogation clause in favor of the City of Garden Grove, its officers, elected officials, agents, volunteers, and employees.
- e. All insurance required herein shall be written by insurers acceptable to the City of Garden Grove, licensed and admitted to do business in the State of California, and maintaining a Best's rating of no less than A- Class VII. *The City will grant a waiver from this requirement due to current market conditions.
- f. 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 by City of Garden Grove, or grant a waiver from this requirement.
- g. All insurance policies required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- h. Claims Made Policy: For claims made policies, an extended reporting period of at least 3 years must be maintained and evidence of coverage must be submitted to the City of Garden Grove.
- i. The liability policies required herein, except for medical malpractice liability (if a stand-alone coverage) and employers' liability, shall, by endorsement, contain the following provisions:
 - 1) The CITY, its elected and appointed officials, officers, employees and volunteers are to be covered as additional insured with respect to liability arising out of services or operations performed by or on behalf of Contractor, or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. This insurance shall be primary insurance as respects the CITY, its elected officials, officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the CITY, its elected officials, officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.
- j. 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.

Note: Alternate forms of insurance that meet the above requirements, must be approved by the Risk Management Department prior to the submission deadline.

The contract with the City will contain provisions essentially as follows:

“Contractor shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with products, materials or services supplied to the CITY. Contractor shall provide current evidence of the required insurance in a form acceptable to the CITY and shall provide replacement evidence for any required insurance, which expires prior to the completion, expiration, or termination of this Agreement.

Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained within the Agreement or the extent to which Contractor may be held responsible for payments of claims or losses arising from damage to persons or property.

The City shall have the right at any time to review the coverage, form, and limits of insurance required herein. If, in the sole and absolute discretion of the City, the insurance provisions in this Agreement do not provide adequate protection for the City, the City shall have the right to require Contractor to obtain insurance sufficient in coverage, form, and limits to provide adequate protection and Contractor shall promptly comply with such requirement. The City’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of the City to protect against the kind and nature of risks which exists at the time a change of insurance is required, or thereafter.

Contractor shall furnish the CITY with certificates of insurance which bear original signatures of authorized agents and which reflect insurers names and addresses, policy numbers, coverage, limits, deductibles and self-insured retentions. Additionally, Contractor shall furnish certified copies of all policy endorsements required herein. All certificates and endorsements must be received and approved by CITY before services commence. The CITY reserves the right to require at any time complete, certified copies of any or all required insurance policies and endorsements.”

5. Special Provisions: The following items must be attached to the proposal for the proposal to be considered:
 - a. Statement of Truth, Page 39.
 - b. Non-Collusion Affidavit, Attachment A, Page 40.
 - c. A signed statement from the proposer acknowledging that the agreement 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 this agreement, excepting only such Claims which arise out of the sole negligence of the City.”

- d. A \$500 proposal deposit shall accompany all proposals. Proposal deposit must be a cashier’s check or a certified check.

Withdrawal of the proposal after the opening will cause the proposal bond to be forfeited by the proposer.

- e. A statement by the proposer that the proposer will supply the City or the County any further information they request for the accurate determination of the prospective contractor’s qualifications to perform the proposed services.
- f. A letter agreeing to give the City of Garden Grove the right to audit those documents or records requested in the Submission Form, provided by the proposer, or referred to in the proposer’s submission.

- 6. Proposal (pre-submission) conference: A proposal conference, which attendance is mandatory, will be held on **April 13, 2004 at 10:00 a.m.**, at the:

Garden Grove Community Meeting Center
11300 Stanford
Garden Grove, CA 92842

The purpose of the proposal conference will be:

- a. To answer all questions that potential providers may have relative to this document.
- b. To receive suggestions from proposers for modifying the RFP specifications before submission of proposals.
- c. To review with potential proposers the overall goals and expectations of the City of Garden Grove regarding this RFP.
- d. To respond to questions that has been submitted in writing before the pre-submission conference. The questions and the answers will be made public in writing at the conference.
- e. The questions and answers submitted prior to and during the pre-submission conference will be distributed by mail to all proposes. Questions submitted after the pre-submission conference will not be answered.

- 7. The deadline for receipt of proposals is **Monday, April 26, 2004 at 2 p.m.** The proposals received before the deadline will be time stamped and secured by the City Clerk. The proposals shall be contained in three-ring binders. Eight (8) sealed copies (the original should be so marked) of the proposal and the required attachments and proposal deposit must be delivered, before the deadline, to the following address: (A method of containing the proposal material as a group, such as manageable boxes or bundling, would be appreciated, but not required).

City of Garden Grove
City Clerk’s Office
11222 Acacia Parkway
Garden Grove, CA 92842
Second Floor

8. At **3 p.m. on April 26, 2004**, for all proposals received in compliance with submission requirements for deadlines, the City Clerk, in the fire department administrative conference room, will publicly open packaging and the names of the proposers shall be stated aloud and recorded. When opened each proposal will be surveyed for required information and attachments. This record will be available at the public review.
9. Proprietary Proposal Material: Subject to the requirements of the California Public Records Act, the City of Garden Grove will endeavor to maintain as confidential all information contained in proposals that is designated as proprietary. Such 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. In the event that a demand for disclosure of such information is made, City will inform proposer(s) of such demand and proposer(s) may pursue all appropriate action to maintain the confidentiality of such information, at the sole expense of the proposer or proposers.
10. Proposals delivered after the deadline will be returned unopened.
11. Public review of the proposals will be on **June 24, 2004**, from 2 p.m. to 5 p.m. in the Administrative Conference room at Garden Grove Fire Department Headquarters, 11301 Acacia Parkway, Garden Grove, CA.
12. Proposer is at all times an independent contractor and shall not, in any way, be considered an officer, agent, or employee of the City of Garden Grove.

Proposal Evaluation:

1. Proposal Evaluation Process
 - a. Any person, firm, partnership, Joint Powers Authority (JPA), or corporation seeking a contract to provide emergency ambulance transportation service to the City of Garden Grove must submit a proposal to be considered.
 - b. Only those proposals consistent with, and meeting minimum requirements of this RFP and submission form, will be considered.
 - c. 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.
2. Proposal Review and Bidder Oral Presentation
 - a. All proposals meeting minimum qualifications as stated herein will be reviewed and evaluated by a proposal review panel. The Fire Chief and City Manager will appoint this review panel. The review panel will invite all proposers, meeting all minimum requirements, to make a private oral presentation concerning their proposal. 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 detail regarding their proposal. The oral presentations will be held on **May 20, 2004**, in the:

Administrative Conference Room
Garden Grove Fire Department Headquarters Station
11301 Acacia Parkway
Garden Grove, CA 92842

- b. In evaluating the best-qualified Proposer, the Panel shall utilize the evaluation criteria as set forth in the Evaluation Key & Scoring Criteria, page 41 of this RFP package. The Panel will utilize a ranking system to denote how each Proposer is graded with respect to each category of evaluation. 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. For this reason, the City Council retains full and complete discretion to make a final determination as to which Proposer it feels best satisfies this RFP package. 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 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.
- c. The Panel's evaluation will be forwarded to the Fire Chief for compilation, review, and evaluation. The Fire Chief will then submit to the City Manager a recommendation in the form of a staff report. The City Council (at its own discretion) will consider any public input from any interested party before making a final decision. The City Council will then approve the staff recommendation, select a different proposer, or reject all proposals.
- d. The City Council, as the legislative body of the City of Garden Grove, retains the sole and complete discretion to select the successful proposer based upon its evaluation of the Panel's recommendation. The decision of the City Council will be final unless an appeal is filed as described in the following paragraph.
- e. Protests and Appeals: Any protest or appeal of the award of the Agreement must be in writing and received by the City Council within seven (7) days of the City Council decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the City Council on any protest or appeal shall be final.

Administrative Issues:

1. Preparation costs: All costs for preparation of proposals will be borne by the proposer.
2. Property declaration: All proposals and documents submitted would become the property of the City of Garden Grove Fire Department. Any item considered proprietary should be designated by the use of colored paper and bound separately. 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: Any proposer may withdraw their proposal by written request at any time prior to the time set for the opening of proposals. 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. Withdrawal of proposal after the opening will cause the proposal bond to be forfeited by the proposer.
4. Term of Contract: The exact term of contract shall be defined in the agreement language. 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 on or before July 13, 2004. 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 of Garden Grove.
 - b. Initial Term of Contract:
 - 1) The initial term of contract shall be five (5) years.
 - 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 the contractor ninety days (90) written notice.
 - 3) This agreement shall automatically terminate at midnight, five (5) years from the implementation date unless renewed by the affirmative act of the City Council as set forth below.
 - 4) 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.
 - c. Renewal provisions: The contractor shall be eligible to apply for two (2) one year contract renewals, provided all of the following conditions are satisfied.
 - 1) The City Council determines, by formal vote, that the contractor's services rendered then-to-date are reasonably and accurately defined as excellent, and are consistently above the performance requirements of this agreement.

- 2) The contractor's request for renewal should be submitted at least nine (9) months before the expiration date of the agreement.
 - 3) The Fire Chief and City Manager do not recommend against such a renewal.
5. Non-transferable agreement: 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. Any such assignment or delegation in violation of this requirement shall void the agreement. 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. 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 defined: 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 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 EMSA 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 this 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 himself or herself 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 County of Orange EMSA policies and procedures.
 - i. Failure to meet any other clinical requirements of the operational plan contained or referenced in the formal service agreement.
 - j. Failure or refusal of contractor to respond to any request of the fire department concerning the operation of the EMS delivery system in the City of Garden Grove.

- 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 permission from the City of Garden Grove.
- l. Disruption of service due to failure to maintain ambulance maintenance schedule.

7. Proposal rejection:

- a. Proposals may be rejected for failure to comply with the proposal specifications or delivery criteria as outlined in this RFP, or for reasons identified by the City of Garden Grove as creating a hindrance to the objective evaluation of such proposal.
- b. The City reserves the right to waive, at its discretion, any irregularities or informalities that the City deems correctable or otherwise not warranting rejection of response to the RFP. The proposer may be required to correct irregularities and re-submit the proposal without prejudice.
- 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. Contract award: The decision of the City Council will be made by a public vote at an appropriate meeting of the City Council. All proposers will receive written confirmation of the decision of the City Council. The company being awarded the contract will meet with the Fire Chief and the City Attorney at a suitable time to finalize the operational procedures and contract language of the agreement.

9. *Schedule of events:

- a. Issue Request for Proposals: **April 5, 2004**
- b. Proposals (Pre-submission) Conference: **April 13, 2004 10 a.m.**
- c. Proposals Submission Deadline: **April 26, 2004 2 p.m.**
- d. City Clerk submission review: **April 26, 2004 3 p.m.**
- e. Advisory Panel Review Process: **May 10, 2004**
- f. Bidders' Oral Presentations: **May 20, 2004**
- g. Proposals Evaluation Complete: **June 15, 2004**
- h. *Public Proposals Review:* **July 20, 2004 2-5 p.m.**
- i. Council Approval of Provider **July 13, 2004**
- j. Council Approval of Provider Contract: **July 13, 2004**

*Anticipated dates. The above dates are subject to change. The winning proposer and the city will determine effective date of the contract.

CANCELLATION OF REQUEST FOR PROPOSAL PROCESS

AFTER PROPOSAL OPENING:

The request for proposal process may be cancelled after proposal opening and prior to contract award, when the City of Garden Grove determines that cancellation is in the best interest of the City. If the city cancels the process, proposal deposits will be returned to the proposers.

SECTION III. MINIMUM ACCEPTABLE OPERATIONAL STANDARDS AND PROCEDURES

Dispatch/Response:

1. It is the responsibility of the ambulance provider 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 this contract 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 proposer winning the contract 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.
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 (lights and siren) shall not exceed 9 minutes 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 3 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 is so severe as to impair the contractor's response time performance. It shall be the contractor's responsibility to advise Metro Cities 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 city will be one (1) response area.

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

9. 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. 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 of Garden Grove 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 Cities JPA
 - 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 Orange County EMSA policies and procedures.
2. All ambulance personnel assigned to work within the City of Garden Grove 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 fire fighting 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 this agreement 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.

SECTION IV. PERSONNEL

- A. The ambulance service provider shall insure compliance by all employees to all applicable provisions of:
 - 1. The California Health and Safety Code
 - 2. The California Vehicle Code
 - 3. The County of Orange Ordinance No. 3517
 - 4. The County of Orange Emergency Medical Service policies and procedures
 - 5. All other applicable federal, state, and local laws, regulations, and statutes
- B. 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.
- C. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
- D. 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.
- E. Provider shall be responsible to ensure that all personnel working in Garden Grove conform to company and city uniform and grooming standards, and present him or herself in a positive and professional manner.
- F. 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.
- G. 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.
- H. 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.
- I. 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 of Garden Grove.
- J. 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.

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

SECTION V. SUPPLIES, EQUIPMENT AND VEHICLES

Supplies and Equipment:

Supplies carried onboard ambulances:

- a. All emergency equipment and supplies shall be maintained in a “ready to use” condition, as required by Orange County EMSA 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.
 - b. In conjunction with and in addition to the above requirements, each emergency ambulance operating within the City of Garden Grove shall carry as part of its standard inventory the following:
 - 1) Bag valve mask resuscitator, adult with variable mask sizes
 - 2) Bag valve mask resuscitator, pediatric with variable mask sizes
 - 3) Heavy gloves to be used for blood or body fluid protection
 - 4) Disposable Latex gloves, medium, large and x-large, two (2) boxes
 - 5) Suction unit that complies with Orange County EMS Policies and Procedures
 - c. All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.
2. 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 of Garden Grove for the purpose of re-stocking their units in a timely manner.

Vehicles – Quality of vehicles and maintenance practices:

1. Proposers shall specify in their proposal the ambulance types and make and mileage for primary responding units and reserve units. The ambulances will be dedicated solely for Garden Grove and not subject to ever-day coverage for other agencies or internal private use, excluding incidents as described in Section III, item 7. Additionally; the amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the contract. Modular type III ambulances will be considered a minimum acceptable level for service in the City of Garden Grove. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, and/or County of Orange EMSA.
2. Proposers shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in Garden Grove, 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 contract.

3. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.
4. 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.
5. 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 of Garden Grove, their availability for review, and shall commit to the maintenance of such records throughout the life of the contract. Ambulances shall be maintained in accordance to these maintenance schedules and records.
6. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate contract cancellation.
7. 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.
8. The proposer shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

SECTION VI. FINANCIAL SYNERGIES

Billing Synergies:

1. The proposer is invited to propose methods and mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 911 system (PSAP).

Billing Services: The following is currently in place:

2. Contractor and City acknowledge that City presently provides paramedic Advance Life Support services ("ALS") calls for such service. City does not receive 100% reimbursement for such services. Accordingly, Contractor and City agree that Contractor shall enter into a Subcontractor Agreement providing for Contractor's retention of City ALS services and reimbursement of a least \$200.00 per ALS call by Contractor to City to cover City for its out-of-pocket expenses for such ALS services.
3. In consideration of this billing service, Contractor shall receive an administrative fee of seven percent (7%) of those City / ALS service fees actually collected.
4. Contractor shall transmit fees due City for ALS 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. Expendable Medical Supplies: At least \$18.15 per patient, transported by the provider, shall be remitted to the Fire Department quarterly for expendable medical supplies. The expendable medical dollar amount is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and the City Council.

SECTION VII. 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 a reasonable profit on this 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 City of Garden Grove 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 VIII: RESPONSE INFORMATION

2003

Incidents in Jurisdiction **9,746**

Fire	508
Medical	8,076
Hazardous Materials	85
Other Emergencies	374
Service	703

Incidents out of Jurisdiction **697**

Fire	180
Medical	468
Hazardous Materials	9
Other Emergencies	20
Service	11
Strike Teams	9

Number Responses by Unit**Station 1**

Engine 1	BLS	1,946
Medic 1	ALS	2,819
Truck 1	BLS	581

Station 2

Engine 2	ALS	2,428
----------	-----	-------

Station 3

Engine 3	ALS (PAU)	1,338
----------	-----------	-------

Station 4

Engine 4	BLS	990
----------	-----	-----

Station 5

Engine 5	ALS	1,795
----------	-----	-------

Station 6

Engine 6	ALS (PAU)	1,629
----------	-----------	-------

Station 7

Engine 7	ALS (PAU)	1,474
----------	-----------	-------

Garden Grove Fire Department **Patient Care Level Provided** Based On Number Of Patients.

- **Advanced Life Support Transported** **2,577**
- **Basic Life Support with Transport** **3,283**

Total **5,860**

EMERGENCY CARE
AND
TRANSPORTATION SYSTEM
PROPOSAL SUBMISSION FORM

Proposal Submission Form

Table of Contents

REQUEST FOR PROPOSAL SUBMISSION CHECKLIST	Page 28
SECTION A ADMINISTRATION	Page 30
SECTION B EXPERIENCE	Page 31
SECTION C OPERATIONAL SYSTEMS	Page 33
SECTION D PATIENT BILLING SYSTEMS	Page 34
SECTION E FINANCIAL ANALYSIS	Page 35
SECTION F VEHICLE MAINTENANCE AND RECORDS	Page 36
SECTION G PERSONNEL TRAINING AND RECORDS	Page 37
SECTION H PATIENT CARE/TRANSPORT SYSTEM DESIGN	Page 38
SECTION I STATEMENT OF TRUTH	Page 39

Request for Proposal Submission Checklist

Emergency Ambulance Transportation Services

Proposer's Name _____

Address _____

Contact Person _____ Title _____

Phone Number () _____

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 Cities 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 City Clerk prior to submission deadline. Pass Fail

City Clerk signature: _____ Date _____

	Pass	Fail
1. The proposal format and table of contents strictly adheres to the table of contents, titles, and numbering convention employed in the submission form. Proposal packages must be clearly marked with proposal name, submission deadline, proposer name, address, and name and phone number of contact person.	_____	_____
2. Proposal Cover Letter.	YES	NO
3. Includes evidence that insurance will be available at the time of award of the contract for all the required programs of insurance.	_____	_____
With limits not less than the following:		
Commercial General Liability: 3,000, 000 / 6,000,000 *	_____	_____
Business Automotive Liability: 3,000,000	_____	_____
Ambulance Medical Malpractice: 3,000,000 / 6,000,000 *	_____	_____
*(combined with general liability: 5,000,000 / 10,000,000)		
Workers Compensation: 1,000,000 employer liability/ state req'mts.	_____	_____
Rating of not less than A- Class VII & deductible in excess of 25,000	_____	_____

	Pass	Fail
4. Alternate form of insurance approved by Risk Management.	_____	_____
5. Special Provisions:		
a. Non-Collusion Affidavit	_____	_____
b. Hold Harmless and Indemnification Clause	_____	_____
c. Proposal deposit submitted	_____	_____
d. Statement to provide additional information	_____	_____
e. Right to audit letter	_____	_____
6. Proprietary materials submitted separately.	Yes	No
7. Attended mandatory proposal conference.	_____	_____
8. Proposal included eight sealed copies with the original so marked.	_____	_____

SUBMISSION FORMS

SECTION B, EXPERIENCE, Item # 9, Pg 31, 5yrs min.	_____	_____
---	-------	-------

SECTION A: ADMINISTRATION

Requested items are referenced in Section II, Proposal Submission Process, Page 5 of the RFP. All items submitted shall be listed in numerical order as per this list:

1. Request for Proposal Submission Checklist, **completed by FD admin. ONLY**.
2. Cover Letter, optional
3. Insurance Requirements
4. Statement of Truth, Page 39
5. Non-Collusion Affidavit, Attachment A, Page 40
6. Hold Harmless Clause, provided by submitter
7. \$500 Proposal Deposit
8. Additional Information Statement, optional
9. Right to Audit Letter, provided by submitter

SECTION B. EXPERIENCE

- 1) Name of Proposer: (Corporate/Firm, D.B.A.)
- 2) Name of person to contact regarding this proposal:

Name _____ Title _____

Number _____ Street _____ City/Zip Code _____

Phone: _____ Fax: _____

- 3) List the name, address, and share of ownership of all owners of the proposing corporation/firm.
- 4) List the name, address, and phone number of all organizations, corporations, firms, or persons with which the proposing corporation/firm has been associated in business, as partners or business associates, within the last five (5) years. An affidavit from the provider stating non-conflict of interest will satisfy this requirement.
- 5) List the name(s) of all organizations, corporations, or firms for which the proposing corporation/firm holds controlling or financial interest.
- 6) Explain, in detail, any previous or current litigation involving the proposing corporation/firm, or any principal officers thereof, in connection with any contracts or proposals for emergency ambulance services.
- 7) Explain, in detail, any failure, or refusals, by the proposing corporation/firm, to fulfill the requirements of a contract for emergency ambulance service.
- 8) List the name, address, and phone number of at least three (3) hospital emergency departments with which the proposing corporation/firm has provided emergency ambulance services during the past twelve (12) months and which may serve as references.
- 9) Number of years (minimum of 5 years is required for consideration of proposal) Proposer has provided emergency ambulance service as part of an organized emergency medical service system: _____
- 10) List the name, address, and phone number of all organized emergency medical service systems within which the Proposer has operated.
- 11) Number of years Proposer has provided emergency ambulance service within a response area comparable to the area for which bid is being submitted: _____

12) 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 Proposer. (Include curriculum vitae for medical director).

13) List name and location of existing or proposed:

a) Business office location within the County of Orange:

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

14) 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 all Public Safety agencies with which the proposing corporation/firm has provided emergency ambulance services during the past five (5) years.

SECTION C. OPERATIONAL SYSTEMS

- 15) Describe in detail the dispatch system to be utilized in the performance of the operational plan.
- 16) 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 (nine) minutes 59 seconds.
 - b) Urgent Response Time (expeditious response without red lights and siren) shall not exceed 14 minutes 59 seconds.
 - c) Upon request for response, the emergency ambulance provider for the indicated response area shall have the responding unit en route within three (3) 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.
- 17) Proposer shall include a statement that they agree to comply with items 16a and 16b 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 two hundred dollar (\$200) charge per patient, which requires Advanced Life Support transport (ALS); additionally \$18.15 is collected per transportation for expendable medical supplies.

- 18) 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 of Garden Grove maintain its cost-offsetting revenue, cover operational costs of the proposer, and provide a cost-effective service for the citizen.

SECTION E. FINANCIAL ANALYSIS

- 19) 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.
- 20) 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.
- 21) 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

- 22) Name and location of vehicle maintenance facility (contracted facility or facility owned and operated by proposer) and name of person that is knowledgeable concerning proposer's maintenance records.
- 23) 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 proposer's maintenance records.
- 24) 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 this contract. (Mileage is defined as the mileage at time of proposal submission.)
- 25) List reserve emergency ambulance vehicles that will be used to service the City of Garden Grove during the term of this contract. Indicate the unit #, age, type and mileage of each vehicle.
- 26) Describe, in detail, the preventative and regular maintenance program for front line and reserve vehicles. Include average number of miles between service appointments for first line and reserve units. Also, include the location where the vehicle specification and maintenance records can be reviewed.

SECTION G. PERSONNEL TRAINING AND RECORDS

- 27) Proposal shall include evidence of company adherence to Equal Opportunity Employment standards and policies.
- 28) Describe 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.
- 29) Describe how the medical director is utilized as a training resource for personnel.
- 30) Describe the experience and qualifications of line personnel (drivers, attendants, and dispatchers). This information should be based on the company's California area experience:
- 31) Complete the following Personnel Information Sheet:

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

- 32) 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:
- c) Personnel numbers
 - d) Call alert, dispatch, en route, on-scene, and available times
 - e) Compliance to set response criteria
 - f) Mileage to scene and from scene to receiving center
 - g) Services performed
 - h) Supplies and equipment expended
 - i) Patient information (to include name, address, chief complaint, medical status, vital signs, chief complaint, disposition, PMD, and escort status)
 - j) Other areas you recommend

SECTION H. PATIENT CARE/TRANSPORT SYSTEM DESIGN

- 33) 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 or vehicle acquisition.
- 34) 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 Garden Grove 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.

SECTION I. STATEMENT OF TRUTH

1. 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 sole discretion to pick the Proposer which in the City Council's judgment is best qualified to perform emergency ambulance services for the City of Garden Grove.
2. 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 contract 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: A

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
PROPOSER AND SUBMITTED WITH PROPOSAL

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 any one 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: _____

Subscribed and sworn to before me this _____ day of _____, 2004

Notary Public in and for said County and State

ATTACHMENT: B

EVALUATION KEY & SCORING CRITERIA
FOR
GARDEN GROVE FIRE DEPARTMENT

Request for Proposals (RFP)

Ambulance Transportation

and

Billing Services

2004

Review Panel Instructions

1. To facilitate the Proposal Review process, and to better ensure fair comparison of competing Proposals, the format and table of contents of Proposals shall strictly adhere to the table of contents, titles, and numbering convention employed in the Submission Form of the RFP. The Proposal must respond to all questions or statements posed in the attached Submission Form. Only those Proposals meeting the completeness requirement will be delivered to the Review Panel for review.
2. The review panel will evaluate and rate each proposal according to the section rating guides. The guides are intended as a tool to aid in the comparative evaluation of the proposals.
3. Each proposal is to be independently judged by each panel member. Your objective is to clearly identify a category ranking in each of the sections evaluated.
4. The proposal sections evaluated by each panel member will receive a ranking into one of five categories, outstanding, highly competent, competent, fair/ acceptable and not acceptable. When all panel members have completed the evaluation process, the proposals will be compiled and forwarded to the Fire Chief. The Fire Chief will assemble and evaluate the panel member's category ranking. Each Provider's Proposal, will receive one overall category ranking as determined by the Fire Chief.

The section rating guides contain scoring criteria with a point allocation system. The point system, which is intended as a tool to aid in the comparative evaluation, will determine which category ranking the section will be placed. The following are the point ranges; Outstanding 100-90, Highly Competent 89-80, Competent 79-70, Fair/ Acceptable 60-69 and below 60 receiving a Not Acceptable rating. A list of successful providers ranked by category, with no aggregate score, will be forwarded to the Council.

5. The City of Garden Grove Finance Department will review audited financial records. Their findings will be provided to the Review Panel before the oral presentations.
6. The City of Garden Grove Vehicle Maintenance Division and a Fire Department Officer, or designee, will conduct an audit of vehicle specifications, maintenance and scheduling procedures. Their findings will be provided to the Review Panel before the oral presentations.
7. The Garden Grove Fire Department, Operations Chief or designee, will review the proposed operational deployment system to ensure viability of design parameters. The Fire Operations Division Chief will review their findings with the Review Panel before the oral presentations.
8. The Paramedic Coordinator or designee will review the ambulance companies' personnel training, continuing education, and quality assurance programs and report the findings to the Review Panel before the oral presentations.

9. We are assuming that all information that is being provided is true and accurate. Fire Department staff will review all submitted materials for accuracy before the contract is awarded.
10. The Review Panel is encouraged to not award final point values until they have had a chance to listen and ask questions of the Proposer(s) at the oral presentations. Panel members will likewise have the opportunity to interview the staff members concerning their evaluations.
11. The Review Panel will submit one aggregate score sheet, for each proposer, representing the overall evaluation of the panel
12. The Panel's evaluation will be given to the Fire Chief for review and compilation.
13. The Fire Chief and the City Manager will then submit a staff report to the City Council recommending award of the contract to one of the Proposers.

Definitions:

1. Scoring: A number that is used in evaluating a Proposal section, used to ensure equal comparison, and equivalents to a category ranking.
2. Experience: Section B. This section is meant to evaluate the ability of the Proposer to perform the service called for in the RFP. It looks at the experience of the company, its key personnel, and its line personnel. It also evaluates its current standing in the EMS community as defined by the service it now renders to others.
3. Operational Systems: Section C. This section is meant to evaluate the Proposer's dispatch and deployment system now in place and asks them to explain how they plan to meet the response criteria set forth in the RFP.
4. Patient Billing Systems: Section D. This section is meant to invite creative solutions to improving, (yet maintaining at minimum), the current billing practices.
5. Financial Analysis: Section E. This section will be evaluated by the Finance Department and requires no action on the part of the Review Panel.
6. Vehicle Maintenance: Section F. This section is meant to evaluate the Proposer's vehicle purchasing and maintenance systems. It also evaluates the vehicle fleet as it relates to the ability to provide uninterrupted service delivery.
7. Personnel Training: Section G. This section is meant to evaluate the training (initial and continuing) that the Proposer employs to develop and maintain clinical excellence among its employees. It further looks at the Proposer's system of data recovery and utilization in a Quality Assurance effort.
8. Care/Transport System: Section H. This section is meant to evaluate the proposed system design for the City of Garden Grove. This section will be the most important, and likewise, the most subjective. It will evaluate the vision and ability of the Proposer to meet the three principle goals of patient care, system synergies, and cost containment.

RFP COMPETITIVE RANKING SUMMARY

Provider Name _____

Category Ranking*

- 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. Care/Transport System Design _____

*

Outstanding

Highly Competent

Competent

Fair/ Acceptable

Not Acceptable

Scoring Criteria:

Section B. **Experience (maximum points: 100)**

Questions #6, #7 and #8

Score/ Ranking

<u>Outstanding</u> Surpasses most standards	90-100 points
<u>Highly Competent</u> Meets all standards; exceeds some	80-89 points
<u>Competent</u> Meets all standards	70-79 points
<u>Fair/ Acceptable</u> Meets most standards; some deficiencies	60-69 points
<u>Not Acceptable</u> Fails to meet many standards	0-59 points

Score _____

Ranking _____

Description:

The Review Panel shall use the scoring scale listed with each question. A subsection score will be assigned and the total of the subsections will be noted above.

- 6/7. Previous, current litigation or failure to complete a contract could lead to disqualification for major offenses or penalty points ranging from zero to minus twenty one (0 to -21).
8. The Proposer(s) were asked to provide a list of hospital emergency departments for whom they have provided emergency ambulance services. The hospitals identified by the Proposer(s) have completed and returned an evaluation tool. The Review Panel will evaluate the attached Hospital Service Report Cards and take an average of the scores provided by the hospitals. The average score will then be applied to the following scoring criteria:

A.	Outstanding Surpasses most standards	31.6- 35	points
B.	Highly Competent Meets all standards; exceeds some	28.1- 31.5	points
C.	Competent Meets all standards	24.6- 28	points
D.	Fair/ Acceptable Meets most standards; some deficiencies	21.1- 24.5	points
E.	Not Acceptable Fails to meet many standards	0- 21	points

Subsection Score (0-35 points):

Scoring Criteria:

Section B.

Questions #9 and #11

Experience

9. Number of years Proposer(s) has provided emergency ambulance service as part of an organized emergency medical system. The Review Panel will evaluate the Proposal and apply the following point criteria:

<u>Years of Service</u>	<u>Points</u>
20+	13.6-15
16-19	12.1-13.5
12-15	10.6-12
8-11	9.1-10.5
5-7	0-9

Subsection Score (0-15 points): _____

11. Number of years Proposer(s) has provided emergency ambulance service within a response area comparable to the area for which the proposal is being prepared.

<u>Years of Service</u>	<u>Points</u>
5+	9-10
4	8-8.9
3	7-7.9
2	6-6.9
1	0-5.9

Subsection Score (0-10 points): _____

Scoring Criteria:

Section B.

Question #12

Experience

12. The Proposer(s) has been asked to describe the experience and qualifications of their management team (executive management, medical director, middle management, and supervisors). The Review Panel should assign points in each section according to the stated point range available. The panel should consider factors such as Education, Background, Experience, Community Involvement and levels of participation in the management of the operation.

A.	General Manager/Operations Director	0-8.25 points
B.	Middle Management/Supervisor	0-2.25 points
C.	Medical Director	0-2.25 points
D.	Communications Manager	0-2.25 points

Subsection Score (0-15 points):

Scoring Criteria:

Section B.

Questions #14a and #14b

Experience

14. a) National accreditation

10 bonus points

14. b) The Proposer(s) were asked to provide a list of public safety agencies for which they have provided emergency ambulance services in the five (5) years. The agencies identified by the Proposer(s) has completed and returned an evaluation tool. The Review Panel will evaluate the attached Public Safety Agency Report and take an average of the scores provided by these agencies. The average score will then be applied to the following scoring criteria:

A.	Outstanding Surpasses most standards	22.6- 25	points
B.	Highly Competent Meets all standards; exceeds some	20.1- 22.5	points
C.	Competent Meets all standards	17.6- 20	points
D.	Fair/ Acceptable Meets most standards; some deficiencies	15.1- 17.5	points
E.	Not Acceptable Fails to meet many standards	0- 15	points

Subsection Score (0-25 points):

Scoring Criteria:

Section B

Experience: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section C. Operational Systems (maximum points: 100)

Question #15

Score/ Ranking

<u>Outstanding</u>	90-100 points
Surpasses most standards	
<u>Highly Competent</u>	80-89 points
Meets all standards; exceeds some	
<u>Competent</u>	70-79 points
Meets all standards	
<u>Fair/ Acceptable</u>	60-69 points
Meets most standards; some deficiencies	
<u>Not Acceptable</u>	0-59 points
Fails to meet many standards	

Score _____

Ranking _____

Description:

The Proposer(s) was asked to describe the steps and design components of the dispatch and communication system they would use in the performance of their operational plan. These designs must demonstrate that they will be able to meet the response time criteria set forth in the RFP.

15. The Proposer(s) was asked to provide, in detail, a list of the dispatch system they would utilize in the performance of the operational plan designed to meet the response time criteria stated in the RFP. The Review Panel will review the communication system proposed and evaluate its ability to meet the response time criteria. The panel will then assign a numerical score according to their evaluation using the numbering criteria below:

A.	Outstanding Surpasses most standards	31.6- 35 points
B.	Highly Competent Meets all standards; exceeds some	28.1- 31.5 points
C.	Competent Meets all standards	24.6- 28 points
D.	Fair/Acceptable Meets most standards; some deficiencies	21.1- 24.5 points
E.	Not Acceptable Fails to meet many standards	0- 21 points

Subsection Score (0-35 points):

Scoring Criteria:

Section C.

Questions #16a and 16b

Operational Systems

The Proposer(s) was asked to describe the deployment system (including reporting area requirements) to be utilized to meet the response time criteria as set forth in the RFP. The Review Panel will review the deployment system proposed and evaluate its ability to meet the response time criteria. The panel will then assign a numerical score according to their evaluation using the numbering criteria below.

16. a) **Code 3 Response Time** (red lights and siren) **shall not exceed 9 minutes 59 seconds.**
16. b) **Urgent Response Time** (expeditious response without red lights and siren) **shall not exceed 14 minutes 59 seconds.**

A.	Outstanding Surpasses most standards	58.6- 65	points
B.	Highly Competent Meets all standards; exceeds some	52.1- 58.5	points
C.	Competent Meets all standards	45.6- 52	points
D.	Fair/Acceptable Meets most standards; some deficiencies	39.1- 45.5	points
E.	Not Acceptable Fails to meet many standards	0- 39	points

Subsection Score (0-65 points):

Scoring Criteria:

Section C

Operational Systems: Comments and Notes.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight texture and some minor discoloration or shadows, suggesting it's a physical document. There is no handwriting or other markings on the page.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section D. Patient Billing System (maximum points: 100)

Question #18

Score/ Ranking

<u>Outstanding</u>	90-100 points
Surpasses most standards	
<u>Highly Competent</u>	80-89 points
Meets all standards; exceeds some	
<u>Competent</u>	70-79 points
Meets all standards	
<u>Fair/ Acceptable</u>	60-69 points
Meets most standards; some deficiencies	
<u>Not Acceptable</u>	0-59 points
Fails to meet many standards	

Score _____

Ranking _____

Description:

In this section, we are looking for the proposer to be creative in explaining how working together will decrease the total overhead costs of both entities and thereby decrease the overall cost to the resident. The following information was provided to the Proposers:

The City of Garden Grove has imposed a \$200 charge per Advanced Life Support (ALS) transports, collected by the provider for a seven percent administration fee. Additionally the provider collects for the City \$18.15 per transport for expendable medical supplies.

18. 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 of Garden Grove maintain its cost-offsetting revenue, cover operational costs of the Proposer and provide a cost-effective service for residents and visitors.

The Review Panel will use the following information to evaluate the response to Question 18. The points will be awarded on the strength of the billing system design proposed. It is the goal of the department to work toward cost containment through reduction of duplications and joint billing technologies. The panel should consider issues such as:

- Did the Proposer describe in detail how they would perform joint billing?
- Does the Proposer provide a problem solving resolution mechanism for billing complaints?

- Does the Proposer plan to utilize computer-generated bills versus manually generated bills?
- Does the Proposer have the capability of providing in-house billing versus an outside contractor?
- Does the Proposer provide billing assistance for customers?
- Itemization methods
- Accounts receivable management
- Integration with Metro Cities CAD Systems
- Did the proposal maintain or improve the current collection system.

Scoring Criteria:

Question #18

- The Review Panel will evaluate the strength of the Proposal and assign a numerical score

A.	Outstanding Surpasses most standards	90- 100	points
B.	Highly Competent Meets all standards; exceeds some	80- 89.9	points
C.	Competent Meets all standards	70- 79.9	points
D.	Fair/Acceptable Meets most standards; some deficiencies	60- 69.9	points
E.	Not Acceptable Fails to meet many standards	0- 59.9	points

Subsection Score (0-100 points):

Scoring Criteria:

Section D

Patient Billing Systems: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section E.
Financial Analysis

Questions #19-21

Ranking

Outstanding

Surpasses most standards

Highly Competent

Meets all standards; exceeds some

Competent

Meets all standards

Fair/ Acceptable

Meets most standards; some deficiencies

Not Acceptable

Fails to meet many standards

Ranking _____

Finance and Audit

*The Finance Department will evaluate the financial statements and provide ranking in this section.

Scoring Criteria:

Section E

Financial Analysis: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section F.
Vehicle Maintenance and Records (maximum points: 50)

Questions #24-26

Score/Ranking

<u>Outstanding</u>	45-50 points
Surpasses most standards	
<u>Highly Competent</u>	40-44 points
Meets all standards; exceeds some	
<u>Competent</u>	35-39 points
Meets all standards	
<u>Fair/ Acceptable</u>	30-34 points
Meets most standards; some deficiencies	
<u>Not Acceptable</u>	0-29 points
Fails to meet many standards	

Score _____

Ranking _____

Description:

The Proposer(s) has been asked to offer proof that they have or can acquire the vehicles needed to meet their deployment plan as stated in the RFP. The Proposal should show that the company is willing to utilize modular Type III ambulances as first line and back-up units in the City of Garden Grove. The Proposal should demonstrate that the Proposer(s) has the ability and policies in place to maintain their ambulances according to a maintenance schedule that meets industry standards. The overall goal is that there will always be sufficient ambulances in the city to meet the requirements of the contract.

The Fleet and Maintenance personnel will perform site visits to verify the statements in the Proposals and will report back to the Review Panel before the oral presentations.

If Proposer is Nationally Accredited, some or all of the on-site visits maybe foregone at the discretion of the Fire Chief or his designee.

Scoring Criteria:

Vehicle Maintenance and Records (continued):

Question #24

24. The Proposer(s) were asked to provide a list of the units to be used as front line and reserve assignment to the City of Garden Grove. They are to list the units by unit number, type, age, and mileage. The panel will review these lists and assign a numerical score as indicated below.

<u>Average Service Age</u>	<u>Points</u>	<u>Average Mileage</u>	<u>Points</u>
1	10	< 50,000	10
2	9	>50,000-75,000	9
3	8	>75,000-100,000	8
4	7	>100,000-125,000	7
5	6	>125,000-150,000	6
6	5	>150,000-175,000	5
7	4	>175,000-200,000	4
8	3	> 200,000	3

Average Score: _____

Subsection Score (0-20 pts.): _____

Scoring Criteria:

Vehicle Maintenance and Records (continued):

Question #26

26. The Proposer(s) was asked to describe, in detail, the preventative and regular maintenance program for the front line and reserve vehicles. They were to include average mileage between service appointments and average turn-around times. The panel will review the Proposal and the input from Fleet and Maintenance personnel's review of this material and evaluate the issues below.
- Does the Proposer have a plan in place to replace damaged units or repair medical equipment that is part of the ambulance inventory?
 - Does the Proposer's standard practices meet industry standards and do they have a record of service failures or down time caused by failures in equipment?
 - Are the maintenance records kept in a condition that will allow for prompt problem solving and resolution?
 - Does the Proposal describe the equipment testing methods employed by the Proposer?
 - Do the maintenance records reflect the stated policies?
 - Can the Proposer reasonably be expected to meet the conditions of this contract given their policies and practices?

Scoring Criteria:

Question #26

Apply a numerical score according to the scoring criteria below.

A.	Outstanding Surpasses most standards	27- 30	points
B.	Highly Competent Meets all standards; exceeds some	24- 26.9	points
C.	Competent Meets all standards	21- 23.9	points
D.	Fair/Acceptable Meets most standards; some deficiencies	18- 20.9	points
E.	Not Acceptable Fails to meet many standards	0- 17.9	points

Subsection Score (0-30 points):

Scoring Criteria:

Section F

Vehicle Maintenance and Records: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section G.
Personnel Training and Records (maximum points: 100)

Questions #27-32

Score/ Ranking

<u>Outstanding</u> Surpasses most standards	90-100 points
<u>Highly Competent</u> Meets all standards; exceeds some	80-89 points
<u>Competent</u> Meets all standards	70-79 points
<u>Fair/ Acceptable</u> Meets most standards; some deficiencies	60-69 points
<u>Not Acceptable</u> Fails to meet many standards	0-59 points

Score _____

Ranking _____

Description:

In this section, we are interested in the level of basic and continuing training provided for the employees of the Proposer(s). The EMS Coordinator or designee will perform site visits and will report to the Review Panel with the findings before the oral presentations. In this section, the panel will review:

- 27. The company's adherence to equal opportunity standards in hiring practices.
- 28. The company's training and continuing education policies and practices.
- 29. The company's utilization of the Medical Director in training.
- 30-31. The experience and qualifications of management and line personnel.
- 32. The company's Quality Assurance methods and reporting criteria.

Each of these subsections will allow for independent scoring that will be totaled in the above indicated space.

If Proposer is Nationally Accredited, some or all of the on-site visits maybe foregone at the discretion of the Fire Chief or his designee.

Scoring Criteria:

Personnel Training and Records (continued):

Questions #27-28

27-28. The Proposer(s) was asked to describe its current policies concerning Equal Opportunity and its policies concerning basic and continuing education for its personnel. The Review Panel should consider the current programs in the following areas:

A.	Outstanding Surpasses most standards	45- 50	points
B.	Highly Competent Meets all standards; exceeds some	40- 44	points
C.	Competent Meets all standards	35- 39	points
D.	Fair/Acceptable Meets most standards; some deficiencies	30- 34	points
E.	Not Acceptable Fails to meet many standards	0- 29	points

Subsection Score (0-50 points): _____

Scoring Criteria:

Question #29

29. The Proposer(s) was asked to describe the utilization of the Medical Director in the training and/or continuing education of their personnel. The EMS Coordinator will perform site visits and share his findings with the Review Panel before the oral presentations. The panel should consider the following issues when applying a numerical score to this question.

- New employee recruitment and hiring practices
- New employee training (classroom and practical)
- In-service or continuing education
- Joint training
- Maintenance of training records

A.	Outstanding Surpasses most standards	9- 10	points
B.	Highly Competent Meets all standards; exceeds some	8- 8.9	points
C.	Competent Meets all standards	7- 7.9	points
D.	Fair/Acceptable Meets most standards; some deficiencies	6- 6.9	points
E.	Not Acceptable Fails to meet many standards	0- 5.9	points

Subsection Score (0-10 points): _____

Scoring Criteria:

Personnel Training and Records (continued):

Questions #30-31

30-31. The Proposer(s) was asked to describe the experience of management, dispatch, and line personnel, using the following chart. The Review Panel will apply the points in each section as indicated on the chart below:

Years in the Profession-

Management Personnel

Points

Line Personnel

Points

20>years = 2.5
15.5-20>years = 2
10.5-15>years = 1.5
5.5-10>years = 1
2-5>years = .5

4.5> years = 2.5
3.5-4> years = 2
2.5-3> years = 1.5
1.5-2> years = 1
.5-1> years = .5

Years with the Proposer:

Management Personnel

Points

Line Personnel

Points

20>years = 2.5
15.5-20>years = 2
10.5-15>years = 1.5
5.5-10>years = 1
2-5>years = .5

4.5> years = 2.5
3.5-4> years = 2
2.5-3> years = 1.5
1.5-2> years = 1
.5-1> years = .5

Number of Employees: _____

Subsection Score (0-10 points): _____

Scoring Criteria:

Personnel Training and Records (continued):

Question #32

32. The Proposer(s) was asked to provide a copy of the actual or proposed monthly report form to be utilized in obtaining Quality Assurance and Continuous Quality Improvement information per response. This report should include, but not be limited to:

- Personnel numbers
- Call alert, dispatch, en route, on-scene
- Compliance to set of response criteria
- Mileage to scene and from scene to receiving center
- Services performed and by whom
- Supplies and equipment used
- Patient information (e.g. name, address, chief complaint, medical status, vital signs, disposition patient medical doctor, insurance company, escort status, etc.)

Quality Improvement Program

- Who analyzed this data?
- How is it integrated into in-service training?
- How does the company identify positive and negative trends impacting operations?

Scoring Criteria:

The Review Panel will evaluate the items included in the proposed report and apply a numerical score according to the categories below.

A.	Outstanding Surpasses most standards	27- 30	points
B.	Highly Competent Meets all standards; exceeds some	24- 26.9	points
C.	Competent Meets all standards	21- 23.9	points
D.	Fair/Acceptable Meets most standards; some deficiencies	18- 20.9	points
E.	Not Acceptable Fails to meet many standards	0- 17.9	points

Subsection Score (0-30 points): _____

Scoring Criteria:

Section G

Personnel Training and Records: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

Scoring Criteria:

Section H. Patient Care/Transport System Design (maximum points: 100)

Questions #33 -34

Score/ Ranking

<u>Outstanding</u>	90-100 points
Surpasses most standards	
<u>Highly Competent</u>	80-89 points
Meets all standards; exceeds some	
<u>Competent</u>	70-79 points
Meets all standards	
<u>Fair/ Acceptable</u>	60-69 points
Meets most standards; some deficiencies	
<u>Not Acceptable</u>	0-59 points
Fails to meet many standards	

Score _____

Ranking _____

Description:

The Proposer(s) was asked for creative ideas on how we, as a public health care provider, and they, as a private enterprise, can work together to maximize the benefits to our patients. We are looking for the Proposer(s) to propose joint relationships that create care systems that extend from the initial 911 call for help to the delivery of the patient (if needed) to the appropriate receiving center hospital.

33. Start-up Plan: The Proposer(s) was asked to describe, in detail, how they propose to start operations in a timely manner. They are to include time frames, vehicles, locations, personnel hiring, and additional training if needed. The Review Panel should evaluate all the material provided concerning start-up and apply the appropriate numerical score from the scoring criteria below.

A.	Outstanding Surpasses most standards	18- 20	points
B.	Highly Competent Meets all standards; exceeds some	16- 17.9	points
C.	Competent Meets all standards	14- 15.9	points
D.	Fair/ Acceptable Meets most standards; some deficiencies	12- 13.9	points
E.	Not Acceptable Fails to meet many standards	0- 11.9	points

Subsection Score (0-20 points):

Scoring Criteria:

Patient Care/Transport System Design (continued):

Question #34

34. The Proposer(s) was asked to discuss, in detail, the system design that they recommend to meet all the previous requirements and goals. Taking into account the priorities of clinical excellence, consistent response times, and state-of-the-art systems management, the Review Panel should evaluate each Proposal for its ability to meet these objectives. The following is a list of items that should be addressed in a typical plan design:

- | | |
|-------------------------------------|----------------------------------|
| ✓ Communications | ✓ Maintenance records |
| ✓ Equipment | ✓ Title 13 & Title 22 compliance |
| ✓ Certifications | ✓ Rules and regulations |
| ✓ Licenses | ✓ Cal-OSHA requirements |
| ✓ EMSA county policies | ✓ Number of units |
| ✓ Health and safety codes | ✓ Experience of personnel |
| ✓ Response times | ✓ Housing of staff |
| ✓ Billing practices | ✓ Training |
| ✓ Disaster Response plan & training | ✓ Community Involvement |

Scoring Criteria:

Evaluate the plan design and assign a numerical score according to the scoring criteria below.

- | | | | |
|-----------|--|-----------------|---------------|
| A. | Outstanding
Surpasses most standards | 72- 80 | points |
| B. | Highly Competent
Meets all standards; exceeds some | 64- 71.9 | points |
| C. | Competent
Meets all standards | 56- 63.9 | points |
| D. | Fair/ Acceptable
Meets most standards; some deficiencies | 48- 55.9 | points |
| E. | Not Acceptable
Fails to meet many standards | 0- 47.9 | points |

Subsection Score (0-80 points):

Scoring Criteria:

Section H

Patient Care/ Transport System Design: Comments and Notes.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Comments are to support your conclusion; this information becomes part of the overall grading that will be used to rationalize the numerical score.

ATTACHMENT: C

GRADING TOOLS

Public Safety Agency Report Card
Public Safety Agency Name:

The City of Garden Grove is currently in a Request for Proposal (RFP) Process for Emergency Ambulance Transportation. Your agency, as a part of the submission forms, has been included as a reference by _____.

Your responses to the following statements will be of great assistance to our review panel in selecting an ambulance provider with whom to contract for transportation services.

How long have you used this ambulance provider for transport services? _____

Key: 1-never 2-sometimes 3-most of the time 4-always

- | | | | | | |
|----|---|-----|---|----|---|
| 1. | Responses to 911 calls for transport offer satisfactory customer service? | 1 | 2 | 3 | 4 |
| 2. | The ambulance provider responds with a transport vehicle equal to the task requested. | 1 | 2 | 3 | 4 |
| 3. | The EMTs are capable and properly trained to provide care and transportation. | 1 | 2 | 3 | 4 |
| 4. | The ambulance provider meets the contracted response time criteria. | 1 | 2 | 3 | 4 |
| 5. | When problems arise, does the ambulance provider respond immediately to address the need? | 1 | 2 | 3 | 4 |
| 6. | If the decision was yours, would you rehire this provider to provide ambulance ground transportation? | YES | | NO | |
| 7. | If monies are received from the provider as part of your contract, are they received on time and with good documentation. | 1 | 2 | 3 | 4 |

**The Garden Grove Fire Dept will consider all information received confidential.*
Individual assisting with completion of this questionnaire:

Name: _____ Title/Position: _____

Phone: _____ Fax: _____

Please return this questionnaire via fax to Division Chief Bertka at 714 741-5640. If you have any questions, please contact Division Chief Bertka at 714 741-5622.

Thank you very much!
Garden Grove Fire Department

City of Garden Grove

Combined Public Safety Agency Responses

Provider Name: _____

Responding Agency Name					
Responses to 911 calls for transport offer satisfactory customer service.					
The ambulance company responds with a transport vehicle equal to the task requested.					
The EMTs are capable and properly trained to provide care and transportation.					
The ambulance company meets the contracted response time criteria.					
When problems arise, does the ambulance company respond immediately to address the need?					
If the decision were yours, would you rehire this company to provide ground transportation?					
If monies are received from the provider as part of your contract, are they received on time, accurate and with good documentation?					

Key:

1. Never
2. Sometimes
3. Most of the time
4. Always

City of Garden Grove Combined Hospital Service Responses

Provider Name: _____

Responding Hospital Name					
When we call for a transport, we receive satisfactory customer service.					
The ambulance company responds with a transport vehicle equal to the task requested.					
The EMTs are capable and properly trained to provide care and transportation.					
The requested ambulances meet the stated time for arrival.					
When problems arise, does the ambulance company respond immediately to address the need?					
If the decision were yours, would you rehire this company to provide ground transportation?					

Key:

1. Never
2. Sometime
3. Most of the time
4. Always

PROPOSER:

Name _____

**HOSPITAL SERVICES REPORT CARD
TRACKING SHEET**

Hospital	Contact Person	Phone#	Date Returned	Remarks
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**PUBLIC SAFETY AGENCY REPORT CARD
TRACKING SHEET**

Public Safety	Contact Person	Phone#	Date Returned	Remarks
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Request for Proposal

Ambulance Transportation and Billing Services

Fire Chief Evaluation Summary

Proposer Name: _____

Name/Title of Contact: _____

Phone Number: _____

Summary of Score

Part I: Compliance with the General Guidelines and Requirements of the RFP

Circle: PASS FAIL

Part II:

Category Ranking*

- 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. Care/Transport System Design _____

*

Outstanding
Highly Competent
Competent
Fair/ Acceptable
Not Acceptable

Part III: Oral Presentation point adjustment (at Fire Chief's discretion):

- 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. Care/Transport System Design _____

Final Ranking: _____

Signature _____
Keith Osborn
Fire Chief

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GU
CAR188C

DATE (MM/DD/YYYY)
09/20/04

PRODUCER
Dodge Warren & Peters - IRVINE
Lic. #0543895
29 A Technology Drive
Irvine CA 92618
Phone: 949-790-9200 Fax: 949-790-9294

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

INSURED
Care Ambulance Service, Inc.
Attn: Gene Wiskowski
8932 Katella Ave.
Anaheim CA 92804

INSURERS AFFORDING COVERAGE
INSURER A: Liberty Mutual Insurance Company AXV 23043
INSURER B: General Star Indemnity A+XV
INSURER C: Admiral Insurance Company AX 24856
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
A	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 750,000
		ANY AUTO <input type="checkbox"/>				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS <input type="checkbox"/>	AS1391435383014	07/15/04	07/15/05	BODILY INJURY (Per accident) \$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		X HIRED AUTOS				
		X NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO <input type="checkbox"/>				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ 250,000
		X OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>	IXG385281B	07/15/04	07/15/05	AGGREGATE \$
		DEDUCTIBLE				Excess of \$
		RETENTION \$				\$750,000 \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Auto Liab \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATUTORY LIMITS OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
C		Automobile Excess Liability	EX000000103401	07/15/04	07/15/05	E.L. DISEASE - POLICY LIMIT \$
						\$2000000 Excess of \$1000000

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

*Except 10 Day Notice of cancellation for non-payment of premium. The City, its elected and appointed officials, officers, employees and volunteers are included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor. (continued)

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

Pam Valentine 12/14/04

CERTIFICATE HOLDER

C-GGROV

City of Garden Grove
Attn: Fire Marshall
P.O. Box 3070
Garden Grove CA 92842-3070

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe R. Delaney

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

HOLDER CODE -GGROV

CAR188C

PAGE 3

INSURED'S NAME Care Ambulance Service, Inc.

OPID GU

DATE 09/20/04

This insurance shall be primary insurance as respects the city, its elected officials, officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the city, its elected officials, officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



RECEIVED
OCT 19 2004
RISK MANAGEMENT

October 7, 2004

Family
Owned
and
Operated
Since
1969.

City of Garden Grove
Attn: Fire Marshall
P.O. Box 3070
Garden Grove, Ca 92842-3070

Re: Revised Automobile Liability Insurance Certificate of Insurance

Dear Sir or Madam:

Medical
Transportation
Specialist

It was brought to my attention that our primary Automobile Liability Insurance carrier no longer met Care Ambulance Service, Inc.'s financial requirements. We have changed our primary Automobile Liability Insurance carrier to Liberty Mutual Insurance Group. Our new insurance carrier has an A.M. Best financial rating of A (Excellent) XV.

Attached is a revised certificate of insurance for our Automobile Liability Insurance showing the change to Liberty Mutual Insurance Group. Please disregard previous received certificate of insurance and replace with the attached. All other certificates of insurance have not changed.

714-828-7937
888-270-7750
FAX
714-828-6840

Please feel free to call my insurance broker, Joe Delaney, or me if you have any questions. Joe Delaney's phone number is (949) 790-9407. My number is (714) 828-7937 Ext. 107.

Sincerely,

HEADQUARTERS
8932 Katella Ave.
Suite #201
Anaheim,
California
92804

Care Ambulance Service, Inc.

Eugene J. Wiskowski
Director of Finance

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID GD
CAR188C

DATE (MM/DD/YYYY)

10/11/04

PRODUCER

Dodge Warren & Peters - IRVINE
Lic. #0543895
29 A Technology Drive
Irvine CA 92618
Phone: 949-790-9200 Fax: 949-790-9294

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

INSURED

Care Ambulance Service, Inc.
Attn: Gene Wiskowski
8932 Katella Ave.
Anaheim CA 92804

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Landmark American Ins. Co.

33138 Ax

INSURER B: Admiral Insurance Company

24856 ATX

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY	LHC803029	07/15/04	07/15/05	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
A		<input checked="" type="checkbox"/> Errors/Omissions				MED EXP (Any one person) \$ 5,000
		<input checked="" type="checkbox"/> 25,000 Deductible				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 3,000,000
		AUTOMOBILE LIABILITY				
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				
		<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
B		EXCESS/UMBRELLA LIABILITY	XE00000004803	07/15/04	07/15/05	
		<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 4,000,000
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE \$ 7,000,000
		<input type="checkbox"/> RETENTION \$				Excess of \$
						GL & E&O \$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

*10 Days Notice if cancelled for non-payment. The City, its elected and appointed officials, officers, employees and volunteers are included as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Contractor. (continued)

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

Ram Valentine 10/12/04
Risk Management

CERTIFICATE HOLDER

C-GGROV

City of Garden Grove
Attn: Fire Marshall
P.O. Box 3070
Garden Grove CA 92842-3070

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe R. Delano

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

This Endorsement Changes The Policy. Please Read It Carefully.

**ADDITIONAL INSURED
(BLANKET-PRIMARY)**

This endorsement modifies insurance provided under the following:

**GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured: any person, organization, trustee, estate or Governmental entity to whom or to which you are obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by you or on your behalf or to facilities used by you and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

It is also agreed that this policy does not apply to:

- 1) Claims by an Additional Insured against the Named Insured;
- 2) Claims that include allegation or facts indicating independent or direct liability on the part of an Additional Insured.

If you are required by a written contract to provide a Waiver of Subrogation, the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US Condition 8. (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) shall be amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

IF YOU ARE REQUIRED BY A WRITTEN CONTRACT TO PROVIDE PRIMARY INSURANCE, THIS POLICY SHALL BE PRIMARY AS RESPECTS YOUR NEGLIGENCE AND CONDITION 4. OTHER INSURANCE DOES NOT APPLY, BUT ONLY WITH RESPECT TO COVERAGE PROVIDED BY THIS POLICY.

This endorsement effective 07/15/2004
forms part of Policy Number LHC803029
issued to CARE AMBULANCE SERVICE, INC.
by

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

Pam Valentine 10/12/04
Risk Management

Endorsement No.: 01

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPADPOLICY
INSUREDPOLICY
INSUREDPOLICY
INSUREDPAGE 3
DATE 10/11/04

The Additional Insured endorsement is applicable to the Commercial General Liability coverage only. This insurance shall be primary insurance as respects the City, its elected officials, officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by the City, its elected officials, officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Oct. 6. 2004 12:11PM

Care Ambulance Service

No. 7998

P. 6

DATE (MM/DD/YYYY)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TR
CAR188C

08/05/04

PRODUCER
Dodge Warren & Peters - ORANGE
Lic. #0543895
The City Drive, Suite #300
e CA 92868-
Phone: 714-748-0464 Fax: 714-748-0474

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: National Continental Ins.
INSURER B: General Star Indemnity
INSURER C: Admiral Insurance Company
INSURER D:
INSURER E:

AVI
A+XV
24856 A+X

Care Ambulance Service, Inc.
Attn: Gene Wiskowski
8932 Katella Ave.
Anaheim CA 92804

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
A X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CP68916204	07/15/04	07/15/05	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B	EXCESS/UMBRELLA LIABILITY X OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	IXG385281B	07/15/04	07/15/05	EACH OCCURRENCE \$ 250,000 AGGREGATE \$ Excess of \$750,000 \$ Auto Liab \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OTHER Automobile Excess Liability	EX00000103401	07/15/04	07/15/05	\$2000000 Excess of \$1000000

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

*Except 10 Day Notice of cancellation for non-payment of premium. The City, its elected and appointed officials, officers, employees and volunteers are included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor. (continued)

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

Pam Valentine 10/12/04

Risk Management

CERTIFICATE HOLDER

C-GGROV

City of Garden Grove
Attn: Fire Marshall
P.O. Box 3070
Garden Grove CA 92842-3070

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joe R. Delaney

© ACORD CORPORATION

ACORD 25 (2001/08)

OCT-06-2004 13:46

714 828 7937

98%

P.05

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

HOLDER CODE

GGROY

CAR188C

PAGE 2

INSURED'S NAME

Care Ambulance Service, Inc.

JPID TR

DATE 08/05/04

This insurance shall be primary insurance as respects the city, its elected officials, officers, employees, and volunteers and shall apply rately to each insured against whom a suit is brought or a claim is

Any insurance or self-insurance maintained by the city, its elected officials, officers, employees and volunteers shall be excess of this insurance and shall not contribute with it.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TR
CAR188C

DATE (MM/DD/YYYY)

08/05/04

PRODUCER
Dodge Warren & Peters - ORANGE
Lic. #0543895
765 The City Drive, Suite #300
Orange CA 92868-
Phone: 714-748-0464 Fax: 714-748-0474

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

INSURED

Care Ambulance Service, Inc.
Attn: Gene Wiskowski
8932 Katella Ave.
Anaheim CA 92804

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's of London AXV

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	CLAIMS MADE				MED EXP (Any one person)
	OCCUR				PERSONAL & ADV INJURY
					GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG
	POLICY				
	PROJ				
	LOC				
A	AUTOMOBILE LIABILITY	RNAFA0400386	07/15/04	07/15/05	COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO				BODILY INJURY (Per person)
	ALL OWNED AUTOS				BODILY INJURY (Per accident)
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)
	HIRED AUTOS				
	NON-OWNED AUTOS				
	X Comp*				
	X Collision*				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	ANY AUTO				OTHER THAN EA ACC
					AUTO ONLY AGG
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
	OCCUR				AGGREGATE
	CLAIMS MADE				
	DEDUCTIBLE				
	RETENTION				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH- ER
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
					E.L. DISEASE - EA EMPLOYEE
					E.L. DISEASE - POLICY LIMIT
	OTHER				

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

* Except 10 Day Notice of cancellation if cancelled for non-payment.

*PHYSICAL DAMAGE: \$250,000 ANY ONE VEHICLE; \$1,500,000 ANY ONE LOSS; Reviewed and approved as to Insurance language and/or requirements.

\$10,000 DED. EA. & EVERY LOSS.

Pam Valentine 10/12/04
Risk Management

CERTIFICATE HOLDER

CANCELLATION

C-GGROV

City of Garden Grove
Attn: Fire Marshall
P.O. Box 3070
Garden Grove CA 92842-3070

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

AUTHORIZED REPRESENTATIVE

Joe R. Delaney

J.R. Delaney

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID IN
CAR188CDATE (MM/DD/YYYY)
10/06/04**PRODUCER**

Dodge Warren & Peters - IRVINE
Lic. #0543895
29 A Technology Drive
Irvine CA 92618
Phone: 949-790-9200 Fax: 949-790-9294

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Ca. State Compensation Ins-CBC **NR-4**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Care Ambulance Service, Inc.
ATTN: Gene Wiskowski
8932 Katella Ave.
Anaheim CA 92804

COVERAGES

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

INSR ADD'LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	23623202	12/01/03	12/01/04	X WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

*Except 10 days notice of cancellation for Non-Payment of Premium and/or non-reporting of payroll. Waiver of Subrogation endorsement to be issued by State Fund in favor of the City, its officers, elected officials, agents, volunteers, and employees.

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

Pam Valentine 10/12/04

CERTIFICATE HOLDER**CANCELLATION**

Risk Management

C-GARGR

City of Garden Grove
Attn: Dave Bertka
P.O. Box 3070
Garden Grove CA 92842-3070

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

AUTHORIZED REPRESENTATIVE

Joe R. Delaney

Joe R. Delaney

SELECTION OF EMERGENCY GROUND AMBULANCE PROVIDER (F: 55)
(XR: 26.1)

Staff report dated July 13, 2004, was introduced, and the Fire Chief reviewed the Request for Proposals (RFP) and the rating processes. The three proposals that successfully went through the process were American Medical Response (AMR), CARE ambulance, and Emergency Ambulance.

Chad Druten, representing Emergency Ambulance Services of Brea, addressed the Council, expressing appreciation for the consideration, noting that they are honored to have been ranked as outstanding.

John Hincks, representing AMR, addressed the Council. He reviewed their strong points and calls for service.

Rick Richardson, representing CARE Ambulance, addressed the Council. He reviewed their strong points, calls for service, and their service record, noting that they have received no complaints of their service in Garden Grove. He expressed appreciation for staff's support.

Bryan Balmer, representing AMR, addressed the Council, indicating that he believes their company is the best.

Jeremiah Berman, representing AMR, addressed the Council, speaking in support of AMR.

Dana Harms, Discharge Planner at the Garden Grove Hospital, addressed the Council, speaking in support of AMR.

Harry Krebs addressed the Council, speaking in support of CARE Ambulance.

Hy Lam addressed the Council, speaking in support of AMR.

It was moved by Councilman Rosen, seconded by Mayor Broadwater, and carried by unanimous vote, that CARE Ambulance be selected as Garden Grove's Emergency Ground Ambulance provider for a period of five years, with two one-year extensions; staff and the City Attorney are authorized to negotiate an agreement consistent with the provider proposal; and the Mayor is authorized to execute the agreement.

INTER-DEPARTMENT MEMORANDUM

Date: July 13, 2004

- Having an ambulance provider that will meet or exceed the Orange County Emergency Ambulance response time standards 90% of the time. This is 9 minutes 59 seconds or less for Advance Life Support responses (ALS), 14 minutes 59 seconds or less for Basic Life Support (BLS) response calls.
- Having modern, reliable, clean, well-maintained and equipped ambulances are vital to consistently giving the highest quality of patient care.
- Having well-trained and professional ambulance staffing that can work closely with our firefighters and paramedics.

AMBULANCE RFP EVALUATION

July 13, 2004

Page 2

These partnerships with ambulance companies can also provide additional organizational and financial elements that can benefit the City. As examples these could include participating in community events, or increasing revenue to offset some of the cost of the paramedic program.

DISCUSSION

Request for Proposals (RFP) for an Emergency Ambulance Provider went out in early April of this year. Seven ambulance companies picked up packets and attended the Pre-submission Conference. The process was explained and they were allowed to ask questions. Five of those companies returned their proposals to the City Clerk by the April 26, 2004 deadline. Following an initial staff review (Fire and Finance) two of the companies were determined to be ineligible and received notification. The three remaining proposals that successfully went through the process were American Medical Response (AMR), CARE Ambulance, and Emergency Ambulance.

The RFP process consisted of:

- An Initial staff screening, which looked at the proposals to be certain that they were complete and met the minimum requirements.
- An evaluation by an Independent Advisory Rating Review Panel.
- The Independent Advisory Review Panel reporting their findings to the Fire Chief, relating to the categories that they were asked to evaluate.
- The Fire Chief then reviewing all information for the purpose of making an overall category ranking, and to formulate a recommendation.
- A staff report presented to the City Manager, from the Fire Chief, making an overall recommendation.

FINANCIAL

None of the provider's proposals increase costs to the City. Under the current agreement the ambulance provider generates revenue for the City while providing these services. The revenues have increased over the past three years to over \$350,000 for this year. The Ambulance Companies were asked to include any other potential financial synergies in their proposals that they would be willing to participate in, that would also benefit the City of Garden Grove. These are included in the attached overview (attachment 2).

SUMMARY

All three companies that completed the process presented proposals showing that they had exceeded the minimum standards in all category classifications.

Per the RFP Instructions the Fire Chief was to assemble the Advisory Rating Review Panel's evaluation, and then assign one overall category rating to each proposal. The ratings were:

CARE Ambulance	OUTSTANDING
Emergency Ambulance	OUTSTANDING
AMR Ambulance	HIGHLY COMPETENT

Additional Information is shown in the following listed attachments:

1. The final ranking summary in the seven given categories.
2. A summary (overview) of the three companies proposals.
3. Summary of qualifications of the review panel.

The following recommendation is based on the overall evaluation, operational and financial synergies, and experience with the ambulance providers.

RECOMMENDATION

It is recommended that City Council:

- Approve CARE Ambulance as Garden Grove's Emergency Ground Ambulance provider for a period of five years, with two one-year extensions per council approval.
- Authorize staff and the City Attorney to meet with CARE Ambulance and negotiate an agreement consistent with the provider proposal, and authorize the Mayor to execute the agreement on behalf of the City once completed.



KEITH OSBORN
Fire Chief

Recommended for Approval



Matthew Ferial
City Manager

Attachment 1 - Final Ranking Summary by Review Panel
Attachment 2 - Proposals List of Key Items (5 pages)
Attachment 3 - Summary of Qualifications of Review Panel

Final Ranking Summary by Review Panel

Evaluated Sections	Care	Emergency	AMR
Patient Care / Transportation Design	Outstanding	Outstanding	Highly Competent
Operational Systems	Outstanding	Outstanding	Highly Competent
Financial Analysis	Highly Qualified	Qualified	Qualified
Patient Billing Systems	Highly Competent	Outstanding	Outstanding
Experience	Outstanding	Outstanding	Highly Competent
Vehicle maintenance and Records	Outstanding	Competent	Outstanding
Personnel Training and Records	Outstanding	Highly Competent	Highly Competent

Ranking Order:

Outstanding
Highly Competent
Competent
Fair / Acceptable
Not Acceptable

Financial Grading Scale:

Highly Qualified
Qualified
Not Acceptable

(Financial Analysis completed by Garden Grove's Finance Department)

Proposals List of Key Items

Attachment 2 is a list of some of the items in the ambulance companies proposal submissions. The items listed are the key points and feasible options that the City of Garden Grove could implement. Items common to all of the bids, and items that are not workable, such as housing ambulance personnel in our fire stations (not physically possible currently, due to lack of facilities) and Paramedic Assessment fees (already paid by paramedic-ad valorem tax) were excluded. The list was developed to show staff and the City Council the differences between the proposals submitted by the three ambulance companies. This list was not developed or used by the independent review panel to score the proposals, but was considered in the overall recommendation by the Fire Chief.

The financial grading was completed by the Garden Grove Finance Department. This was due to the Finance Department's expertise in this area, and also because this information was submitted separately as confidential company information, which was requested not to be shared outside of those that needed to review the information in this process. The other six categories of the submitted proposals were evaluated and ranked by an independent review panel.

To aid in the independent review panel's evaluation, Fire Department staff visited provider facilities and supplied standardized feedback to the panel in the areas of vehicle maintenance and records, facilities, training programs and personnel records. Additionally, "report cards" from the hospitals and public agencies that use, or contract with the providers were taken, compiled, and reported to the panel.

Care Ambulance (Ranked #1)

Patient Care and Transportation Systems:

- ✓ Will provide 3 dedicated ambulances
- ✓ New Ambulances for Garden Grove
- ✓ First Responder Program:
 - Care agrees to provide front-line advanced life support equipment in the ambulances
 - Return paramedics from the hospitals to the fire stations
 - Return all of the equipment from the hospital to the fire stations
 - This allows paramedic engine companies to stay in-service as a paramedic assessment unit
- ✓ Duplicate work schedules as fire department
- ✓ Performance Bond options
- ✓ Fail Safe Franchise if City desires
- ✓ Will provide "On Scene Patient History" to Metro Net dispatch

Operational System:

- ✓ Ambulances to be dispatched by Metro Net Dispatch
 - Will provide fire department radios in all ambulances
 - Fire Department to maintain command and control of ambulance
- ✓ Seamless transition
- ✓ Crews are housed within the city in private facilities
- ✓ Current response time surpass standards

Financial Analysis:

Highly Qualified

Patient Billing System:

- ✓ Waive the 7% admin fee for ALS pass-through billing services, when Metro Net dispatches (currently valued at \$22,700)
- ✓ Rated consistently the highest among all contract emergency providers
- ✓ Currently provides on time and well documented invoicing
- ✓ Suggested non-resident user fee, will forgo 7% administration fee if enacted by City (potentially valued at \$30,000). The non-resident user fee could generate up to an additional \$300,000 for the City if Council enacted this through a future (separate) City Council action.

Experience:

- ✓ Accreditation from Commission on Accreditation of Ambulance Service
- ✓ Experience and qualifications of management team = Outstanding
- ✓ Years of providing emergency service = 34
- ✓ Rated consistently the highest from emergency providers

Vehicle Maintenance and Records:

- ✓ On-site inspection of maintenance facility and request for records resulted in an outstanding rating
- ✓ One contractor for fleet maintenance

Care Ambulance - continued

Personnel Training and Records:

- ✓ Quality Assurance program rated very high
- ✓ Proactive in providing newest medical equipment and technologies, i.e., AED, Mark I kits, pediatric safety equipment

Emergency Ambulance Service (Ranked #2)

Patient Care and Transportation Systems:

- ✓ Will provide 4 dedicated ambulances
- ✓ Will provide new ambulances after the first year of the contract
- ✓ First Responder Program:
 - Emergency agrees to provide front-line advanced life support equipment in the ambulances
 - Return paramedics from the hospitals to the fire stations
 - Return all of the equipment from the hospital to the fire stations
 - This allows paramedic engine companies to stay in-service as a paramedic assessment unit
- ✓ Duplicate work schedules as fire department
- ✓ Performance Bond, \$100,000

Operational Systems:

- ✓ Ambulances to be dispatched by Metro Net Dispatch
 - Dual head radio system to allow communication in rear compartment
 - Will provide Fire Department radios in all ambulances
 - Fire Department to maintain command and control of ambulances
- ✓ Back-up units come from Placentia and Brea
- ✓ 4 Crews are housed within the city in 3 private facilities
- ✓ State of the art dispatch center

Financial Analysis:

Qualified

Patient Billing System:

- ✓ Waive the 7% admin fee for ALS pass-through billing services, when Metro Net dispatches (currently valued at \$22,700)
- ✓ Will provide billing services to Garden Grove

Experience:

- ✓ Accreditation from Commission on Accreditation of Ambulance Service
- ✓ References from emergency provider were highly rated
- ✓ Years of providing emergency service = 26
- ✓ Experience and qualifications of management team = Outstanding

Vehicle Maintenance and Records:

- ✓ Decentralized records
- ✓ Multiple vehicle contractors
- ✓ Expects to order new units if awarded contract after first year

Personnel Training and Records:

- ✓ Quality Insurance methods are strong and rely on internal dispatch system

American Medical Response (Ranked #3)

Patient Care and Transportation Systems:

- ✓ Will provide 3 dedicated ambulances
- ✓ New Ambulances for Garden Grove
- ✓ Large reserve ambulance pool

Operational System:

- ✓ Ambulances to be dispatched by Metro Net Dispatch
 - Will reimburse on a per call basis
 - Will provide fire department radios in all ambulances
- ✓ Emergency generator at dispatch center
- ✓ Will provide emergency dispatch radios in all units

Financial Analysis:

Qualified

Patient Billing System:

- ✓ 7% administrative fee will be assessed
- ✓ Will provide billing services for Garden Grove
- ✓ Ranking of billing system = Outstanding

Experience:

- ✓ Accreditation from Commission on Accreditation of Ambulance Service
- ✓ Years of providing emergency service = 34
- ✓ Experience and qualifications of management ranking = Outstanding

Vehicle Maintenance and Records:

- ✓ Centralized maintenance facility
- ✓ Company owned maintenance facility
- ✓ Maintenance records and fleet maintenance schedules rating = outstanding

Personnel Training and Records:

- ✓ Quality Insurance program rating = outstanding
- ✓ Inspection of training classes and schedules rating = outstanding

Summary of Qualifications of Review Panel

John J. Caulfield Jr. (Jack)

Thirty-year resident of Garden Grove
Retired Air Force Colonel, Deputy for Contracting, Secretary of the Air Force, Office of Special Projects – Los Angeles
McDonnell Douglas Corporation, Director of General Procurement (retired)
Expertise in RFP's and procurement
B.A. Degree in Business Administration (Manhattan College)
Masters Degree in Industrial Management (University of Colorado)
1997-98 Orange County Grand Jury
Volunteer-in-Policing, GGPD
Founding Member of Garden Grove CERT Program
GGPD Chief's Forum

Mary Jo Vincent

County of Orange-Health Care Agency-Emergency Medical Services (EMS) Division-Ambulance and Basic Life Support Program Coordinator
Critical Care & Cardiac Care Registered Nurse at St. Jude Medical Center (previous employer)
B.S. Degree in Nursing (Cal State Long Beach)
Extensive experience & expertise in reviewing, evaluating, and providing oversight of ambulance R.F.P. processes within Orange County
Processes annual licenses of medical transport providers
Inspects ambulance facilities & vehicles
Analyzes and interprets State & Federal Ambulance Regulations

Douglas J. Fackiner

City of Orange-Administrative Fire Captain (current)
A.A. Degree in Fire Science/Paramedic Training (Saddleback College)
B.A. Degree in Communications (Cal State University Fullerton)
Experience as a Firefighter, Paramedic, Fire Captain
Expertise in Purchasing, Fire Department Budget, and Fire Department Ambulance Program