

**SECOND AMENDMENT**  
**TO**  
**AGREEMENT FOR AMBULANCE TRANSPORTATION AND BILLING SERVICES**

This Second Amendment to the Agreement for Ambulance Transportation and Billing Services (this "AMENDMENT") is made as of August 16, 2019 by and between Care Ambulance Service, Inc. ("CONTRACTOR") and the City of Garden Grove ("CITY").

WHEREAS, CONTRACTOR and CITY have entered into that certain Agreement for Ambulance Transportation and Billing Services (the "AGREEMENT") dated as of April 25, 2017 pursuant to which CONTRACTOR provides exclusive emergency ambulance services to the CITY and its citizens; and

WHEREAS, the AGREEMENT was amended by that certain Operational Amendment dated as of April 10, 2018 with respect to Section 14, stocking of supply warehouse; and

WHEREAS, CITY has contracted with the Orange County Fire Authority to provide fire and paramedic services effective August 16, 2019.

NOW, THEREFORE, the parties hereby agree as follows:

1. Operational Amendment Rescinded. The Operational Amendment dated as of April 10, 2018 is hereby rescinded.
2. Payment for Pre-Hospital Supplies. Section 14 of the AGREEMENT is hereby amended to reduce the minimum reimbursement amount to eighteen dollars and fifteen cents (\$18.15).
3. Minimum Acceptable Operational Standards and Procedures. Exhibit "A" of the AGREEMENT is hereby amended and replaced with Exhibit "A" attached hereto. OCFA shall have the right to meet and confer with CONTRACTOR on all operational standards and procedures outlined in Exhibit "A."
4. Survival. All other terms and conditions contained in the Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed as of the day and year first written above.

**“CITY”**

**CITY OF GARDEN GROVE**

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

**ATTESTED**

By: \_\_\_\_\_  
City Clerk

Approved at to Form:

By: \_\_\_\_\_  
City Attorney

**“CONTRACTOR”**

**CARE AMBULANCE SERVICE, INC.**

By: \_\_\_\_\_  
Troy Hagen, CEO

By: \_\_\_\_\_  
Brian Richmond, Secretary

## **EXHIBIT "A"**

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

#### **EXPERIENCE**

1. Minimum of five (5) years of experience as a contracted primary provider 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to the City of Garden Grove, approximately 34 calls for service daily.
2. The five (5) years of experience does not include contracts that only provide EMT labor to a city, county, or fire district. Contracted primary provider must actually provide the ambulance service and bill for those services, with the city, county, or fire district retaining that ambulance transport revenue.

#### **DISPATCH/RESPONSE**

1. It is the responsibility of the Contractor to create and maintain an independent, redundant communication system between the provider dispatch center and Orange County Fire Authority (OCFA).
2. The company awarded the Agreement will be expected to provide, at their cost, a direct communication link between OCFA 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 OCFA Fire Chief or designee.
3. OCFA and the successful Proposer will meet and agree upon the definition of "response time." This must be accomplished before the start date in order to create consistency in reporting methods.
4. Upon receipt of a dispatch alert from OCFA, the appropriate ambulance will respond Code 2 (expeditiously, but without lights and siren) unless otherwise advised by OCFA or fire personnel on scene. All dedicated ambulances shall be dispatched by OCFA.
5. Upon receipt of a dispatch request, the provider ambulance will announce the ambulance designator and response address via radio to OCFA.
6. The following emergency ground ambulance response times shall be adhered to at a monthly compliance rate of at least 90%:
  - a. Code 3-response time (red lights and siren) shall not exceed 9 minutes and 59 seconds.

- b. Code 2-response time (expeditious response without red light and siren) shall not exceed 14 minutes and 59 seconds.
  - c. For all responses, the provider shall have the responding unit enroute within 2 minutes and shall confirm with OCFA when the unit has been dispatched.
  - d. If the provider dispatch knows that the responding unit is delayed in their response for any reason, OCFA 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, OCFA 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 OCFA Fire Chief or designee and include the following:
- a. Weather conditions that are so severe as to impair the Contractor's response time performance. It shall be the Contractor's responsibility to advise OCFA of such conditions in order to minimize the impacts of such conditions.
  - b. In times of natural disasters, which have been declared by the appropriate governmental agency, response time requirements are waived until such time as the disaster is mitigated and normal operations are restored.
8. Response Areas: For response reporting purposes, the geographic boundaries of the City will be one (1) response area.
9. The provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis. The supervisor shall be available through the provider's dispatch.
10. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:
- a. It is highly desirable to be located in Orange County.
  - b. Capable of primary and secondary communication systems.
  - c. Capable of data (electronic handshake) and voice communication with OCFA (Any proposals for change must be approved by the OCFA Fire Chief or designee).
11. All ambulance responses shall be in accordance with the California Vehicle Code.

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

## **REPORTING**

1. The provider shall provide monthly reports containing the following response data.
  - a. Time of dispatch alert for OCFA.
  - 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: OCFA and the successful Proposer shall meet and develop a CQI reporting process that will allow both parties to track the provider's individual and system performance and develop service enhancements.

## **ON SCENE PROCEDURES**

1. Ambulance personnel shall perform as a part of the patient care team. They shall be expected to be able to perform all treatment modalities within their scope of practice as defined by OCEMSA policies and procedures.
2. All ambulance personnel assigned to work within the City shall be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.
3. As with all responders to the emergency scene, ambulance personnel shall work under the direction of the Incident Commander and/or the EMT-Paramedic in charge of the patient(s) and/or scene. They shall respond to the directions of such persons in a positive and affirmative manner.
4. Ambulance personnel will inform the EMT-Paramedic and/or Incident Commander of any unseen danger or safety concern that might lead to additional injury to victim or responder.

5. Ambulance personnel shall place their apparatus and equipment in a safe location and shall be mindful of the need for safe operations on the scene of an emergency.
6. Ambulance personnel shall not participate in any firefighting or rescue operation.
7. Ambulance personnel shall request a secondary response unit and/or the field supervisor immediately upon finding that their unit has suffered a mechanical failure or at the request of the incident commander. They shall likewise immediately inform the incident commander of mechanical failure.
8. During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under the contract shall be interrupted from the moment the disaster situation is made known to the contractor by the OCFA. 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 OCFA 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 OCFA shall work with the contractor to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.
9. If requested by the OCFA Fire Chief or designee, ambulances shall return OCFA crew members and equipment to their apparatus in the field or stations upon completion of patient delivery to a designated facility.

## **PERSONNEL**

1. The provider shall insure compliance by all employees to all applicable provisions of:
  - a. The California Health and Safety Code.

- b. The California Vehicle Code.
  - c. County of Orange Ordinance No. 3517.
  - d. The County of Orange Emergency Medical Service policies and procedures.
  - e. Chapter 5.10 (Ambulances) of Title 5 of the Garden Grove Municipal Code.
  - f. All other applicable federal, state, and local laws, regulations, and statutes.
2. All response personnel shall have in their possession, at all times when on duty, applicable licenses, certifications or permits required for their specific job function as outlined in the requirements of the agencies and codes listed above.
  3. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
  4. The OCFA Fire Chief or his designee may, at any time, request to inspect the licenses, certifications, or permits of the response personnel for verifying validity and compliance with applicable provisions of the agencies and codes as outlined above.
  5. Provider shall allow OCFA members to be on the selection panel for ambulance crew members working within the City.
  6. Provider shall be responsible to ensure that all personnel working in the City conform to company and City uniform and grooming standards, and present him or herself in a positive and professional manner.
  7. Provider shall be responsible to ensure that none of their personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance.
  8. Provider shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.
  9. The OCFA Fire Chief or designee 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 OCFA and the provider agency and shall not exceed 20 hours per year.
  10. Provider shall be responsible to ensure that all personnel working in the City be trained and exercised in Orange County Disaster response procedures, Multiple

Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.

11. Provider shall make available to the OCFA Fire Chief or designee, upon request, the training records of all personnel responding to emergencies within the City.
12. While the Proposer is an independent contractor, this RFP requires the contractor to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of the contractor is patient care and transportation. The contractor will utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent, which might impair judgment or motor skills.
13. The OCFA Fire Chief or designee 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 OCFA.
14. Provider shall ensure that all personnel working in the City have personal protective equipment (PPE) as deemed appropriate by the OCFA Fire Chief or designee.
15. Provider shall ensure that personnel and the four (4) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by the OCFA Fire Chief or designee. During the term of the Agreement, City and Provider may meet and confer on the housing of ambulances and their crews on City property subject to rent or license fees payable to the City.



## SECTION IV. SUPPLIES, EQUIPMENT, AND VEHICLES

### SUPPLIES AND EQUIPMENT

Supplies carried onboard ambulances:

1. All emergency equipment and supplies shall be maintained in a “ready to use” condition, as required by OCEMSA Policies and Procedures, California Vehicle Code, and the California Health and Safety Code (Title 13 and Title 22) and all other applicable laws, regulations and/or procedures, throughout the term of the agreement.
2. In conjunction with and in addition to the above requirements, each emergency ambulance operating within the City shall carry as part of its standard inventory all supplies and equipment named in OCEMSA Policies and Procedures #325.00, Advanced Life Support (ALS) Unit Minimum Inventory. Brand, type and specifications of supplies and equipment to be specified by the City to ensure compatibility. Optional supplies and equipment named in the policy may be required.

Exception: The OCFA will provide and maintain all controlled narcotics.

3. All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.
4. Supplies to be stocked or warehoused: The emergency ambulance transport services provider shall maintain a stock or warehouse of appropriate supplies and equipment within the City for the purpose of re-stocking their units in a timely manner.
5. Proposers shall demonstrate compliance and interoperability with the countywide electronic Prehospital care report (ePCR) program known as the Orange County Medical Emergency Data System (OC-MEDS). Provider shall meet this requirement by utilizing the same ePCR software specified and used by the OCFA.

### VEHICLES – Quality of vehicles and maintenance practices

1. Proposers shall specify in their proposal the ambulance types, make, and mileage for primary responding units and reserve units.
2. The ambulances will be dedicated solely for the City, and display City of Garden Grove branding, and not subject to every day coverage for other agencies or internal private use, excluding incidents as described in Section III, Dispatch/Response, Item 7, and exemptions granted at the sole discretion of the OCFA Fire Chief or designee.
3. The amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the Agreement. Four (4) new chasis,

type III modular ambulances, to be used exclusively for emergency ambulance transports originating within the City, will be considered a minimum acceptable level for service in the City.

4. The ambulances must be equipped with 800 MHZ radios with encryption capability (on board and/or portable), navigation system, Automatic Vehicle Locator System (AVL) hardware and software (GPS system) that interfaces with OCFA.
5. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, OCEMSA, and NFPA 1917.
6. Proposers shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in the City, the total number of ambulances that will be on duty during any given time of the day or night, and will commit to maintain that number and type of vehicle throughout the term of the Agreement.
7. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.
8. Commitment to driver training: The Proposer shall describe the driver-training program employed by the Proposer to prepare and maintain safe operations of their ambulances.
9. Maintenance and maintenance records: The Proposer shall, in the proposal, enumerate the status of the maintenance records of the ambulances intended for use in the City, their availability for review, and shall commit to the maintenance of such records throughout the term of the Agreement. Ambulances shall be maintained in accordance to these maintenance schedules and records.
10. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate Agreement cancellation.
11. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by the service provider immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.
12. The Proposer shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

## SECTION V. FINANCIAL SYNERGIES

### BILLING SYNERGIES

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

Billing Services: The following is currently in place:

1. Advanced Life Support (ALS): The Contractor and the City acknowledge that the City presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents. The City does not receive 100% reimbursement for such services. Accordingly, the Contractor and the City agree that the Contractor will ~~retain-bill the~~ City ALS services fee and, if the Contractor actually collects an amount for the ALS services fee, the Contractor will reimburse City at least the amount collected for the ALS services fee up to \$387.35 per ALS call (or the increased amount, if increased pursuant to the following sentence) for its out-of-pocket expenses for such ALS services. The ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.
2. Non-Resident Fee: The City presently provides paramedic assessment services (not always requiring transport) to residents and non-residents; The City has a non-resident fee of \$387.35 for such paramedic assessment services. Accordingly, the Contractor and the City agree that the Contractor will ~~retain-bill the~~ City non-resident fee and, if the Contractor actually collects an amount for the City non-resident fee, the Contractor will reimburse the amount collected for the City non-resident fee City at least up to \$387.35 (or the increased amount, if increased pursuant to the following sentence) for its out-of-pocket expenses for such paramedic assessment service to the non-resident. The non-resident fee cost is to be increased in an amount equal to the increase, if any, allowed by the action of the City Council.
3. In consideration of this billing service, Contractor shall receive an administrative fee of seven percent (7%) of those City / ALS and non-resident service fees actually collected.
4. Contractor shall transmit fees due to the City for ALS and non-resident service on a monthly basis with a report including, but not limited to, total amount of ALS calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.
5. Medical Supply Reimbursement Fee: Contractor shall reimburse the OCFA on a quarterly basis \$18.15 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The

expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

## **SECTION VI. ORGANIZATIONAL SYNERGIES**

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

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

## SECTION VII: RESPONSE INFORMATION 2015

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

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

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

\*Paramedic Assessment Unit (PAU)

<b>Patient Care Level Provided</b>	<b>8,105</b>
<b>ALS and BLS Responses with Transports</b>	<b>8,105</b>