Health Services
LOS ANGELES COUNTY

November 29, 2016

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
18-C November 29, 2016

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE AGREEMENTS AND OTHER ACTIONS RELATED TO THE PROVISION OF SUCH SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of (i) new Agreements for the provision of emergency ambulance transportation services 9-1-1 response in the uncontested exclusive operating areas; and (ii) related Various Services Agreements for the provision of advanced life support billing services, collection of 9-1-1 dispatch fees, and reimbursement for supplies used on advanced life support transports.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Agreement with each of the providers listed in Attachment A for the uncontested exclusive operating areas (EOAs), effective upon Board approval for the period December 1, 2016 through November 30, 2026, to provide emergency ambulance transportation services 9-1-1 response, with no exchange of money between the parties.

2. Acting as the Governing Body of the Consolidated Fire Protection District of Los Angeles County (Fire District), authorize the Fire Chief, or his designee, to execute a Various Services Agreement with each of the providers listed in Attachment B for the uncontested EOAs, effective upon Board approval for the period December 1, 2016 through November 30, 2026, to provide advanced life support (ALS) billing services, the collection of 9-1-1 dispatch fees, and for reimbursement for supplies used on basic life support (BLS) transports.

3. Delegate authority to the Director, or his designee, to execute Amendments to the current Emergency Ambulance Transportation

Services Agreements with the providers for the uncontested EOAs, revising the term to a November 30, 2016 expiration date, to coincide with the effective date of the new Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Recommendations

Approval of the first recommendation will allow the Director or his designee to execute Agreements for emergency ambulance transportation services 9-1-1 response for the uncontested EOAs, substantially similar to Exhibits I and II, respectively, with the providers listed in Attachment A, with a service start date of December 1, 2016 and which will replace the current agreements that are scheduled to expire on December 31, 2016.

Approval of the second recommendation will allow the Fire Chief, or his designee, to execute Agreements for the provision of ALS billing services, the collection of 9-1-1 dispatch fees, and the reimbursement for supplies used on BLS transports, substantially similar to Exhibit III, in the uncontested EOAs with the providers listed in Attachment B.

Approval of the third recommendation will allow the Director or his designee to execute an Amendment, substantially similar to Exhibit IV, to the current Emergency Ambulance Transportation Services Agreements with the providers in the uncontested EOAs, which will revise the term to a November 30, 2016 expiration date, to coincide with the effective date of the new Agreements.

Implementation of Strategic Plan Goals

The recommended actions support(s) Goal 3 – Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Emergency Ambulance Transportation Services 9-1-1 Response Agreement

There is no exchange of money under the Emergency Ambulance Transportation Services 9-1-1 Response Agreements. The County provides certain in-kind services including support services and discounted dispatch services, as applicable, in exchange for the transport of County-responsible patients. For the transport of all other patients, the contractors bill the appropriate responsible party.

Various Services Agreement

The Fire District's 2016-17 Budget includes $9.1 million for ALS revenue. This revenue is an integral part of the Fire District's emergency services funding.

The Fire District's rate per dispatch is $19.08. However, $4.58 of the $19.08 per dispatch is being used by County to provide a discount to the contractors, as applicable, as part of County's in-kind services in exchange for the contractor's transport of County-responsible patients.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Emergency Ambulance Transportation Services 9-1-1 Response Agreement

As a means of satisfying a 1986 ruling by the California Court of Appeals, which held the County responsible for the provision of emergency ambulance transportation services 9-1-1 response to all residents of the County, including persons within incorporated areas, DHS created EOAs for contract providers, as authorized by H&S Code Section 1797.224. Pursuant to this statute, a local EMS agency may create one or more EOAs in the development of a local plan if a competitive process is utilized to select the provider or providers of the services pursuant to the plan. No competitive process is required if the local EMS agency develops or implements a local plan that continues the use of existing providers operating within a local EMS area in the manner and scope in which the services had been provided, without interruption, since January 1, 1981. A local EMS agency which elects to create one or more EOAs in the development of a local plan is required to develop and submit for approval to EMSA, as part of the local EMS plan, its competitive process for selecting providers and determining the scope of their operations.

The nine (9) EOAs (Attachment D) created by the recommended Agreements before the Board cover 59 of the 88 incorporated cities within Los Angeles County and all of the County's unincorporated area. The contractors will exclusively receive 9-1-1 calls for emergency ambulance transportation services in their awarded EOA(s), except in major emergency or disaster situations. At the conclusion of the protest process, DHS will return to the Board with recommendations for award of agreements for the contested EOAs (Attachment C).

For the remaining 29 incorporated cities in Los Angeles County, the County has contracted directly with the city governments for the provision of emergency ambulance transportation services 9-1-1 response by these cities within each city's respective jurisdiction. Because these cities have been providing services in the same manner and scope, and without interruption, since January 1, 1981, they are exempt from the competitive process requirement pursuant to H&S Code Section 1797.224.

The Agreement may be terminated for convenience by the County upon 365 days' prior written notice. In addition, the Agreement states that if a provider requires additional or replacement personnel, the provider agrees to receive referrals from other ambulance operators to qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list.

Various Services Agreement

The Fire District provides fire protection and emergency medical services to 57 of the 88 incorporated cities and all of the County's unincorporated area that will receive emergency ambulance transportation services 9-1-1 response through the award of six of the nine EOAs. While ambulance personnel are responsible to provide basic life support (BLS) services to the patients they transport, Fire District paramedics provide a higher level of care, known as ALS, for those patients who need such care both before and during transport to the hospital. The Fire District has 100 paramedic units that provide ALS services, and respond to approximately 161,000 calls per year in which Fire District paramedics provide ALS service in the ambulance during patient transport to the medical facility.

In April 2001, and again in May 2006, the Board authorized ALS Billing Agreements with approved ambulance companies through which a "paramedic pass through fee" program was implemented for services provided by Fire District paramedics. This paramedic pass through fee reflects the difference between the BLS fees that ambulance companies charge for emergency transports and the higher level fees that are allowed when a Fire District paramedic provides medically necessary ALS services during transport. The ALS services fee limits are established by the County or other governmental agencies, such as Medicare. The ambulance companies bill for the Fire District's ALS emergency transports on behalf of the Fire District and remit payment to the Fire District as outlined in the Various Services Agreement.

As stipulated in the RFP that DHS released in February, 2016, and as outlined in the Various Services Agreement, the paramedic pass through fee program described above has been expanded for the new Agreement to also include reimbursement to the Fire District for EMS supplies and the 9-1-1- dispatching of ambulance units.

All Agreements

The Agreements include all Board of Supervisors' required provisions, including the most recent provision – Compliance with County's Zero Tolerance Human Trafficking Policy.

County Counsel has approved Exhibits I, II, III, and IV as to form.

CONTRACTING PROCESS

DHS released the RFP on February 4, 2016, approved by EMSA as required by H&S Code Section 1797.224, to identify the most qualified proposer(s) for emergency ambulance transportation services 9-1-1 response. Proposals were requested for nine (9) EOAs. Notice of availability of the RFP was timely posted on the County's website as well as the DHS website. In addition, DHS provided notice by email to vendors on DHS' internal mailing lists.

As of the submission deadline on June 23, 2016, DHS received proposals from six (6) entities. Proposals were evaluated using a two-phase selection process. Phase I was a Pass/Fail Evaluation of the minimum mandatory requirements stated in the RFP. All proposers passed Phase I of the evaluation process.

Phase II was an evaluation conducted by an Evaluation Committee comprised of DHS and Fire District representatives familiar with emergency ambulance transportation services 9-1-1 response. The informed averaging process was used. At the conclusion of Phase II, the providers listed in Attachment A were the top ranked proposers for the respective EOAs. Debriefings concerning the evaluations were offered to five of the proposers and three requested and received debriefings.

While DHS received protests from two proposers for the following EOAs: 2, 3, 4, and 5, and is thoroughly evaluating the submitted protests in accordance with the Board's protest policy for the contested EOAs, DHS requests that agreements be awarded to the top ranked proposers in the uncontested EOAs.

Various Service Agreements will be executed with the providers in Attachment B that will be providing services in EOAs in which the Fire District is the jurisdictional fire department.

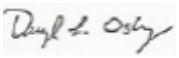
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that emergency ambulance transportation services 9-1-1 response will continue without interruption for the residents of Los Angeles County and allow for the Fire District to recover costs associated with its provision of ALS services and dispatching 9-1-1 calls.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

Respectfully submitted,



Daryl L. Osby
Fire Chief

MHK:es

Enclosures (8)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Attachment A

Emergency Ambulance Transportation Services 9-1-1 Response

Uncontested Exclusive Operating Areas

Exclusive Operating Area	Private Providers (Top Ranked Proposer)	Annual Subsidy Amount
1	American Medical Response, Inc.	$0
6	Westmed Ambulance, Inc. dba McCormick Ambulance	$0
7	Westmed Ambulance, Inc. dba McCormick Ambulance	$0
8	Westmed Ambulance, Inc. dba McCormick Ambulance	$0
9	Westmed Ambulance, Inc. dba McCormick Ambulance	$0

Attachment B

Various Services Agreement

Uncontested Exclusive Operating Areas

Exclusive Operating Area	Private Provider
1	American Medical Response, Inc.
7	Westmed Ambulance, Inc. dba McCormick Ambulance
9	Westmed Ambulance, Inc. dba McCormick Ambulance

Attachment C

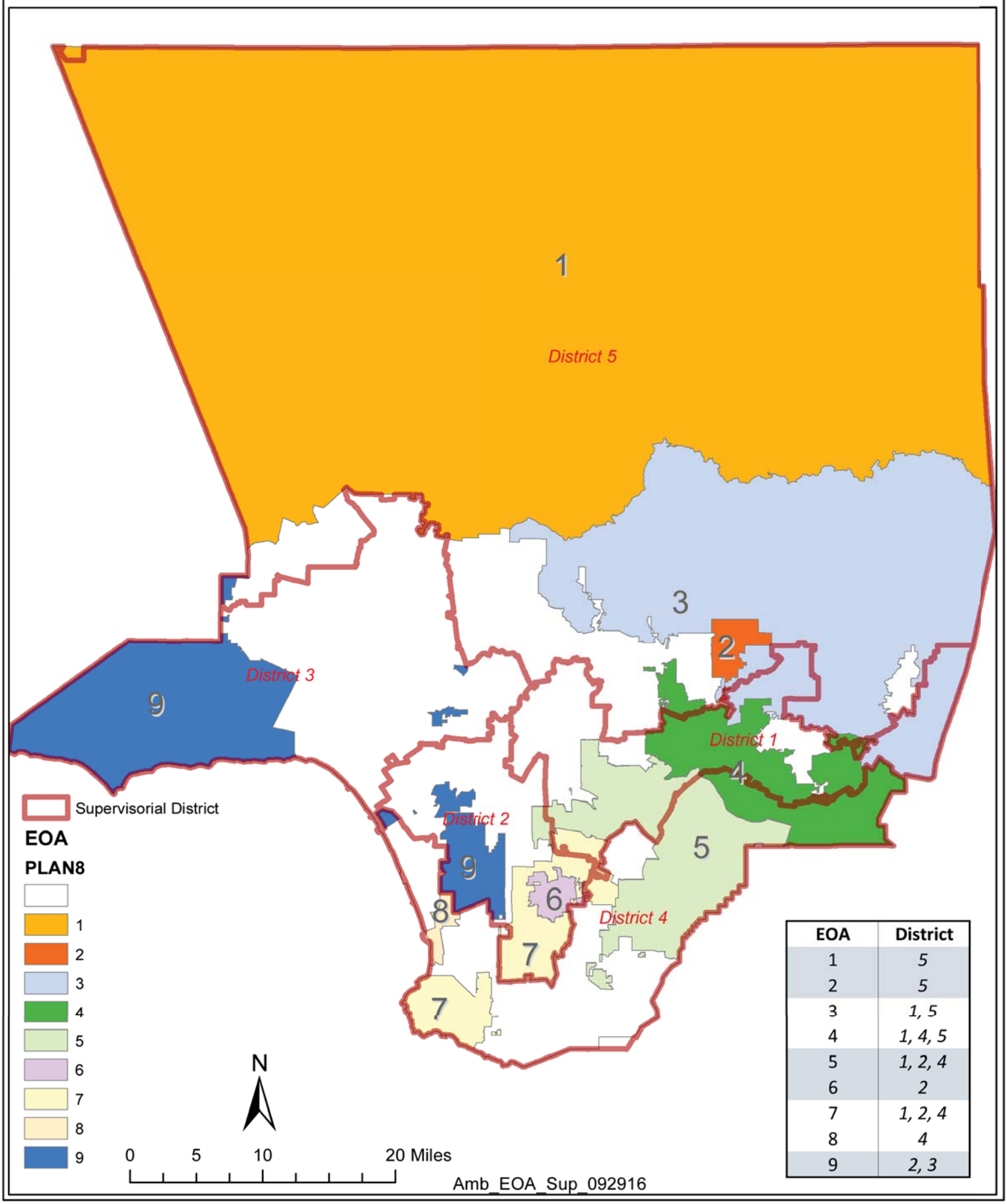
Contested Exclusive Operating Areas

Exclusive Operating Area	Current Contractor	Top Ranked Proposer*	Annual Subsidy Amount
2	Schaefer Ambulance Service, Inc.	Schaefer Ambulance Service, Inc.	$0
3	Schaefer Ambulance Service, Inc.	Care Ambulance Services, Inc.	$0
4	American Medical Response of Southern California	Care Ambulance Services, Inc.	$0
5	Care Ambulance Services, Inc.	Care Ambulance Services, Inc.	$0

*Subject to change. Non-selected proposers are currently protesting the selection of the top ranked proposers in these EOAs.

ATTACHMENT D

2016 Emergency Ambulance Transportation 9-1-1 Exclusive Operating Area (EOA) by Supervisorial District



EOA	District
1	*5*
2	*5*
3	*1, 5*
4	*1, 4, 5*
5	*1, 2, 4*
6	*2*
7	*1, 2, 4*
8	*4*
9	*2, 3*

EXHIBIT I

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN MEDICAL RESPONSE, INC.

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

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B CONTRACTOR RATES

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D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

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H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

J COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN MEDICAL RESPONSE, INC.

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

This Agreement and Exhibits made and entered into this ___ day of _____, 2016 by and between the County of Los Angeles, hereinafter referred to as County and American Medical Response, Inc., hereinafter referred to as Contractor. Contractor is located at 5257 N. Vincent Avenue, Irwindale, CA 91706.

RECITALS

WHEREAS, pursuant to the provisions of Sections 1445 of the Health and Safety (H&S) Code and 17000 of the Welfare and Institutions (W&I) Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawfully resident in County; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing Emergency Ambulance Transportation Services 9-1-1 Response as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, County has, as an objective, securing efficient and quality emergency ambulance transportation service, both in unincorporated areas and in incorporated areas of Los Angeles County, for any person found in need of Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, County does not own or operate a fleet of Ambulances sufficient to accomplish said objective within Los Angeles County; and

WHEREAS, County's competitive Request For Proposals (RFP) process for the award of exclusive operating area(s) (EOA) for Emergency Ambulance Transportation Services 9-1-1 Response has been authorized by the State Emergency Medical Services (EMS) authority; and

WHEREAS, in response to County's RFP for the provision of Emergency Ambulance Transportation Services 9-1-1 Response within the EOA(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, as a result of such process, County has selected and hereby awards Contractor with an EOA for Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, statutory authority for this Agreement is found in California Government Code Sections 26227 and 31000, in Welfare and Institutions Code Section 17000, and Health and Safety (H&S) Code Sections 1443, 1444, and 1797.224; and

WHEREAS, the County may contract with outside entities for Emergency Ambulance Transportation Services 9-1-1 Response when certain requirements are met; and

WHEREAS, the Contractor specializes in providing Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, The parties acknowledge that the efficient, cost-effective, and coordinated provision and management of Emergency Ambulance Transportation Services 9-1-1 Response by Contactor and the efficient, cost-effective, and coordinated operation by County of the EOA Program, require that Contractor be granted an EOA as authorized by State law pursuant to Section 1797.224 of the California H&S Code. Therefore this Agreement establishes Contractor as County's exclusive provider of primary Emergency Ambulance Transportation Services 9-1-1 Response within EOA 1 beginning on the service start date of December 1, 2016; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Emergency Ambulance Transportation Services 9-1-1 Response; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - General Statement of Work

1.2 EXHIBIT B - Contractor's Rates

1.3 EXHIBIT C - EOA Specific Statement of Work

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J- Compliance With County's Zero Tolerance Human Trafficking

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Agreement: This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the General and Specific Statements of Work, Exhibits A and C.

2.2 Advanced Life Support (ALS): Special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local Emergency Medical Services (EMS) system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.

2.3 Ambulance: Motor vehicle specially constructed, modified, equipped, or arranged for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, authorized by the state or operated by Jurisdictional Fire Department as an emergency vehicle, and used, or having the potential for being used, in emergency or nonemergency medical service to the public, regardless of level of service.

2.4 Ambulance Attendant: Any person other than the ambulance driver who is employed to accompany an Ambulance Driver while transporting any person needing medical attention or services.

2.5 Ambulance Driver: Any person who drives an Ambulance in which any person needing medical attention or services is transported.

2.6 Ambulance Operator: Any person or entity who for any monetary or other consideration, or as an incident to any other occupation, transports in one or more Ambulances of one or more persons needing medical attention or services.

2.7 Ambulance Unit: An Ambulance staffed with qualified personnel and equipped with appropriate emergency aid equipment and supplies, in accordance with applicable State law and local EMS Agency policies.

2.8 Ambulance Unit Supervisor: Supervisorial personnel who provide support and supervision to the Ambulance Units that provide services in the EOA.

2.9 Backup Services: Backup or mutual aid coverage provided by any other County licensed Ambulance Operator, when Contractor does not have an Ambulance Unit available to either respond or to respond in a proper response time.

2.10 Backup Provider: An Ambulance Operator licensed by the County that has agreed in writing to provide Backup Services to Contractor.

2.11 Basic Life Support (BLS): Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

2.12 Code 3 Emergency Response: A response to a call for Emergency Ambulance Transportation Services 9-1-1 Response in which a

Patient is to be immediately picked up and transported using red lights and siren. Code 3 is used in life-threatening situations, and when speed in obtaining emergency medical care appears essential to save a life, prevent undue suffering, or to reduce or prevent disability of the Patient being provided emergency transportation.

2.13 Contractor: The sole proprietor, partnership, limited liability company, corporation, or government entity that has entered into this Agreement with the County to perform or execute the work covered by the General and Specific Statements of Work, Exhibits A and C.

2.14 Contractor's Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.15 County's Project Director: Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.16 County's Project Manager: Person designated by County's Project Director to manage the operations under this Agreement.

2.17 County's Project Monitor: Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.18 County-Responsible Patient: County of Los Angeles General Relief (GR) Patients, PRM/Lifetime Care Settled Plans assigned to County, persons who would have no liability for charges under the County's Ability to Pay (ATP) program and any other Board of Supervisors (Board)-approved County plan, and County prisoner or custody Patients.

2.19 Crew Resource Management: a personnel management philosophy that stresses open communication between all members of the crew while keeping intact the legal hierarchy at the scene of the Emergency.

2.20 Day(s): Calendar day(s) unless otherwise specified.

2.21 DHS: Department of Health Services

2.22 Director: Director of Health Services or his/her authorized designee.

2.23 **Dry Run:** The response by Contractor to a request for Emergency Ambulance Transportation Services 9-1-1 Response in which, through no fault of the Contractor, no patient is transported.

2.24 **Emergency:** An Emergency is any sudden or serious illness or injury requiring immediate medical attention under circumstances such that delay in providing such services may aggravate such condition or cause the loss of life: furthermore, any case declared to be an emergency by a physician, law enforcement agency, public safety agency, or by the County's local EMS Agency.

2.25 **Emergency Ambulance Transportation Services 9-1-1 Response:** 9-1-1 Emergency services related to the functions involved in responding to a request from a Jurisdictional Fire Department's communication or dispatch center for an Ambulance to transport or assist persons in an apparent sudden need of medical attention.

2.26 **Emergency Call:** May also be referred to as an incident, a request for an Ambulance where an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency. An emergency call shall include both Code 3 (red lights and siren) and Non-Emergent (Code 2) Response (expeditious response without red lights and siren) calls.

2.27 **Emergency Medical Services (EMS):** The services needed to provide immediate medical attention in a condition or situation in which an individual has need for such services or where the potential for such need is perceived by emergency medical personnel. Emergency medical services shall include all such services for all such persons in the incorporated and unincorporated areas of the county.

2.28 **Emergency Medical Technician (EMT):** An individual trained in all facets of basic life support according to standards prescribed by the California H&S Code and the California Code of Regulations (CCR), and who has a valid EMT certificate issued pursuant to said codes.

2.29 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.30 **Jurisdictional Fire Department:** The City or County Fire Department that has jurisdiction within Contractor’s EOA.

2.31 **Local EMS Agency:** The County of Los Angeles Department of Health Services, designated by the Board as the local EMS agency

pursuant to Health and Safety Code Sections 1797, et seq. having responsibility for administration of EMS in LA County.

2.32 Paramedic: An individual whose scope of practice to provide advanced life support is according to standards prescribed by the California H&S Code and the CCR and who has a valid license issued pursuant to said codes.

2.33 Patient: An individual who is ill, sick, injured, wounded, or otherwise incapacitated and is in need of or can be expected to need emergency medical care or emergency medical transportation.

2.34 Posting Location: A temporary parking location for an Ambulance Unit awaiting dispatch for an Emergency Call.

2.35 Response Time: The interval of time between the moment the basic items of dispatched information have been obtained by Contractor to the moment the Ambulance arrives at the scene of pickup.

2.36 Rural: All census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.

2.37 Urban: All census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 County will make all reasonable efforts to ensure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as the primary provider within Contractor's EOA upon the service start date of December 1, 2016, except in major emergency or disaster situations.

3.2.1 This exclusivity does not apply to any federal, State, or County owned or operated Ambulance, to a city government operated Ambulance if authorized to transport by an authorized County agency, or to air ambulances if authorized to transport by an authorized County agency or by other

lawful authority, all of which may be used within the Contractor's EOA to provide Emergency Ambulance Transportation Services 9-1-1 Response.

3.2.2 With respect to other private Ambulance Operators, County promises Contractor that it will make all reasonable efforts during normal operating conditions (e.g., during periods other than those requiring a major disaster medical response) to: 1) enforce within Contractor's area(s) the County Code Business License provisions pertaining to use of scanners or radio monitoring devices for responding to Emergency Calls (County Code Section 7.16.100[4]), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

3.2.3 During periods of major emergency or disaster within Contractor's EOA, it is understood that the County Project Director or his/her authorized designee may require and enlist the services of other private Ambulance Operators.

3.2.4 Contractor's Emergency Ambulance Transportation Services 9-1-1 Response EOA hereunder is described in Exhibit C – EOA Specific Statement of Work.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.4 Contractor shall fully cooperate with County representatives to provide for the transition to whatever service replacement method County determines to be in its best interest prior to the expiration date of this Agreement or prior to an earlier termination date hereof.

4.0 TERM OF AGREEMENT

4.1 This Agreement shall be effective and commence upon approval by the Board of Supervisors with such date reflected on page 1 of this Agreement. The service start date shall be December 1, 2016 and services shall continue through November 30, 2026, unless sooner terminated, in whole or in part, as provided in this Agreement.

4.2 The County shall have the ability to extend this Agreement term to be coterminous with the Emergency Ambulance Transportation Services Agreements executed with other contractors at a later date. Such extension shall be exercised by Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 BILLING AND PAYMENT

5.1 Except as specified below, Contractor may bill Patients and third party payors and will be responsible for the billing and collection of fees for services hereunder, in accordance with the rates and procedures defined in this Agreement including Exhibits A, General Statement of Work, and Exhibits B, Contractor's Rates. Except for applicable copayments and deductibles, Contractor may not bill Patients who are either determined to be or are in possession of documentation reflecting that they are County-responsible Patients.

5.2 There shall be no billing, including for Dry Runs, hereunder to County or other local governmental agency or district by Contractor for uncollectibles or County-Responsible Patient transports.

5.3 No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the Consolidated Fire Protection District of Los Angeles County Various Services Agreement, not attached hereto, if applicable.

5.4 Contractor may bill the appropriate responsible party for Dry Runs under certain conditions defined further in the provisions regarding billings covered in Exhibit A – General Statement of Work.

5.5 **County's Consideration**

5.5.1. As consideration for Contractor's agreement to provide transport to County-Responsible Patients, County shall provide certain services including but not limited to: the use and support of the County's EMS system, personnel, and infrastructure, the provision of discounted dispatch services, if applicable, and the Reddinet computer system for patient destination, an integral function of EMS transport. The

provision of County's services are subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources.

5.5.2. Based on the evidence before them, the parties agree that the value of the services each party renders to the other can be deemed equivalent, and neither party shall owe the other any further monetary consideration other than sums forfeited by Contractor under a separate agreement program, except that Contractor may bill the County's workers compensation program, if appropriate, for Ambulance service necessitated by work related injuries of County employees.

5.5.3. Each party warrants to the other that no part of the consideration offered or provided under this Agreement is intended as an inducement either for the referral of Patients or for any other similar activity prohibited by Federal or State law.

5.6 Invoices and Payments

County shall invoice Contractor for charges assessed against Contractor for non-compliance with response time requirements in accordance with Exhibit A- General Statement of Work. Contractor shall remit payment within thirty (30) calendar days of the issuance date of the invoice to the address reflected on the invoice.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

The County's Project Director, Manager, and Monitor are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.3 Contractor's Project Manager shall meet the requirements set forth in Sub-paragraph 5.2 of Exhibit A- General Statement of Work.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge with the employee's name, company's name and insignia, and the employee's level of prehospital care certification. Additionally, Ambulance crewmembers shall be identified by the assigned vehicle number and shall have the assigned vehicle number printed on the helmets.

7.5 Background and Security Investigations

Contractor shall perform a background investigation on its staff prior to assigning such staff to work under this Agreement. The background investigation, which shall be performed at no cost to the County, shall include at a minimum:

- National felony and misdemeanor record check.
- Social Security Number (SSN) Trace with documentation of current search with any alias names attached to the SSN and a historical list of residences with dates.
- National Sex Offender Registry search.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information including but not limited to Prehospital Care Policy No. 607, Electronic Submission of Prehospital Data.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and

expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

7.7 Medical Health Screening

Contractor shall ensure that all personnel providing patient care services under this Agreement are in good general health without physical defects or abnormalities which would interfere with the performance of required duties. Contractor shall ensure that such personnel undergo medical health screenings, at Contractor's expense, by a licensed physician or other licensed healthcare professional authorized to perform such a physical screening, including, but not limited to, TB screening, Hepatitis B vaccination for all "at risk" employees (or "declination form"), MMR and Varicella vaccine (not zoster vaccine) in accordance with County Public Health policies. Immunization documentation shall be provided to County Project Director upon request.

All Contractor personnel providing direct patient care must follow any County Public Health directives in reference to immunizations or seasonal immunizations (such as, influenza etc.).

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work (e.g. equipment requirements, reporting requirement, etc.), term, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions including but not limited to those related to new or revised County Code, Board policies, or Local EMS Agency policies in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2.4 Notwithstanding the foregoing, it is understood that this Sub-paragraph 8.2 is not applicable to Contractor agreements with Backup Providers who shall provide Emergency Ambulance Transportation Service response services when

Contractor's own Ambulances are being utilized for other Emergency Calls in accordance with Exhibit A- General Statement of Work.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not

limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability,

medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 **Anti-discrimination in Services:**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota,

eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or

subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General

Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or

engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position

in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may

terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for

employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care services provided by Contractor are essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on

County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided

additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to

Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the

County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$10 million
Products/Completed Operations Aggregate:	$3 million
Personal and Advertising Injury:	$3 million
Each Occurrence:	$5 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than

$2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $3 million per claim and $5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Performance Bond(s)**

  Performance Bond(s) in an amount not less than the amounts set forth below for **each** of Contractor's EOAs.

EOA No.	Minimum Coverage Amount
1	$1 million

The performance bond requirement may be secured by one of the following methods, or a combination thereof.

a) Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the Agreement requirement for immediate release of funds to the County upon determination by the County, that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County;

b) Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the Agreement requirement for immediate

payment of funds to the County upon determination by the County that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

c) Certificate of Deposit (CD), drawn by or on a financial institution acceptable to the County, on a form acceptable to the County. Funds shall be immediately accessible to County upon determination by the County that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered.

Performance bond(s) or irrevocable letter(s) of credits furnished by the Contractor in fulfillment of this requirement shall provide that such bond(s) or letter(s) of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations,

accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 Notwithstanding the foregoing, Contractor shall forward to the Jurisdictional Fire Department for approval any advertising in any media format that includes the Jurisdictional Fire Department references, images, or logos. Contractor shall refer all media inquiries to the Jurisdictional Fire Department regarding EMS service involving the Jurisdictional Fire Department.

8.42.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent

transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts

due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.43.6 Audit/Compliance Review

In the event County representatives conduct an audit/ compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/ compliance review period to determine Contractor's liability to County.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor except for in the LA County portion of the city of Wrightwood and the Mountain High Ski Resort area of Contractor's EOA, as described in the map Exhibit C- EOA Specific Statement of Work, but only **with the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement

pursuant to Sub-paragraph 8.49 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three hundred sixty-five (365) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days, notwithstanding any other cure periods in this Agreement, (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, County may implement the procedures defined in 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of three hundred sixty-five (365) days.

8.50.3 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. If County has not secured a replacement contractor, despite due diligence, for the EOA previously served by Contractor within the three hundred sixty-five (365) day period referenced in Sub-paragraph 8.50.2, then the parties understand that common law and statutory law require any licensed Ambulance Operator to respond to Emergency calls within the area. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.4 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.3 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.5 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

8.50.6 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee,

or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 County may immediately assume control of all or a portion of Contractor's Emergency Ambulance Transportation Services 9-1-1 Response equipment, including fully equipped vehicles with supplies by assuming any existing lease payments or loan payments on the equipment for the

period of County use. If the equipment is owned by Contractor, County Project Director shall select an expert to advise County of a reasonable monthly rental fee for use of the equipment. If that amount is deemed satisfactory by County's Board of Supervisors, it shall be paid to Contractor or Contractor's creditors. It is the parties' intent that use of Contractor's equipment by County in the event of default hereunder shall be limited to that period during which County is attempting to secure a new contractor or operator to serve Contractor's exclusive operating area. In no event, however, shall County's use of Contractor's equipment in these circumstances exceed three hundred sixty-five (365) calendar days.

8.52.3 Contractor's EMT personnel may be used by County for provision of services in exclusive operating area, on such terms and conditions as are acceptable to the parties and to such personnel.

8.52.4 The rights and remedies of the County provided in this Sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

8.57.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57.2 Notwithstanding any other provision of this Agreement, in the event any provision of this Agreement, or the performance thereof in accordance with its terms, is deemed a violation of any State or federal law by any governmental agency with jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction, or by the County Counsel in his/her reasonable discretion due to developments subsequent to the date hereof the parties shall meet and confer within ten (10) calendar days of the date both parties have received notice of the alleged illegality (the

"Notice Date"), and shall negotiate in good faith to amend the Agreement in a manner which eliminates the alleged illegality to their mutual satisfaction. In the event the parties are unable to reach such agreement within thirty (30) calendar days of the Notice Date, without regard to whether any hearing, appeal, or similar rights have been exhausted, then either party may terminate this Agreement upon giving at least thirty (30) calendar days written notice to the other, or upon such shorter notice as may be required by law. In such event, neither party shall be liable to the other as a result of such termination. Nothing herein shall be deemed as precluding the parties from contesting the charge or allegation of illegality, or from mutually deciding to maintain this Agreement in effect without any amendment thereto, pending the exhaustion of all hearing and appeal rights.

8.57.3 In the event that either party terminates this Agreement in whole or in part as provided in Sub-paragraph 8.57.2, County may implement the procedures defined in 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of three hundred sixty-five (365) days.

8.57.4 In the event that either party terminates this Agreement in whole or in part as provided in Sub-paragraph 8.57.2, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. If County has not secured a replacement contractor, despite due diligence, for the EOA previously served by Contractor within the three hundred sixty-five (365) day period referenced in Sub-paragraph 8.57.3, then the parties understand that common law and statutory law require any licensed Ambulance Operator to respond to Emergency calls within the area. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.5 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.60 (Survival)

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges and certifies in Exhibit J - Zero Tolerance Human Trafficking Policy Certification, that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 SUSPENSION

9.1.1 County may suspend by written notice, subject to the provisions in this Sub-paragraph, the whole or any part of this Agreement.

9.1.2 Prior to suspension, County will issue a Notice of Intent to Suspend in any one of the following circumstances:

- If Contractor fails to perform services within the time specified herein or any extension thereof;
- If Contractor fails to perform any of the other provision of this Agreement, or so fails to make progress so as to

endanger performance under this Agreement in accordance with its terms;

In the event Contractor does not cure such default within a period of thirty (30) calendar days (or such longer period as County may authorize in writing), County shall give Contractor written notice of suspension.

9.1.3 County shall have the right to immediately suspend services under this Agreement in any one of the following circumstances:

- Contractor, its agents, or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, or employees may be engaging in a continuing course of conduct which may pose an imminent danger to the life or health of Patients receiving or requesting services from it;

- Contractor's County Ambulance Operator business license has been suspended or revoked pursuant to either the California Vehicle Code or the Los Angeles County Code.

9.1.4 The suspension notice, as referenced in this Sub-paragraph, shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of suspension up to ninety (90) calendar days.

9.1.5 In the event Contractor's operations are suspended, County may implement the procedures defined in Sub-paragraph 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of up to three hundred sixty-five (365) calendar days.

9.1.6 If Contractor has not cured such default as described in the suspension notice within the timeframe indicated, County may terminate this Agreement in accordance with Sub-paragraph 8.50, Termination for Default.

9.2 CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE OPERATORS' EMPLOYEES AND COUNTY EMT PROGRAM GRADUATES FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive

referrals from other Ambulance Operators of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list and graduates of EMT Program(s) for at-risk youth developed by County's Second Supervisorial District's, any other Supervisorial District's, and/or County Department's during the life of this Agreement. Subject to Paragraphs 8.11 and 8.12 of this Agreement, such referred permanent or former employees of Ambulance Operators shall be given first consideration of employment and then to graduates of the aforementioned EMT Programs as Contractor vacancies occur after the implementation and throughout the term of this Agreement. Contractor is encouraged to recruit and hire qualified permanent or former employees of Ambulance Operators and graduates of Second District's or other County EMT Program for any future employment opening if they meet the minimum qualifications for that opening.

9.3 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.4 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.4.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.4.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.4.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

AMERICAN MEDICAL RESPONSE, INC.

By_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Brian T. Chu, Principal Deputy County Counsel

AGREEMENT FOR
EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

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ATTACHMENTS

A-1 RESPONSE TIME REPORT

A-2 COUNTY- RESPONSIBLE PATIENT FINANCIAL REPORT

A-3 CONTRACTOR DISCREPANCY REPORT

EXHIBIT A
GENERAL STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response within its Exclusive Operating Area(s) (EOA(s), as dispatched by the Jurisdictional Fire Department or other government dispatch agency per Sub-paragraph 3.1.1. of this General SOW, twenty-four (24) hours per day, seven (7) days per week, including during holidays. Contractor shall perform the work and services pursuant to the requirements of this Agreement, conform to high professional standards, and comply with the protocols for Patient transportation and treatment as issued by the Local EMS Agency. In addition, Contractor shall, in the provision of Emergency Ambulance Transportation Services 9-1-1 Response, adhere to the legal and professional requirements and standards relative to the ambulance operations and personnel performance standards contained in the following:

- The Los Angeles County Code
- The Los Angeles County Prehospital Care Manual
- The California Vehicle Code
- The California Health and Safety Code
- The California Highway Patrol Ambulance Driver's Handbook
- Title 13 of the California Code of Regulations
- Title 22 of the California Code of Regulations
- California Business and Professions Code
- State Business Safety Plan compliance
- Federal and State Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Training Requirements
- Federal and State OSHA mandated Hazardous Materials Awareness Training compliance
- All other laws, regulations, ordinances, and other requirements of federal, State, and county governments; and all such laws, regulations, ordinances, standards, and other requirements that exist now or may exist in the future with respect to the services herein.

2.0 DEFINITIONS

Throughout the Agreement, references are made to certain persons, groups, or Departments/Agencies. For convenience, specific terms and definitions can be found in Paragraph 2.0 Definitions in the Agreement.

3.0 SPECIFIC WORK REQUIREMENTS

3.1. Ambulance Response within EOA

3.1.1 Contractor shall respond with its closest appropriately staffed Ambulance(s) (either based on distance and/or time) to the scene of the Emergency, to all calls made therefor by duly authorized

representatives of the following dispatch agencies: Jurisdictional Fire Department, County's Sheriff's Department, the California Highway Patrol, or of any other public safety agency authorized by County Project Director to dispatch Emergency Ambulances.

3.1.2 In accordance with County Code Section 7.16.170, when responding to any Emergency call, the Contractor's Ambulance Unit shall be staffed with a minimum of two (2) personnel including an Ambulance Driver and an Ambulance Attendant, both of whom shall meet the requirements as set forth in Sub-paragraph 5.3.2 of this General SOW.

3.1.3 **Backup Services**

a. In the event Contractor does not have an Ambulance immediately available to respond in accordance with this Agreement, Contractor shall provide the service through a Backup Provider, who must provide the service in accordance with all requirements of this Agreement. Contractor must have at least one Backup Provider who, under contract, has agreed to serve in this capacity. Each Backup Provider must be currently licensed by the County to serve as an Ambulance Operator.

b. Contractor shall ensure that Backup Providers meet the same applicable response time requirements for the Contractor as described in Paragraph 3.0.

c. A Backup Provider providing Backup Services within Contractor's EOA(s), at the request of Contractor, shall have the exclusive right to bill the Patient or third party payor the appropriate fee or fees for authorized Emergency Ambulance Transportation Services 9-1-1 Response performed, if permitted by the Agreement Billing And Payment Paragraph of this Agreement. If Contractor requests Backup Services, the Backup Provider will in no way be entitled to any payment from County or from a city agency for services.

3.2. Contractor shall respond to one hundred percent (100%) of all calls for Emergency Ambulance Transportation Services 9-1-1 Response for its EOA(s) as directed by the government dispatch agency with Contractor's Ambulance Units or arrange for service coverage by Backup Providers when necessary. If Contractor's response will be delayed for any reason beyond its original estimated time of arrival at the scene of the Emergency, Contractor shall immediately inform the originating dispatch agency as well as the Jurisdictional Fire Department of this delay and the estimated new time of arrival.

3.3. Contractor shall immediately notify the Jurisdictional Fire Department when calls are received directly from other agencies or the general public for

Emergency Ambulance Transportation Services 9-1-1 Response within its EOA(s).

3.4. Contractor shall respond with its own Ambulance Units in no less than ninety percent (90%) of all calls for Emergency Ambulance Transportation Services 9-1-1 Response within its EOA(s). Contractor shall notify the originating dispatch agency as well as the Jurisdictional Fire Department when a Backup Provider is being dispatched and give the name of the company that will provide service on Contractor's behalf as well as the estimated time of arrival (ETA).

3.5. Contractor shall respond to not less than ninety-three percent (93%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of five hundred thirty-nine (539) seconds for Urban areas as described in County Code Section 7.16.050. The calculation of the ninety-three percent (93%) requirement shall be made on a calendar month basis and will be determined based on the average response times for Contractor's EOA.

3.6. Contractor shall respond to not less than ninety-three percent (93%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of one thousand two hundred fifty nine (1259) seconds for Rural areas and as quickly as possible for wilderness areas as described in County Code Section 7.16.050. The calculation of the ninety-three percent (93%) requirement shall be made on a calendar month basis and will be determined based on the average response times for Contractor's EOA.

3.7. Notwithstanding the aforementioned maximum response time, if County's Board of Supervisors adopts by County ordinance one or more changes to the Emergency Ambulance Transportation Service maximum response times, such changes shall on their effective date be incorporated as the new response time(s) for this Agreement.

3.8. Contractor shall utilize, at a minimum, its current/planned technology and systems listed below (or the equivalent or better) to maintain its compliance with the response times in Sub-paragraphs 3.5 and 3.6.

3.8.1. Logis CAD System

3.8.2. Operations Planning and Analytics Platform (OPAP)

3.8.3. FirstWatch (Early Warning Biosurveilance System)

3.8.4. Everbridge Mass Notification

3.9. Response Time Non-Compliance Charges

Charges will be assessed for non-compliance as follows:

3.9.1. Urban Areas

Response time 539 Seconds/93% of the time	Charge Assessed*
92-88%	$1,000
87-83%	$2,000
82-78%	$3,000
<77%	$4,000
**No Show	$3,000
Late submission of response time monthly reports	$100/day

*Charges will be assessed monthly.
**No show is defined as: No Ambulance arrives at the scene 15 minutes after dispatch in an Urban area per occurrence.

3.9.2. Rural Areas

Response time 1259 Seconds/93% of the time	Charge Assessed*
92-88%	$1,000
87-83%	$2,000
82-77%	$3,000
<76%	$4,000
**No Show	$3,000
Late submission of response time monthly reports	$100/day

*Charges will be assessed monthly.
**No show is defined as: No Ambulance arrives at the scene 30 minutes after dispatch in a Rural area per occurrence.

3.10. Procedures at the Scene of an Emergency

3.9.1. Contractor shall operate at the scene of an Emergency under Jurisdictional Fire Department direction and shall follow instructions or direction from the jurisdictional on-scene commander employing the techniques of Crew Resource Management (CRM).

3.9.2. Upon arrival at the scene of an Emergency, Contractor's ambulance personnel shall assess the condition of the Patient(s) and provide the appropriate medical treatment, unless the Patient is already being attended to by a qualified Paramedic(s). Unless otherwise instructed by the Jurisdictional Fire Department, if Contractor's ambulance personnel are the first medically qualified persons on the

scene, they shall provide treatment within their scope of practice until replaced by duly qualified personnel from the Jurisdictional Fire Department, or informed by the Jurisdictional Fire Department to begin transporting the Patient(s). An approved Los Angeles County EMS Report Form shall be completed by Contractor personnel for each Patient for whom treatment is provided. This form shall then be transferred to duly qualified Jurisdictional Fire Department or other public safety agency personnel at the scene for continuation of documentation.

3.9.3. Video, audio or image recording by Contractor at an incident, during transport or while at the hospital is prohibited unless approved by the Jurisdictional Fire Department.

3.9.4. Contractor's ambulance personnel shall not personally request or receive payment from the Patient or others for any services rendered while caring for the Patient at the scene or while en route to the receiving hospital. In addition, Contractor's ambulance personnel shall not make suggestions as to the necessity of ambulance transport while caring for the Patient at the scene. After the Patient is transferred into the care of medical personnel at the receiving hospital, Contractor personnel may secure billing information for Contractor services from the Patient, Patient's family members and friends, or from other customary sources, as appropriate.

3.9.5. Patient destination is determined by the on-scene Jurisdictional Fire Department personnel in accordance with Local EMS Agency destination policies. Contractor shall not divert Basic Life Support (BLS) transport to an alternate facility unless there is a critical change to Patient condition and must immediately notify the Jurisdictional Fire Department.

3.11. Dispatch Communication Recordings

Contractor shall maintain electronically time stamped dispatch communication audio recordings on the dispatch hereunder of all Ambulances. Each such audio recording shall be retained for a minimum period of three hundred and sixty-five (365) calendar days following its preparation and shall be made available during that period to County Project Director or to authorized representatives of the Jurisdictional Fire Department, or both, for review and copying at all reasonable times upon request.

3.12. Response Time Records

Contractor shall electronically submit Response Time Reports, utilizing the format in Attachment A-1– Response Time Report, to the County Project Manager by the 25th calendar day of the month following the month of

service. Such records shall be maintained and retained during the term of this Agreement, and for a period of five (5) years thereafter.

3.13. Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response as a Backup Provider when requested by the Jurisdictional Fire Department's communications center, or another contractor, which is unable to respond with its own Ambulance Units, from a neighboring EOA.

3.14. Contractor shall provide, on an interim basis for a period of up to three hundred sixty-five (365) days, Emergency Ambulance Transportation Services 9-1-1 Response to any geographical area of Los Angeles County which the Director requests to be added to the Contractor's EOA(s), or provide assistance when required to serve an EOA or a portion of the EOA in which another contractor's agreement with the County has been suspended or terminated.

3.15. Contractor shall assist and participate with community enhancement programs and events at the request of the Jurisdictional Fire Department as programs are identified and developed.

3.16. Contractor's Response During a Major Emergency or Disaster

Contractor shall respond to any major emergency or disaster (e.g., multi-catastrophe or multi-incident emergencies), following the National Incident Management System- Incident Command (NIMS - IC), that may take place within Los Angeles County or adjacent counties, when requested by the County Project Director, Jurisdictional Fire Department, or government dispatch agency, and participate in emergency disaster drills, when requested by the County Project Director or any Jurisdictional Fire Department. Contractor shall maintain a Multi-Casualty Incident (MCI) capable support trailer (or similar resources) in the EOA.

Within one (1) year of the effective date of this Agreement, Contractor shall meet with the Disaster Coordinator for County's Department of Health Services and finalize plans for Contractor's participation in emergencies and disasters. Such plans shall be approved by County Project Director and shall be in such detail and scope as may be reasonably required by him/her.

3.17. Emergency Medical Systems Data Reporting

Contractor shall provide emergency medical systems report data elements within specified time frames of each emergency response incident as required under Prehospital Care Policy Nos. 606 and 607, Documentation of Prehospital Care and Electronic Submission of Prehospital Data, respectively.

3.18. County Responsible Patient Financial Reporting

Contractor shall prepare reports detailing the transportation of County-Responsible Patients utilizing the format in Attachment A-2 County-Responsible Patient Financial Report. Contractor shall electronically submit such report quarterly (or upon request) to the County Project Director within 30 calendar days of the end of the quarter.

3.19. Billing Requirements:

3.19.1. Dry Run Billing Policy and Rates

Contractor may bill the appropriate party for Emergency Ambulance Transportation Services 9-1-1 Response Dry Runs as follows:

a. Response to a commercial location when the Emergency Ambulance Transportation Services 9-1-1 Response request is made by the business owner or an authorized representative of the owner. Contractor may bill the business owner.

b. Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed.

c. Response to disasters or potential disasters, i.e., airplane crashes, riots, flood, etc. Contractor may bill the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d. Emergency Ambulance Transportation Services 9-1-1 Response where the Contractor's Ambulance arrives on the scene and the Patient is transported by other means to a medical facility, or is treated at the scene by paramedic or ambulance personnel and is not transported to a medical facility. In such instances, Contactor may bill the Patient or appropriate third party under the following conditions:

   1. The Patient, a member of the Patient's family, or a legal guardian/conservator of the Patient requested the response; and

   2. The Patient is not a County-Responsible Patient.

e. Contractor shall bill for Dry Run responses at no more than the Contractor rate maximums as set forth in Exhibit B-

Contractor's Rates for the following services only, as applicable:

1. Response to a call with equipment and personnel at an Advanced Life Support (ALS) level.

2. Response to a call with equipment and personnel at a BLS level.

3. Code 3 used during response.

4. Service requests after 7:00 p.m. and before 7:00 a.m. of the next day.

4.0. CONTRACTOR'S OFFICES, AMBULANCES, AMBULANCE PERSONNEL, OR STATION LOCATIONS

4.1. Contractor shall keep County Project Manager apprised of its branch offices including addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by County Project Director or his/her designee.

4.2. Any change to Ambulances, number of Ambulance Units available to respond to Emergencies, Backup Provider(s), or number or location of ambulance personnel or ambulance station(s) shall be submitted to the County Project Manager at least thirty (30) calendar days prior to the effective date of the change. The EMS Agency, in consultation with the Jurisdictional Fire Department, will review and approve such changes in writing prior to implementation and amend the Agreement in accordance with Agreement Sub-paragraph 8.1.

4.3. Business Office

Contractor shall maintain at least one office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.4. Dispatch Office(s)

Contractor's dispatch office(s) shall meet the requirements as set forth in EMS Policy No. 226, Private Ambulance Provider Non-9-1-1 Medical Dispatch.

4.5. Ambulance Stations and Crew Quarters

4.5.1. Contractor shall provide to County a listing of all of its ambulance station locations and submit any changes in accordance with this Paragraph 4.0 of this General SOW.

4.5.2. Contractor shall have a minimum of one (1) ambulance station location per EOA from which Emergency Transportation Services are provided. Each station location shall be appropriately zoned as per County or municipal zoning regulations. An Ambulance garage or designated Ambulance parking area with crew quarters is required at each fixed ambulance station location.

4.5.3 Crew quarters shall be maintained in a clean, sanitary, and livable condition, and shall include at a minimum the following: a kitchen and shower facilities.

5.0. RESPONSIBILITIES - CONTRACTOR

5.1. License

Contractor shall maintain an Ambulance Operator license as required under County Code Section 7.14.010.

5.2. Project Manager

5.2.1. Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

5.2.2. Project Manager shall act as a central point of contact who shall work with County and Jurisdictional Fire Department regarding day-to-day operations and any problems which may arise.

5.2.3. Project Manager shall have at least five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support service.

5.2.4. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.3. Personnel

5.3.1. Contractor shall assign a sufficient number of employees to perform the required work and shall provide all administrative, supervisory, technical, and related staff needed to correctly provide proper

service under this Agreement. Contractor shall, at a minimum, utilize Telestaff scheduling system (or equivalent or better) to maintain compliance with this Sub-paragraph.

5.3.2. All Contractor personnel providing direct patient care services shall possess appropriate licenses and certifications including, but not limited to:

a. A valid California Driver's License;

b. Current certification in the State of California at the Emergency Medical Technician (EMT) level;

c. Current with Los Angeles County EMT scope of practice or higher level of certification; and

d. Medical Exam Certificate (DL51)

e. An Ambulance Driver's Certificate (if driver) issued by the California Department of Motor Vehicles.

f. Current, valid BLS for Healthcare Providers card from the American Heart Association (AHA) or subsequent, equivalent program offered by AHA.

5.3.3. Contractor's EMT personnel shall not perform services exceeding his/her scope of practice as defined by State and local regulations and policies.

5.3.4. All Contractor personnel performing medical dispatch shall possess appropriate certifications including but not limited to:

a. Current certification as an Emergency Medical Dispatcher (EMD) or Emergency Telecommunicator (ETC) meeting the standards of the National Academies of Emergency Medical Dispatch; or

b. Current certification as an EMT in the State of California.

New employees hired as dispatchers/call takers shall have current EMD, ETC, or EMT within six (6) months of the date of hire.

5.3.5. Contractor shall maintain copies of certificates, licenses, registrations, etc. held by each employee providing services under this Agreement and shall provide such documents to County Project Director upon request.

5.3.6. Contractor shall be required to background check their personnel as set forth in Paragraph 7.0, Administration of Agreement –

Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.

5.3.7. Contractor shall ensure that their personnel undergo medical health screenings as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.7, Medical Health Screening, of the Agreement.

5.4. Uniforms/Identification Badges

5.4.1. Contractor personnel assigned to this Agreement shall wear an appropriate uniform at all times. Uniform shall include company name and shall consist of a shirt and pants. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

5.4.2. Contractor shall ensure their personnel are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.

5.5. Materials and Equipment

The purchase of all materials, vehicles, and equipment to provide the required services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the personnel.

5.5.1. Ambulances

a. Contractor shall supply and maintain all Ambulances required to provide the services herein. Each Ambulance shall have a unique and consistent number identifying unit and crew.

b. Contractor's Ambulances shall be licensed in accordance with County Code Section 7.16.040 and Contractor shall ensure that each Ambulance is maintained in good working order and sanitary condition. Contractor shall, at a minimum, utilize the Ron Turley Associates (or equivalent or better) commercial fleet maintenance software package to remain compliant with this Sub-paragraph.

c. Ambulances shall meet all standards as specified in Title 13, California Code of Regulations, County Code Sections 7.16.210 and 7.16.215; and Reference Nos. 454, Ambulance Vehicle Color Scheme and Insignia Guidelines, and 455, Ambulance Vehicle Age Limit Requirements and Exemptions.

d. Contractor shall supply one bariatric Ambulance with a motorized winch and reinforced floorboards per EOA that is

required to be in service twenty-four (24) hours per day, seven (7) days per week, including during holidays.

5.5.2. Ambulance Support Vehicles

Ambulance support vehicles utilized by Contractor shall have a current, valid Authorized Emergency Vehicle Permit issued by the California Highway Patrol and shall meet the State's requirements including but not limited to California Vehicle Code Section 2416.

5.5.3. Safety Equipment/Emergency Care Equipment/Supplies

a. Contractor shall supply all safety and emergency care equipment, supplies, and other materials necessary to perform Emergency Ambulance Transportation Services 9-1-1 Response at the BLS level. Ambulances shall carry and maintain in good working order equipment and supplies as specified in Title 13, California Code of Regulations, and in the Los Angeles County Prehospital Care Manual, Reference No. 710, BLS Ambulance Equipment.

b. Each Ambulance shall contain an approved automated external defibrillator (AED) as specified in the County's Prehospital Care Manual, Policy No. 412, EMT AED Service Provider Program Requirements.

c. Contractor shall also provide stair chairs and power lift gurneys in each Ambulance as part of the inventory.

5.5.4. Communication Equipment

a. Contractor shall be responsible for maintaining its communication systems including but not limited to any programming of systems, software or radio frequencies required to maintain compatibility and functionality with a Jurisdictional Fire Department's communication frequency plan or system. Final determination of the functionality and compatibility of Contractor's communications systems shall rest with the Jurisdictional Fire Department. Contractor shall be required to maintain the communication systems at its expense unless cost sharing is agreed upon between Contractor and the Jurisdictional Fire Department.

b. Contractor shall have and maintain, all communications equipment deemed by County Project Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Backup Providers.

c. Contractor shall have and maintain the following communication equipment for communication between on-board Paramedics and base hospitals and receiving hospitals for all responding

Ambulances. Contractor shall ensure that each Ambulance has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of each ambulance unit. Units with other than metal roofs must install a self-resonant high gain antenna for operation without a ground plane. Magnetic mount installation must include the installation of a metal plate three times the diameter of the base. The high gain antenna must be rated between 450-470 MHZ. The coax connector must be of the bayonet naval connector (BNC) type or an adapter to a BNC must be available for communication interoperability.

d. Uninterrupted Power Supply System

1. Contractor shall be responsible, at its costs, for an uninterrupted power supply (UPS) system for a personal computer data link between Contractor and the Jurisdictional Fire Department.

2. Contractor shall also be responsible for a UPS system between Contractor and Backup Providers. A UPS system shall be sufficiently adequate to provide time for Contractor and Backup Providers' communication backup systems to be put in effect, to notify one another, and for Contractor to notify the Jurisdictional Fire Department of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, handheld radios, etc.

e. Redundancy

There shall be a minimum of two layers of redundancy built into any of the communication systems employed for communications between Contractor and the Jurisdictional Fire Department, i.e., no single point of failure.

f. Electronic Patient Care Record (ePCR) System

1. Contractor shall be responsible for the full compatibility and seamless transmission of electronic data between its and the Jurisdictional Fire Department’s ePCR system, if applicable. If the Jurisdictional Fire Department does not have electronic patient care record capability, a hard copy of the EMS Report Form will be provided by the Jurisdictional Fire Department’s staff to Contractor’s staff for receiving facilities’ records.

2. Contractor's current or future ePCR system shall be fully compatible and functional with any Jurisdictional Fire Department's current ePCR system, and shall be required to be fully compatible and functional with any future ePCR

systems proposed by a Jurisdictional Fire Department. Contractor's ePCR system functionality should include but not be limited to:

- The ability to retrieve and print patient information from the Jurisdictional Fire Department's ePCR system.
- The ability to have any patient record change reconcile with the Jurisdictional Fire Department's ePCR system.
- A redundancy plan for patient record information during ePCR system loss of coverage or down time.

3. The final determination of the functionality and compatibility of Contractor's ePCR systems shall rest with the Jurisdictional Fire Department.

4. Contractor shall be responsible for providing a designated contact person who will act as its liaison to the Jurisdictional Fire Department and its ePCR vendor for all matters or issues regarding the ePCR system and compatibility.

5. Contractor shall be responsible for submitting data to the County in accordance with the LA-EMS Data Dictionary as indicated in Prehospital Care Policy No. 607.

g. Future Communications System Upgrades and Technologies:

As current communication systems are upgraded or future communication technologies are identified/implemented, Contractor shall agree to cooperate, participate and negotiate in good faith with the Jurisdictional Fire Department for any communication system evaluations or pilot projects i.e., ePCR, CAD, or VoIP, as proposed by a Jurisdictional Fire Department. Contractor shall also agree to negotiate in good faith with the Jurisdictional Fire Department to implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County or the Jurisdictional Fire Department, including but not limited to the capability of direct AVL dispatch of Ambulances from the Jurisdictional Fire Department.

5.6. Training

5.6.1. Contractor shall provide training programs for all new personnel and continuing in-service training for all personnel. Contractor shall utilize, at a minimum, the SuccessFactors (or equivalent or better software) to maintain compliance with this Sub-paragraph.

5.6.2. All personnel shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All personnel must wear safety and protective gear according to OSHA standards.

5.6.3. Ambulance personnel shall be trained in Crew Resource Management, as approved by County's Project Manager.

5.7. Policies and Procedures

Contractor shall maintain policies and procedures including but not limited to the following:

- Pre-employment screening/hiring standards
- Orientation and training program for new employees
- In-service training and education
- Personnel evaluations
- Wage, salary, benefit packages, and general work conditions, including employee rights
- Work Schedules/Work Coverage Protocols
- Dispatch Protocols
- Crew Resource Management
- Evaluation and handling of the Patient in the provision of services
- Restraints.
- Labor Disputes
- Translation Services
- Complaint Resolution
- Infection Control
- Medical Supplies Management
- Patient Billing Disputes and Payment Plans

Contractor shall provide copies and/or updates to the above policies and procedures annually or upon request by the County's Project Manager for review and approval.

6.0. RESPONSIBILITIES - COUNTY

6.1. Personnel

County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include but be limited to:

6.1.1. Monitoring the Contractor's performance in the daily operation of this Agreement.

6.1.2. Providing direction to the Contractor in areas relating to policy, information and procedural requirements in consultation with the Jurisdictional Fire Department.

6.1.3. Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

6.2. Assessments

County will assess any necessary response time charges as set forth in Sub-paragraph 3.9, Response Time Non-compliance Charges, on a monthly basis and invoice the Contractor no later than 90 days after receipt of the Response Time Report (Attachment A-1).

7.0. QUALITY IMPROVEMENT

Contractor shall establish and utilize a comprehensive Quality Improvement (QI) Plan. The QI Plan shall meet the requirements contained in Reference Nos. 620, EMS Quality Improvement Program and 618, EMS Quality Improvement Program Committees and shall be submitted on an annual basis (or upon request) at the time of the program review to the County Project Manager, or designee, for review and approval.

8.0. QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Project Manager for review. The Plan shall include, but may not be limited to the following:

8.1. Method of monitoring to ensure that Agreement requirements are being met.

8.2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

8.3 Maintenance of accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

9.0. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

9.1. Meetings

Contractor is required to attend bi-monthly meetings as requested and scheduled by County.

9.2. Contractor Discrepancy Report *(Attachment A-3)*

9.2.1. Verbal notification of an Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

9.2.2. The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

9.3. County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours unless otherwise specified. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.3.1. Ambulance Inspections

County Project Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's Ambulance Units in order to ascertain Contractor's compliance with this Agreement with respect to Ambulances and equipment.

9.3.2. Operations/ Crew Quarter Inspections

County Project Director or his/her authorized representatives may at any time conduct a walk-through inspection of Contractor's operations and/or crew quarters to ascertain Contractor's compliance with the requirements under this Agreement.

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RESPONSE TIME REPORT

See attached key for the numbered columns below.																	
(1) DATE	(2) RUN #	(3) INCIDENT #	(4) SEQUENCE#	(5) PICK UP ADDRESS	(6) PICK UP CITY / COMMUNITY	(7) URBAN OR RURAL	(8) TIME CALL RECEIVED	(9) TIME DISPATCHED	(10) TIME EN ROUTE	(11) TIME AT SCENE	(12) TIME LEFT SCENE	(13) TIME CANCELLED	(14) TOTAL RESPONSE TIME	(15) RECEIVING FACILITY NAME	(16) AT HOSPITAL TIME	(17) TIME OF TRANSFER OF CARE	(18) TIME AVAILABLE (CLEAR)

1 **DATE** = Date run received.
2 **RUN #** = Run number assigned by Contractor.
3 **INCIDENT #** = Incident number assigned by the Jurisdictional Fire Department.
4 **SEQUENCE #** = A unique, alphanumeric EMS record number that is assigned to a patient record by the Jurisdictional Fire Department.
5 **PICK-UP ADDRESS** = The address of service location or cross street, if applicable.
6 **PICK-UP CITY/COMMUNITY**= The name of the city/community where the patient pickup address lies within.
7 **URBAN/RURAL** = **Urban:** all census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile. **Rural:** all census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.
8 **TIME CALL RECEIVED** = Time at which the Contractor received the initial call for service.
9 **TIME DISPATCHED** = The time the Ambulance was actually dispatched.
10 **TIME EN ROUTE** = The initial deployment time of the Ambulance.
11 **TIME AT SCENE** = The time the Ambulance arrived at the physical location/address of the incident.
12 **TIME LEFT SCENE** = Time ambulance departs scene of incident for receiving facility
13 **TIME CANCELED** = The time the Contractor's dispatch office received the cancellation call (left blank if not canceled).
14 **TOTAL RESPONSE TIME** = The time from initial dispatch to arrival at the physical location/address of incident.
15 **RECEIVING FACILITY NAME** = Name of receiving facility.
16 **AT HOSPITAL TIME** = The time that the Ambulance arrived in the Ambulance bay at the receiving facility.
17 **TIME TRANSFER OF CARE** = The actual time of transfer of Patient off of the Contractor's stretcher onto the facility's gurney and the patient placed on facility's equipment.
18 **TIME AVAILABLE** = The actual time the Ambulance is ready to accept further calls.

COUNTY-RESPONSIBLE PATIENT
FINANCIAL REPORT

ATTACHMENT A-2

See key for numbered columns on next page.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
DATE	**RUN #**	**INCIDENT #**	**CUSTOMER NAME**	**PICK UP CITY / COMMUNITY**	**CURRENT PAYOR**	**GROSS CHARGES**	**CONTRACTAL ALLOWANCE**	**NET CHARGES**	**REVENUE ADJUSTMENTS**	**PAYMENTS**	**WRITE-OFFS**	**REFUNDS**	**BALANCE DUE**

Key for Columns in County-Responsible Patients Financial Report

ATTACHMENT A-2

1. Date of call for service
2. Run number assigned by ambulance company
3. Incident number assigned by fire department agency
4. Name of patient
5. Pick up city or unincorporated community
6. Name of Payor
7. Gross charges from ambulance company
8. Contractually allowed charges from ambulance company.
9. Net charges from ambulance company
10. Revenue adjustments
11. Payments made to ambulance company from payor
12. Amount written off by ambulance company
13. Amount refunded to payor
14. Balance due to ambulance company

ATTACHMENT A-3

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B
CONTRACTOR'S RATES
(EOA 1)

During the term of this Agreement, Contractor shall charge the following general public ambulance rates. If Contractor's general public ambulance rates are either equal to the Maximum County Code Rates, or, less than the Maximum County Code Rates by a percentage discount, then those rates will be subject to adjustments made in relation to any subsequent changes in the Maximum County Code Rates*. If Contractor will not charge for a particular service, such commitment shall remain in effect for the entire term of this Agreement.

*The Maximum County Code Rates are changed in accordance with County Code Section 7.16.340 below.

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

A. A ground ambulance operator shall charge no more than the following rates for one patient:

	ITEM**	Unit**	Maximum County Code Rates Effective July 1, 2016 - June 30, 2017	Contractor's General Public Ambulance Rates Effective December 1, 2016 – November 30, 2026
1.	ALS – non-emergency	per call	$1,776.00	Equal
2.	ALS – 9-1-1	per call	$1,900.00	Equal
3.	BLS – non-emergency	per call	$1,183.00	Equal
4.	BLS – 9-1-1	per call	$1,268.00	Equal
5.	Mileage Rate	per mile or fraction thereof	$ 18.00	Equal
6.	Waiting time	per each 30-minute period or fraction thereof after the first 30 minutes of waiting time at the request of the person hiring the ambulance	$ 100.00	N/A
7.	Standby Time	per each 30-minute period or fraction thereof after the first 30 minutes of standby time; in addition to the base rate for the prescribed level of service	$ 96.00	N/A

** This is only a brief description. Refer to the appropriate County Code Section for the full description.

B. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.290 RATES FOR MULTIPLE LOADS

A.	MULTIPLE LOADS SAME POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula

B.	MULTIPLE LOADS DIFFERENT POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula

C. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A. A ground ambulance operator shall charge no more than the following rates for special ancillary services:

1.	Request for services after 7:00 p.m. and before 7:00 a.m. of the next day	$ 20.00	Equal
2.	Oxygen per tank or fraction thereof and oxygen delivery equipment to include nasal cannula and/or oxygen mask	$ 92.00	Equal
3.	Neonatal transport	$ 190.00	N/A
4.	Registered Nurse (RN) or Respiratory therapist (RT) Specialty Care Transport with equipment and personnel for up to 3 hours of transportation time	$2,137.00	N/A
5.	RN and RT Specialty Care Transport with equipment and personnel for up to 3 hours of transportation time	$2,416.00	N/A
6.	RN and/or RT for per hour after the first 3 hours	$ 114.00	N/A
7.	Volume Ventilator	$ 176.00	N/A
8.	Disposable Medical Supplies	$ 27.00	Equal

B. Where other special services are requested or needed by any patient or authorized representative thereof, a reasonable charge commensurate with the cost of furnishing such special service may be made, provided that the ambulance operator shall file with the Director of the Department of Health Services a schedule of each special service proposed and the charge therefore, which charge shall be effective unless modified, restricted, or denied by the Director of the Department of Health Services. Special services are defined as services provided to a patient that are unique and individual to a specific patient's needs, and are performed on a limited basis.

C. Charges for special services provided to patients that are new services, but will become an industry standard, must be reviewed and a rate commensurate with the service developed prior to ambulance operators charging such rate to the general public. Such rates shall not be charged to patients until approved by the Board of Supervisors.

D. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

*COUNTY CODE SECTION 7.16.340 MODIFICATION OF RATES

The maximum rates chargeable to the general public as set forth in Sections 7.16.280 and 7.16.310 of this chapter shall be adjusted effective July 1, 1992, and on July 1st of each year thereafter, to reflect changes in the value of the dollar. For each of the one year periods respectively beginning July 1, 1992 and July 1, 1993 such adjustments shall be made by multiplying the base amounts by the percentage change in the transportation portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. Beginning July 1, 1994, and on each July 1 thereafter, such adjustments shall be determined by multiplying the base amounts by the average of the percentage changes of the transportation portion and of the medical portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau

of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest $0.25 and added or subtracted, as appropriate, to the rate. Beginning July 1, 2017, and on every July 1, thereafter, such adjustments shall be determined by multiplying seventy-five (75) percent of the base amounts by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040 – Minimum Wage and by multiplying twenty-five (25) percent of the base amounts by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February, except for the following charges: Registered Nurse/Respiratory Therapist per hour after the first three (3) hours adjustment shall by determined by multiplying the current charge by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040- Minimum Wage; mileage adjustment shall be determined by multiplying the current charge by the percentage change of the transportation line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February; and Oxygen, Disposable Medical Supplies, and Ventilator adjustments shall be determined by multiplying the current charges by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest whole number and added or subtracted, as appropriate, to the rate. The Director of the Department of Health Services, or authorized designee, shall initiate implementation of these rate changes by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency requesting such notification from the Director. Such notice shall be sent by first class mail no later than June 15 of the prior period.

EXHIBIT C
EOA SPECIFIC STATEMENT OF WORK (SOW)
(EOA 1)

1. EOA BOUNDARIES MAP

The boundaries of Contractor's EOA are defined in Attachment C-1 of this EOA Specific SOW.

2. DEPLOYMENT PLAN

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response in accordance with Exhibit A- General SOW, this EOA Specific SOW (EOA 1), and elsewhere hereunder in this Agreement.

2.1. Ambulances

2.1.1. Dedicated Ambulances

Contractor shall deploy twenty-three (23) Ambulances to provide twenty-four (24) hour coverage and seven (7) additional Ambulances deployed for a period of twelve (12) hours to provide additional resources during peak-volume periods of the day.

- Two Ambulances shall be four-wheel-drive.
- One Ambulance shall be a bariatric Ambulance meeting the requirements of Exhibit A- General SOW, Sub-paragraph 5.5.1.d.

2.1.2. Backup Ambulances

Contractor shall maintain thirty (30) back-up Ambulances.

Contractor's Ambulances above shall meet the requirements in Exhibit A- General SOW, Sub-paragraph 5.5.1.

2.2. Staffing

2.2.1. Dedicated Personnel

Contractor shall maintain, at a minimum, one hundred seventy-four (174) dedicated EOA personnel.

Title	No. of Personnel
Project Manager	1
Ambulance Driver/Attendant	161
Ambulance Unit Supervisor	8
Shop Assistant	4

2.2.2. Backup/Non-Exclusive Personnel

Contractor shall maintain, at a minimum, the following back-up/non-exclusive personnel including but not limited to:

Title	No. of Personnel
Ambulance Driver/Attendant	160
Ambulance Unit Supervisor	1
Dispatcher/Call Taker	33
Supervising Dispatcher	4
Mechanic	2
Fleet Maintenance Supervisor	1

Contractor's personnel shall meet the requirements of Exhibit A-General SOW, Sub-paragraph 5.3, as applicable.

2.3. Ambulance Station Locations

Contractor shall maintain, at a minimum, sixteen (16) ambulance station locations meeting the requirements of Exhibit A- General SOW, Sub-paragraph 4.5. Contractor shall submit a listing including the addresses of its ambulance station locations and the number of Ambulances that will be garaged and deployed from each location, as requested by County's Project Manager or designee.

2.4. Ambulance Maintenance Location

Contractor shall maintain, at a minimum, one (1) in-house ambulance maintenance location with at least two (2) service bays. Contractor shall submit a listing of its ambulance maintenance locations including addresses and number of service bays, as requested by County's Project Manager or designee.

2.5. Office Locations

Contractor shall maintain, at a minimum, two (2) business offices and one (1) dispatch office meeting the requirements of Exhibit A- General Statement of Work, Sub-paragraphs 4.3 and 4.4 respectively. Contractor shall submit a listing including the addresses and phone numbers for each respective office, as requested by County's Project Manager or designee.

2.6 Backup Providers

Contractor shall maintain, at a minimum, three (3) Backup Provider agreements meeting the requirements of Exhibit A- General SOW, Sub-paragraph 3.1.3., Contractor shall submit a copy of its Back-up Provider agreements, as requested by County's Project Manager or designee.

2.7 Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed two (2) hours of an Ambulance Unit's shift.

2.8 Subcontract for Wrightwood/Mt. High Ski Area

Contractor shall have an approved subcontract for services in the Wrightwood/Mt. High Ski Area identified in the Attachment C-1 of this EOA Specific SOW and in accordance with Agreement Sub-paragraph 8.46.

3. IMPLEMENTATION PLAN

Contractor shall implement the following new resources in order to meet the requirements of its Deployment Plan above in Paragraph 2. For any resources that are identified in the Deployment Plan but not identified in the Implementation Plan in this Paragraph 3, such resources shall be deployed from existing resources. For those new resources that are not due to be implemented upon the service start date, Contractor shall be responsible for providing services with existing resources upon the service start date until the new resources can be implemented.

3.1. Ambulances

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall acquire and put into service twenty-three (23) new Type III modular Ambulances.

3.2. Safety Equipment/Emergency Care Equipment/Supplies

3.2.1. Upon the service start date, Contractor shall possess all the safety equipment, emergency care equipment, and supplies that shall be part of the inventory that meet the requirements as specified in Title 13, California Code of Regulations and in the County's Prehospital Care Manual.

3.2.2. Within ninety (90) days of the Board's approval of this Agreement, Contractor shall acquire and put into service the following new equipment (or equivalent):

- Five (5) Stryker Stair Pro 6252 Stair Chairs
- Five (5) Stryker Power Pro XT 6506 Cots
- Twenty-nine (29) Stryker XPS- Bariatric Solutions
- One (1) RX Fabrication Bariatric Ramp System

3.3. Staffing

Upon the service start date, Contractor shall have recruited the following personnel who are appropriately trained and qualified to provide services: Two (2) Ambulance Unit Supervisors.

3.4. Ambulance Station Location

Upon the service start date, Contractor shall have in operation the following three (3) new ambulance station locations (or adjacent):

3.4.1. Castaic

3.4.2. Gorman

3.4.3. Acton

3.5. Subcontract for Wrightwood/Mt. High Ski Area

Within 30 days of the service start date, Contractor shall have an approved subcontract, in accordance with Agreement Sub-paragraph 8.46, with San Bernardino County Fire Department.

3.6 Communications Equipment

Within the first twelve (12) months from the service start date, Contractor shall update its CAD to the Logis CAD system.

4. PLAN MODIFICATIONS

Any changes to the above Deployment Plan shall be made in accordance with Paragraph 4.0 of Exhibit A- General SOW.

5. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

5.1. Contractor shall maintain and be in compliance with the agreement with the Consolidated Fire Protection District of Los Angeles County (CFPDLAC) for services including but not limited to paramedic billing services and dispatch services.

5.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to CFPDLAC and may include percentage reimbursement for processing.

6. FEES

Contractor shall pay the fees as set forth in the CFPDLAC agreement.

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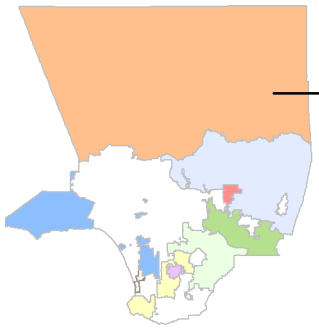
ATTACHMENT C-1

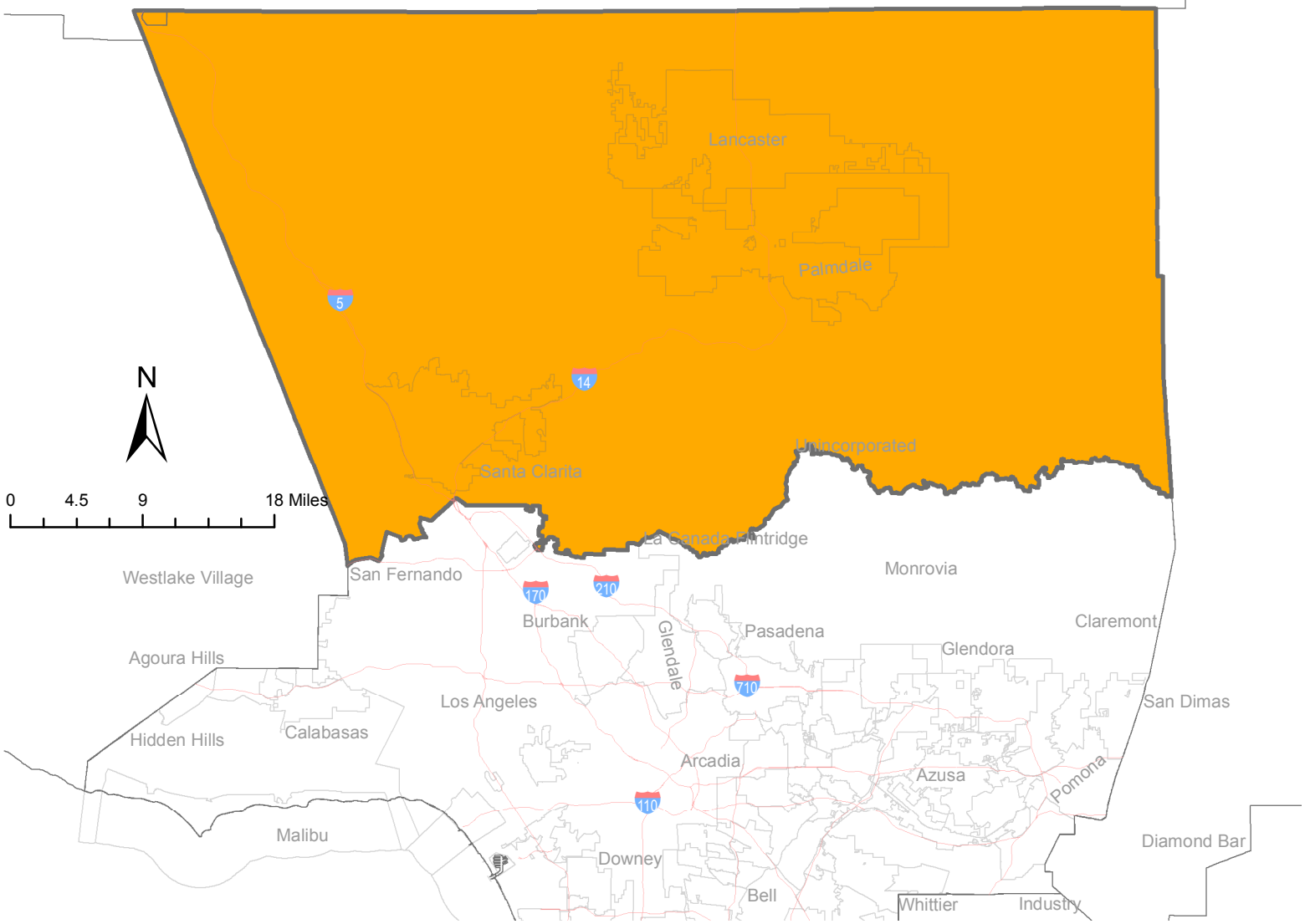
EOA BOUNDARY MAPS

Emergency Ambulance Transportation Services 9-1-1 Response

EOA 1 Jurisdictional Fire Department (Los Angeles County)

Cohort: 01/01/2014 -12/31/2014





BOUNDARIES

*Northern: Kern County Line

*Western: Ventura County Line

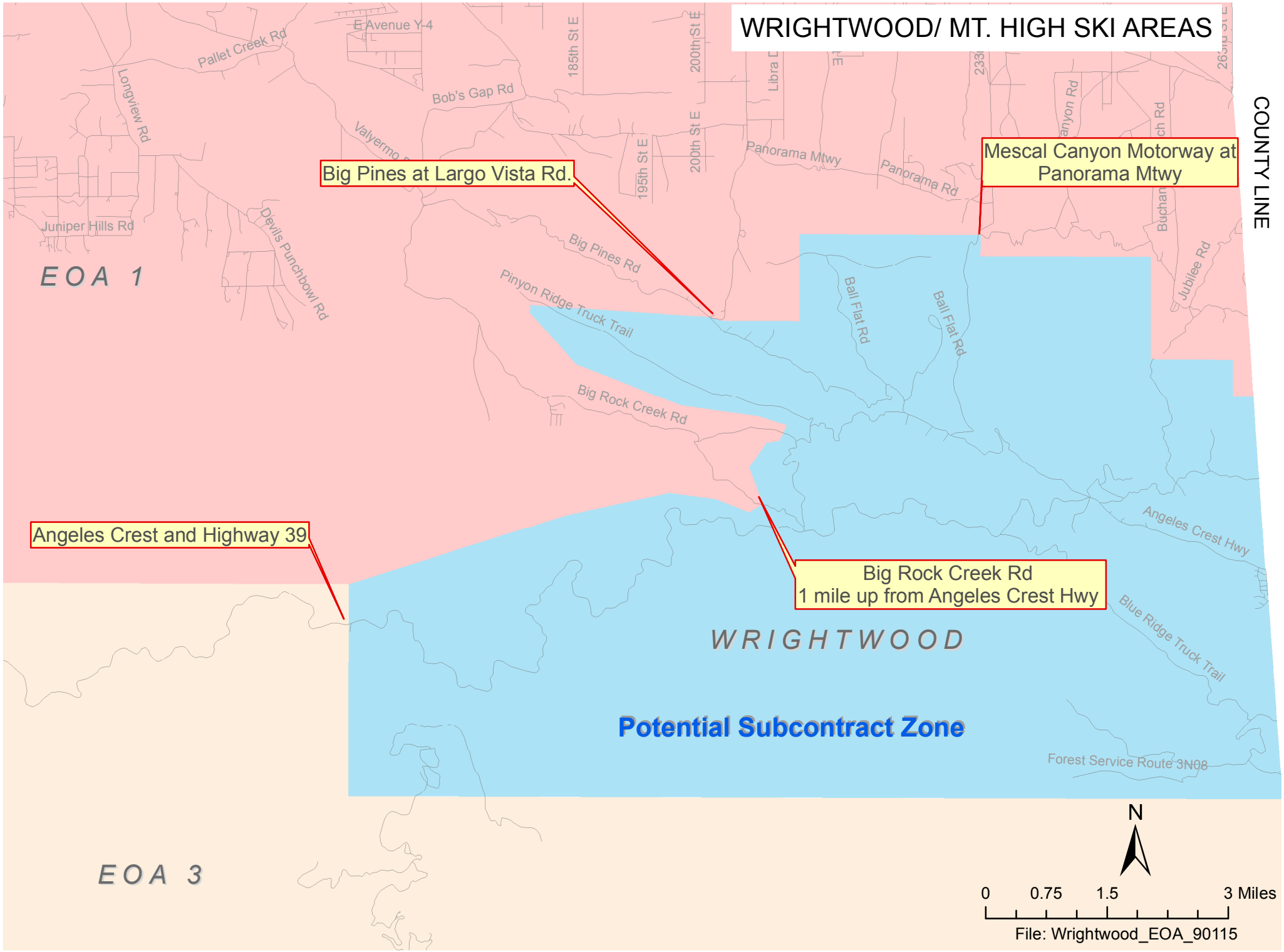
*Southern: Los Angeles City Limit,
Big Tujunga Canyon Rd.,
Angeles Forest Hwy,
Pacifico Mountain Rd,
Angeles Crest Hwy,
Blue Ridge Tktr

*Eastern: San Bernardino County Line

DEMOGRAPHIC DATA:

Population: 435,534
% Below Poverty: 12.41%
Incident: 49,180 (Rate: 11.29%)
ALS (%of inc.): 17,446 (35.47%)
BLS (% of inc.): 19,465 (39.58%)
Non Transport (% of inc): 12,269 (24.95%)
Estimated County Responsible Transports: 6,451

Sources:
Incident Data: Los Angeles Co. Fire Dept
Population and poverty data:
- 2010 Census Data


WRIGHTWOOD/ MT. HIGH SKI AREAS
COUNTY LINE
Big Pines at Largo Vista Rd.
Mescal Canyon Motorway at Panorama Mtwy
Angeles Crest and Highway 39
Big Rock Creek Rd
1 mile up from Angeles Crest Hwy
EOA 1
WRIGHTWOOD
EOA 3
Potential Subcontract Zone
Pallet Creek Rd
E Avenue Y-4
Bob's Gap Rd
Longview Rd
Valyermo
Juniper Hills Rd
Devils Punchbowl Rd
185th St E
200th St E
195th St E
Panorama Mtwy
Panorama Rd
Big Pines Rd
Pinyon Ridge Truck Trail
Big Rock Creek Rd
Ball Flat Rd
Jubilee Rd
Angeles Crest Hwy
Blue Ridge Truck Trail
Forest Service Route 3N08
N
0
0.75
1.5
3 Miles
File: Wrightwood_EOA_90115

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Cathy Chidester
Title: Director
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs CA 90607
Telephone: (562) 247-1500 Facsimile: (562) 941-5835
E-Mail Address: cchidester@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: John Telmos
Title: Senior EMS Program Head
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs,CA 90670
Telephone: (562) 347-1677 Facsimile: (562) 906-4343
E-Mail Address: jtelmos@dhs.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Christopher Rossetti
Title: EMS Program Head
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1688 Facsimile: (562) 941-5835
E-Mail Address: *crossetti@dhs.lacounty.gov*

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

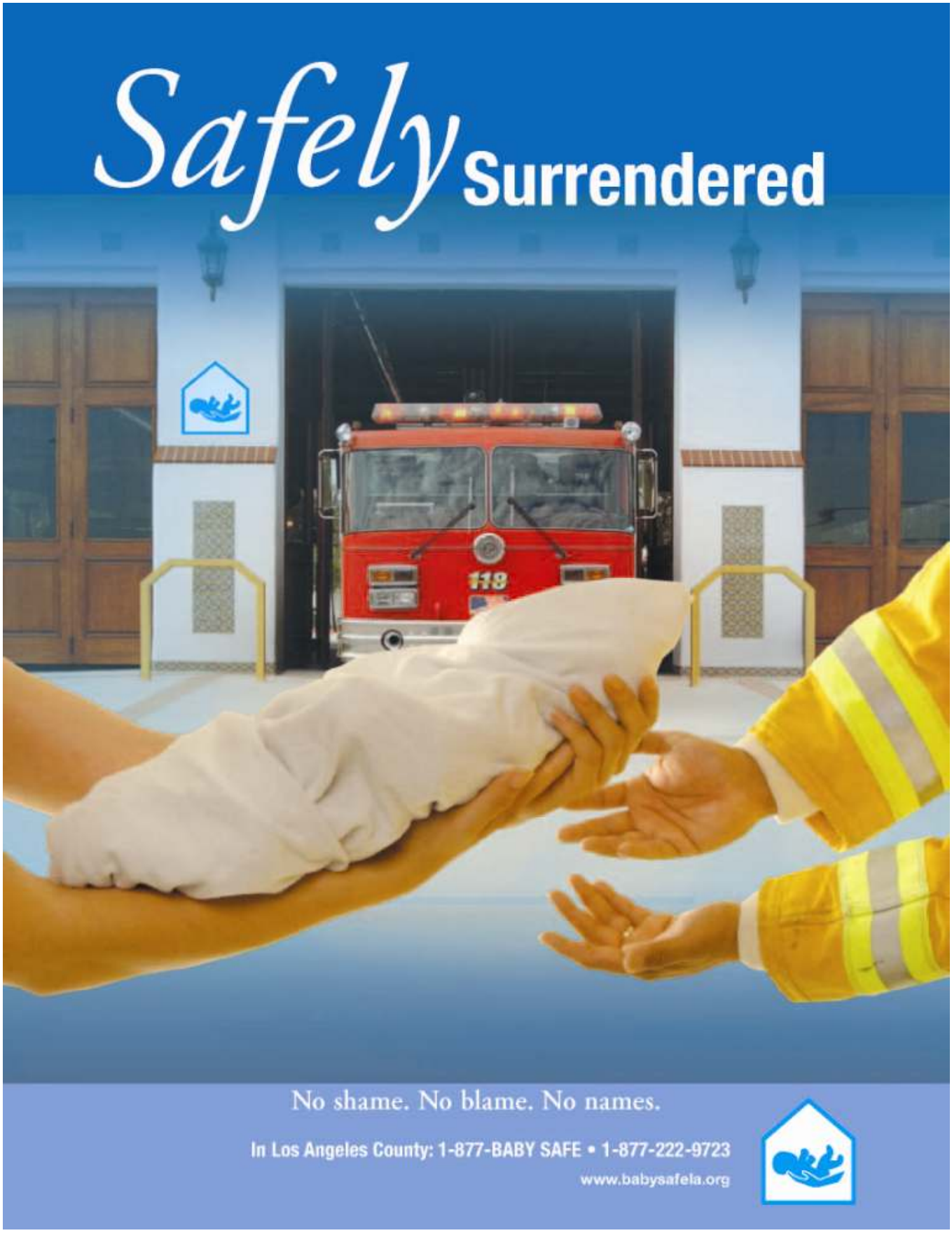
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

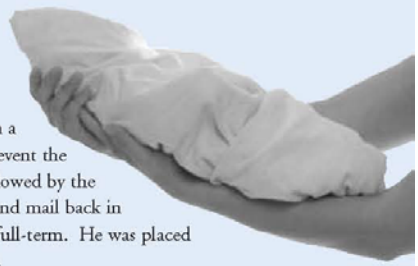
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

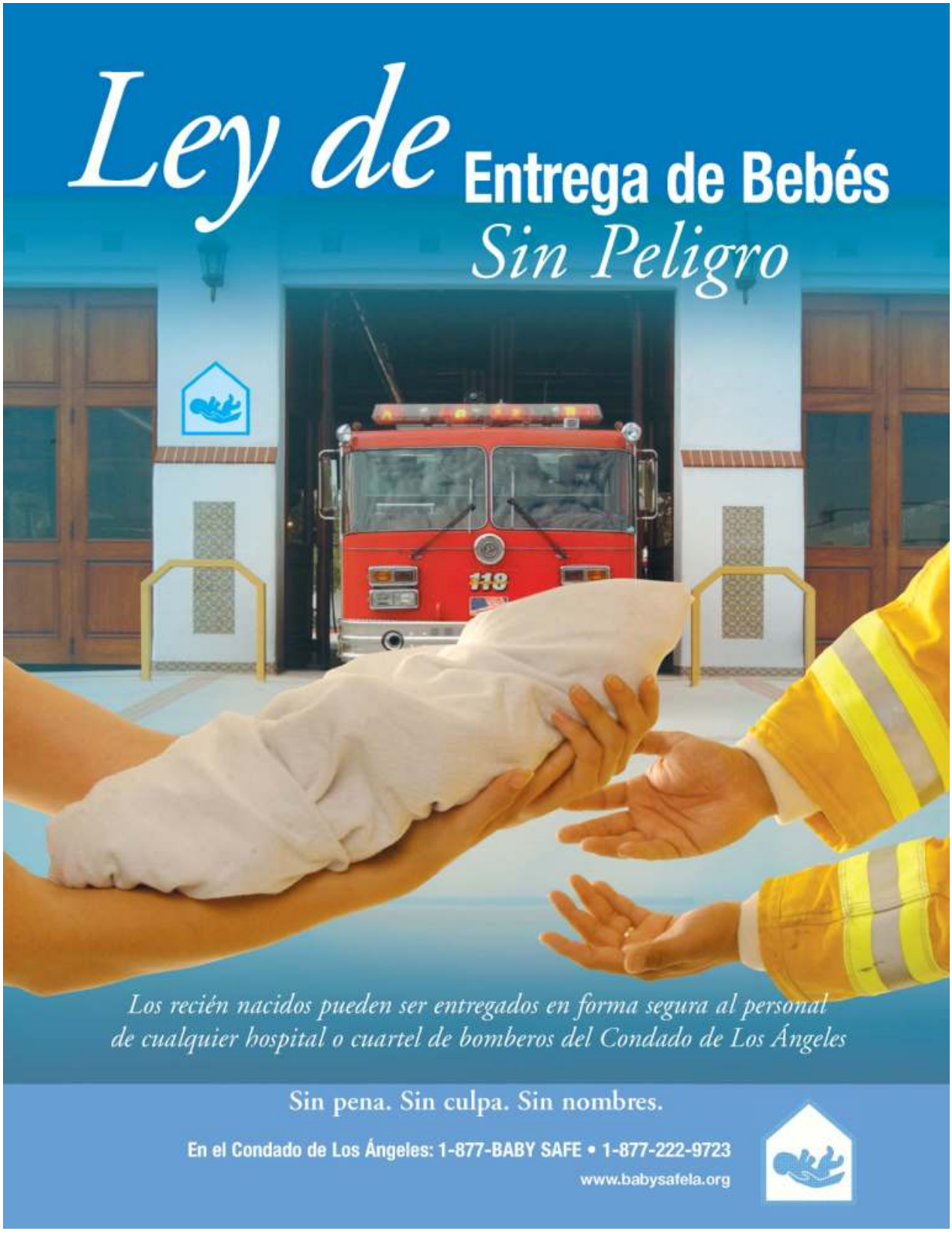
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number: - -		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Sub-paragraph 8.61 - Compliance with County's Zero Tolerance Human Trafficking Policy of the Agreement and agrees that Contractor or a member of Contractor's staff performing work under the Agreement will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in cancellation of the Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	**Title:**
Signature:	**Date:** - -

EXHIBIT II

DEPARTMENT OF HEALTH SERVICES

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTMED AMBULANCE, INC.
DBA McCORMICK AMBULANCE

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
9-1-1 RESPONSE

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J COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTMED AMBULANCE, INC.

DBA McCORMICK AMBULANCE

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

This Agreement and Exhibits made and entered into this ___ day of _____, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Westmed Ambulance, Inc. DBA McCormick Ambulance, hereinafter referred to as Contractor. Contractor is located at 20101 Hamilton Avenue, Suite 230, Torrance, California 90502.

RECITALS

WHEREAS, pursuant to the provisions of Sections 1445 of the Health and Safety (H&S) Code and 17000 of the Welfare and Institutions (W&I) Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawfully resident in County; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing Emergency Ambulance Transportation Services 9-1-1 Response as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, County has, as an objective, securing efficient and quality emergency ambulance transportation service, both in unincorporated areas and in incorporated areas of Los Angeles County, for any person found in need of Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, County does not own or operate a fleet of Ambulances sufficient to accomplish said objective within Los Angeles County; and

WHEREAS, County's competitive Request For Proposals (RFP) process for the award of exclusive operating area(s) (EOA) for Emergency Ambulance Transportation Services 9-1-1 Response has been authorized by the State Emergency Medical Services (EMS) authority; and

WHEREAS, in response to County's RFP for the provision of Emergency Ambulance Transportation Services 9-1-1 Response within the EOA(s) defined

herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, as a result of such process, County has selected and hereby awards Contractor with an EOA for Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, statutory authority for this Agreement is found in California Government Code Sections 26227 and 31000, in Welfare and Institutions Code Section 17000, and Health and Safety (H&S) Code Sections 1443, 1444, and 1797.224; and

WHEREAS, the County may contract with outside entities for Emergency Ambulance Transportation Services 9-1-1 Response when certain requirements are met; and

WHEREAS, the Contractor specializes in providing Emergency Ambulance Transportation Services 9-1-1 Response; and

WHEREAS, The parties acknowledge that the efficient, cost-effective, and coordinated provision and management of Emergency Ambulance Transportation Services 9-1-1 Response by Contactor and the efficient, cost-effective, and coordinated operation by County of the EOA Program, require that Contractor be granted an EOA as authorized by State law pursuant to Section 1797.224 of the California H&S Code. Therefore this Agreement establishes Contractor as County's exclusive provider of primary Emergency Ambulance Transportation Services 9-1-1 Response within EOA 6, 7, 8 and 9 beginning on the service start date of December 1, 2016; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Emergency Ambulance Transportation Services 9-1-1 Response; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - General Statement of Work

1.2 EXHIBIT B - Contractor's Rates

1.3 EXHIBIT C - EOA Specific Statements of Work

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

1.10 EXHIBIT J- Compliance With County's Zero Tolerance Human Trafficking

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Agreement: This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the General and Specific Statements of Work, Exhibits A and C.

2.2 Advanced Life Support (ALS): Special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local Emergency Medical Services

(EMS) system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.

2.3 Ambulance: Motor vehicle specially constructed, modified, equipped, or arranged for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, authorized by the state or operated by Jurisdictional Fire Department as an emergency vehicle, and used, or having the potential for being used, in emergency or nonemergency medical service to the public, regardless of level of service.

2.4 Ambulance Attendant: Any person other than the ambulance driver who is employed to accompany an Ambulance Driver while transporting any person needing medical attention or services.

2.5 Ambulance Driver: Any person who drives an Ambulance in which any person needing medical attention or services is transported.

2.6 Ambulance Operator: Any person or entity who for any monetary or other consideration, or as an incident to any other occupation, transports in one or more Ambulances of one or more persons needing medical attention or services.

2.7 Ambulance Unit: An Ambulance staffed with qualified personnel and equipped with appropriate emergency aid equipment and supplies, in accordance with applicable State law and local EMS Agency policies.

2.8 Ambulance Unit Supervisor: Supervisorial personnel who provide support and supervision to the Ambulance Units that provide services in the EOA.

2.9 Backup Services: Backup or mutual aid coverage provided by any other County licensed Ambulance Operator, when Contractor does not have an Ambulance Unit available to either respond or to respond in a proper response time.

2.10 Backup Provider: An Ambulance Operator licensed by the County that has agreed in writing to provide Backup Services to Contractor.

2.11 Basic Life Support (BLS): Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life

without invasive techniques until the victim may be transported or until advanced life support is available.

2.12 Code 3 Emergency Response: A response to a call for Emergency Ambulance Transportation Services 9-1-1 Response in which a Patient is to be immediately picked up and transported using red lights and siren. Code 3 is used in life-threatening situations, and when speed in obtaining emergency medical care appears essential to save a life, prevent undue suffering, or to reduce or prevent disability of the Patient being provided emergency transportation.

2.13 Contractor: The sole proprietor, partnership, limited liability company, corporation, or government entity that has entered into this Agreement with the County to perform or execute the work covered by the General and Specific Statements of Work, Exhibits A and C.

2.14 Contractor's Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.15 County's Project Director: Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.16 County's Project Manager: Person designated by County's Project Director to manage the operations under this Agreement.

2.17 County's Project Monitor: Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.18 County-Responsible Patient: County of Los Angeles General Relief (GR) Patients, PRM/Lifetime Care Settled Plans assigned to County, persons who would have no liability for charges under the County's Ability to Pay (ATP) program and any other Board of Supervisors (Board)-approved County plan, and County prisoner or custody Patients.

2.19 Crew Resource Management: a personnel management philosophy that stresses open communication between all members of the crew while keeping intact the legal hierarchy at the scene of the Emergency.

2.20 Day(s): Calendar day(s) unless otherwise specified.

2.21 DHS: Department of Health Services

2.22 Director: Director of Health Services or his/her authorized designee.

2.23 Dry Run: The response by Contractor to a request for Emergency Ambulance Transportation Services 9-1-1 Response in which, through no fault of the Contractor, no patient is transported.

2.24 Emergency: An Emergency is any sudden or serious illness or injury requiring immediate medical attention under circumstances such that delay in providing such services may aggravate such condition or cause the loss of life: furthermore, any case declared to be an emergency by a physician, law enforcement agency, public safety agency, or by the County's local EMS Agency.

2.25 Emergency Ambulance Transportation Services 9-1-1 Response: 9-1-1 Emergency services related to the functions involved in responding to a request from a Jurisdictional Fire Department's communication or dispatch center for an Ambulance to transport or assist persons in an apparent sudden need of medical attention.

2.26 Emergency Call: May also be referred to as an incident, a request for an Ambulance where an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency. An emergency call shall include both Code 3 (red lights and siren) and Non-Emergent (Code 2) Response (expeditious response without red lights and siren) calls.

2.27 Emergency Medical Services (EMS): The services needed to provide immediate medical attention in a condition or situation in which an individual has need for such services or where the potential for such need is perceived by emergency medical personnel. Emergency medical services shall include all such services for all such persons in the incorporated and unincorporated areas of the county.

2.28 Emergency Medical Technician (EMT): An individual trained in all facets of basic life support according to standards prescribed by the California H&S Code and the California Code of Regulations (CCR), and who has a valid EMT certificate issued pursuant to said codes.

2.29 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.30 Jurisdictional Fire Department: The City or County Fire Department that has jurisdiction within Contractor's EOA.

2.31 Local EMS Agency: The County of Los Angeles Department of Health Services, designated by the Board as the local EMS agency pursuant to Health and Safety Code Sections 1797, et seq. having responsibility for administration of EMS in LA County.

2.32 Paramedic: An individual whose scope of practice to provide advanced life support is according to standards prescribed by the California H&S Code and the CCR and who has a valid license issued pursuant to said codes.

2.33 Patient: An individual who is ill, sick, injured, wounded, or otherwise incapacitated and is in need of or can be expected to need emergency medical care or emergency medical transportation.

2.34 Posting Location: A temporary parking location for an Ambulance Unit awaiting dispatch for an Emergency Call.

2.35 Response Time: The interval of time between the moment the basic items of dispatched information have been obtained by Contractor to the moment the Ambulance arrives at the scene of pickup.

2.36 Rural: All census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.

2.37 Urban: All census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 County will make all reasonable efforts to ensure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as the primary provider within Contractor's EOAs upon the service start date of December 1, 2016, except in major emergency or disaster situations.

3.2.1 This exclusivity does not apply to any federal, State, or County owned or operated Ambulance, to a city government operated Ambulance if authorized to transport by an authorized County agency, or to air ambulances if authorized to transport by an authorized County agency or by other lawful authority, all of which may be used within the Contractor's EOAs to provide Emergency Ambulance Transportation Services 9-1-1 Response.

3.2.2 With respect to other private Ambulance Operators, County promises Contractor that it will make all reasonable efforts during normal operating conditions (e.g., during periods other than those requiring a major disaster medical response) to: 1) enforce within Contractor's area(s) the County Code Business License provisions pertaining to use of scanners or radio monitoring devices for responding to Emergency Calls (County Code Section 7.16.100[4]), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

3.2.3 During periods of major emergency or disaster within Contractor's EOAs, it is understood that the County Project Director or his/her authorized designee may require and enlist the services of other private Ambulance Operators.

3.2.4 Contractor's Emergency Ambulance Transportation Services 9-1-1 Response EOAs hereunder is described in Exhibit C – EOA Specific Statements of Work.

3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3.4 Contractor shall fully cooperate with County representatives to provide for the transition to whatever service replacement method County determines to be in its best interest prior to the expiration date of this Agreement or prior to an earlier termination date hereof.

4.0 TERM OF AGREEMENT

4.1 This Agreement shall be effective and commence upon approval by the Board of Supervisors with such date reflected on page 1 of this Agreement. The service start date shall be December 1, 2016 and services shall continue through November 30, 2026, unless sooner terminated, in whole or in part, as provided in this Agreement.

4.2 The County shall have the ability to extend this Agreement term to be coterminous with the Emergency Ambulance Transportation Services Agreements executed with other contractors at a later date. Such extension shall be exercised by Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 BILLING AND PAYMENT

5.1 Except as specified below, Contractor may bill Patients and third party payors and will be responsible for the billing and collection of fees for services hereunder, in accordance with the rates and procedures defined in this Agreement including Exhibits A, General Statement of Work, and Exhibit B, Contractor's Rate. Except for applicable copayments and deductibles, Contractor may not bill Patients who are either determined to be or are in possession of documentation reflecting that they are County-responsible Patients.

5.2 There shall be no billing, including for Dry Runs, hereunder to County or other local governmental agency or district by Contractor for uncollectibles or County-Responsible Patient transports.

5.3 No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the Consolidated Fire Protection District of Los Angeles County Various Services Agreement, not attached hereto, if applicable.

5.4 Contractor may bill the appropriate responsible party for Dry Runs under certain conditions defined further in the provisions regarding billings covered in Exhibit A – General Statement of Work.

5.5 **County's Consideration**

5.5.1. As consideration for Contractor's agreement to provide transport to County-Responsible Patients, County shall

provide certain services including but not limited to: the use and support of the County's EMS system, personnel, and infrastructure, the provision of discounted dispatch services, if applicable, and the Reddinet computer system for patient destination, an integral function of EMS transport. The provision of County's services are subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources.

5.5.2. Based on the evidence before them, the parties agree that the value of the services each party renders to the other can be deemed equivalent, and neither party shall owe the other any further monetary consideration other than sums forfeited by Contractor under a separate agreement program, except that Contractor may bill the County's workers compensation program, if appropriate, for Ambulance service necessitated by work related injuries of County employees.

5.5.3. Each party warrants to the other that no part of the consideration offered or provided under this Agreement is intended as an inducement either for the referral of Patients or for any other similar activity prohibited by Federal or State law.

5.6 Invoices and Payments

County shall invoice Contractor for charges assessed against Contractor for non-compliance with response time requirements in accordance with Exhibit A- General Statement of Work. Contractor shall remit payment within thirty (30) calendar days of the issuance date of the invoice to the address reflected on the invoice.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and

- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

The County's Project Director, Manager, and Monitor are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.3 Contractor's Project Manager shall meet the requirements set forth in Sub-paragraph 5.2 of Exhibit A- General Statement of Work.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge with the employee's name, company's name and insignia, and the employee's level of prehospital care certification. Additionally, Ambulance crewmembers shall be identified by the assigned vehicle number and shall have the assigned vehicle number printed on the helmets.

7.5 Background and Security Investigations

Contractor shall perform a background investigation on its staff prior to assigning such staff to work under this Agreement. The background investigation, which shall be performed at no cost to the County, shall include at a minimum:

- National felony and misdemeanor record check.
- Social Security Number (SSN) Trace with documentation of current search with any alias names attached to the SSN and a historical list of residences with dates.
- National Sex Offender Registry search.

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information including but not limited to Prehospital Care Policy No. 607, Electronic Submission of Prehospital Data.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

7.7 Medical Health Screening

Contractor shall ensure that all personnel providing patient care services under this Agreement are in good general health without physical defects or abnormalities which would interfere with the performance of required duties. Contractor shall ensure that such personnel undergo medical health screenings, at Contractor's expense, by a licensed physician or other licensed healthcare professional authorized to perform such a physical screening, including, but not limited to, TB screening, Hepatitis B vaccination for

all "at risk" employees (or "declination form"), MMR and Varicella vaccine (not zoster vaccine) in accordance with County Public Health policies. Immunization documentation shall be provided to County Project Director upon request.

All Contractor personnel providing direct patient care must follow any County Public Health directives in reference to immunizations or seasonal immunizations (such as, influenza etc.).

7.8 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work (e.g. equipment requirements, reporting requirement, etc.), term, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions including but not limited to those related to new or revised County Code, Board policies, or Local EMS Agency policies in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to

federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2.4 Notwithstanding the foregoing, it is understood that this Sub-paragraph 8.2 is not applicable to Contractor agreements with Backup Providers who shall provide Emergency

Ambulance Transportation Service response services when Contractor's own Ambulances are being utilized for other Emergency Calls in accordance with Exhibit A- General Statement of Work.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives,

guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex,

sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.

8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 **Anti-discrimination in Services:**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota,

eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or

subcontracts. “Employee” means any California resident who is a full-time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

3. If the Contractor is not required to comply with the Jury Service Program when this Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the

Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects

on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department

of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.19.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or

State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care services provided by Contractor are essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on

County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided

additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to

Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the

County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$10 million
Products/Completed Operations Aggregate:	$3 million
Personal and Advertising Injury:	$3 million
Each Occurrence:	$5 million

8.30.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 **Unique Insurance Coverage**

- **Sexual Misconduct Liability**

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than

$2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

  Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $3 million per claim and $5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Performance Bond(s)**

  Performance Bond(s) in an amount not less than the amounts set forth below for **each** of Contractor's EOAs.

EOA No.	Minimum Coverage Amount
6	$200,000
7	$625,000
8	$200,000
9	$900,000

The performance bond requirement may be secured by one of the following methods, or a combination thereof.

a) Performance Bond issued by an admitted surety licensed in the State of California and acceptable to the County, provided that the language of such bond shall recognize and accept the Agreement requirement for immediate release of funds to the County upon determination by the County, that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of the performance security funds to the County;

b) Irrevocable Letter of Credit, issued by a bank or other

financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the Agreement requirement for immediate payment of funds to the County upon determination by the County that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

c) Certificate of Deposit (CD), drawn by or on a financial institution acceptable to the County, on a form acceptable to the County. Funds shall be immediately accessible to County upon determination by the County that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered.

Performance bond(s) or irrevocable letter(s) of credits furnished by the Contractor in fulfillment of this requirement shall provide that such bond(s) or letter(s) of credit shall not be canceled for any reason except upon thirty (30) calendar days' written notice to the County of the intention to cancel said bond or letter of credit. The Contractor shall, not later than twenty (20) business days following the commencement of the 30-day notice period, provide the County with replacement security in a form acceptable to the County. In the event that the guarantor/surety is placed into liquidation or conservatorship proceedings, the Contractor shall provide replacement security acceptable to the County within twenty (20) business days of such occurrence.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all

licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of

this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including

reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 Notwithstanding the foregoing, Contractor shall forward to the Jurisdictional Fire Department for approval any advertising in any media format that includes the Jurisdictional Fire Department references, images, or logos. Contractor shall refer all media inquiries to the Jurisdictional Fire Department regarding EMS service involving the Jurisdictional Fire Department.

8.42.3 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be

either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.43.6 Audit/Compliance Review

In the event County representatives conduct an audit/ compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/ compliance review period to determine Contractor's liability to County.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 INTENTIONALLY OMITTED

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.49 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds

upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three hundred sixty-five (365) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days,

notwithstanding any other cure periods in this Agreement, (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, County may implement the procedures defined in 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of three hundred sixty-five (365) days.

8.50.3 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. If County has not secured a replacement contractor, despite due diligence, for the EOA previously served by Contractor within the three hundred sixty-five (365) day period referenced in Sub-paragraph 8.50.2, then the parties understand that common law and statutory law require any licensed Ambulance Operator to respond to Emergency calls within the area. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.4 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.3 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes

beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.5 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

8.50.6 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 County may immediately assume control of all or a portion of Contractor's Emergency Ambulance Transportation Services 9-1-1 Response equipment, including fully equipped vehicles with supplies by assuming any existing lease payments or loan payments on the equipment for the period of County use. If the equipment is owned by Contractor, County Project Director shall select an expert to advise County of a reasonable monthly rental fee for use of the equipment. If that amount is deemed satisfactory by County's Board of Supervisors, it shall be paid to Contractor or Contractor's creditors. It is the parties' intent that use of Contractor's equipment by County in the event of default hereunder shall be limited to that period during which County is attempting to secure a new contractor or operator to serve Contractor's exclusive operating area. In no event, however, shall County's use of Contractor's equipment in these circumstances exceed three hundred sixty-five (365) calendar days.

8.52.3 Contractor’s EMT personnel may be used by County for provision of services in exclusive operating area, on such

terms and conditions as are acceptable to the parties and to such personnel.

8.52.4 The rights and remedies of the County provided in this Sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

8.57.1 If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57.2 Notwithstanding any other provision of this Agreement, in the event any provision of this Agreement, or the performance thereof in accordance with its terms, is deemed a violation of any State or federal law by any governmental agency with jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction, or by the County Counsel in his/her reasonable discretion due to developments subsequent to the date hereof the parties shall meet and confer within ten (10) calendar days of the date both parties have received notice of the alleged illegality (the "Notice Date"), and shall negotiate in good faith to amend the Agreement in a manner which eliminates the alleged illegality to their mutual satisfaction. In the event the parties are unable to reach such agreement within thirty (30) calendar days of the Notice Date, without regard to whether any hearing, appeal, or similar rights have been exhausted, then either party may terminate this Agreement upon giving at least thirty (30) calendar days written notice to the other, or upon such shorter notice as may be required by law. In such event, neither party shall be liable to the other as a result of such termination. Nothing herein shall be deemed as precluding the parties from contesting the charge or allegation of illegality, or from mutually

deciding to maintain this Agreement in effect without any amendment thereto, pending the exhaustion of all hearing and appeal rights.

8.57.3 In the event that either party terminates this Agreement in whole or in part as provided in Sub-paragraph 8.57.2, County may implement the procedures defined in 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of three hundred sixty-five (365) days.

8.57.4 In the event that either party terminates this Agreement in whole or in part as provided in Sub-paragraph 8.57.2, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. If County has not secured a replacement contractor, despite due diligence, for the EOA previously served by Contractor within the three hundred sixty-five (365) day period referenced in Sub-paragraph 8.57.3, then the parties understand that common law and statutory law require any licensed Ambulance Operator to respond to Emergency calls within the area. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established

commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 5.5 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.60 (Survival)

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE HUMAN TRAFFICKING

8.61.1 The Contractor acknowledges and certifies in Exhibit J - Zero Tolerance Human Trafficking Policy Certification, that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of the Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 SUSPENSION

9.1.1 County may suspend by written notice, subject to the provisions in this Sub-paragraph, the whole or any part of this Agreement.

9.1.2 Prior to suspension, County will issue a Notice of Intent to Suspend in any one of the following circumstances:

- If Contractor fails to perform services within the time specified herein or any extension thereof;
- If Contractor fails to perform any of the other provision of this Agreement, or so fails to make progress so as to endanger performance under this Agreement in accordance with its terms;

In the event Contractor does not cure such default within a period of thirty (30) calendar days (or such longer period as County may authorize in writing), County shall give Contractor written notice of suspension.

9.1.3 County shall have the right to immediately suspend services under this Agreement in any one of the following circumstances:

- Contractor, its agents, or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, or employees may be engaging in a continuing course of conduct which may pose an imminent danger to the life or health of Patients receiving or requesting services from it;

- Contractor's County Ambulance Operator business license has been suspended or revoked pursuant to either the California Vehicle Code or the Los Angeles County Code.

9.1.4 The suspension notice, as referenced in this Sub-paragraph, shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of suspension up to ninety (90) calendar days.

9.1.5 In the event Contractor's operations are suspended, County may implement the procedures defined in Sub-paragraph 8.52, Termination for Insolvency, to provide services or may direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of up to three hundred sixty-five (365) calendar days.

9.1.6 If Contractor has not cured such default as described in the suspension notice within the timeframe indicated, County may terminate this Agreement in accordance with Sub-paragraph 8.50, Termination for Default.

9.2 CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE OPERATORS' EMPLOYEES AND COUNTY EMT PROGRAM GRADUATES FOR EMPLOYMENT

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other Ambulance Operators of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list and graduates of EMT Program(s) for at-risk youth developed by County's Second Supervisorial District's, any other Supervisorial District's, and/or County Department's during the life of this Agreement. Subject to Paragraphs 8.11 and 8.12 of this Agreement, such referred permanent or former employees of Ambulance Operators shall be given first consideration of employment and then to graduates of the aforementioned EMT Programs as Contractor vacancies occur after the implementation and throughout the term of this Agreement. Contractor is encouraged to recruit and hire qualified permanent or former employees of Ambulance Operators and graduates of Second District's or other County EMT Program for any future employment opening if they meet the minimum qualifications for that opening.

9.3 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.4 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.4.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.4.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.4.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

WESTMED AMBULANCE, INC. DBA
MCCORMICK AMBULANCE

By_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Brian T. Chu, Principal Deputy County Counsel

AGREEMENT FOR
EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

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EXHIBIT A
GENERAL STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response within its Exclusive Operating Area(s) (EOA(s), as dispatched by the Jurisdictional Fire Department or other government dispatch agency per Sub-paragraph 3.1.1. of this General SOW, twenty-four (24) hours per day, seven (7) days per week, including during holidays. Contractor shall perform the work and services pursuant to the requirements of this Agreement, conform to high professional standards, and comply with the protocols for Patient transportation and treatment as issued by the Local EMS Agency. In addition, Contractor shall, in the provision of Emergency Ambulance Transportation Services 9-1-1 Response, adhere to the legal and professional requirements and standards relative to the ambulance operations and personnel performance standards contained in the following:

- The Los Angeles County Code
- The Los Angeles County Prehospital Care Manual
- The California Vehicle Code
- The California Health and Safety Code
- The California Highway Patrol Ambulance Driver's Handbook
- Title 13 of the California Code of Regulations
- Title 22 of the California Code of Regulations
- California Business and Professions Code
- State Business Safety Plan compliance
- Federal and State Occupational Safety and Health Administration (OSHA) Blood Borne Pathogen Training Requirements
- Federal and State OSHA mandated Hazardous Materials Awareness Training compliance
- All other laws, regulations, ordinances, and other requirements of federal, State, and county governments; and all such laws, regulations, ordinances, standards, and other requirements that exist now or may exist in the future with respect to the services herein.

2.0 DEFINITIONS

Throughout the Agreement, references are made to certain persons, groups, or Departments/Agencies. For convenience, specific terms and definitions can be found in Paragraph 2.0 Definitions in the Agreement.

3.0 SPECIFIC WORK REQUIREMENTS

3.1. Ambulance Response within EOA

3.1.1 Contractor shall respond with its closest appropriately staffed Ambulance(s) (either based on distance and/or time) to the scene of the Emergency, to all calls made therefor by duly authorized

representatives of the following dispatch agencies: Jurisdictional Fire Department, County's Sheriff's Department, the California Highway Patrol, or of any other public safety agency authorized by County Project Director to dispatch Emergency Ambulances.

3.1.2 In accordance with County Code Section 7.16.170, when responding to any Emergency call, the Contractor's Ambulance Unit shall be staffed with a minimum of two (2) personnel including an Ambulance Driver and an Ambulance Attendant, both of whom shall meet the requirements as set forth in Sub-paragraph 5.3.2 of this General SOW.

3.1.3 **Backup Services**

a. In the event Contractor does not have an Ambulance immediately available to respond in accordance with this Agreement, Contractor shall provide the service through a Backup Provider, who must provide the service in accordance with all requirements of this Agreement. Contractor must have at least one Backup Provider who, under contract, has agreed to serve in this capacity. Each Backup Provider must be currently licensed by the County to serve as an Ambulance Operator.

b. Contractor shall ensure that Backup Providers meet the same applicable response time requirements for the Contractor as described in Paragraph 3.0.

c. A Backup Provider providing Backup Services within Contractor's EOA(s), at the request of Contractor, shall have the exclusive right to bill the Patient or third party payor the appropriate fee or fees for authorized Emergency Ambulance Transportation Services 9-1-1 Response performed, if permitted by the Agreement Billing And Payment Paragraph of this Agreement. If Contractor requests Backup Services, the Backup Provider will in no way be entitled to any payment from County or from a city agency for services.

3.2. Contractor shall respond to one hundred percent (100%) of all calls for Emergency Ambulance Transportation Services 9-1-1 Response for its EOA(s) as directed by the government dispatch agency with Contractor's Ambulance Units or arrange for service coverage by Backup Providers when necessary. If Contractor's response will be delayed for any reason beyond its original estimated time of arrival at the scene of the Emergency, Contractor shall immediately inform the originating dispatch agency as well as the Jurisdictional Fire Department of this delay and the estimated new time of arrival.

3.3. Contractor shall immediately notify the Jurisdictional Fire Department when calls are received directly from other agencies or the general public for

Emergency Ambulance Transportation Services 9-1-1 Response within its EOA(s).

3.4. Contractor shall respond with its own Ambulance Units in no less than ninety percent (90%) of all calls for Emergency Ambulance Transportation Services 9-1-1 Response within its EOA(s). Contractor shall notify the originating dispatch agency as well as the Jurisdictional Fire Department when a Backup Provider is being dispatched and give the name of the company that will provide service on Contractor's behalf as well as the estimated time of arrival (ETA).

3.5. Contractor shall respond to not less than ninety-two percent (92%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of five hundred thirty-nine (539) seconds for Urban areas as described in County Code Section 7.16.050. The calculation of the ninety-two percent (92%) requirement shall be made on a calendar month basis and will be determined based on the average response times for Contractor's EOA.

3.6. Contractor shall respond to not less than ninety-two percent (92%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of one thousand two hundred fifty nine (1259) seconds for Rural areas and as quickly as possible for wilderness areas as described in County Code Section 7.16.050. The calculation of the ninety-two percent (92%) requirement shall be made on a calendar month basis and will be determined based on the average response times for Contractor's EOA.

3.7. Notwithstanding the aforementioned maximum response time, if County's Board of Supervisors adopts by County ordinance one or more changes to the Emergency Ambulance Transportation Service maximum response times, such changes shall on their effective date be incorporated as the new response time(s) for this Agreement.

3.8. Contractor shall utilize, at a minimum, its current technology and systems listed below (or the equivalent or better) to maintain its compliance with the response times in Sub-paragraphs 3.5 and 3.6.

3.8.1. Atlas Labs

3.8.2. GPS Logic AVL system

3.8.3. FirstWatch real-time performance

3.8.4. ZOLL RescueNet CAD Program

3.9. Response Time Non-Compliance Charges

Charges will be assessed for non-compliance as follows:

3.8.1. Urban Areas

Response time 539 Seconds/92% of the time	Charge Assessed*
91-87%	$1,000
86-82%	$2,000
81-77%	$3,000
<76%	$4,000
**No Show	$3,000
Late submission of response time monthly reports	$100/day

*Charges will be assessed monthly.
**No show is defined as: No Ambulance arrives at the scene 15 minutes after dispatch in an Urban area per occurrence.

3.8.2. Rural Areas

Response time 1259 Seconds/92% of the time	Charge Assessed*
91-87%	$1,000
86-82%	$2,000
81-77%	$3,000
<76%	$4,000
**No Show	$3,000
Late submission of response time monthly reports	$100/day

*Charges will be assessed monthly.
**No show is defined as: No Ambulance arrives at the scene 30 minutes after dispatch in a Rural area per occurrence.

3.10. Procedures at the Scene of an Emergency

3.9.1. Contractor shall operate at the scene of an Emergency under Jurisdictional Fire Department direction and shall follow instructions or direction from the jurisdictional on-scene commander employing the techniques of Crew Resource Management (CRM).

3.9.2. Upon arrival at the scene of an Emergency, Contractor's ambulance personnel shall assess the condition of the Patient(s) and provide the appropriate medical treatment, unless the Patient is already being attended to by a qualified Paramedic(s). Unless otherwise instructed by the Jurisdictional Fire Department, if Contractor's ambulance personnel are the first medically qualified persons on the scene, they shall provide treatment within their scope of practice until replaced by duly qualified personnel from the Jurisdictional Fire Department, or informed by the Jurisdictional Fire Department to begin transporting the Patient(s). An approved Los Angeles County

EMS Report Form shall be completed by Contractor personnel for each Patient for whom treatment is provided. This form shall then be transferred to duly qualified Jurisdictional Fire Department or other public safety agency personnel at the scene for continuation of documentation.

3.9.3. Video, audio or image recording by Contractor at an incident, during transport or while at the hospital is prohibited unless approved by the Jurisdictional Fire Department.

3.9.4. Contractor's ambulance personnel shall not personally request or receive payment from the Patient or others for any services rendered while caring for the Patient at the scene or while en route to the receiving hospital. In addition, Contractor's ambulance personnel shall not make suggestions as to the necessity of ambulance transport while caring for the Patient at the scene. After the Patient is transferred into the care of medical personnel at the receiving hospital, Contractor personnel may secure billing information for Contractor services from the Patient, Patient's family members and friends, or from other customary sources, as appropriate.

3.9.5. Patient destination is determined by the on-scene Jurisdictional Fire Department personnel in accordance with Local EMS Agency destination policies. Contractor shall not divert Basic Life Support (BLS) transport to an alternate facility unless there is a critical change to Patient condition and must immediately notify the Jurisdictional Fire Department.

3.11. Dispatch Communication Recordings

Contractor shall maintain electronically time stamped dispatch communication audio recordings on the dispatch hereunder of all Ambulances. Each such audio recording shall be retained for a minimum period of three hundred and sixty-five (365) calendar days following its preparation and shall be made available during that period to County Project Director or to authorized representatives of the Jurisdictional Fire Department, or both, for review and copying at all reasonable times upon request.

3.12. Response Time Records

3.1.1. Contractor shall grant County and the applicable Jurisdictional Fire Department, access to FirstWatch online Compliance Utility (or any successor program) for real time resonse time compliance monitoring.

3.1.2. Notwithstanding paragraph 3.1.1., contractor shall electronically submit Response Time Reports, utilizing the format in Attachment A-1– Response Time Report, to the County Project Manager by the

25th calendar day of the month following the month of service. Such records shall be maintained and retained during the term of this Agreement, and for a period of five (5) years thereafter.

3.13. Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response as a Backup Provider when requested by the Jurisdictional Fire Department's communications center, or another contractor, which is unable to respond with its own Ambulance Units, from a neighboring EOA.

3.14. Contractor shall provide, on an interim basis for a period of up to three hundred sixty-five (365) days, Emergency Ambulance Transportation Services 9-1-1 Response to any geographical area of Los Angeles County which the Director requests to be added to the Contractor's EOA(s), or provide assistance when required to serve an EOA or a portion of the EOA in which another contractor's agreement with the County has been suspended or terminated.

3.15. Contractor shall assist and participate with community enhancement programs and events at the request of the Jurisdictional Fire Department as programs are identified and developed.

3.16. Contractor's Response During a Major Emergency or Disaster

Contractor shall respond to any major emergency or disaster (e.g., multi-catastrophe or multi-incident emergencies), following the National Incident Management System- Incident Command (NIMS - IC), that may take place within Los Angeles County or adjacent counties, when requested by the County Project Director, Jurisdictional Fire Department, or government dispatch agency, and participate in emergency disaster drills, when requested by the County Project Director or any Jurisdictional Fire Department. Contractor shall maintain at least the following disaster resources (or equivalent).

3.16.1 Rapid Emergency Deployment (R.E.D.) Team

3.16.2 Specialty Disaster Equipment – Disaster Units

3.16.3 High-risk Units

3.16.4 Mobile Communications and Command (MCC) Trailer

3.16.5 Mobile Generator and Fuel Tender

3.16.6 Electric Medical Cart

3.16.7 Hawthorne Disaster Cache

Within one (1) year of the effective date of this Agreement, Contractor shall meet with the Disaster Coordinator for County's Department of Health Services and finalize plans for Contractor's participation in emergencies and disasters. Such plans shall be approved by County Project Director and shall be in such detail and scope as may be reasonably required by him/her.

3.17. Emergency Medical Systems Data Reporting

Contractor shall provide emergency medical systems report data elements within specified time frames of each emergency response incident as required under Prehospital Care Policy Nos. 606 and 607, Documentation of Prehospital Care and Electronic Submission of Prehospital Data, respectively.

3.18. County Responsible Patient Financial Reporting

Contractor shall prepare reports detailing the transportation of County-Responsible Patients utilizing the format in Attachment A-2 County-Responsible Patient Financial Report. Contractor shall electronically submit such report quarterly (or upon request) to the County Project Director within 30 calendar days of the end of the quarter.

3.19. Billing Requirements:

3.19.1. Dry Run Billing Policy and Rates

Contractor may bill the appropriate party for Emergency Ambulance Transportation Services 9-1-1 Response Dry Runs as follows:

a. Response to a commercial location when the Emergency Ambulance Transportation Services 9-1-1 Response request is made by the business owner or an authorized representative of the owner. Contractor may bill the business owner.

b. Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed.

c. Response to disasters or potential disasters, i.e., airplane crashes, riots, flood, etc. Contractor may bill the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d. Emergency Ambulance Transportation Services 9-1-1 Response where the Contractor's Ambulance arrives on the

scene and the Patient is transported by other means to a medical facility, or is treated at the scene by paramedic or ambulance personnel and is not transported to a medical facility. In such instances, Contactor may bill the Patient or appropriate third party under the following conditions:

1. The Patient, a member of the Patient's family, or a legal guardian/conservator of the Patient requested the response; and

2. The Patient is not a County-Responsible Patient.

e. Contractor shall bill for Dry Run responses at no more than the Contractor rate maximums as set forth in Exhibit B-Contractor's Rates for the following services only, as applicable:

1. Response to a call with equipment and personnel at an Advanced Life Support (ALS) level.

2. Response to a call with equipment and personnel at a BLS level.

3. Code 3 used during response.

4. Service requests after 7:00 p.m. and before 7:00 a.m. of the next day.

4.0. CONTRACTOR'S OFFICES, AMBULANCES, AMBULANCE PERSONNEL, OR STATION LOCATIONS

4.1. Contractor shall keep County Project Manager apprised of its branch offices including addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by County Project Director or his/her designee.

4.2. Any change to Ambulances, number of Ambulance Units available to respond to Emergencies, Backup Provider(s), or number or location of ambulance personnel or ambulance station(s) shall be submitted to the County Project Manager at least thirty (30) calendar days prior to the effective date of the change. The EMS Agency, in consultation with the Jurisdictional Fire Department, will review and approve such changes in writing prior to implementation and amend the Agreement in accordance with Agreement Sub-paragraph 8.1.

4.3. Business Office

Contractor shall maintain at least one office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. **Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

4.4. Dispatch Office(s)

Contractor's dispatch office(s) shall meet the requirements as set forth in EMS Policy No. 226, Private Ambulance Provider Non-9-1-1 Medical Dispatch.

4.5. Ambulance Stations and Crew Quarters

4.5.1. Contractor shall provide to County a listing of all of its ambulance station locations and submit any changes in accordance with this Paragraph 4.0 of this General SOW.

4.5.2. Contractor shall have a minimum of one (1) ambulance station location per EOA from which Emergency Transportation Services are provided. Each station location shall be appropriately zoned as per County or municipal zoning regulations. An Ambulance garage or designated Ambulance parking area with crew quarters is required at each fixed ambulance station location.

4.5.3 Crew quarters shall be maintained in a clean, sanitary, and livable condition, and shall include at a minimum the following: a kitchen and shower facilities.

5.0. RESPONSIBILITIES - CONTRACTOR

5.1. License

Contractor shall maintain an Ambulance Operator license as required under County Code Section 7.14.010.

5.2. Project Manager

5.2.1. Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

5.2.2. Project Manager shall act as a central point of contact who shall work with County and Jurisdictional Fire Department regarding day-to-day operations and any problems which may arise.

5.2.3. Project Manager shall have at least five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support service.

5.2.4. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

5.3. Personnel

5.3.1. Contractor shall assign a sufficient number of employees to perform the required work and shall provide all administrative, supervisory, technical, and related staff needed to correctly provide proper service under this Agreement. Contractor shall, at a minimum, utilize the following ePro Scheduler Plus (or equivalent or better) to maintain compliance with this Sub-paragraph

5.3.2. All Contractor personnel providing direct patient care services shall possess appropriate licenses and certifications including, but not limited to:

a. A valid California Driver's License;

b. Current certification in the State of California at the Emergency Medical Technician (EMT) level;

c. Current with Los Angeles County EMT scope of practice or higher level of certification; and

d. Medical Exam Certificate (DL51)

e. An Ambulance Driver's Certificate (if driver) issued by the California Department of Motor Vehicles.

f. Current, valid BLS for Healthcare Providers card from the American Heart Association (AHA) or subsequent, equivalent program offered by AHA.

5.3.3. Contractor's EMT personnel shall not perform services exceeding his/her scope of practice as defined by State and local regulations and policies.

5.3.4. All Contractor personnel performing medical dispatch shall possess appropriate certifications including but not limited to:

a. Current certification as an Emergency Medical Dispatcher (EMD) or Emergency Telecommunicator (ETC) meeting the standards of the National Academies of Emergency Medical Dispatch; or

b. Current certification as an EMT in the State of California.

New employees hired as dispatchers/call takers shall have current EMD, ETC, or EMT within six (6) months of the date of hire.

5.3.5. Contractor shall maintain copies of certificates, licenses, registrations, etc. held by each employee providing services under this Agreement and shall provide such documents to County Project Director upon request.

5.3.6. Contractor shall be required to background check their personnel as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.

5.3.7. Contractor shall ensure that their personnel undergo medical health screenings as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.7, Medical Health Screening, of the Agreement.

5.4. Uniforms/Identification Badges

5.4.1. Contractor personnel assigned to this Agreement shall wear an appropriate uniform at all times. Uniform shall include company name and shall consist of a shirt and pants. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

5.4.2. Contractor shall ensure their personnel are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.

5.5. Materials and Equipment

The purchase of all materials, vehicles, and equipment to provide the required services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the personnel.

5.5.1. Ambulances

a. Contractor shall supply and maintain all Ambulances required to provide the services herein. Each Ambulance shall have a unique and consistent number identifying unit and crew.

b. Contractor's Ambulances shall be licensed in accordance with County Code Section 7.16.040 and Contractor shall ensure that each Ambulance is maintained in good working order and sanitary condition.

c. Ambulances shall meet all standards as specified in Title 13, California Code of Regulations, County Code Sections 7.16.210 and 7.16.215; and Reference Nos. 454, Ambulance Vehicle Color Scheme and Insignia Guidelines, and 455, Ambulance Vehicle Age Limit Requirements and Exemptions.

d. Contractor shall supply one bariatric Ambulance with a motorized winch and reinforced floorboards per EOA that is required to be in service twenty-four (24) hours per day, seven (7) days per week, including during holidays.

5.5.2. Ambulance Support Vehicles

Ambulance support vehicles utilized by Contractor shall have a current, valid Authorized Emergency Vehicle Permit issued by the California Highway Patrol and shall meet the State's requirements including but not limited to California Vehicle Code Section 2416.

5.5.3. Safety Equipment/Emergency Care Equipment/Supplies

a. Contractor shall supply all safety and emergency care equipment, supplies, and other materials necessary to perform Emergency Ambulance Transportation Services 9-1-1 Response at the BLS level. Ambulances shall carry and maintain in good working order equipment and supplies as specified in Title 13, California Code of Regulations, and in the Los Angeles County Prehospital Care Manual, Reference No. 710, BLS Ambulance Equipment.

b. Each Ambulance shall contain an approved automated external defibrillator (AED) as specified in the County's Prehospital Care Manual, Policy No. 412, EMT AED Service Provider Program Requirements.

c. Contractor shall also provide stair chairs and power lift gurneys in each Ambulance as part of the inventory.

5.5.4. Communication Equipment

a. Contractor shall be responsible for maintaining its communication systems including but not limited to any programming of systems, software or radio frequencies required to maintain compatibility and functionality with a Jurisdictional Fire Department's communication frequency plan or system. Final determination of the functionality and compatibility of Contractor's communications systems shall rest with the Jurisdictional Fire Department. Contractor shall be required to maintain the communication systems at its expense unless cost sharing is agreed upon between Contractor and the Jurisdictional Fire Department.

b. Contractor shall have and maintain, all communications equipment deemed by County Project Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Backup Providers.

c. Contractor shall have and maintain the following communication equipment for communication between on-board Paramedics and base hospitals and receiving hospitals for all responding Ambulances. Contractor shall ensure that each Ambulance has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of each ambulance unit. Units with other than metal roofs must install a self-resonant high gain antenna for operation without a ground plane. Magnetic mount installation must include the installation of a metal plate three times the diameter of the base. The high gain antenna must be rated between 450-470 MHZ. The coax connector must be of the bayonet naval connector (BNC) type or an adapter to a BNC must be available for communication interoperability.

d. Uninterrupted Power Supply System

1. Contractor shall be responsible, at its costs, for an uninterrupted power supply (UPS) system for a personal computer data link between Contractor and the Jurisdictional Fire Department.

2. Contractor shall also be responsible for a UPS system between Contractor and Backup Providers. A UPS system shall be sufficiently adequate to provide time for Contractor and Backup Providers' communication backup systems to be put in effect, to notify one another, and for Contractor to notify the Jurisdictional Fire Department of such action. Backup systems may include, but are not necessarily limited to:

generators with fuel supply, cellular phones, handheld radios, etc.

e. Redundancy

There shall be a minimum of two layers of redundancy built into any of the communication systems employed for communications between Contractor and the Jurisdictional Fire Department, i.e., no single point of failure.

f. Electronic Patient Care Record (ePCR) System

1. Contractor shall be responsible for the full compatibility and seamless transmission of electronic data between its and the Jurisdictional Fire Department's ePCR system, if applicable. If the Jurisdictional Fire Department does not have electronic patient care record capability, a hard copy of the EMS Report Form will be provided by the Jurisdictional Fire Department's staff to Contractor's staff for receiving facilities' records.

2. Contractor's current or future ePCR system shall be fully compatible and functional with any Jurisdictional Fire Department's current ePCR system, and shall be required to be fully compatible and functional with any future ePCR systems proposed by a Jurisdictional Fire Department. Contractor's ePCR system functionality should include but not be limited to:

   - The ability to retrieve and print patient information from the Jurisdictional Fire Department's ePCR system.

   - The ability to have any patient record change reconcile with the Jurisdictional Fire Department's ePCR system.

   - A redundancy plan for patient record information during ePCR system loss of coverage or down time.

3. The final determination of the functionality and compatibility of Contractor's ePCR systems shall rest with the Jurisdictional Fire Department.

4. Contractor shall be responsible for providing a designated contact person who will act as its liaison to the Jurisdictional Fire Department and its ePCR vendor for all matters or issues regarding the ePCR system and compatibility.

5. Contractor shall be responsible for submitting data to the County in accordance with the LA-EMS Data Dictionary as indicated in Prehospital Care Policy No. 607.

g. Future Communications System Upgrades and Technologies:

As current communication systems are upgraded or future communication technologies are identified/implemented, Contractor shall agree to cooperate, participate and negotiate in good faith with the Jurisdictional Fire Department for any communication system evaluations or pilot projects i.e., ePCR, CAD, or VoIP, as proposed by a Jurisdictional Fire Department. Contractor shall also agree to negotiate in good faith with the Jurisdictional Fire Department to implement any mutually agreed upgrade or improvement plan to any communication, ePCR or CAD system that involves the Contractor and provides a benefit or improvement to service delivery for the County or the Jurisdictional Fire Department, including but not limited to the capability of direct AVL dispatch of Ambulances from the Jurisdictional Fire Department.

5.6. Training

5.6.1. Contractor shall provide training programs for all new personnel and continuing in-service training for all personnel including the following value-added training (or equivalent or better) Contractor currently provides, at a minimum,

- Crew Resource Management (CRM) training

5.6.2. All personnel shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All personnel must wear safety and protective gear according to OSHA standards.

5.6.3. Ambulance personnel shall be trained in Crew Resource Management, as approved by County's Project Manager.

5.7. Policies and Procedures

Contractor shall maintain policies and procedures including but not limited to the following:

- Pre-employment screening/hiring standards
- Orientation and training program for new employees
- In-service training and education
- Personnel evaluations
- Wage, salary, benefit packages, and general work conditions, including employee rights
- Work Schedules/Work Coverage Protocols
- Dispatch Protocols
- Crew Resource Management
- Evaluation and handling of the Patient in the provision of services
- Restraints.

- Labor Disputes
- Translation Services
- Complaint Resolution
- Infection Control
- Medical Supplies Management
- Patient Billing Disputes and Payment Plans

Contractor shall provide copies and/or updates to the above policies and procedures annually or upon request by the County's Project Manager for review and approval.

6.0. RESPONSIBILITIES - COUNTY

6.1. Personnel

County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include but be limited to:

6.1.1. Monitoring the Contractor's performance in the daily operation of this Agreement.

6.1.2. Providing direction to the Contractor in areas relating to policy, information and procedural requirements in consultation with the Jurisdictional Fire Department.

6.1.3. Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

6.2. Assessments

County will assess any necessary response time charges as set forth in Sub-paragraph 3.9, Response Time Non-compliance Charges, on a monthly basis and invoice the Contractor no later than 90 days after receipt of the Response Time Report (Attachment A-1).

7.0. QUALITY IMPROVEMENT

Contractor shall establish and utilize a comprehensive Quality Improvement (QI) Plan. The QI Plan shall meet the requirements contained in Reference Nos. 620, EMS Quality Improvement Program and 618, EMS Quality Improvement Program Committees and shall be submitted on an annual basis (or upon request) at the time of the program review to the County Project Manager, or designee, for review and approval. Such QI Plan shall include the use of the following eCore's ePro Scheduler Plus software (or equivalent).

8.0. QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Agreement. The Plan shall be submitted to the County Project Manager for review. The Plan shall include, but may not be limited to the following:

8.1. Method of monitoring to ensure that Agreement requirements are being met.

8.2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

8.3 Maintenance of the following accreditation by the Commission on Accreditation of Ambulance Services (CAAS).

8.4 EMS survey team customer survey program

8.5 Zoll Rescuenet billing software and Audante (or equivalent or better) for billing and service quality control respectively.

9.0. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

9.1 Meetings

Contractor is required to attend bi-monthly meetings as requested and scheduled by County.

9.2. Contractor Discrepancy Report *(Attachment A-3)*

9.2.1. Verbal notification of an Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

9.2.2. The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

9.3. County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours unless otherwise specified. However, these personnel may not unreasonably interfere with the Contractor's performance.

9.3.1. Ambulance Inspections

County Project Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's Ambulance Units in order to ascertain Contractor's compliance with this Agreement with respect to Ambulances and equipment.

9.3.2. Operations/ Crew Quarter Inspections

County Project Director or his/her authorized representatives may at any time conduct a walk-through inspection of Contractor's operations and/or crew quarters to ascertain Contractor's compliance with the requirements under this Agreement.

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RESPONSE TIME REPORT

See attached key for the numbered columns below.																	
(1) DATE	(2) RUN #	(3) INCIDENT #	(4) SEQUENCE#	(5) PICK UP ADDRESS	(6) PICK UP CITY / COMMUNITY	(7) URBAN OR RURAL	(8) TIME CALL RECEIVED	(9) TIME DISPATCHED	(10) TIME EN ROUTE	(11) TIME AT SCENE	(12) TIME LEFT SCENE	(13) TIME CANCELLED	(14) TOTAL RESPONSE TIME	(15) RECEIVING FACILITY NAME	(16) AT HOSPITAL TIME	(17) TIME OF TRANSFER OF CARE	(18) TIME AVAILABLE (CLEAR)

1 **DATE** = Date run received.
2 **RUN #** = Run number assigned by Contractor.
3 **INCIDENT #** = Incident number assigned by the Jurisdictional Fire Department.
4 **SEQUENCE #** = A unique, alphanumeric EMS record number that is assigned to a patient record by the Jurisdictional Fire Department.
5 **PICK-UP ADDRESS** = The address of service location or cross street, if applicable.
6 **PICK-UP CITY/COMMUNITY**= The name of the city/community where the patient pickup address lies within.
7 **URBAN/RURAL** = **Urban:** all census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile. **Rural:** all census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.
8 **TIME CALL RECEIVED** = Time at which the Contractor received the initial call for service.
9 **TIME DISPATCHED** = The time the Ambulance was actually dispatched.
10 **TIME EN ROUTE** = The initial deployment time of the Ambulance.
11 **TIME AT SCENE** = The time the Ambulance arrived at the physical location/address of the incident.
12 **TIME LEFT SCENE** = Time ambulance departs scene of incident for receiving facility
13 **TIME CANCELED** = The time the Contractor's dispatch office received the cancellation call (left blank if not canceled).
14 **TOTAL RESPONSE TIME** = The time from initial dispatch to arrival at the physical location/address of incident.
15 **RECEIVING FACILITY NAME** = Name of receiving facility.
16 **AT HOSPITAL TIME** = The time that the Ambulance arrived in the Ambulance bay at the receiving facility.
17 **TIME TRANSFER OF CARE** = The actual time of transfer of Patient off of the Contractor's stretcher onto the facility's gurney and the patient placed on facility's equipment.
18 **TIME AVAILABLE** = The actual time the Ambulance is ready to accept further calls.

COUNTY-RESPONSIBLE PATIENT
FINANCIAL REPORT

ATTACHMENT A-2

See key for numbered columns on next page.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.
DATE	**RUN #**	**INCIDENT #**	**CUSTOMER NAME**	**PICK UP CITY / COMMUNITY**	**CURRENT PAYOR**	**GROSS CHARGES**	**CONTRACTAL ALLOWANCE**	**NET CHARGES**	**REVENUE ADJUSTMENTS**	**PAYMENTS**	**WRITE-OFFS**	**REFUNDS**	**BALANCE DUE**

Key for Columns in County-Responsible Patients Financial Report

ATTACHMENT A-2

1. Date of call for service
2. Run number assigned by ambulance company
3. Incident number assigned by fire department agency
4. Name of patient
5. Pick up city or unincorporated community
6. Name of Payor
7. Gross charges from ambulance company
8. Contractually allowed charges from ambulance company.
9. Net charges from ambulance company
10. Revenue adjustments
11. Payments made to ambulance company from payor
12. Amount written off by ambulance company
13. Amount refunded to payor
14. Balance due to ambulance company

ATTACHMENT A-3

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT B
CONTRACTOR'S RATES
(EOA 6)

During the term of this Agreement, Contractor shall charge the following general public ambulance rates. If Contractor's general public ambulance rates are either equal to the Maximum County Code Rates, or, less than the Maximum County Code Rates by a percentage discount, then those rates will be subject to adjustments made in relation to any subsequent changes in the Maximum County Code Rates*. If Contractor will not charge for a particular service, such commitment shall remain in effect for the entire term of this Agreement.

*The Maximum County Code Rates are changed in accordance with County Code Section 7.16.340 below.

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

A. A ground ambulance operator shall charge no more than the following rates for one patient:

	ITEM**	Unit**	Maximum County Code Rates Effective July 1, 2016 - June 30, 2017	Contractor's General Public Ambulance Rates Effective Dec 1, 2016 – November 30, 2026
1.	ALS – non-emergency	per call	$1,776.00	Equal
2.	ALS – 9-1-1	per call	$1,900.00	1.1 %
3.	BLS – non-emergency	per call	$1,183.00	Equal
4.	BLS – 9-1-1	per call	$1,268.00	1.6 %
5.	Mileage Rate	per mile or fraction thereof	$ 18.00	5.6 %
6.	Waiting time	per each 30-minute period or fraction thereof after the first 30 minutes of waiting time at the request of the person hiring the ambulance	$ 100.00	N/A
7.	Standby Time	per each 30-minute period or fraction thereof after the first 30 minutes of standby time; in addition to the base rate for the prescribed level of service	$ 96.00	N/A

** This is only a brief description. Refer to the appropriate County Code Section for the full description.

B. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.290 RATES FOR MULTIPLE LOADS

A.	MULTIPLE LOADS SAME POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula
B.	MULTIPLE LOADS DIFFERENT POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula

C. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A. A ground ambulance operator shall charge no more than the following rates for special ancillary services:

1.	Request for services after 7:00 p.m. and before 7:00 a.m. of the next day	$ 20.00	Equal
2.	Oxygen per tank or fraction thereof and oxygen delivery equipment to include nasal cannula and/or oxygen mask	$ 92.00	10.9 %
3.	Neonatal transport	$ 190.00	N/A
4.	Registered Nurse (RN) or Respiratory therapist (RT) Specialty Care Transport with equipment and personnel for up to 3 hours of transportation time	$2,137.00	N/A
5.	RN and RT Specialty Care Transport with equipment and personnel for up to 3 hours of transportation time	$2,416.00	N/A
6.	RN and/or RT for per hour after the first 3 hours	$ 114.00	N/A
7.	Volume Ventilator	$ 176.00	N/A
8.	Disposable Medical Supplies	$ 27.00	Equal

B. Where other special services are requested or needed by any patient or authorized representative thereof, a reasonable charge commensurate with the cost of furnishing such special service may be made, provided that the ambulance operator shall file with the Director of the Department of Health Services a schedule of each special service proposed and the charge therefore, which charge shall be effective unless modified, restricted, or denied by the Director of the Department of Health Services. Special services are defined as services provided to a patient that are unique and individual to a specific patient's needs, and are performed on a limited basis.

C. Charges for special services provided to patients that are new services, but will become an industry standard, must be reviewed and a rate commensurate with the service developed prior to ambulance operators charging such rate to the general public. Such rates shall not be charged to patients until approved by the Board of Supervisors.

D. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

*COUNTY CODE SECTION 7.16.340 MODIFICATION OF RATES

The maximum rates chargeable to the general public as set forth in Sections 7.16.280 and 7.16.310 of this chapter shall be adjusted effective July 1, 1992, and on July 1st of each year thereafter, to reflect changes in the value of the dollar. For each of the one year periods respectively beginning July 1, 1992 and July 1, 1993 such adjustments shall be made by multiplying the base amounts by the percentage change in the transportation portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. Beginning July 1,

1994, and on each July 1 thereafter, such adjustments shall be determined by multiplying the base amounts by the average of the percentage changes of the transportation portion and of the medical portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest $0.25 and added or subtracted, as appropriate, to the rate. Beginning July 1, 2017, and on every July 1, thereafter, such adjustments shall be determined by multiplying seventy-five (75) percent of the base amounts by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040 – Minimum Wage and by multiplying twenty-five (25) percent of the base amounts by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February, except for the following charges: Registered Nurse/Respiratory Therapist per hour after the first three (3) hours adjustment shall by determined by multiplying the current charge by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040- Minimum Wage; mileage adjustment shall be determined by multiplying the current charge by the percentage change of the transportation line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February; and Oxygen, Disposable Medical Supplies, and Ventilator adjustments shall be determined by multiplying the current charges by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest whole number and added or subtracted, as appropriate, to the rate. The Director of the Department of Health Services, or authorized designee, shall initiate implementation of these rate changes by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency requesting such notification from the Director. Such notice shall be sent by first class mail no later than June 15 of the prior period.

EXHIBIT B
CONTRACTOR'S RATES
(EOA 7)

During the term of this Agreement, Contractor shall charge the following general public ambulance rates. If Contractor's general public ambulance rates are either equal to the Maximum County Code Rates, or, less than the Maximum County Code Rates by a percentage discount, then those rates will be subject to adjustments made in relation to any subsequent changes in the Maximum County Code Rates*. If Contractor will not charge for a particular service, such commitment shall remain in effect for the entire term of this Agreement.

*The Maximum County Code Rates are changed in accordance with County Code Section 7.16.340 below.

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

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7.	Standby Time	per each 30-minute period or fraction thereof after the first 30 minutes of standby time; in addition to the base rate for the prescribed level of service	$ 96.00	N/A

** This is only a brief description. Refer to the appropriate County Code Section for the full description.

B. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.290 RATES FOR MULTIPLE LOADS

A.	MULTIPLE LOADS SAME POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula
B.	MULTIPLE LOADS DIFFERENT POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula

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COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

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7.	Volume Ventilator	$ 176.00	N/A
8.	Disposable Medical Supplies	$ 27.00	Equal

B. Where other special services are requested or needed by any patient or authorized representative thereof, a reasonable charge commensurate with the cost of furnishing such special service may be made, provided that the ambulance operator shall file with the Director of the Department of Health Services a schedule of each special service proposed and the charge therefore, which charge shall be effective unless modified, restricted, or denied by the Director of the Department of Health Services. Special services are defined as services provided to a patient that are unique and individual to a specific patient's needs, and are performed on a limited basis.

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EXHIBIT B
CONTRACTOR'S RATES
(EOA 8)

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** This is only a brief description. Refer to the appropriate County Code Section for the full description.

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COUNTY CODE SECTION 7.16.290 RATES FOR MULTIPLE LOADS

A.	MULTIPLE LOADS SAME POINT	per Section 7.16.290 Formula	per Section 7.16.290 Formula
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(EOA 9)

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*COUNTY CODE SECTION 7.16.340 MODIFICATION OF RATES

The maximum rates chargeable to the general public as set forth in Sections 7.16.280 and 7.16.310 of this chapter shall be adjusted effective July 1, 1992, and on July 1st of each year thereafter, to reflect changes in the value of the dollar. For each of the one year periods respectively beginning July 1, 1992 and July 1, 1993 such adjustments shall be made by multiplying the base amounts by the percentage change in the transportation portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. Beginning July 1,

1994, and on each July 1 thereafter, such adjustments shall be determined by multiplying the base amounts by the average of the percentage changes of the transportation portion and of the medical portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest $0.25 and added or subtracted, as appropriate, to the rate. Beginning July 1, 2017, and on every July 1, thereafter, such adjustments shall be determined by multiplying seventy-five (75) percent of the base amounts by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040 – Minimum Wage and by multiplying twenty-five (25) percent of the base amounts by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February, except for the following charges: Registered Nurse/Respiratory Therapist per hour after the first three (3) hours adjustment shall by determined by multiplying the current charge by the percentage change of the minimum wage change in Los Angeles County as defined in County Code Section 8.100.040- Minimum Wage; mileage adjustment shall be determined by multiplying the current charge by the percentage change of the transportation line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February; and Oxygen, Disposable Medical Supplies, and Ventilator adjustments shall be determined by multiplying the current charges by the percentage change of the Medical Care line item of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest whole number and added or subtracted, as appropriate, to the rate. The Director of the Department of Health Services, or authorized designee, shall initiate implementation of these rate changes by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency requesting such notification from the Director. Such notice shall be sent by first class mail no later than June 15 of the prior period.

EXHIBIT C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 6)

1. EOA BOUNDARIES MAP

The boundaries of Contractor's EOA are defined in Attachment C-1 of this EOA Specific SOW.

2. DEPLOYMENT PLAN

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response in accordance with Exhibit A- General SOW, this Exhibit C- EOA Specific SOW (EOA), and elsewhere hereunder in this Agreement.

2.1. Ambulances

2.1.1. Dedicated Ambulances

Contractor shall deploy three (3) Ambulances to provide twenty-four (24) hour coverage. One Ambulance shall be a bariatric Ambulance meeting the requirements of Exhibit A- General SOW, Sub-paragraph 5.5.1.d.

2.1.2. Backup Ambulances

Contractor shall maintain seventy-nine (79) non-exclusive back-up Ambulances.

Contractor's Ambulances above shall meet the requirements in Exhibit A- General SOW, Sub-paragraph 5.5.1.

2.2. Staffing

2.2.1. Dedicated Personnel

Contractor shall maintain, at a minimum, eighteen (18) dedicated EOA personnel.

Title	No. of Personnel
Ambulance Driver/Attendant	18

2.2.2. Backup/Non-Exclusive Personnel

Contractor shall maintain, at a minimum, the following back-up/non-exclusive personnel including but not limited to:

Title	No. of Personnel
CEO/Company Owner	1
Ambulance Unit Supervisor	8
Dispatcher/Call Taker	21
Supervising Dispatcher	4
Mechanic	2
Fleet Maintenance Supervisor	1
Shop Assistant	4

Contractor's personnel shall meet the requirements of Exhibit A- General SOW, Sub-paragraph 5.3, as applicable.

2.3 Ambulance Station Locations

Contractor shall maintain, at a minimum, three (3) ambulance station locations meeting the requirements of Exhibit A- General SOW, Sub-paragraph 4.5. Contractor shall submit a listing including the addresses of its fixed ambulance station locations and the number of Ambulances that will be garaged and deployed from each location, as requested by County's Project Manager or designee.

2.4 Ambulance Maintenance Location

Contractor shall maintain, at a minimum, one (1) in-house ambulance maintenance location with at least five (5) service bays. Contractor shall submit a listing of its ambulance maintenance locations including addresses and number of service bays, as requested by County's Project Manager or designee.

2.5. Office Locations

Contractor shall maintain, at a minimum, three (3) business offices and one (1) dispatch office meeting the requirements of Exhibit A- General Statement of

Work, Sub-paragraphs 4.3 and 4.4 respectively. Contractor shall submit a listing including the addresses and phone numbers for each respective office, as requested by County's Project Manager or designee.

2.6 Backup Providers

Contractor shall maintain, at a minimum, five (5) Backup Provider agreements meeting the requirements of Exhibit A- General SOW, Sub-paragraph 3.1.3. Contractor shall submit a copy of its Back-up Provider agreements, as requested by County's Project Manager or designee.

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed six (6) hours for a 24 hour shift of an Ambulance Unit's shift.

3. IMPLEMENTATION PLAN

3.1 Ambulances

Contractor shall acquire and put into service three (3) new Ford E350 Type III (or equivalent) Ambulances by May 31, 2017.

3.2 Safety Equipment/Emergency Care Equipment/Supplies

Contractor shall acquire and put into service the following new equipment (or equivalent) by May 31, 2017:

3.2.1 Three (3) Power Lift Gurney – Stryker, Power Pro XT cot 6506

3.2.2 One (1) Bariatric Gurney-Stryker, MX- PRO Bariatric Transport

3.2.3 Three (3) Power-Load System – Stryker, Power-LOAD cot 6390

3.3 Communications Equipment

Upon service start date Contractor shall have the following communications equipment (or equivalent) in place:

3.3.1 Nextel phone and dedicated ring-down line to be fully compatible and functional with the Compton Fire Department's communication center.

3.3.2 ePCR system to be fully functional and compatible with Jurisdictional Fire Department.

3.4 Ambulance Station

Within thirty (30) days of the service start date, Contractor shall have in operation a new non-exclusive ambulance station location in the city of Paramount (or adjacent).

3.5 Training

Upon the service start date, Contractor shall complete implementation of Jurisdictional Fire Department and service area familiarization training program.

3.6 Quality Control

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement a new EMS Survey Team customer survey program with ePro Tracker system.

3.7 Community Services

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement the following:

3.7.1 AED donation program

3.7.2 Car seat program

4. PLAN MODIFICATIONS

Any changes to the above Deployment Plan shall be made in accordance with Paragraph 4.0 of the General SOW.

5. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

5.1 Contractor shall maintain and be in compliance with the agreement with the City of Compton (CC) for services including but not limited to paramedic billing services and dispatch services, if such agreement is required by the Jurisdictional Fire Department.

5.2 Contractor also agrees to participate in any other revenue or reimbursement programs that become available to the CC and may include percentage reimbursement for processing.

6. FEES

Contractor shall pay the fees as set forth in the agreement with the Jurisdictional Fire Department, if required by the CC, and may include but not be limited to dispatch fees.

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EXHIBIT C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 7)

1. EOA BOUNDARIES MAP

The boundaries of Contractor's EOA are defined in Attachment C-1 of this EOA Specific SOW.

2. DEPLOYMENT PLAN

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response in accordance with Exhibit A- General SOW, this Exhibit C- EOA Specific SOW (EOA), and elsewhere hereunder in this Agreement.

2.1. Ambulances

2.1.1. Dedicated Ambulances

Contractor shall deploy eleven (11) Ambulances to provide twenty-four (24) hour coverage and three (3) additional Ambulances deployed for a period of twelve (12) hours to provide additional resources during peak-volume periods of the day. One Ambulance shall be a bariatric Ambulance meeting the requirements of Exhibit A- General SOW, Sub-paragraph 5.5.1.d.

2.1.2. Backup Ambulances

Contractor shall maintain sixty-eight (68) non-exclusive back-up Ambulances.

Contractor's Ambulances above shall meet the requirements in Exhibit A- General SOW, Sub-paragraph 5.5.1.

2.2. Staffing

2.2.1. Dedicated Personnel

Contractor shall maintain, at a minimum, seventy-eight (78) dedicated EOA personnel.

Title	No. of Personnel
Ambulance Driver	39
Ambulance Attendant	39

2.2.2. Backup/Non-Exclusive Personnel

Contractor shall maintain, at a minimum, the following non-exclusive back-up personnel including but not limited to:

Title	No. of Personnel
CEO/Company Owner	1
Ambulance Supervisor	8
Dispatcher/Call Taker	21
Supervising Dispatcher	4
Mechanic	2
Fleet Maintenance Supervisor	1
Shop Assistant	4

Contractor's personnel shall meet the requirements of Exhibit A-General SOW, Sub-paragraph 5.3, as applicable.

2.3. Ambulance Station Locations

Contractor shall maintain, at a minimum, seven (7) ambulance station locations meeting the requirements of Exhibit A- General SOW, Sub-paragraph 4.5. Contractor shall submit a listing including the addresses of its fixed ambulance station locations and the number of Ambulances that will be garaged and deployed from each location, as requested by County's Project Manager or designee.

2.4. Ambulance Maintenance Location

Contractor shall maintain, at a minimum, one (1) in-house ambulance maintenance location with at least five (5) service bays. Contractor shall submit a listing of its ambulance maintenance locations including addresses and number of service bays, as requested by County's Project Manager or designee.

2.5. Office Locations

Contractor shall maintain, at a minimum, three (3) business offices and one (1) dispatch office meeting the requirements of Exhibit A- General Statement of Work, Sub-paragraphs 4.3 and 4.4 respectively. Contractor shall submit a listing including the addresses and phone numbers for each respective office, as requested by County's Project Manager or designee.

2.6 Backup Providers

Contractor shall maintain, at a minimum, five (5) Backup Provider agreements meeting the requirements of Exhibit A- General SOW, Sub-paragraph 3.1.3. Contractor shall submit a copy of its Back-up Provider agreements, as requested by County's Project Manager or designee.

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed four (4) hours for a 12 hour shift and six (6) hours for a 24 hour shift of an Ambulance Unit's shift.

3. IMPLEMENTATION PLAN

Contractor shall implement the following new resources in order to meet the requirements of its Deployment Plan above in Paragraph 2. For any resources that are identified in the Deployment Plan but not identified in the Implementation Plan in this Paragraph 3, such resources shall be deployed from existing resources. For those new resources that are not due to be implemented upon the service start date, Contractor shall be responsible for providing services with existing resources upon the service start date until the new resources can be implemented.

3.1 Ambulances

Contractor shall acquire and put into service eleven (11) new Ford E350 Type III (or equivalent) Ambulances, by May 31, 2017.

3.2 Safety Equipment/Emergency Care Equipment/Supplies

Contractor shall acquire and put into service the following equipment (or equivalent) by May 31, 2017:

3.2.1. Fourteen (14) Power Lift Gurney – Stryker Power Pro XT

3.2.2. Eleven (11) Power-Load System – Stryker Power-Load cot 6390

3.3 Ambulance Station

Upon the service start date, Contractor shall have in operation one (1) new ambulance station location (or adjacent) in Paramount.

3.4 Training

Upon the service start date, Contractor shall complete implementation of the City of Paramount and service area familiarization training program.

3.5 Quality Control

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement a new EMS Survey Team customer survey program with ePro Tracker system.

3.6 Community Services

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement the following:

3.6.1 AED donation program

3.6.2 Car seat program

4. PLAN MODIFICATIONS

Any changes to the above Deployment Plan shall be made in accordance with Paragraph 4.0 of the General SOW.

5. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

5.1. Contractor shall maintain and be in compliance with the agreement with the Consolidated Fire Protection District of Los Angeles County (CFPDLAC) for services including but not limited to paramedic billing services and dispatch services.

5.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to CFPDLAC and may include percentage reimbursement for processing.

6. FEES

Contractor shall pay the fees as set forth in the CFPDLAC agreement.

EXHIBIT C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 8)

1. EOA BOUNDARIES MAP

The boundaries of Contractor's EOA are defined in Attachment C-1 of this EOA Specific SOW.

2. DEPLOYMENT PLAN

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response in accordance with Exhibit A- General SOW, this Exhibit C- EOA Specific SOW (EOA 1), and elsewhere hereunder in this Agreement.

2.1 Ambulances

2.1.1. Dedicated Ambulances

Contractor shall deploy two (2) Ambulances to provide twenty-four (24) hour coverage and two (2) additional Ambulances deployed for a period of twelve (12) hours to provide additional resources during peak-volume periods of the day. One Ambulance shall be a bariatric Ambulance meeting the requirements of Exhibit A- General SOW, Sub-paragraph 5.5.1.d.

2.1.2. Backup Ambulances

Contractor shall maintain seventy-eight (78) non-exclusive backup Ambulances.

Contractor's Ambulances above shall meet the requirements in Exhibit A- General SOW, Sub-paragraph 5.5.1.

2.2 Staffing

2.2.1 Dedicated Personnel

Contractor shall maintain, at a minimum, twenty (20) dedicated EOA personnel.

Title	No. of Personnel
Ambulance Driver	10
Ambulance Attendant	10

2.2.2. Backup/Non-Exclusive Personnel

Contractor shall maintain, at a minimum, the following non-exclusive back-up personnel including but not limited to:

Title	No. of Personnel
CEO/Company Owner	1
Ambulance Unit Supervisor	8
Dispatcher/Call Taker	21
Supervising Dispatcher	4
Mechanic	2
Fleet Maintenance Supervisor	1
Shop Assistant	4

Contractor's personnel shall meet the requirements of Exhibit A-General SOW, Sub-paragraph 5.3, as applicable.

2.3 Ambulance Station Locations

Contractor shall maintain, at a minimum, one (1) ambulance station locations meeting the requirements of Exhibit A- General SOW, Sub-paragraph 4.5. Contractor shall submit a listing including the addresses of its fixed ambulance station locations and the number of Ambulances that will be garaged and deployed from each location, as requested by County's Project Manager or designee.

2.4. Ambulance Maintenance Location

Contractor shall maintain, at a minimum, one (1) in-house ambulance maintenance location with at least five (5) service bays. Contractor shall submit a listing of its ambulance maintenance locations including addresses and number of service bays, as requested by County's Project Manager or designee.

2.5. Office Locations

Contractor shall maintain, at a minimum, three (3) business offices and one (1) dispatch office meeting the requirements of Exhibit A- General Statement of Work, Sub-paragraphs 4.3 and 4.4 respectively. Contractor shall submit a listing including the addresses and phone numbers for each respective office, as requested by County's Project Manager or designee.

2.6 Backup Providers

Contractor shall maintain, at a minimum, five (5) Backup Provider agreements meeting the requirements of Exhibit A- General SOW, Sub-paragraph 3.1.3. Contractor shall submit a copy of its Back-up Provider agreements, as requested by County's Project Manager or designee.

2.7 Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed four (4) hours on a 12-hour shift or six (6) hours on a 24-hour shift of an Ambulance Unit's shift.

3. IMPLEMENTATION PLAN

Contractor shall implement the following new resources in order to meet the requirements of its Deployment Plan above in Paragraph 2. For any resources that are identified in the Deployment Plan but not identified in the Implementation Plan in this Paragraph 3, such resources shall be deployed from existing resources. For those new resources that are not due to be implemented upon the service start date, Contractor shall be responsible for providing services with existing resources upon the service start date until the new resources can be implemented.

3.1 Ambulances

Contractor shall acquire and put into service two (2) new Ford E-350 Type III (or equivalent) Ambulances by May 31, 2017.

3.2. Safety Equipment/Emergency Care Equipment/Supplies

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall acquire and put into service the following new (or equivalent):

3.2.1. Four (4) Power Lift Gurney – Stryker Power Pro XT

3.2.2 One (1) Bariatric Gurney- Stryker MX PRO Bariatric Transport

3.2.3 Two (2) Power Load System - Stryker Power-LOAD cot 6390

3.3 Communications Equipment

Upon the service start date, Contractor's ePCR system shall be fully functional and compatible with Jurisdictional Fire Department.

3.4 Ambulance Station

Upon the service start date, Contractor shall have in operation a new ambulance station location in the city of Redondo Beach (or adjacent).

3.5 Quality Control

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement a new EMS Survey Team customer survey program with ePro Tracker system.

3.6 Community Services

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement the following:

3.6.1 AED donation program

3.6.2 Car seat program

4. PLAN MODIFICATIONS

Any changes to the above Deployment Plan shall be made in accordance with Paragraph 4.0 of Exhibit A- General SOW.

5. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

5.1 Contractor shall maintain and be in compliance with the agreement with the City of Redondo Beach (CRB) for services including but not limited to paramedic billing services and dispatch services.

5.2 Contractor also agrees to participate in any other revenue or reimbursement programs that become available to CRB and may include percentage reimbursement for processing.

6. FEES

Contractor shall pay the fees as set forth in the CRB agreement.

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EXHIBIT C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 9)

1. EOA BOUNDARIES MAP

The boundaries of Contractor's EOA are defined in Attachment C-1 of this EOA Specific SOW.

2. DEPLOYMENT PLAN

Contractor shall provide Emergency Ambulance Transportation Services 9-1-1 Response in accordance with Exhibit A- General SOW, this Exhibit C- EOA Specific SOW (EOA 1), and elsewhere hereunder in this Agreement.

2.1. Ambulances

2.1.1. Dedicated Ambulances

Contractor shall deploy sixteen (16) Ambulances to provide twenty-four (24) hour coverage and eight (8) additional Ambulances deployed for a period of twelve (12) hours to provide additional resources during peak-volume periods of the day. One (1) Ambulance shall be a bariatric Ambulance with motorized winch system, meeting the requirements of Exhibit A- General SOW, Sub-paragraph 5.5.1.d.

2.1.2 Backup Ambulances

Contractor shall maintain fifty-eight (58) non-exclusive back-up Ambulances.

Contractor's Ambulances above shall meet the requirements in Exhibit A- General SOW, Sub-paragraph 5.5.1.

2.2. Staffing

2.2.1. Dedicated Personnel

Contractor shall maintain, at a minimum, one hundred twenty-eight (128) dedicated EOA personnel.

Title	No. of Personnel
Ambulance Driver	64
Ambulance Attendant	64

2.2.2 Backup/Non-Exclusive Personnel

Contractor shall maintain, at a minimum, the following back-up/non-exclusive personnel including but not limited to:

Title	No. of Personnel
CEO/Company Owner	1
Ambulance Unit Supervisor	8
Dispatcher/Call Taker	21
Supervising Dispatcher	4
Mechanic	2
Fleet Maintenance Supervisor	1
Shop Assistant	4

Contractor's personnel shall meet the requirements of Exhibit A-General SOW, Sub-paragraph 5.3, as applicable.

2.3. Ambulance Station Locations

Contractor shall maintain, at a minimum, nine (9) ambulance station locations meeting the requirements of Exhibit A- General SOW, Sub-paragraph 4.5. Contractor shall submit a listing including the addresses of its fixed ambulance station locations and the number of Ambulances that will be garaged and deployed from each location, as requested by County's Project Manager or designee.

2.4. Ambulance Maintenance Location

Contractor shall maintain, at a minimum, one (1) in-house ambulance maintenance location with five (5) service bays. Contractor shall submit a listing of its ambulance maintenance locations including addresses and number of service bays, as requested by County's Project Manager or designee.

2.5. Office Locations

Contractor shall maintain, at a minimum, three (3) business offices and one (1) dispatch office meeting the requirements of Exhibit A- General Statement of Work, Sub-paragraphs 4.3 and 4.4 respectively. Contractor shall submit a listing including the addresses and phone numbers for each respective office, as requested by County's Project Manager or designee.

2.6 Backup Providers

Contractor shall maintain, at a minimum, five (5) Backup Provider agreements meeting the requirements of Exhibit A- General SOW, Sub-paragraph 3.1.3. Contractor shall submit a copy of its Back-up Provider agreements, as requested by County's Project Manager or designee.

2. 7 Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed four (4) hours on a 12-hour shift or six (6) hours on a 24-hour shift of an Ambulance Unit's shift.

3. IMPLEMENTATION PLAN

Contractor shall implement the following new resources in order to meet the requirements of its Deployment Plan above in Paragraph 2. For any resources that are identified in the Deployment Plan but not identified in the Implementation Plan in this Paragraph 3, such resources shall be deployed from existing resources. For those new resources that are not due to be implemented upon the service start date, Contractor shall be responsible for providing services with existing resources upon the service start date until the new resources can be implemented.

3.1 Ambulances

Contractor shall acquire and put into service sixteen (16) new Ford E350 Type III (or equivalent) Ambulances by May 31, 2017.

3.2 Safety Equipment/Emergency Care Equipment/Supplies

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall acquire and put into service the following new (or equivalent):

3.2.1 Twenty-four (24) Power Lift Gurney - Stryker Power-PRO XT cot

3.2.2 Sixteen (16) Power-Load System Stryker Power-LOAD cot 6390

3.3 Training

Upon the service start date, Contractor shall implement Jurisdictional Fire Department and service area familiarization training program.

3.4 Quality Control

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement a new EMS Survey Team customer survey program with ePro Tracker system.

3.5 Community Services

Within ninety (90) days of the Board's approval of this Agreement, Contractor shall develop and implement the following:

3.5.1 AED donation program

3.5.2 Car seat program

4. PLAN MODIFICATIONS

Any changes to the above Deployment Plan shall be made in accordance with Paragraph 4.0 of Exhibit A- General SOW.

5. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

5.1. Contractor shall maintain and be in compliance with the agreement with the Consolidated Fire Protection District of Los Angeles County (CFPDLAC) for services including but not limited to paramedic billing services and dispatch services.

5.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to CFPDLAC and may include percentage reimbursement for processing.

6. FEES

Contractor shall pay the fees as set forth in the CFPDLAC agreement.

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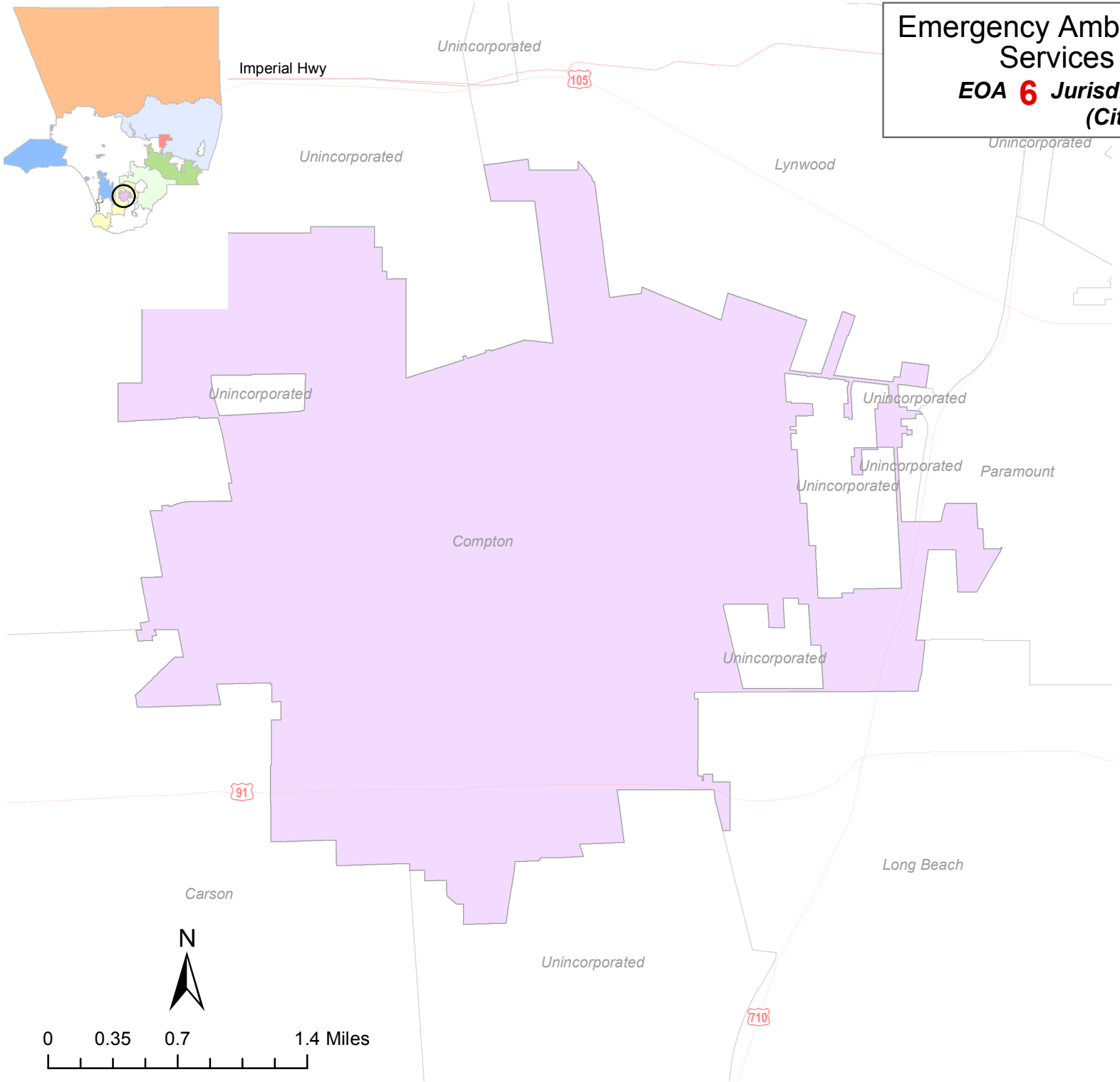
ATTACHMENT C-1

EOA BOUNDARY MAPS



Emergency Ambulance Transportation Services 9-1-1 Response

EOA 6 Jurisdictional Fire Department

(City of Compton)

Cohort: 01/01/2014 -12/31/2014

BOUNDARIES

Compton City Limit

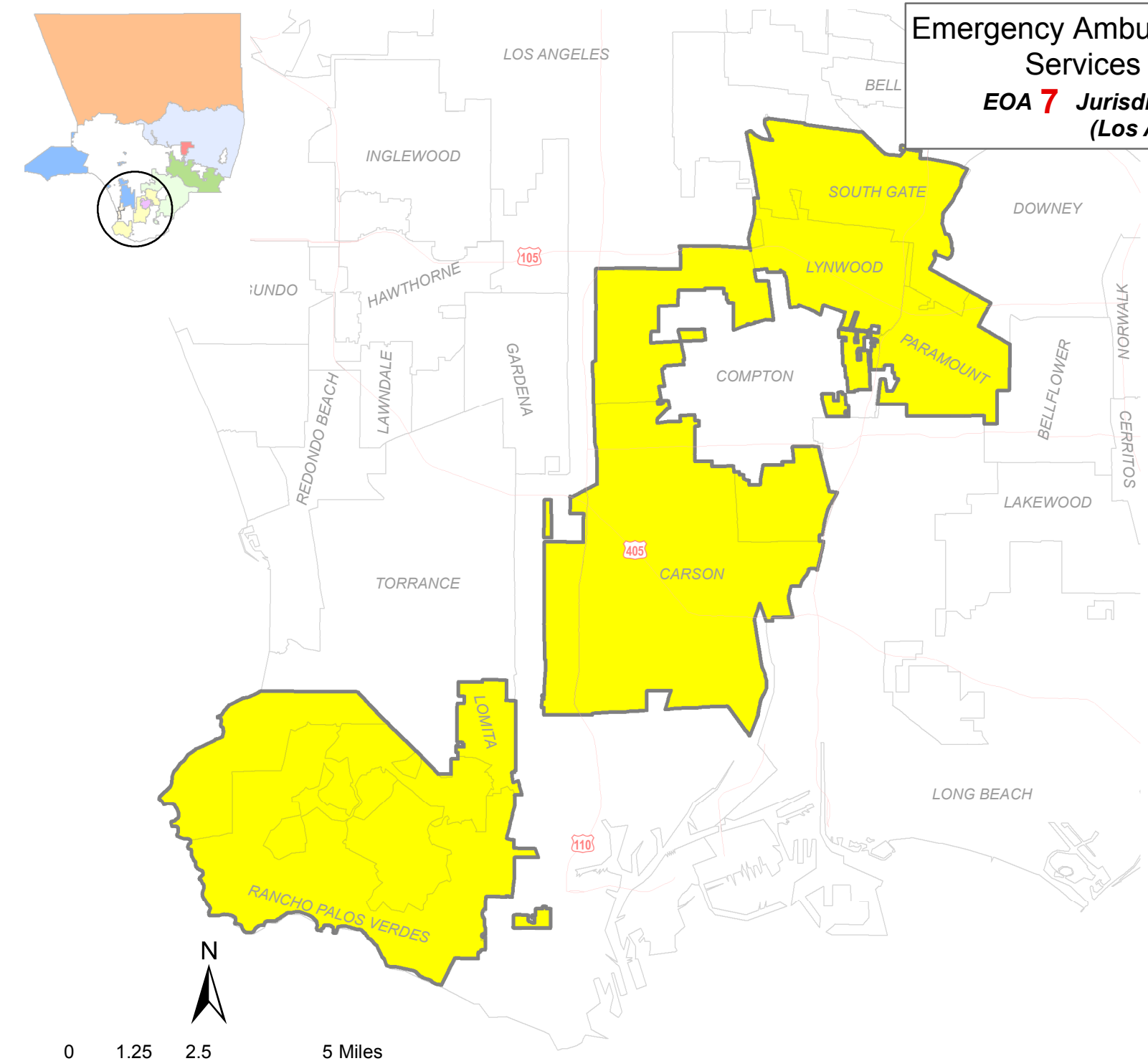
DEMOGRAPHIC DATA:

EOA 6 Demographic Data:
Population: 126,801
% Below Poverty: 19.99%
Incident: 8,313 (Rate: 6.56%)
ALS (% per inc): 2,799 (33.67%)
BLS (% per inc): 3,208 (38.59%)
Non Transport (% per inc): 2,306 (27.34%)
Estimated County Responsible Transports: 1,213

Sources:
Incident Data: Compton City Fire Department
Population and Poverty Data: -2010 Census Data

Emergency Ambulance Transportation Services 9-1-1 Response

EOA 7 Jurisdictional Fire Department (Los Angeles County)



Cohort: 01/01/2014 -12/31/2014

BOUNDARIES

Northern: Torrance City Limit, Huntington Park City Limit, Bell Garden City Limit, Bellflower City Limit

Western: Pacific Ocean, Los Angles City Limit

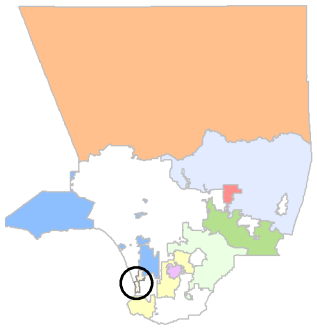
Southern: Pacific Ocean, Long Beach City Limit

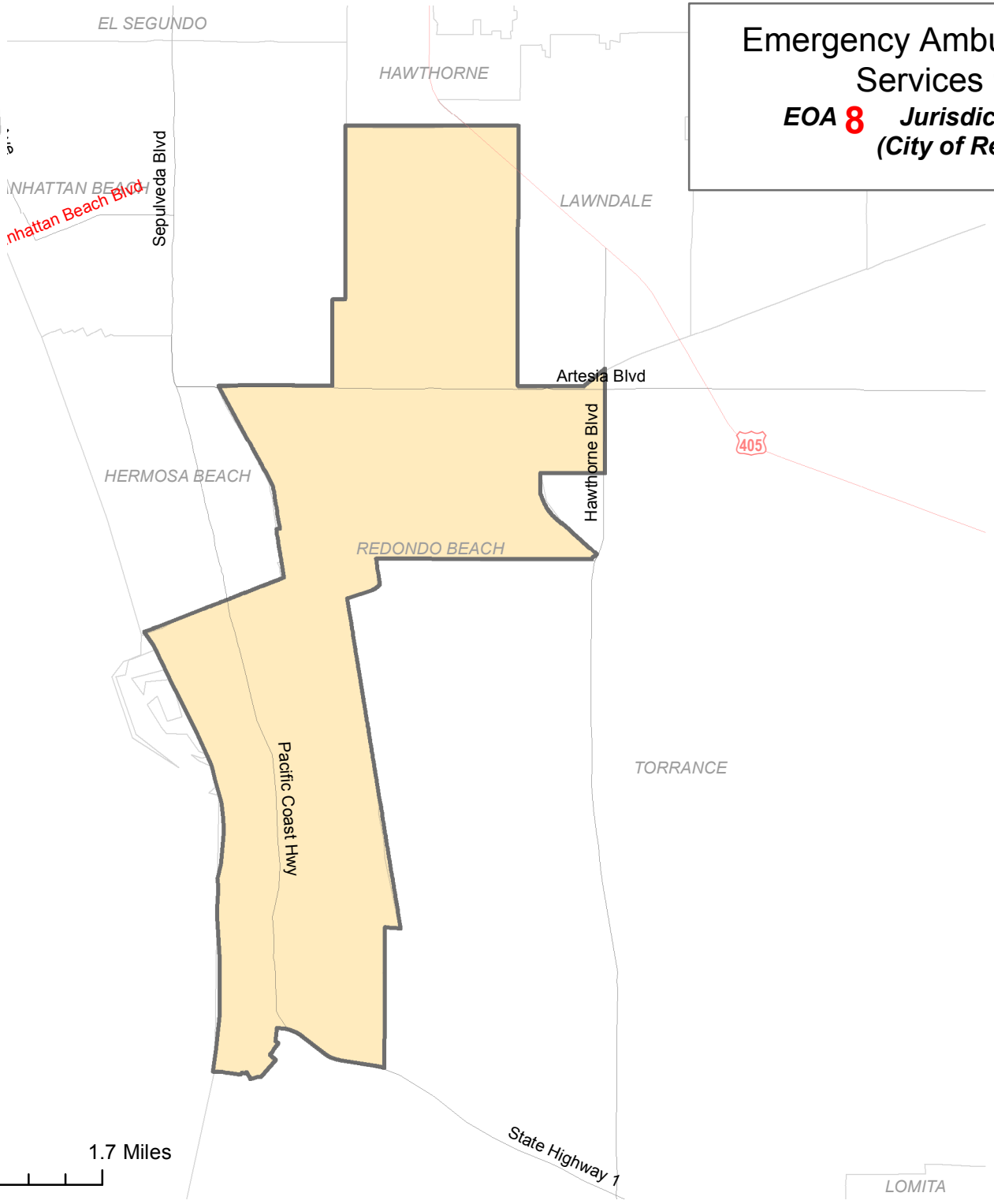
Eastern: Long Beach City Limit, Los Angeles City Limit

DEMOGRAPHIC DATA:

Population: 657,642
% Below Poverty: 16.4%
Incident: 31,219 (Rate: 4.75%)
ALS (% per inc): 12,072 (38.67%)
BLS (% per inc): 12,140 (38.89%)
Non Transport (% per inc) : 7,007 (22.44%)
Estimated County Responsible Transports: 4,955

Sources:
Incident Data: Los Angeles County Fire Department
Population and Poverty Data: -2010 Census Data





Emergency Ambulance Transportation Services 9-1-1 Response

EOA 8 Jurisdictional Fire Department (City of Redondo Beach)

Cohort: 01/01/2014 -12/31/2014

BOUNDARIES:

*Northern: Hawthorne city Limit

*Western: Mantattan Beach City Limit
Hermosa Beach City Limit
Pacific Ocean

*Southern: Torrance City Limit

*Eastern: Lawndale City Limit
Torrance City Limit

DEMOGRAPHIC DATA:

Population: 56,150
% Below Poverty: 5.09%
Incidents: 4,278 (Rate: 7.62%)
ALS (% per inc): 2,008 (46.94%)
BLS (% per inc): 1,097 (25.64%)
Non Transport (% per inc): 1,173 (27.42%)
Estimated County Responsible Transports: 347

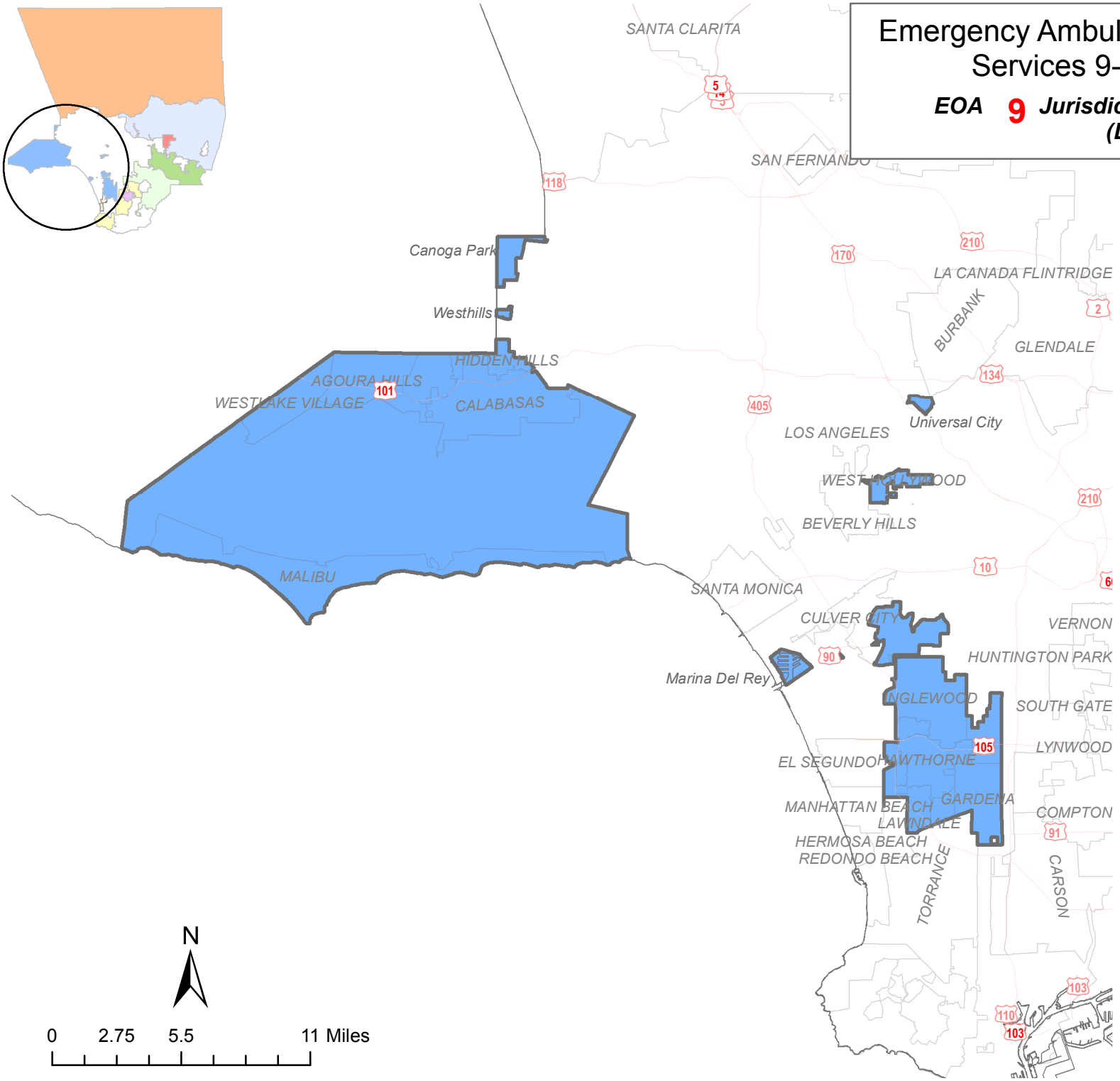
Sources:
*Incident Data:
Redondo Beach Fire Dept.
*Population and Poverty Data:
-2010 Census Data

File: EOA8_021115

Emergency Ambulance Transportation Services 9-1-1 Response

EOA 9 Jurisdictional Fire Department (Los Angeles County)

Cohort: 01/01/2014 -12/31/2014



BOUNDARIES

*Northern: Ventura County Border

*Western: Pacific Ocean,
Los Angeles City Limit,
El Segundo City Limit,
Manhattan Beach City Limit

*Eastern: Los Angeles City

*Southern: Torrance City Limit and
Redondo Beach City Limit

DEMOGRAPHIC DATA

Population: 559,296
% Below Poverty: 13.54%
Incidents: 43,801 (Rate: 7.83%)
ALS (% per inc): 14,651 (33.45%)
BLS (% per inc): 18,158 (41.46%)
Non Transport (% per inc):
10,992 (25.10%)
Estimated County Responsible
Transports: 7,659

Sources:
*Incident Data: Los Angeles
County Fire Dept
*Population and Poverty Data:
-2010 Census Data

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐	No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐	No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐	No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐	No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Cathy Chidester
Title: Director
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs CA 90607
Telephone: (562) 247-1500 Facsimile: (562) 941-5835
E-Mail Address: cchidester@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: John Telmos
Title: Senior EMS Program Head
Address: 10100 Pioneer Boulevard, Suite 200
Santa Fe Springs,CA 90670
Telephone: (562) 347-1677 Facsimile: (562) 906-4343
E-Mail Address: jtelmos@dhs.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Christopher Rossetti
Title: EMS Program Head
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1688 Facsimile: (562) 941-5835
E-Mail Address: *crossetti@dhs.lacounty.gov*

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

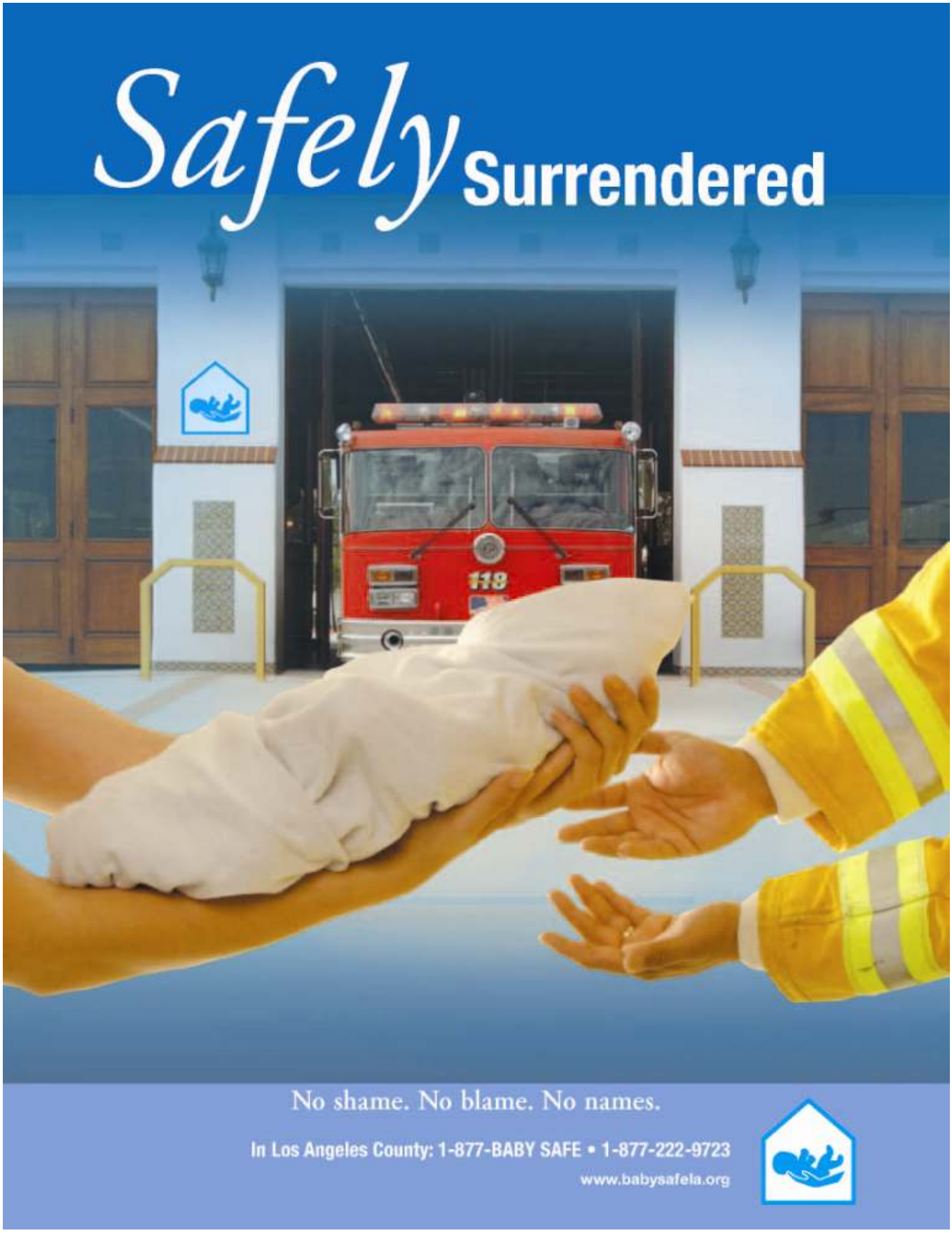
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

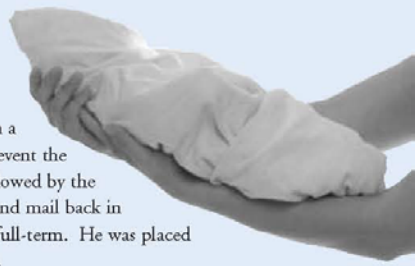
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

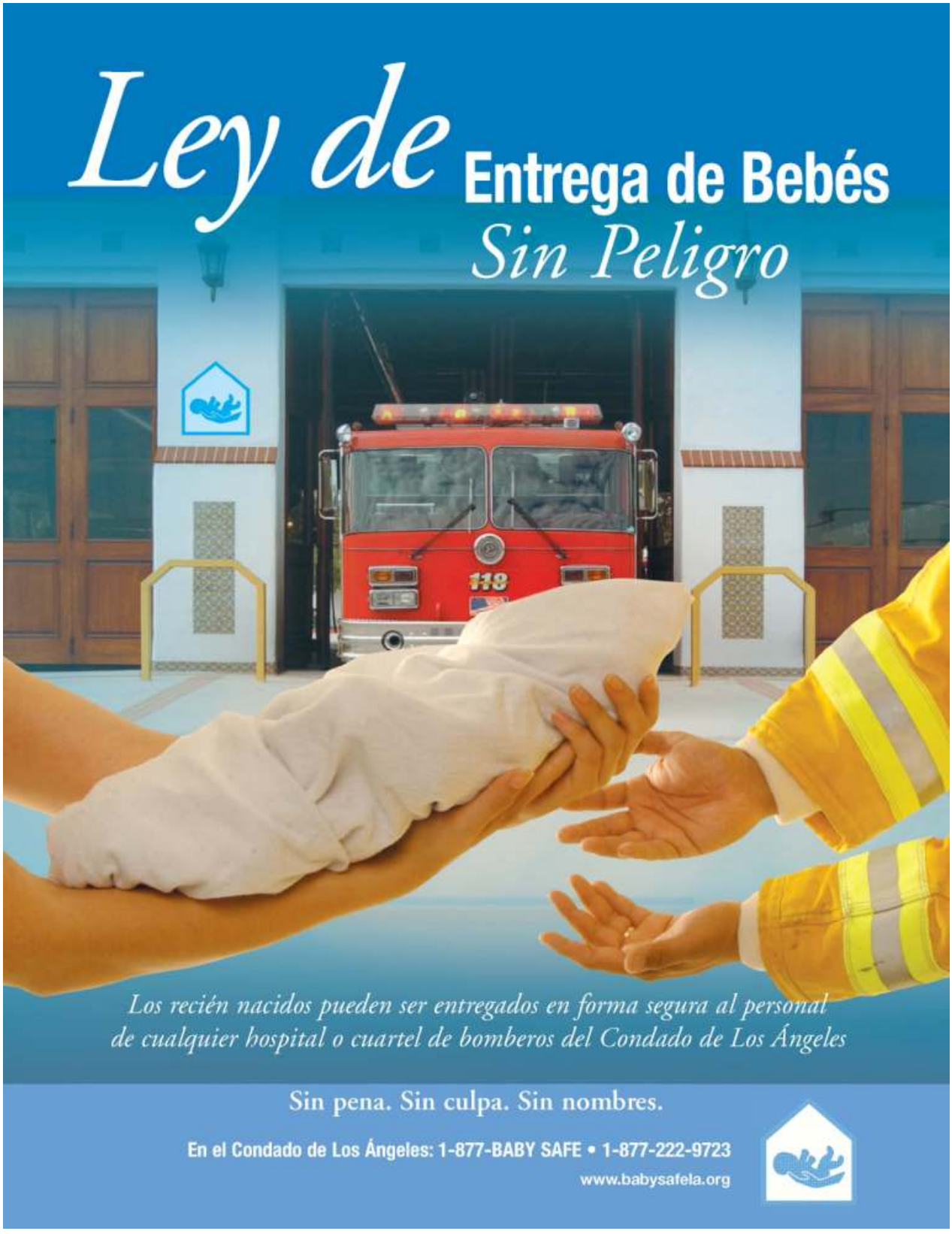
Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	**State:**	**Zip Code:**
Telephone Number: - -		

CONTRACTOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Sub-paragraph 8.61 - Compliance with County's Zero Tolerance Human Trafficking Policy of the Agreement and agrees that Contractor or a member of Contractor's staff performing work under the Agreement will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in cancellation of the Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	**Title:**
Signature:	**Date:** - -

EXHIBIT III

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

AND

(CONTRACTOR)

FOR

VARIOUS SERVICES

SAMPLE AGREEMENT PROVISIONS
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EXHIBIT H – Jury Service Ordinance
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AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
(CONTRACTOR)
FOR
VARIOUS SERVICES

This Agreement (Agreement) and all Exhibits made and entered into this ___ day of _____, 201__ by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as "District" and (Contractor), hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Contractor is a private firm specializing in providing ambulance transport services; and

WHEREAS, Contractor has entered into an agreement with the County of Los Angeles (hereinafter "County"), to provide Emergency Ambulance Transportation Services in one or more County Exclusive Operating Areas (EOA) ("Ambulance Agreement"), and

WHEREAS, District provides paramedic personnel to perform Advanced Life Support ("ALS") Services ("ALS Services") and firefighting emergency medical technician personnel to perform Basic Life Support ("BLS") Services ("BLS Services") to patients who may also receive ambulance transportation services from Contractor, and

WHEREAS, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), has issued regulations allowing BLS ambulance providers to bill for ALS Services rendered by a separate entity as long as a written billing agreement exists between the parties, and

WHEREAS, under the terms of the Request for Proposal (RFP) issued by the County of Los Angeles Department of Health Services (DHS) for the provision of Emergency Ambulance Transportation, each ambulance contractor awarded an Exclusive Operating Area (EOA) under the RFP which is serviced by District is required to enter into an agreement with District to participate in programs to: 1) reimburse District for basic life support (BLS) supplies (BLS Supplies Fee); 2) reimburse District for dispatch

services (Dispatch Services Fee); and 3) bill and pass through advanced life support (ALS) services revenues to District (ALS Pass-Through Program), hereinafter these three programs will be referred to collectively as “Various District Programs”; and

WHEREAS, as stipulated in the Ambulance Request for Proposal (RFP) issued by Los Angeles County and as stipulated in the County’s Ambulance Agreement, which the Contractor has entered into, Contractor is required to and has decided to, enter into this Agreement to participate in the Various District Programs; and

WHEREAS, the County and the District have determined that it is in the best interests of the public to permit the Contractor to bill for ALS Services rendered by District paramedics, subject to appropriate reimbursement to the District; and

WHEREAS, the District has determined that it is legal and feasible to enter into this Agreement with Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

EXHIBIT A – Basic Life Support (BLS) Supplies Fee
EXHIBIT B – Dispatching Services Fee
EXHIBIT C – Description of Audit Documentation
EXHIBIT D – Contact Personnel
EXHIBIT E – Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT F – Contractor Non-Employee Acknowledgement and Confidentially Agreement

EXHIBIT G – Contractor's EEO Certification
EXHIBIT H – Jury Service Ordinance
EXHIBIT I – Safely Surrendered Baby Law

No change to this Agreement shall be valid unless prepared pursuant to Paragraph 7.1- Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract or Agreement:** This Agreement executed between District and Contractor. It sets forth the terms and conditions pertaining to the Various District Programs.

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Agreement with District to reimburse District for BLS supplies and dispatching services, and provide District with ALS billing and pass through services as provided herein.

2.3 **Contractor Project Manager:** Person designated by Contractor to administer the Agreement operations.

2.4 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Agreement that cannot be resolved by District's Project Manager.

2.5 **District Project Manager:** Person designated by District's Project Director to manage the operations under this Agreement. Person with responsibility to oversee the day-to-day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **Day(s):** Calendar day(s) unless otherwise specified.

2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 TERM OF CONTRACT

This Agreement shall commence on _____, the "Commencement Date", and end upon the termination of the County Emergency Ambulance Transportation Services Agreement or any Agreement extensions issued and approved by the County. Notwithstanding the foregoing, this Agreement may be terminated by District without cause upon six (6) months advance written notice.

4.0 STATEMENT OF WORK. This Agreement authorizes three distinct cost recovery programs for District: 1) Basic Life Support Supplies Fee, 2) Dispatch Services Fee, and 3) Advanced Life Support Billing and Pass Through Program. Each of these three programs is a separate and distinct program, and the participation in each program by Contractor is mandatory as defined herein.

4.1 <u>BLS Supplies Fee Program</u>.

4.1.1 District will provide supplies needed by District's staff in accordance with District's established criteria and procedures to provide BLS services (BLS supplies). Contractor will pay District a BLS Supplies Fee to reimburse District for the cost of providing BLS supplies at the scene of emergency medical services (EMS) incidents (BLS Supplies Fee).

4.1.2 The BLS Supplies Fee is charged in addition to the fees charged for the provision of dispatch services and ALS services, which are defined in Paragraphs 4.2 and 4.3 herein.

4.1.3 This BLS Supplies Fee is not part of the ALS Billing and Pass-Through Program provided for in this Agreement and as described in Paragraph 4.3 hereinbelow, and is not to be accounted for as part of any reconciliation audit performed as part of that Program.

4.1.4 The BLS Supplies Fee will be charged to Contractor for every patient transported where District staff also responded.

4.1.5 The BLS Supplies Fee will be initially set at $2.50 per patient transported and will be increased as necessary, but no more than once per fiscal year, to recover District's cost of providing BLS supplies.

A. District will provide at least a ninety (90) day notice to Contractor of the change in the BLS Supplies Fee amount.

B. A copy of the District's analysis used to identify the appropriate fee amount will be provided to Contractor within thirty (30) days of the date of Contractor's written request. The District's calculation for the initial $2.50 BLS Supplies Fee is attached as EXHIBIT A.

4.1.6 Payment Terms and Conditions.

A. Contractor will be invoiced on a monthly basis by District on or about the 15th of the following month in which the transports were provided by Contractor. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to the District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.

B. In the event there is a discrepancy in the number of patients transported, each party has sixty (60) days following the date of Contractor's payment to request a reanalysis of the transport statistics. Any adjustment District makes as a result of the reanalysis will be made as a one-line adjustment on the next monthly invoice provided to Contractor by District.

C. Contractor's failure to make payment within thirty (30) days of the date of District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest at the prevailing prime lending rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall

commence the first day following the Late Notice payment due date and end the date of receipt of full payment by District. District may also refer the invoice to the County's Treasurer and Tax Collector for collections, or to a third-party collection agency, or seek any other remedies available at law or equity.

4.2 <u>Dispatch Services Fee Program</u>.

4.2.1 The Dispatch Services Fee will reimburse District for the cost of providing Dispatch Services to Contractor for EMS incidents.

A. The Dispatch Services Fee is charged in addition to the fees charged for the provision of BLS Supplies and ALS Billing and Pass-Through services which are defined in Paragraphs 4.1 and 4.3 herein.

B. This Dispatch Services Fee is not part of the ALS Billing and Pass-Through Program provided for in this Agreement and as described in Paragraph 4.3 hereinbelow, and is not to be accounted for as part of any reconciliation audit performed as part of that Program.

C. This Dispatch Services Fee is under "fair market value" with the difference between what is being charged and fair market value being utilized as a component of the in-kind service provided to Contractor by the County to offset the costs associated with transporting County Responsible Patients (as defined in the Ambulance Agreement).

4.2.2 The Dispatch Services Fee will be charged to Contractor for every ambulance unit dispatched to an EMS incident by District, regardless of whether any transport is subsequently provided.

A. For the purposes of this Agreement, EMS incidents include medical aids, traffic accidents, injuries, or any other incident types where the response could reasonably lead to a patient transport.

B. The Dispatch Services Fee will not be charged to Contractor for any ambulance dispatched to the scene of a fire for standby services ("standby" meaning any ambulance that was dispatched for the sole purpose of being on hand and ready to respond to a potential firefighter emergency).

4.2.3 The Dispatch Services Fee will be initially set at $14.50 for each Contractor ambulance unit dispatched to an EMS incident by District, and such fee will be increased triennially to recover the cost of providing dispatch services as follows:

A. District's calculation for the initial $14.50 Dispatch Services Fee is described in EXHIBIT B - DISPATCH SERVICES FEE.

B. Each third County fiscal year, District will perform an analysis of total expenditures for the District's Command and Control Division in order to determine the increase in the per unit Dispatch Services Fee to be charged as part of this Agreement in accordance with the calculation described in EXHIBIT B. Such increased fee will be applicable for the next three County fiscal years.

a. For example, the initial Dispatch Services Fee set at $14.50 will be in effect from the date of this Agreement to June 30, 2019. In County fiscal year 2018-19, District will analyze and update the calculation that will be effective for County fiscal years 2019-20, 2020-21 and 2021-22. In County fiscal year 2021-22, District will analyze and update the calculation that will be effective for County fiscal years 2022-23, 2023-24 and 2024-25, and so on.

C. Contractor acknowledges that District will be replacing its Computer Aided Dispatch (CAD) system within the life of this Agreement. The cost of replacing CAD will become part of the calculation described in EXHIBIT B to recover the cost of providing dispatch services to Contractor; however, District will limit the Dispatch Services Fee increases associated with the CAD system replacement to 20 percent of the Dispatch

Services Fee as updated every three County fiscal years so as to phase in the impact of the CAD system replacement. For example, if the District's analysis and calculation indicates the Dispatch Services Fee would be $15.00 for the new three-year period, the impact to the calculation for adding CAD costs could not exceed $3.00, for a maximum updated Dispatch Services Fee of $18.00.

D. District will provide at least a 90-day written notice to Contractor of any identified increases and the effective date of such increase in the Dispatch Services Fee charged to Contractor pursuant to this Agreement.

E. A copy of the District's analysis of expenditures and dispatch numbers will be provided to Contractor within thirty (30) days of the date of Contractor's written request

4.2.4 Payment Terms and Conditions.

A. Contractor will be invoiced on a monthly basis by District on or about the 15th of the following month in which services were provided to the Contractor. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to the District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.

B. In the event there is a discrepancy in the number of Contractor ambulance units dispatched, each party has sixty (60) days following the date of Contractor's payment to request a reanalysis of the appropriate statistics. Any adjustment District makes as a result of the reanalysis will be made as a one-line adjustment on the next monthly invoice provided to Contractor by District.

C. Contractor's failure to make payment within thirty (30) days of the date of District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest

at the prevailing prime lending rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall commence the first day following the Late Notice payment due date and end the date of receipt of full payment by District. District may also refer the invoice to the County's Treasurer and Tax Collector for collections, or to a third-party collection agency, or seek any other remedies available at law or equity.

4.3 <u>ALS Billing and Pass Through Services Program</u>.

4.3.1 District will dispatch a paramedic(s) in accordance with District's established criteria and procedures to provide ALS Services. ALS Service is defined as a District paramedic accompanying the patient(s) in Contractor's ambulance to an approved destination, as identified by CMS or other applicable regulatory agency, and providing the appropriate level of medical care to the patient(s). The determination as to when a paramedic will accompany the patient(s) will be made by the District paramedic at his/her discretion in accordance with County Medical Necessity Guidelines (as hereinafter defined). For purposes of this Agreement, ALS Services provided by District include all medically necessary ALS1-E services and ALS2 services as defined in current Medicare regulations in which a District paramedic accompanies the patient to an approved destination, as identified by CMS or other applicable regulatory agency. District paramedics shall follow reasonable medical necessity guidelines established by the County's Department of Health Services Emergency Medical Services (EMS) Agency, as well as reasonable District policy ("Patient Care Expectations") in determining whether to accompany such patient during transport.

4.3.2 <u>Other District Fees</u>.

A. District, at their sole discretion and with thirty (30) days' advance written notice, reserves the right to begin including in this Agreement those transports performed by Contractor without the accompaniment of a District paramedic where a

medically necessary ALS assessment, as defined in current Medicare regulations, was performed on the patient by a District paramedic before they were transported. Contractor shall bill all such transports at the appropriate ALS level in accordance with current Medicare regulations and provide reimbursement to District for the ALS differential received, just as is done with transports where a District paramedic accompanies the patient. The billing, collection and payment provisions as provided in this Paragraph 4.3 for ALS Billing and Pass-Through Services shall apply to these types of District paramedic assessment only transports.

B. District may choose to charge a first response fee (FRF) to recover costs associated with ALS and BLS non-transport services. District will provide Contractor with advanced notice of such decision. Contractor is expected to bill the FRF on the same bill as for the Transport charges, whenever allowed. In the event the co-billing of the transport and FRF is not allowed by the payor, Contractor will issue a separate bill for the FRF to the patient. Contractor is expected to perform all normally acceptable collections activity and follow-up on the FRF charges. The Administrative fee for billing and collecting any FRF will be the same as for all other fees outlined in this agreement. The billing, collection and payment provisions as provided in this Paragraph 4.3 shall apply, as determined to be applicable by the District.

4.3.3 District paramedics shall document all ALS Services in a manner consistent with the standards established and agreed to by both District and Contractor. District paramedics shall complete, to the maximum extent possible, the appropriate data elements on the Los Angeles County Fire Department Emergency Medical Services Report Form (EMS Report), including patient name, patient medical condition and description of services provided, incident location, code for receiving facility to which the patient is delivered, and date of service. In addition, to assist Contractor in obtaining payment for health care services rendered to a patient, District paramedics shall cooperate in allowing Contractor to obtain patient address, patient

phone number, patient date of birth, and insurance information, if any.

4.3.4 District Electronic Patient Care Report (EPCR) System.

A. District anticipates implementing an EPCR system by July 2015. Contractor will be responsible for the full compatibility and seamless transmission of electronic data between District's EPCR system and any current or proposed EPCR system that Contractor currently utilizes or will utilize in the future. Contractor must consult with District to ensure EPCR compatibility prior to the County/Private Provider EOA agreement commencement date and must demonstrate full functionality of the Contractor's designed plan prior to the commencement date.

B. Contractor's existing and any future EPCR system must have the following capabilities including but not limited to: compliant with the District EPCR data dictionary requirements (e.g., NEMSIS 2.2.1/3.0); the ability to retrieve and print patient information from the District's EPCR system; the ability to submit patient record updates during transport to a receiving facility; the ability to reconcile any patient record change with the District's patient record information; and provide a redundancy plan for patient record information during EPCR system loss of coverage or down time.

C. Contractor will be responsible for providing a designated contact person who will act as the Contractor's liaison to District and its EPCR vendor for all matters or issues regarding the EPCR system and compatibility. Contractor agrees to cooperate in good faith with District and its EPCR vendor for any future development, pilot projects, system support, and upgrades to the District's EPCR system.

4.3.5 Billing and Collection by Contractor.

A. To the extent permitted by applicable law, Contractor shall bill all responsible parties and/or their third-party payors, including

but not limited to insurance companies, HMOs, Medicare and employee group health plans, for all ALS Services provided by District to patients receiving transport services from Contractor. The difference between the rate used by Contractor to bill an ALS level and the rate it uses to bill a BLS level shall be no less than the difference in County Codes Section 7.16.340, or such other amount as District shall specify in writing. Contractor shall make its best efforts to determine the existence of third-party coverage for such ALS Services. To the extent permitted by payor, Contractor shall bill ALS Services on the same claim as it bills BLS services using the Contractor's provider number. Contractor will bill for such services within the time periods established by the third-party payor. For cases where the responsible party is not a third-party payor, Contractor must issue their initial bill no later than forty-five (45) days from the date of service. Contractor shall comply with all payor requirements for claim submission and provide such support and documentation as is required for claims adjudication.

B. To the extent allowed by the County EMS Agency or the General Public Ambulance Rates, Contractor shall bill the Medi-Cal program for all appropriate charges associated with the provision of ALS Services, including, but not limited to, Extra Attendant and Electrocardiogram (ECG). The cost of medications and ALS supplies need not be billed unless written direction is received from the District's Project Manager requesting such charges be billed and appropriate documentation required by the Medi-Cal program is provided.

C. Contractor shall make best efforts to collect the maximum amount possible for all billed ALS Services, consistent with applicable law. District acknowledges that Contractor requires the District's patient care documentation in order to obtain payment for health care services rendered to patient, and District agrees to furnish Contractor its patient care report and any other documentation in its possession necessary for Contractor to bill patient/responsible party within five (5) business days of the date of service. District further agrees to

cooperate with Contractor, including participating in appeals or hearings, to maximize receipt of payment for ALS Services.

D. Contractor is expected to charge the amounts listed on the General Public Ambulance Rates published by the County as of the effective date of such rates. In the event Contractor decides to charge less than the General Public Ambulance Rates or delays implementation of such rates, the purposes of this Agreement and the audit, the General Public Ambulance Rates and their effective date will be utilized by the District and the Auditor (as defined in sub-paragraph 4.3.7 below) as the Contractor's charges for the purpose of determining the appropriate ALS differential due to District from Contractor.

4.3.6 Payment.

A. General Terms. Contractor shall pay District as final reimbursement for all ALS Services provided to patients receiving transport from Contractor, the full amount collected by Contractor for such services, as determined pursuant to the audit provided for in this Paragraph 4.3, less the Contractor Service Fee provided in subparagraph 4.3.14 below. The parties represent and warrant that actual collections and the Contractor's Service Fee represent fair market value for the services provided by each party.

B. Interim Payment. On an interim basis, until final collections have been determined pursuant to subparagraph 4.3.8 – Conduct of the Audit, Contractor shall pay to District, the District's ALS Billing Rate for each ALS Service provided to an individual receiving transport services from Contractor. For the period beginning with the Commencement Date and ending on the completion of the first audit provided for in subparagraph 4.3.7 below, the ALS Billing Rate shall be an all-inclusive charge of $100.00. After the completion of each audit, the ALS Billing Rate shall be adjusted as provided by subparagraph 4.3.12 – Audited ALS Rate Adjustment below. The Contractor shall pay such interim rate regardless of the amount the

Contractor receives or expects to receive for a particular transport.

4.3.7 Audit of ALS Revenues. Audits will be performed to determine both the final amount of payment due to the District for the months under audit and an appropriate interim rate for future services. Such audits will be initiated twenty-four (24) months after the execution of this Agreement, and every twenty-four (24) months thereafter until the termination of this Agreement. The final audit will occur twelve (12) months after the termination date of this Agreement, and will cover all previously unaudited periods. Separate audits will be conducted for each EOA (1, 2, 3, 4, 5, or 6) by a nationally recognized firm with experience and expertise in ambulance billing and collection practices ("Auditor"). The District will select Auditor at its sole discretion based upon references and recommendations obtained by independent ambulance billing and collection companies. The obligations set forth in this subparagraph 4.3.7, and in subparagraphs 4.3.8 through 4.3.11 below shall survive the termination/expiration of this Agreement.

4.3.8 Conduct of the Audit.

A. The purpose of the audit shall be to determine the amount actually collected by Contractor for ALS Services, based on the difference between what Contractor received for transports in which ALS Services were performed and what it would have received for the same transports without ALS Services. The audit shall take into account Recoupments and Late Payments, as defined in subparagraph C. – Recoupments and Late Payments below. The specific methodology to be used by the Auditor shall be set forth in a proposed work plan, to be reviewed and approved by the District ("Work Plan"), that shall be circulated to the Contractor and other ambulance contractors at least thirty (30) days prior to the initiation of the audit. Contractor may submit written comments or objections to the proposed Work Plan within fifteen (15) days of receipt of the proposed Work Plan, which the District shall consider in good faith. In the event Contractor's objections to the Work Plan are not resolved, District may proceed with the conduct of

the audit according to the Work Plan satisfactory to District. Contractor may challenge the results of the audit and/or the methodology used therein upon completion of the audit as specified in subparagraph 4.3.9 – Sharing Audit Results below.

B. At the initiation of the first audit, Contractor shall provide the Auditor with information indicating the total amount collected by Contractor for ALS Services provided during the first twenty-four (24) months of this Agreement and with documentation supporting that number, and will make available the information described in EXHIBIT C, "ALS/Audit Review," which is incorporated herein by reference. For subsequent audits, the Contractor will supply the total amount collected for ALS Services provided during the twenty-four (24) months occurring after the last audited period as well as supporting documentation and the information discussed in EXHIBIT C. The Auditor will use standard auditing and accounting practices/procedures to determine the actual amounts collected by Contractor for all ALS Services provided by District. At the conclusion of the audit, the Auditor will determine the amount of total collections related to ALS Services provided during the audit period and will also calculate an average audited amount collected per ALS Service, based on its findings.

C. Recoupments and Late Payments. The parties acknowledge that Medicare and other third-party payors may reimburse Contractor for ALS Services and then require repayment of (or recoup) such amounts, either during the audit period when such payments were originally made or subsequently ("Recoupments"). The parties further acknowledge that Medicare and other third-party payors may initially make partial payments to Contractor for ALS Services during one audit period, and may then make additional payments for such ALS Services subsequently ("Late Payments"). It is the intent of the parties that the audit methodology takes into account, in a fair and equitable manner, Recoupments and Late Payments. In the event any material Recoupments or material Late Payments occur after the date covered by the final audit, the Auditor shall provide for a subsequent audit or reconciliation to

assure that (i) in the case of any such Recoupment, District makes an appropriate refund to Contractor, and (ii) in the event of any such Late Payments, Contractor makes an appropriate payment to District.

D. ALS Audit General Guidelines. The audit will determine the new rate per transport based on the following payor mix categories: Commercial Insurance, Self-Pay, Medicare, and Medi-Cal. For each category of payor, the average collection rate for the ALS base rate will be applied to the BLS base rate for the purposes of determining the dollar differential between an ALS base rate and a BLS base rate.

a. Commercial Insurance

1) Claims will be reviewed for base rate payment on ALS claims only (ALS1-E or ALS2 HCPCS).

2) The differential between the approved ALS base rate and the approved BLS base rate will be considered in the calculation, along with the average collection rate and the weighted average of commercial insurance payments to the total payments.

3) The collection rate is based on the ALS base rate only. Add-ons (e.g., mileage, supplies, medication, waiting time or unlisted ambulance services) will be excluded from the charge or collection calculation. Denials of these charges will also be excluded from the calculation.

4) Contractor is required to provide documentation to the Auditor of the reason for any commercial insurance claim where payment of less than 95% was received (e.g., co-pay not billed or paid, contractual write-off, statutory limitation, etc.).

5) Co-pays will be considered as pro-rated payments at the same percentage as individual charges. If there is a denial received for any of the additional charges, then the co-pay received will be applied to the original charges, minus those which were denied.

b. Self-Pay

1) Claims will be reviewed for base rate payments on ALS claims only (ALS1-E or ALS2 HCPCS).

2) The differential between the approved ALS base rate and the approved BLS base rate will be considered in the calculation, along with the average collection rate and the weighted average of self-pay payments to the total payments.

3) Co-pays will be considered as pro-rated payments at the same percentage as individual charges. If there is a denial received for any of the additional charges, then the co-pay received will be applied to the original charges, minus those which were denied.

c. Medicare and Federal Health Programs

1) Claims will be reviewed for base rate payments on ALS claims only (ALS1-E or ALS2 HCPCS).

2) No additional charges or reimbursement will be considered in the calculation.

3) The average collection rate will be applied to the known dollar differential between the Medicare approved ALS1-E and ALS2 base rate and the Medicare approved BLS-Emergency base rate for the Los Angeles area, as well as the weighted

average of Medicare payments to the total payments.

d. Medi-Cal

1) The Auditor will determine the percentage of Medi-Cal claims where the additional charges were made and then review a statistically valid sample of those claims in order to determine the collection rate for those additional charges.

2) Medi-Cal itemizes payment data, therefore, only payments associated with these additional charges will be considered in the collection rate.

3) The charge will be established using the maximum Medi-Cal allowed amount and not the amount billed by the ambulance company.

e. Payor Assumptions

1) Claims paid by Workers' Compensation carriers and Automobile Insurance companies will be considered Commercial Insurance claims.

2) Claims paid by known Medi-Cal HMO or similar carriers will be considered Medi-Cal claims; and claims with payment amounts determined to mirror Medi-Cal reimbursement will be considered Medi-Cal claims, regardless of the carrier status.

3) Claims paid by Medicare Advantage or similar HMO carriers and claims determined to mirror Medicare reimbursement will be considered Medicare, regardless of the carrier status (this includes payments from federal health plans which are authorized to have implemented the Medicare Ambulance Fee Schedule reimbursement rates). At the District's discretion, claims paid as "Rural,"

"Super-Rural" or other bonus rate may be accounted for as a subsector of Medicare claims and be calculated at a different differential than other "regular" Medicare claims.

4.3.9 Sharing Audit Results. Once each audit has been completed (including any audit or reconciliation performed pursuant to subparagraph 4.3.8 – Conduct of the Audit above, the Auditor's review will be shared with the Contractor and the District. Any question(s) or concern(s) Contractor or District may have with the audit will be discussed among the Auditor, District, and Contractor. In the event that such discussions do not resolve Contractor's or District's disagreement with the Auditor's findings or the methodology used in the audit, Contractor or District may request arbitration of its dispute in accordance with Paragraph 8.7 - Arbitration below.

4.3.10 Under/Over-Payment Determination. The difference between the final amount of collections determined by the Auditor for a particular period and the amount paid by Contractor on an interim basis will be calculated. If the amount paid by Contractor on an interim basis is higher than the amount of collections determined by the Auditor, then the differences shall be treated as an overpayment by the Contractor. If the amount of collections determined by the Auditor is higher than the amount paid by the Contractor on an interim basis, the difference is an underpayment by the Contractor. The amount of any such overpayment or underpayment shall take into account the Service Fee previously paid to, or payable to, the Contractor on such difference pursuant to subparagraph 4.3.14 – Contractor Service Fee.

4.3.11 Remittance of Under/Over-Payments.

A. Underpayments. If an underpayment is determined, District will issue an invoice to Contractor for the total amount due within thirty (30) days of determination of the underpayment. Payment by Contractor will be made in accordance with the payment terms and conditions set forth in this Agreement.

B. Overpayments. If an overpayment is determined, District will pay Contractor the total amount due within forty-five (45) days of the completion of the audit.

4.3.12 Audited ALS Rate Adjustment. Upon the completion of each audit, the ALS Billing Rate shall be adjusted to equal the average amount collected per ALS Service as determined in such audit. The ALS Billing Rate shall be adjusted regardless of any pending dispute over the audit findings; provided, however, that any such adjustment shall be modified to conform to the results of any arbitration decision which results in modification of such audit results.

4.3.13 District Records. District shall cooperate with and provide Contractor with all records and documents required by Third Party Payors in order to secure payment for ALS Services. Without limiting the generality of the foregoing, at the conclusion of each ALS Service, or as soon thereafter as possible (and, in all cases within five business days thereafter), District shall forward to Contractor a copy of the County EMS Report with the information specified in subparagraph 4.3.3 above, and any other information Contractor may reasonably request to facilitate and support securing such payment. Contractor shall forward such copy of the EMS Report to the County EMS Agency within thirty (30) days of receipt of same. District shall cooperate in the preparation and presentation of claims, appeals and supporting documentation as required by Third Party Payors.

4.3.14 Contractor Service Fee (8%). Contractor is entitled to receive a service fee of 8% of the Gross ALS Billing Amounts (as determined pursuant to subparagraph 4.3.15 – Billing by District below) from District as payment for billing and collection services, and providing reports to the District and the Auditor. The District will calculate the Contractor's Service Fee by multiplying 8% by the total Gross ALS Billing Amount on each invoice. This calculated dollar amount will be credited to Contractor by including a line item denominated as "Service Fee." This 8% Service Fee will be applicable to any other additional billing services the Contractor performs, pursuant to sub-

paragraph 4.3.2 of this Agreement, on the District's behalf in the future.

4.3.15 Billing By District.

A. District shall determine the total number of ALS Services provided by District for each billing period. The District's EMS Director or his designated representative, each month, will query the District's EMS Data System and determine how many ALS Services were provided by District that met the District's Patient Care Expectations. This information (EMS Billing Report) will be provided to the District's Financial Management Division (FMD) by the tenth (10^{th}) day of the second month following the transport date (e.g., July 10 for the month of May transports).

B. District will calculate the amount owed by Contractor on an interim basis by multiplying the total number of ALS Services determined pursuant to subparagraph A above for ALS Services, by the ALS Billing Rate applicable to that month. For purposes of this Agreement, this calculated dollar amount will be known as the "ALS Billing Amount."

C. District, by the fifteenth (15^{th}) of each month, will prepare and deliver an invoice for the ALS Billing Amount to Contractor for ALS Services provided by District three months in arrears (e.g., December 15^{th} invoice will be for transports in the month of September).

D. Contractor is responsible for comparing the invoice with the total number of ALS Services provided by District each month to their own records. In the event the Contractor's records identify that a greater or lesser number of transports were billed at the ALS level than were reported by District, Contractor must provide written notice (per EXHIBIT D - Contact Personnel) of the overage or underage within thirty (30) calendar days of receipt of the invoice.

4.3.16 Payment Terms and Conditions. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.

4.3.17 Delinquent Payments. Contractor's failure to make payment within thirty (30) days of the date of the District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest at the prevailing prime loan rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall commence the first day following the Late Notice payment due date and end the date of receipt of full payment by the District. District may also refer the invoice to the County's Treasurer and Tax Collector for collection, or to a third-party collection agency, or seek any other remedies available at law or equity.

4.3.18 Adjustments to ALS Invoices In Favor of Contractor. To the extent that Contractor believes that District's invoice overstates the number of ALS Services provided during the month, it may contest such number by notifying District in writing of its dispute within sixty (60) calendar days from the date of invoice. Such notice shall be provided to District's EMS Director, at Consolidated Fire Protection District of Los Angeles County, Emergency Medical Services Section, 5801 South Eastern Avenue, Commerce, California 90040. Such notice shall include a complete reconciliation of all ALS Services included on the disputed invoice. District will review the disputed services and notify Contractor of its findings within sixty (60) days. District's EMS Director shall, within that same sixty (60) day period, notify District's Financial Management Division (FMD) of the ALS Services, if any, that the EMS Director has determined were not properly billed to Contractor. A single credit amount line item removing the charges for all such incorrectly claimed services, labeled "Contractor Adjustment," will be reflected on District's next invoice to Contractor.

4.3.19 Adjustments to ALS Invoices In Favor of District. District's EMS Director, within sixty (60) days of the receipt of Contractor's Billing Report, will review and reconcile the Contractor's Billing Report to the District's EMS Billing Report. Any ALS Service not previously billed by District to Contractor will be identified and reported to the FMD. The additional number of ALS Services so identified and reported will be multiplied by the ALS Billing Rate and added as a supplemental charge on the next monthly invoice to Contractor. It will be included as a single billing amount line item labeled "District Adjustment" on the invoice.

4.3.20 Supporting Documentation for ALS Invoice. To assist Contractor in reconciling the monthly ALS invoice, District will provide Contractor, along with the monthly ALS invoice, an electronic American Standard Code for Information Interchange (ASCII) format file. The following information will be included on the ASCII format file: ambulance provider, ALS transport code, EMS report number, date of ALS Service, complete address of initial dispatch, and Los Angeles County Fire Department incident number. This supporting information will relate to both the monthly ALS Service billings and the supplemental ALS Service billings.

4.3.21 Contractor's Third Party Agreements. District recognizes that an ambulance provider, as an acceptable business practice, may enter into Third Party Agreements (TPAs) covering payment for various ambulance services including ALS Services. These TPAs may offer an incentive to an ambulance provider to discount emergency ambulance services to receive other services, such as additional ambulance business or a more timely payment. Within thirty (30) days of signing this Agreement, Contractor agrees to notify District, in writing, of any existing TPA(s) covering emergency ambulance service, either ALS or BLS, where District personnel may be involved in an emergency response or transport. Any additional TPA(s) entered into by Contractor, following the date of signing this Agreement, which cover emergency ALS Services shall be forwarded to District within thirty (30) days of execution. All of Contractor's TPAs that will affect the amount collected for ALS Services under this Agreement shall be subject to review by District. District shall not share in any reduction in transport

revenue resulting from a TPA that Contractor has, or may enter into, unless District expressly agrees in writing to sharing in such reduction.

4.3.22 Compliance. Contractor shall have a Compliance Program that meets or exceeds the Compliance Program Guidelines set forth by the Office of Inspector General of the Department of Health and Human Services ("OIG").

4.3.23 District's Quality Assurance Plan. The parties shall develop mutually agreed upon Quality Assurance/Quality Improvement performance indicators to improve the quality of the services delivered by both Contractor and District. Further, District and Contractor or their respective agents will meet and evaluate their joint performance under this Agreement, as needed. Such evaluation will include assessing each party's compliance with all Agreement terms and performance standards. Deficiencies that a party determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be addressed in writing with corrective action plans for improving performance. If improvement does not occur consistent with the corrective action plans, the District may terminate this Agreement in accordance with provisions of this Agreement and either party may seek other remedies as specified in this Agreement or provided by law.

4.3.24 District Review. In addition to the Audit required in subparagraph 4.3.7 – Audit of ALS Revenues above, District shall, upon advance notice to Contractor, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecard or other record relating to this Agreement. Such right shall extend to all material described in Paragraph 7.30 – Record Retention and Inspection/Audit Settlement below. District also reserves the right to observe the operation of the Contractor's business so that the accuracy of its records can be confirmed. The notice of intent to review shall be made in writing and shall designate the date that the review will begin and shall be provided from one (1) to five (5) business days prior to the proposed start date. All reviews shall take place during regular business hours at

the Contractor's office, unless the parties otherwise agree in writing.

A. Each person participating in the review shall be bound by the patient confidentiality requirements imposed by law and this Agreement. District, at its sole discretion, may hire an outside, independent contractor or consultant to perform such review. In the event any personnel used by District to perform the review are outside, independent contractors or consultants, District shall require such contractors or consultants to execute confidentiality agreements covering patient records prior to viewing such records. Copies of such confidentiality agreements shall be provided to Contractor prior to the commencement of the review. All information obtained in connection with the District's reviews shall be treated as confidential.

B. Disputes arising out of reviews shall be discussed between the parties, who agree to attempt to resolve such disputes informally. Any disputes that are unresolved after such informal process shall be handled in accordance with the dispute resolution procedures set forth in Paragraph 8.7 – Arbitration of this Agreement.

C. The obligations of this sub-paragraph 4.3.24 – District Review shall survive the termination/expiration of this Agreement.

5.0 ADMINISTRATION OF AGREEMENT – DISTRICT

A listing of all District Administration referenced in the following Paragraphs are designated in EXHIBIT D – Contact Personnel. District shall notify Contractor in writing of any change in the names or addresses shown.

5.1 District's Project Director

5.1.1 Responsibilities of the District's Project Director include:

A. ensuring that the objectives of this Agreement are met; and

B. providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.

5.2 District's Project Manager

5.2.1 The responsibilities of the District's Project Manager include:

A. meeting with the Contractor's Project Manager on an as needed basis; and

B. overseeing the day-to-day administration of this Agreement.

5.2.2 The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate District in any respect whatsoever.

6.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

6.1 Contractor's Project Manager

6.1.1 The Contractor's Project Manager is also designated in EXHIBIT D – Contact Personnel. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

6.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with District's Project Manager on a regular basis.

6.2 Confidentiality

6.2.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.

6.2.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 6.2 – Confidentiality, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 6.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

6.2.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

A. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," EXHIBIT F.

6.2.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", EXHIBIT E.

7.0 STANDARD TERMS AND CONDITIONS

7.1 Amendments

7.1.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by Contractor and by the Fire Chief or his designee. For purposes of this Agreement, the District Fire Chief shall have authority to negotiate and execute any amendments on behalf of District.

7.1.2 The District's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Agreement during the term of this Agreement. District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Fire Chief or his designee.

7.2 Authorization Warranty

7.2.1 Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

7.3 Compliance with Applicable Law

7.3.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

7.3.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

7.4 Compliance With Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with EXHIBIT G - Contractor's EEO Certification.

7.5 Compliance with the County's Jury Service Program

7.5.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service

Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as EXHIBIT H and incorporated by reference into and made a part of this Agreement.

7.5.2 Written Employee Jury Service Policy

A. Unless Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (12) month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for District under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when this Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. District may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate, to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.6 Conflict of Interest

7.6.1 No District employee whose position with the District enables such employee to influence the award of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

A. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.7 Consideration of Hiring County Employees Targeted for Layoff / or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

7.8 Consideration Of Hiring Gain/Grow Participants

7.8.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. District will refer GAIN/GROW participants by job category to the

Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

7.8.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

7.9 Contractor Responsibility and Debarment

7.9.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. For purposes of this Paragraph 7.9 - Contractor Responsibilities and Debarment, the District means both the County of Los Angeles and the District. It is the District's policy to conduct business only with responsible contractors.

7.9.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if District acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, District may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

7.9.3 Non-Responsible Contractor

District may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with District or a nonprofit corporation created by District, (2) committed an act or omission which

negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with District, any other public entity, or a nonprofit corporation created by District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against District or any other public entity.

7.9.4 Contractor Hearing Board

A. If there is evidence that Contractor may be subject to debarment, District will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

B. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

C. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

D. If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written

request for review of the debarment determination to reduce the period of debarment or terminate the debarment. District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of District.

E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

F. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

7.9.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District contractors.

7.10 Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

7.11 Contractor's Warranty of Adherence To County's Child Support Compliance Program

7.11.1 Contractor acknowledges that District has established a goal of ensuring that all individuals who benefit financially from District through any contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

7.11.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for

Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

7.12 Employment Eligibility Verification

7.12.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

7.12.2 Contractor shall indemnify, defend, and hold harmless, District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

7.13 Facsimile Representations

7.13.1 District and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.1 - Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

7.14 Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless District and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which District may be found jointly or solely liable.

7.15 Force Majeure

7.15.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

7.15.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 7.15, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

7.15.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

7.16 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

7.17 Independent Contractor Status

7.17.1 This Agreement is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

7.17.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

7.17.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of District. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or

connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

7.17.4 Contractor shall adhere to the provisions stated in Paragraph 6.2 - Confidentiality.

7.18 Indemnification

Contractor shall indemnify, defend and hold harmless the District, County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("District Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the District Indemnitees.

7.19 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of District, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 7.19 and Paragraph 7.20 below. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. District in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

7.19.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any District required endorsement forms.

- Neither District's failure to obtain, nor District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Consolidated Fire Protection District of Los Angeles County
Administrative Services Bureau / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001

Contractor also shall promptly report to District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify District of any third-party claim or suit filed against

Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or District.

7.19.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively District and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of District. District and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to Contractor or to District. The full policy limits and scope of protection also shall apply to District and its Agents as an additional insured, even if they exceed the District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

7.19.3 Cancellation of or Changes in Insurance

Contractor shall provide District with, or Contractor's insurance policies shall contain a provision that District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of District, upon which the District may suspend or terminate this Agreement.

7.19.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material

breach of this Agreement, upon which District immediately may withhold any payments due to Contractor, and/or suspend or terminate this Agreement. District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

7.19.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to District with A.M. Best ratings of not less than A:VII unless otherwise approved by District.

7.19.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7.19.7 Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against District under all the Required Insurance for any loss arising from or relating to this Agreement. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

7.19.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all its Sub-Contractors as insureds under Contractor's own policies, or shall provide District with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name District and Contractor as

additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain District's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

7.19.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate District to pay any portion of any Contractor deductible or SIR. District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

7.19.10 Claims Made Coverage

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

7.19.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

7.19.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

7.19.13 Alternative Risk Financing Programs

District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. District and its Agents shall be designated as an Additional Covered Party under any approved program.

7.19.14 District Review and Approval of Insurance Requirements

District reserves the right to review and adjust the Required Insurance provisions, conditioned upon District's determination of changes in risk exposures.

7.20 Insurance Coverage

7.20.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming District and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$5 million
Products/Completed Operations Aggregate:	$3 million
Personal and Advertising Injury:	$3 million
Each Occurrence:	$3 million

7.20.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $3 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.20.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $3 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall

include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7.20.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $2 million per claim and $5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7.21 Nondiscrimination And Affirmative Action

7.21.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

7.21.2 Contractor shall certify to, and comply with, the provisions of EXHIBIT G - Contractor's EEO Certification.

7.21.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship.

7.21.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

7.21.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

7.21.6 Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7.21 when so requested by the District.

7.21.7 If the District finds that any provisions of this Paragraph 7.21 have been violated, such violation shall constitute a material breach of this Agreement upon which the District may terminate or suspend this Agreement. While the District reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Agreement.

7.21.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500)

for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

7.22 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict District from providing similar, equal or like goods and/or services from other entities or sources.

7.23 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

7.24 Notice of Disputes

Contractor shall bring to the attention of the District's Project Manager and/or District's Project Director any dispute between District and Contractor regarding the performance of services as stated in this Agreement. If the District's Project Manager or District's Project Director is not able to resolve the dispute, the Fire Chief, or his designee shall resolve it.

7.25 Notice to Employees regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

7.26 Notice to Employees regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in EXHIBIT I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

7.27 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and District agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

7.28 Public Records Act

7.28.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 7.30 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

7.28.2 In the event District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to

defend and indemnify District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

7.29 Publicity

7.29.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and

- During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of District without the prior written consent of the District's Project Director. District shall not unreasonably withhold written consent.

7.29.2 Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 7.29 – Publicity shall apply.

7.30 Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not

limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to District during the term of this Agreement and for a period of five (5) years , thereafter, or per the provisions of Los Angeles County Department of Health Services Prehospital Care Manual Reference Number 608, Retention and Disposition of Prehospital Patient Care Records, for patient records, unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option Contractor shall pay District for travel, per diem, and other costs incurred by District to examine, audit, excerpt, copy, or transcribe such material at such other location.

7.30.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

A. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 7.30 shall constitute a material breach of this Agreement upon which the District may terminate or suspend this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.31 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

7.32 Subcontracting

The requirements of this Agreement may not be subcontracted by Contractor **without the advance approval of District**. Any attempt by Contractor to subcontract without the prior consent of District may be deemed a material breach of this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.32.1 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by District.

7.32.2 Contractor shall indemnify and hold District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

7.32.3 Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

7.32.4 The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its Subcontractors of this District right.

7.32.5 The District's Project Director is authorized to act for and on behalf of District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to District for their files.

7.32.6 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.

7.32.7 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by District from each approved Subcontractor. Contractor shall ensure delivery of all such documents to:

Contract Administrator
Consolidated Fire Protection District of Los Angeles County
Administrative Services Bureau / Contracts Section
5801 S. Eastern Ave. Suite 100
Commerce, CA 90040-4001

7.33 <u>Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program</u>

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 7.11 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to District under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which the District may terminate this Agreement pursuant to Paragraph 7.34 – Termination and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

7.34 Termination

7.34.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

A. After receipt of a notice termination and except as otherwise directed by the District, the Contractor shall:
   1) Stop work under this Agreement on the date and to the extent specified in such notice, and
   2) Complete performance of such part of the work as shall not have been terminated by such notice.
   3) All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 7.30 - Record Retention and Inspection/Audit-Settlement.

7.34.2 Termination for Improper Consideration. District may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

A. Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration to

the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

B. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.35 Validity: Severability

Notwithstanding anything to the contrary in this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal or deemed as invalidating or requiring a new competitive process for any other existing agreement entered into by either party (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet promptly and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions (or provisions otherwise causing the Jeopardy Event) or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Paragraph 7.35, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is a similar in economic effect to the stricken provision as is legally possible. However, it either party reasonably and in good faith determines that the finding of illegality or unenforceability (or provisions otherwise causing the Jeopardy Event) adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, terminate this Agreement by giving written notice to the other party.

7.36 Waiver

No waiver by District of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of District to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 7.36 shall not be exclusive and are in

addition to any other rights and remedies provided by law or under this Contract.

7.37 Warranty Against Contingent Fees

7.37.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

7.37.2 For breach of this warranty, District shall have the right to terminate this Agreement and, at its sole discretion, deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.38 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

7.38.1 Contractor acknowledges that District has established a goal of ensuring that all individuals and businesses that benefit financially from District through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon District and its taxpayers.

7.38.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

7.39 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 7.38 - Warranty of Compliance with County's Defaulted

Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to District under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

7.40 Time Off For Voting

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.0 OTHER TERMS AND CONDITIONS

8.1 Health Insurance Portability And Accountability Act of 1996 ("HIPAA")

8.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.1.2 The parties acknowledge their separate and independent obligations with respect to maintaining the confidentiality, privacy, and security of patients' medical information. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken

any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.1.3 Contractor and County understand and agree that this Agreement does not create and is not intended to establish a HIPAA Business Associate relationship as that term is define*d* in HIPAA's implementing regulations.

8.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.2 Ownership of Materials, Software and Copyright

8.2.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Agreement.

8.2.2 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Agreement. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

8.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

8.2.4 District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

8.2.5 Notwithstanding any other provision of this Agreement, the District will not be obligated to the Contractor in any way under Paragraph 8.3 – Patent, Copyright and Trade Secret Indemnification, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 8.3 or for any disclosure which District is required to make under any state or federal law or order of court.

8.2.6 All the rights and obligations of this Paragraph 8.2 shall survive the expiration or termination of this Agreement.

8.3 Patent, Copyright and Trade Secret Indemnification

8.3.1 Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. District shall inform the Contractor as soon as practicable of any claim or

action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or

- Modify the questioned equipment, part, or software so that it is free of claims.

8.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

8.4 Transitional Job Opportunities Preference Program

8.4.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.4.2 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.4.3 If Contractor has obtained District certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

A. Pay to the District any difference between the Agreement amount and what the District's costs would have been if the Agreement had been properly awarded;

B. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the District of this information prior to responding to a solicitation or accepting a contract award.

8.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the

National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at: http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization.* Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

8.6 Disabled Veteran Business Enterprise Preference Program

8.6.1 This Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

8.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

8.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

8.6.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

A. Pay to the District any difference between the Agreement amount and what the District's costs would have been if the Agreement had been properly awarded;

B. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

8.7 Arbitration

Any disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this Paragraph 8.7 and the California Arbitration Act. The party requesting arbitration shall make a written demand on the other party. The parties shall attempt to agree upon arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, three (3) neutral arbitrators shall be appointed from the Los Angeles panel of Judicial Arbitration and Mediation Services ("JAMS"/Endispute in the sole discretion of the JAMS/Endispute administrator). The non-prevailing

party shall bear the cost of the arbitration; however, each party shall bear its own attorney's fees. The parties shall have the rights of discovery as provided for by Section 1283.05 of the California Code of Civil Procedure. Arbitration shall take place in Los Angeles, California unless the parties otherwise agree. Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator(s) the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order. Further, nothing in this Agreement shall be constructed as requiring arbitration of claims brought by patients or other third parties. This Section shall not apply to any claim for which coverage exists under an insurance policy issued to either party if the applicable policy does not cover or permit such arbitration; provided, however, that the covered party shall use its best efforts to obtain the permission of its insurance carrier for such arbitration. In resolving any dispute subject to arbitration under this Paragraph, the arbitrator shall have authority to grant such relief as its sees fit, including but not limited to adjustment of the Auditor's results or an order directing modification of the methodology used in the audit and recalculation based on such modification. No under/over-payment shall be made by either party until the completion of the arbitration and issuance of the arbitrator's decision.

8.8 Covenant Against Contingent Fees

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, District shall have the right to terminate this Agreement.

8.9 Assignment and Delegation

8.9.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph - Assignment and Delegation, District consent shall require a written amendment to

the Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the District's sole discretion, against the claims, which Contractor may have against District.

8.9.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest herein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Agreement.

8.9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the District's express or prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor, which may include barring Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.10 Payment Upon Termination or Expiration

Unless otherwise specified by District, upon the termination or expiration of this Agreement, Contractor shall continue to bill and collect for ALS Services provided through the termination/expiration date of this Agreement and shall immediately pay District any amounts owing as a result of the final audit. These obligations shall survive the termination/expiration of this Agreement.

8.11 Effect on Ambulance Agreement

Nothing in this Agreement is intended to alter or amend the Ambulance Agreement, it being the intent of the parties solely to establish a mechanism for the District to recover reasonable and appropriate compensation for Dispatch Services, BLS Supplies, and ALS Services rendered by the District staff, in compliance with applicable laws and regulations.

8.12 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in EXHIBIT D – Contact Personnel. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his/her designee shall have the authority to issue all notices or demands required or permitted by the District under this Agreement.

8.13 Contact Personnel

For purposes of the day-to-day administration of this Agreement, the contact personnel for each of the parties shall be as specified on EXHIBIT D to this Agreement.

8.14 County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.15 Drug-Free Workplace Act of the State of California

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

8.16 Immigration Reform and Control Act

Contractor warrants that it fully complies with all laws regarding employment of aliens and other, and that all its employees performing services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services under this Agreement, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be amended in the future. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the District, its officers and employees, from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

8.17 Entire Agreement

Contractor has entered into the Ambulance Agreement with the County. In addition to that Ambulance Agreement and any exhibits or attachments that may be part of that agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. No amendment shall be valid unless it is documented in a written instrument duly executed by both parties. The District's Fire Chief shall have authority to agree to and execute any amendment on behalf of District that does not materially change the obligations or compensation of the parties under this Agreement.

8.18 Third Party Beneficiaries

Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.

8.19 No Influence of Referrals

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated provides, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

8.20 Notice of District of Investigation, Audit or Probe

Contractor shall notify district within thirty (30) days of receiving notice of pending investigation, probe, audit or similar proceeding of their organization or a Subcontractor by any State or Federal entity. This includes investigations, probes or audits conducted by a Medicare Administrative Contractor (MAC), Carrier, Fiscal Intermediary or similar entity contracted by a State or Federal agency to work on their behalf. Further, District will be provided with a copy of any findings of any investigation, probe or audit within thirty (30) days of receipt of said findings by Contractor. Contractor shall also provide to the Auditor at the time of the independent Audit/Review, a copy of any investigation, audit, probe or similar documentation, including requests for repayment, concerning the Ambulance Provider or its subcontractors that occurred within the audit period, focused on activities that occurred within the audit period, or with findings that significantly affected organization-wide practices in a manner that would affect ALS transactions within the audit period.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (Name)

By _____
Name

_____
Title

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By_____
Daryl L. Osby, Fire Chief

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By_____
Principal Deputy County Counsel

10-13-2016

EXHIBIT A

Basic Life Support (BLS) Supplies Fee
Inventory Issues by Warehouse
Jan 1, 2013 - Dec 31, 2013

From Date: Jan 1, 2013
Department: FR
Warehouse: FRMMWHSE MM Pacoima Warehouse

Stock Item	Stock Item Description	Quantity Issued	List Price	Extended Price
0852800000001 ME4	BAG-HAZ-WASTE-RED-DISP	87.00	2.43	$211.41
0854500000001 M19	BAG-F/PM-02 CYLINDER	66.00	152.35	$10,054.97
2201500000001 MAB	REGULATOR1 DISS BRASS CORE 0-25 LPM	43.00	60.10	$2,584.33
2719600000001 M07	SOLUTION-SALINE-500 ML-(*)	2,848.00	1.48	$4,219.46
3400700000035 MAZ	CYLINDER OXYGEN ALUMINUM w/TOGGLE EMPTY JUMBO-D	27.00	71.15	$1,921.16
3408800007954 M55	RING CUTTER-COMPLETE	39.00	19.85	$774.05
3451000004869 M77	AIRWAY-NASAL-DISP-ADJ-FLANGE-20FR-(10/bx)	22.00	53.72	$1,181.90
3451000004869 MC2	AIRWAY-NASAL-DISP-ADJ-FLANGE-26FR-(10/bx)	39.00	54.13	$2,111.11
3451000004869 MC3	AIRWAY-NASAL-DISP-ADJ-FLANGE-28FR-(10/bx)	32.00	54.13	$1,732.26
3451000004869 MC4	AIRWAY-NASAL-DISP-ADJ-FLANGE-32FR-(10/bx)	25.00	52.13	$1,303.14
3451000004869 MC5	AIRWAY-NASAL-DISP-ADJ-FLANGE 34FR (10/bx)	27.00	51.50	$1,390.45
3453000000001 MJ3	BLANKET DISPOSABLE YELLOW (60'X90')	120.00	4.66	$559.45
3453200003742 M27	BANDAGE-TRIANGULAR (1/bx)	1,720.00	0.44	$749.59
3453200003744 ME3	PACK-ICE-INST/COLD-(20 per box)	535.00	9.13	$4,882.25
3453200003747 MA2	PAD-STERILE 3"X4"-(100 per box)	62.00	20.36	$1,262.57
3453200003751 M25	SWAB-STING-KILL-(10 per box)	871.00	1.87	$1,632.62
3453200003763 MG0	SCISSORS-PARAMEDIC-7.5"	1,245.00	1.09	$1,355.81
3453200017287 M06	ALCOHOL-RUBBING-1 PT	87.00	1.63	$142.17
3453200017311 M67	OBSTETRICAL-KIT	356.00	8.17	$2,906.98
3453200017327 M14	GLUCOSE-GEL-ORAL USE	1,093.00	4.75	$5,191.02
3456400000003 MF6	MASK-TB-HEPA-N95 (20/BX)	35.00	17.20	$602.11
3458000000012 M64	MASK OXYGEN DISP-PEDIATRIC	2,400.00	1.37	$3,284.11
3458000000012 M65	MASK-BAG-VALVE-CHILD/SM ADLT	26.00	1.76	$45.80
3458000000012 M98	MASK-INFANT-F/DISP RESUS	16.00	3.09	$49.44
3458000000012 M99	MASK-NEONATE-F/DISP RESUS	50.00	2.52	$125.82
3458000000012 MD2	MASK-ADULT-RESUSCITATOR-DISP-F/RESUSCITA	43.00	3.50	$150.51
3458000000012 MD4	RESUSCITATOR-SHIELD-INFLATOR	131.00	7.25	$949.75
3458000000012 MI7	MASK-ADULT-LRG-CPAP-RESP-EQUIP	259.00	11.43	$2,959.88
3458000000012 MI8	MASK ADULT SMALL CPAP RESPIRATION EQUIP.	103.00	8.44	$869.80
3458000000012 MI9	MASK MEDIUM W/BREATHING CIRCUIT CPAP RES. EQUIP.	1,405.00	37.87	$53,212.74
4603800000001 M17	GASKET-OXYGEN-YOKE-(5/PKG)	64.00	4.84	$309.65
4650200000001 MAA	AIRWAY-ORAL-30MM-NEWBORN	1.00	36.45	$36.45
4650200042015 M54	IMMOBILIZER-HEAD-BLOCK STA	379.00	6.19	$2,344.67
4650200042015 M59	BACKBOARD-IRON DUCK -(*) Stencil LACOFD	5.00	157.50	$787.50
4650200042015 M60	BACKBOARD-STRAP ASSY IRON DK	181.00	15.00	$2,714.28
4650200042015 MD3	RESUSCITATOR-POCKET MASK	184.00	13.03	$2,397.22
4650200042015 MD5	V-VAC-COMPLETE SET-(*)	28.00	100.90	$2,825.15
4650200042015 MD6	V-VAC-CATHETER-(4 per pkg)	22.00	12.43	$273.50
4650200042015 MD7	ADAPTER-V-VAC TIP	17.00	26.36	$448.11
4650200042015 ME1	V-VAC-SUCTION-CARTRIDGE	305.00	20.63	$6,290.80
4650200042016 MG7	CUFF-BLOOD PRESSURE-ADULT	380.00	21.86	$8,306.98
4650200042016 MG8	CUFF-BLOOD PRESSURE-PEDS	74.00	22.53	$1,667.38
4650200042016 MH0	STETHOSCOPE-SPRAGUE-BLK	320.00	9.64	$3,083.95
4650200042033 MG9	CUFF-BLOOD PRESSURE-THIGH-W/O GAUGE	51.00	29.62	$1,510.80
4650200046909 ME0	MASK RESUS. ADULT/MED SPURII BVM DISP-(12 per case)	217.00	85.07	$18,460.54
4650200046910 MD9	MASK RESUS. TODDLER PED SPURII BVM DISP	159.00	7.10	$1,128.99
4650200046911 MD8	MASK RESUS. INFANT SPURII BVM DISP	140.00	7.16	$1,002.83
4651100048290 MG9	CUFF BLOOD PRESSURE THIGH W/O GAUGE	5.00	29.69	$148.46
4651400041094 M86	ADAPTER AIRWAY ADULT/PED (10/box)	35.00	76.30	$2,670.50
4651400048598 M86	ADAPTER-AIRWAY ADULT/PED ZOLL-(10/box)	64.00	76.13	$4,872.00
4653000048099 MH6	ELECTRODE PADS-AED	1,102.00	34.64	$38,171.68
4653000048100 MH7	ELECTRODE-PAD-AED-CHILD-INFANT	318.00	63.38	$20,156.42
4658800000001 M40	SPLINT-VACUUM-FASTLINE-SMALL	178.00	16.43	$2,923.91
4658800000001 M41	SPLINT-VACUUM-FASTLINE-MED	235.00	20.29	$4,767.37
4658800000001 M42	SPLINT-VACUUM-FASTLINE-LARGE	182.00	30.34	$5,522.17
4658800000001 M43	SPLINT-CARDBOARD-ANKLE-SM	397.00	1.55	$613.69
4658800000001 M44	SPLINT-CARDBOARD-ARM-MED	523.00	1.56	$818.33
4658800000001 M45	SPLINT-CARDBOARD-THIGH-LRG	688.00	2.17	$1,491.96
4658800000001 M46	SPLINT-VACUUM-FASTLINE	26.00	136.25	$3,542.52
4706000000001 M57	RESTRAINTS PATIENT LIMB	49.00	4.26	$208.74
4750900000001 M28	BANDAGE-COBAN 4"-(12/bx)	525.00	26.21	$13,760.05
4750900000001 M29	BANDAGE-COVERLET-KNUCKLE (100/bx)	340.00	3.65	$1,242.05
4750900000001 M30	BANDAGE-COVERLET-1"X3" (100/bx)	1,693.00	2.32	$3,927.89
4750900000001 MA0	BANDAGE-KERLIX-(100/CS)	10,115.00	1.06	$10,730.23
4750900000001 MA1	DRESS-GAUZE-VASELINE-(50 per box)	42.00	32.06	$1,346.72
4750900000001 MA7	TAPE-ADHESIVE-1"-(12 per box)	78.00	9.25	$721.49
4750900000001 MA8	TAPE-ADHESIVE-2"-(6 per box)	57.00	9.00	$513.27
4750900000001 MB0	TAPE-TRANSPORE-2"-(6 per box)	56.00	11.40	$638.47
4750900000001 MB1	TAPE-TRANSPORE-1"-(12 per box)	359.00	8.30	$2,978.65
4750900000001 MB3	DRESSING-TRAUMA-10X30-STERILE-KENDALL	435.00	3.02	$1,313.84
4750900005567 M38	FORCEPS-3 1/2"NEEDLEPOINT	87.00	2.21	$192.65
4754100031378 ME9	GLOVES-LATEX-XXL-(50 per box)	491.00	5.16	$2,533.56

EXHIBIT A

Basic Life Support (BLS) Supplies Fee
Inventory Issues by Warehouse
Jan 1, 2013 - Dec 31, 2013

From Date: Jan 1, 2013
Department: FR
Warehouse: FRMMWHSE MM Pacoima Warehouse

Stock Item	Stock Item Description	Quantity Issued	List Price	Extended Price
4754100047140 MAC	GLOVES-NITRILE-EXAM-SMALL-(100 per box)	101.00	8.90	$898.90
4754100047141 MAD	GLOVES-NITRILE-EXAM-MED-(100 per box)	415.00	9.03	$3,745.75
4754100047142 MAE	GLOVES-NITRILE-EXAM-LARGE-(100 per box)	10,055.00	9.62	$96,742.52
4754100047143 MAF	GLOVES-NITRILE-EXAM-XLARGE-(100 per box)	10,583.00	9.65	$102,077.68
4756200000001 MF5	MASK-SURGICAL-FLUID SHIELD EAR-(40 per box)	9.00	6.60	$59.38
4756200000001 MF7	MASK-SURGICAL-FACE-EYE-SHIELD-(25 per box)	13.00	23.76	$308.88
4756800000001 M18	CAP-02 BTL-WHITE-(BN HQ)-(*)	41.00	18.53	$759.73
4756800000002 M24	HOT PACK-LARGE-(24/CS)	779.00	0.60	$469.37
4756800000002 M31	BURN SHEETS-60" X 96"	165.00	3.37	$555.39
4756800000002 M32	BURN-PACK-FACE MASK-(6 per box)	20.00	44.18	$883.58
4756800000002 M33	BURN TOWEL 15" X 20"-(6 per box)	36.00	40.74	$1,466.63
4756800000002 M34	DRAPE-SHEET-40'' X 48 ''-(100 per case)	2.00	18.67	$37.34
4756800000002 M37	BOX-FIRST AID-EMPTY-(ENG. CO)	58.00	62.04	$3,598.39
4756800000002 M50	BOX-TRAUMA-ABS-BLK	3.00	233.61	$700.83
4756800000002 M52	COLLAR-CERVICAL-PEDS-ADJ-3"	404.00	4.74	$1,915.39
4756800000002 M71	TAG-TRIAGE-ALL RISK DMS	34.00	64.98	$2,209.48
4756800000002 MA3	PAD-DRESSING 71/2" x 8"	2,094.00	0.19	$407.25
4756800000002 MA4	PAD-EYE-STERILE-(4/PKG)	63.00	1.33	$83.95
4756800000002 MA5	GAUZE-SPONGE-4"X4"-(25 per carton)	2,770.00	1.63	$4,504.01
4756800000002 MF4	COMMUNICABLE DISEASE KIT	116.00	15.74	$1,825.52
4756800000002 MG6	PENLITE-DISPOSABLE-(6/PKG)	1,339.00	0.70	$943.09
4758700000001 M62	CANNULA-NASAL-ADULT	1,180.00	0.37	$432.65
4758700000001 M79	AIRWAY-ORAL-60MM-SMALL-CHILD	209.00	0.65	$135.02
4758700000001 M80	AIRWAY-ORAL-70MM-(10/bx)	26.00	6.36	$165.38
4758700000001 M82	AIRWAY-ORAL-90MM-(10/pkg)	142.00	7.59	$1,078.36
4758700000001 MC9	AIRWAY-ORAL-100MM-(10/bx)	123.00	17.76	$2,184.91
4758700000001 MD0	AIRWAY-ORAL-80MM-(10/bx)	67.00	17.41	$1,166.76
4758700000001 MD1	AIRWAY-ORAL-50MM-(10/bx)	31.00	20.74	$643.03
4851200007969 M21	WIPES-(EQUIPMENT)-(6/CS)	2,523.00	5.54	$13,979.72
4858600000001 M04	HAND-RINSE-CAL STAT-15 OZ	81.00	8.41	$681.02
4858600000001 M05	HAND-WASH-ACUTE-KARE	624.00	8.17	$5,095.70
4858600000001 M20	CLEANER-DISINFECTANT-SOAP	79.00	21.58	$1,704.76
6152400000001 M22	WIPES-(HANDS)-(12/CS)	3,283.00	4.29	$14,081.94
6526500000001 M56	BLADE ONLY for RING CUTTER	71.00	19.65	$1,395.43
6526500000001 MB5	RAZOR-PREP-GALLANT	2,548.00	0.41	$1,035.42
9663600000001 M74	EMS REPORT PAGE 1 FORM (100/PKG)	2,570.00	22.97	$59,039.40
Total for Warehouse FRMMWHSE:		77,076.00		$614,824.61
		2013 EMS Runs	245,552	$2.50

Notes:

BLS supplies information provided by the EMS Section based on orders included in the Materials Management Division's warehouse system.

Run information is obtained from the INFRS system utilizing calls coded as EMS.

PER PARAGRAPH 4.1.5, THIS CALCULATION FOR THE EMS SUPPLIES COST PER EMS INCIDENT COST WILL BE UPDATED BY DISTRICT USING THE MOST RECENT TOTAL COST OF EMS SUPPLIES ISSUED FROM THE DISTRICT'S WAREHOUSE AND ANY EMS SUPPLIES SPECIAL ORDERED AND DIVIDE THAT TOTAL COST BY THE NUMBER OF EMS RUNS FOR THE MOST RECENT CALENDAR YEAR AVAILABLE. SUCH UPDATE WILL BE AT THE DISCRETION OF THE DISTRICT, BUT NO MORE THAN ONCE ANNUALLY.

EXHIBIT B

Dispatch Services Fee

2014-15

Position		# of Positions (1)	Total Annual Salary and Bonuses	Salary Savings (2)	Adjusted Salary
Battalion Chief	(3)	3.0	$ 477,409	$ (29,193)	$ 448,216
Fire Captain	(3)	3.0	382,447	(23,386)	359,061
Fire Dispatcher II	(4)	76.0	4,892,715	(299,180)	4,593,535
Fire Dispatcher Specialist	(4)	4.0	280,930	(17,178)	263,751
Information Systems Support Analyst I	(5)	1.0	79,699	(4,873)	74,826
Computer Operator Specialist	(5)	1.0	52,195	(3,192)	49,003
Senior Operating Systems Analyst	(5)	1.0	104,104	(6,366)	97,738
Head Fire Dispatcher	(4)	1.0	76,379	(4,670)	71,709
Supervising Fire Dispatcher	(4)	14.0	1,012,798	(61,931)	950,867
Totals		104.0	$ 7,358,675	$ (449,968)	$ 6,908,707
Employee Benefits	(6)				
Safety					535,390
General					3,170,272
$250 Board Approved Bonus	(7)				26,000
S&S	(8)				5,455,000
Overhead	(9)				2,774,962
Total Annual Cost					$ 18,870,331
Number of Dispatches	(10)				988,804
Estimated Rate per Dispatch					$ 19.08
		DHS Offset			(4.58) (11)
Cost to be Reimbursed per Dispatch					$ 14.50

(1) The source is the 2014-15 Preliminary Allocation Report based on Dispatch related positions per Chief Bundensen, Chief, Command and Control Division.

(2) The source is the 2014-15 Cost Factor of 6.1148% from the Auditor-Controller.

(3) Total annual salaries based on the 2014-15 Preliminary Master Labor List, includes 3.5% Emergency Medical Technical bonus, and 3% Fitness for Life bonus.

(4) Total annual salaries based on the 2014-15 Preliminary Master Labor List, includes 5.5% Emergency Medical Dispatcher bonus.

(5) Total annual salaries based on the 2014-15 Preliminary Master Labor List.

(6) The source is the 2014-15 Indirect Expense Rate - 66.3205% Safety and 51.9595% General.

(7) Board approved $250k bonus per position.

(8) The source is from the 2014-15 Allocation Report - Adopted - Command and Control for Dispatch related items per Chief Bundensen, Chief, Command and Control Division.

(9) 2014-15 Indirect Expense Overhead Rate of 41.497% applied to Command and Control positions only.

(10) Based on a 3 year average (2011-2013) of dispatch data from Planning and the Information Management Division, from the Computer Aided Dispatch (CAD) System.

(11) The District's actual cost (or fair market value) per unit dispatched will be offset by $4.58 for the Department of Health Services Offset (or fair market value) associated with the estimated cost of transporting County Responsible Patients not covered by the LA County EMS Agency.

PER PARAGRAPH 4.2.3, THIS CALCULATION WILL BE UPDATED EVERY THREE (3) YEARS BY DISTRICT TO REFLECT CURRENT DISTRICT COSTS. THE DHS OFFSET OF $4.58 WILL BE APPLIED TO THE DISTRICT'S UPDATED ESTIMATED RATE PER DISPATCH TO DETERMINE THE COST TO BE REIMBURSED PER DISPATCH FOR EACH TRIENNIAL UPDATE.

EXHIBIT IV

Agreement No.: _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

Amendment No. _

THIS AMENDMENT is made and entered into this _____ day of _____, 2016,

By and between COUNTY OF LOS ANGELES (hereafter "County"),

And _____ (hereafter "Contractor")

Business Address:

_____

WHEREAS, reference is made to that certain document entitled "Emergency Ambulance Transportation Services," dated March 30, 2006, and further identified as Agreement No. _____, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to amend the current expiration date of December 31, 2016 to November 30, 2016 to coincide with the expiration of the State action antitrust immunity provided by the California Emergency Medical Services Authority thereby protecting the parties from legal exposure under federal antitrust laws; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 25, Merger, may be made in the form of an Amendment which is formally approved and executed by the parties; and

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval with such date reflected on page 1 of this Amendment.

2. Agreement, Paragraph 1, Term, Subparagraph A is deleted in its entirety and replaced as follows:

"A. This Agreement shall become effective on May 31, 2006. The County's Director of Health Services (i.e., Director of the Department of Health Services [DHS]), or his/her authorized designee (hereinafter Director) shall provide Contractor with at least ten (10) calendar days prior written notice of such effective date. This Agreement shall continue in full force and effect following its effective date through November 30, 2016."

3. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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EXHIBIT IV

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By:_____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

_____

By:_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By_____
Brian T. Chu, Principal Deputy County Counsel