Health Services
LOS ANGELES COUNTY

Los Angeles County Board of Supervisors

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March 2, 2006

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

Dear Supervisors:

APPROVAL OF SEVEN AGREEMENTS FOR 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign three agreements with American Medical Response of Southern California, one agreement with Care Ambulance Service, Inc., one agreement with Schaefer Ambulance Service, Inc., and two agreements with Westmed/McCormick Ambulance Service, Inc. to provide 9-1-1 emergency ambulance transportation services within seven Exclusive Operating Areas (EOAs), at no cost to the County, effective upon Board of Supervisors' approval of these Agreements, and following notice and termination of existing provider agreements, through May 31, 2016.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

Board approval of this action will authorize the Mayor to sign seven agreements for the provision of 9-1-1 emergency ambulance transportation services with American Medical Response of Southern California (AMR) for EOAs 1, 2, and 5; Care Ambulance Service, Inc. (Care) for EOA 6; Schaefer Ambulance Service, Inc. (Schaefer) for EOA 3; and Westmed/ McCormick Ambulance Service, Inc. (Westmed) for EOAs 4 and 7.

Implementation of Strategic Plan Goals

The recommended action supports the Countywide Strategic Plan, Goal 1: Service Excellence by implementing programs to improve the efficiency, quality, and responsiveness of County services to all residents of Los Angeles County.

FISCAL IMPACT/FINANCING:

There is no net County cost for these recommended 9-1-1 emergency ambulance transportation service agreements. The County provides in-kind costs by dispatch services in return for free indigent care.

As set forth in the terms of the Request for Proposals (RFP), the County evaluated as an important aspect of any proposal a zero bid for all EOAs. This zero bid included the estimated cost to the County for the emergency ambulance transport of County patients (i.e., for purposes of these agreements only, general relief patients, County Community Health Plan members, persons who would have no liability for charges under the County Ability-to-Pay Program, and any other Board-approved County plan for County patients). However, as set forth in the RFP, these costs are subject to offset by the estimated in-kind provision by the Consolidated Fire Protection District (County Fire) of dispatch services to the 9-1-1 operators in the following amounts:

Recommended Proposer	Zone	Estimated Value of Dispatch Services	Estimated Value of County Patient Transports
AMR	1	$ 910,977	$ 810,242
AMR	2	$ 326,451	$ 289,944
Schaefer	3	$1,050,541	$ 733,359
Westmed	4	$1,136,455	$1,063,909
AMR	5	$ 976,504	$ 852,299
Care	6	$1,886,667	$1,680,075
Westmed	7	$ 807,859	$ 702,372

Because each recommended proposer estimated that the value of in-kind services provided by County Fire exceeded the estimated cost of transporting County patients, all winning proposals are at zero bid with no net cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under a 1986 California Court of Appeal ruling (Lomita Decision), a county is responsible for assuring the provision of 9-1-1 emergency ambulance transportation services for all of its residents. To comply with this legal mandate and as authorized by State law, the Department of Health Services (DHS) developed the Countywide 9-1-1 Emergency Ambulance Transportation Program (Program).

There are 62 cities and the unincorporated areas directly affected and included in the contracts before the Board (Attachment C). In addition, the County has ongoing contracts with 26 cities, including Long Beach, Los Angeles, Downey and others, to provide emergency ambulance transportation services with the cities' fire departments or under city contracts with other fire departments or private ambulance operators.

The Program provides for private ambulance companies to contract with the County to provide 9-1-1 emergency ambulance transportation services to all patients, regardless of their payment status. Once dispatched by authorized 9-1-1 communications centers, Contractors are required to respond to the dispatch within certain response times in exchange for the exclusive right to (1) operate within designated geographic service areas and (2) bill patients and third parties at rates no greater than those specified in the County Code.

Additionally, the private ambulance companies' contractors are required under the terms of the RFP for the Program to execute an Advanced Life Support Billing Agreement with the Los

Angeles County Fire Protection District for the Contractor to bill responsible payers for the Advanced Life Support (paramedic) services provided by the Fire District. This is a separate and independent contract from the emergency ambulance transportation services agreement and will be presented to the Board by the Fire District at a future date.

Attachments A, B, and C provide additional information. Exhibits I through VII have been approved by County Counsel as to use and form.

CONTRACTING PROCESS:

On May 6, 2004, the Department released a RFP for Emergency Ambulance Transportation Services. The RFP was posted on the County Web Site, with potential national exposure. The RFP requested proposals for seven EOAs in 62 cities and unincorporated areas.

The Department received 28 proposals from nine ambulance companies for seven exclusive operating areas. Proposals were submitted by AmeriCare Ambulance Services, AMR, Care, Emergency Ambulance Services International, Inc, Gerber Ambulance Company, Inc., Hall Ambulance Service, Inc., Priority One Medical Transport, Inc., Schaefer, and Westmed.

The evaluation was completed over a three-week period, including a site visit, by the evaluation committee, consisting of five (5) members with over 100 years of experience in emergency medical services and ambulance operations.

The Department's recommendation for contractors was released on September 24, 2004, initiating the County-wide Services Contract Solicitation Protest Policy (Protest Policy) in October 2004. The Protest Policy proceedings were completed in November 2005. Since receiving the recommendations of the Protest Policy panel in November 2005, the Department evaluated their merits, obtained additional information from the proposers, and recalculated proposers' financial viability and other proposal scores.

Attachment B sets forth in more detail the RFP and contractor solicitation processes.

Similar to the existing provider agreements and as permitted under County Code, the Sample Contract in the RFP included a provision authorizing the Director, upon proof by the Contractor, to exclude certain ambulance runs (due to factors beyond the Contractor's control) in determining whether a contractor has satisfied the response time requirements in at least 90% of its ambulance transportation runs (Exemptions).

In negotiations between the recommended proposers and the Department as authorized under the terms of the RFP, all recommended contractors, with the exception of AMR, have agreed to the elimination of Exemptions from the Contract to enhance the quality of prehospital care provided to Los Angeles County residents.

IMPACT ON CURRENT SERVICES (OR PROJECT):

Provisions in the current agreements provide for existing Contractors to receive 60 days prior written notice of termination by County. In addition, provisions in the new agreements require

Contractors to give first consideration for hiring to qualified and permanent employees of other ambulance service providers who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement.

The recommended agreements will ensure that 9-1-1 emergency ambulance transportation services will continue uninterrupted for the residents of Los Angeles County.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

TLG:rw
BLETCD4200.RW

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of supervisors
Emergency Medical Services Agency

SUMMARY OF AGREEMENTS
9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES

1. TYPE OF SERVICE:

   9-1-1 emergency ambulance transportation services at the basic life support level, i.e., ambulance transport vehicles staffed with at least Emergency Medical Technician-I personnel.

2. CONTRACTOR ADDRESSES AND CONTACT PERSONS:

   County/Private Provider

   a) American Medical Response of Southern California
      20101 Hamilton Avenue, Suite 300
      Torrance, California 90502-1319
      Attention: Lawrence Monson, Vice President, Administration
      Telephone: (310) 851-7000/FAX (310) 851-7023

   b) Care Ambulance Service, Inc.
      1517 Braden Court
      Orange, California 92868-1124
      Attention: Dan Richardson, President
      Telephone: (714) 288-3800/FAX (714) 288-3889

   c) Schaefer Ambulance Service, Inc.
      4627 Beverly Boulevard
      Los Angeles, California 90004
      Attention: James McNeal, Sr., President
      Telephone: (323) 469-1473/FAX (323) 461-6410

   d) Westmed/McCormick Ambulance, Inc.
      5462 2nd Street
      Irwindale, California 91706
      Attention: Thomas Millsap, President
      Telephone: (888) 331-1420/FAX (626) 338-3135

3. TERM:

   Effective upon Board of Supervisors approval of the seven Agreements, and following notice of termination of existing provider agreements, through May 31, 2016.

4. FINANCIAL INFORMATION:

   There is no County subsidy or monetary payment under the 9-1-1 emergency ambulance transportation services agreements.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR PROGRAM MONITORING:

The County's local Emergency Medical Services Agency, i.e., the Department's Emergency Medical Services Division

7. APPROVALS:

Emergency Medical Services Division:	Carol Meyer, Director
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to use and form):	Edward A. Morrissey, Deputy

BLETCD4200.RW

REQUEST FOR PROPOSAL (RFP) FOR EMERGENCY AMBULANCE TRANSPORTATION SERVICES – TIMELINE AND SCORING PROCESS

RFP RELEASE AND INITIAL SCORING

- May 6, 2004 – RFP released by the Department of Health Services (DHS or Department).
- May 26, 2004 – mandatory bidder's conference.
- July 1, 2004 – received 28 proposals, from nine ambulance companies for the seven Exclusive Operating Areas (EOAs).
- Six member evaluation committee:
  - Orange County Emergency Medical Services (EMS) Agency - Expert on ambulance RFP review*
  - Los Angeles City Fire Department - EMS Captain
  - Los Angeles County Fire Department - Battalion Chief**
  - Los Angles County EMS Agency - Assistant Director
  - Los Angeles County EMS Agency - Chief of Ambulance Service
  - Los Angeles County - DHS Audit and Compliance Division
    - * Participated in 1994 Countywide RFP and 2000 RFP for Emergency Ambulance Services in the cities of Hawthorne and Inglewood.
    - ** Participated in 2000 RFP for Emergency Ambulance Services in the cities of Hawthorne and Inglewood.
- Evaluation tool – 16 categories worth 3,000 points.
- July 12-29, 2004 – evaluation and scoring, plus site visits.
- September 23, 2004 – all proposers notified in writing if selected/not selected for one or more of the seven EOAs:
  - Area 1 – American Medical Response Ambulance
  - Area 2 – American Medical Response Ambulance
  - Area 3 – Schaefer Ambulance
  - Area 4 – Westmed/McCormick Ambulance
  - Area 5 – American Medical Response Ambulance
  - Area 6 – Care Ambulance
  - Area 7 – American Medical Response Ambulance

SERVICES CONTRACT SOLICITATION PROTEST POLICY

Department Debriefing Process

- October 12-15, 2004 – Debriefings were held with all proposing ambulance companies by Senior Contract Analyst, Contracts and Grants and Assistant Director, EMS Agency.

Proposed Contractor Selection Review

- October 25, 2004 – Seven of the nine proposing ambulance companies submitted assertions and requested a Proposed Contractor Selection Review (second level):
  - American Medical Response Ambulance
  - Emergency Ambulance Services
  - Hall Ambulance
  - Gerber Ambulance

- Priority One Ambulance
- Schaefer Ambulance
- Westmed/McCormick Ambulance

- November - March, 2005 – Selection Review Panel convened.
- February 17, 2005 – Selection Review Panel and original Evaluation Committee met jointly to review and approve review panel's responses to assertions.

- March 9, 2005 – All proposers notified in writing of the Evaluation Committee's revised recommendation of contractor(s) for one or more of the seven EOAs:
  - Area 1 – American Medical Response
  - Area 2 – American Medical Response
  - Area 3 – Schaefer Ambulance
  - Area 4 – Westmed/McCormick Ambulance
  - Area 5 – American Medical Response
  - Area 6 – Care Ambulance
  - Area 7 – Westmed/McCormick Ambulance (previously AMR recommended).

County Review Panel Process

- March 2005 – Department received two proposer's requests for the County Review Panel (CRP), as per the Countywide Services Contract Solicitation Protest Policy (third level).
- May 11, 2005 – CRP convened in response to the request by American Medical Response Ambulance.
- June 29, 2005 – CRP convened in response to the request by Priority One Ambulance.
- July 11, 2005 – Release of CRP recommendations from American Medical Response Ambulance review to the Department.
- August 29, 2005 – Release of CRP recommendations from the Priority One Ambulance review to the Department.
- September – December, 2005 –Department reviewed the recommendations of the CRP and rescored specific sections of the proposals (i.e., Response Time Performance, Response Time Averages, Ability to Carry Costs, Policy and Procedures Manual, Alternate Proposal, and Records).

RFP FOR EMERGENCY AMBULANCE SERVICES COUNTY-WIDE SERVICES CONTRACT SOLICITATION PROTEST POLICY FINAL PROTEST

Department Response to County Review Panel Recommendations

Two proposers, American Medical Response (AMR) and Priority One Medical Transport (POMT), requested review of the solicitation process by the County Review Panel (CRP). The CRP is the final level of review, as defined by and in compliance with the protest policy. The CRP convened to hear AMR's assertions on May, 11, 2005 and POMT's assertions on June 29, 2005.

AMR

Based on AMR's assertions, the CRP recommended that DHS re-score certain parts of AMR's proposal. DHS accepted the following recommendations:

1. DHS re-scored all proposals and took into account the anticipated cost to operate the service area bid by the proposer when calculating the ability of a proposer to carry its operating costs for 180 days.

   As background, this criteria was intended to measure the ability of a proposer to continue business operations through the average billing cycle for ambulance services. As per the terms of the RFP, the ability to carry operating costs for 180 days included "all operating costs associated with the exclusive operating area". Accordingly, DHS re-scored this section and took into account the anticipated costs for the service area as well as the operating costs for the proposer. To ensure that there was no "double counting", DHS took the additional step of asking all existing providers, including AMR, to provide data on the existing costs in the anticipated service areas. DHS then deducted this cost in its calculation from the proposer's financial data before adding the proposer's anticipated costs.

2. DHS allowed AMR to submit data for any urban area within Los Angeles County in order to measure ambulance response time performance.

   As background, when calculating the critical measure of performance of ambulance response time (*i.e.*, the time it takes for an ambulance, when dispatched, to arrive on the scene of an emergency call – a critical component of favorable patient clinical outcomes) it was noted by the DHS evaluation committee that the data for AMR would be too voluminous as it operated in excess of the 75% of Los Angeles County's service area, and beyond that, is the largest ambulance provider in the United States. As such, the committee selected an area of the County operated by AMR to analyze based on the committee's belief that such area was a fair representation of urban Los Angeles County.

   Based on the CRP's recommendation, DHS accepted AMR's submission of data from an area of Los Angeles County selected by AMR and adjusted its score accordingly.

3. DHS re-scored the section in the proposal where an ambulance provider could submit an alternative proposal to provide services outside certain parameters of the RFP.

   As background, the DHS evaluation committee gave each proposal a passing score so long as it provided an alternative bid or a statement attesting to the fact that the proposer had elected not to submit any alternative bid.

   Based on the CRP's recommendation, DHS assigned a score to each proposal based on the benefits attributable to the County of each of the proposer's alternative bids.

However, DHS did not follow the following recommendations of the CRP.

1. DHS should use a larger sample size of more than one month's worth of data to measure response time performance.

   Based on its collective prehospital experience, the DHS evaluation committee elected to evaluate one month of response time data for all proposers. This discrete set of data enabled DHS to compare all providers against each other - with a manageable amount of

data for an identical period of time. It should also be noted that the terms of the RFP do not restrict DHS from taking such a sampling for the purposes of evaluating all proposers uniformly and ensuring that a manageable amount was taken into consideration.

2. DHS, in calculating ambulance response time performance, should not consider AMR's runs exceeding the 8 minute 59 second response time requirement where the failure to comply with this requirement is due to certain extenuating circumstances.

   As background, the existing contract with AMR allows for certain exemptions when determining whether AMR has met the response time requirement in 90% of its ambulance runs. These exemptions are subject to review and approval by DHS as part of its contract auditing process.

   In letting out this RFP, DHS believes that previous contract performance is not the primary concern, and that the overriding concern is patient safety and service. DHS believes that response time performance is a primary indicator of ambulance company performance (The accepted national standard in an urban setting – 8 minutes 0 seconds – is derived from American Heart Association studies demonstrating improved patient outcomes when defibrillation and emergency equipment arrives at the patient's side within 8 minutes). In particular, DHS believes that response time performance should be measured without taking into account any contract exemptions. That is because an ambulance company should adapt to extenuating conditions through ongoing quality improvement, system status management, and system status planning – rather than relying on contract exemptions – to meet response time requirements. Moreover, it should be noted that DHS received response time data from providers operating from four different jurisdictions. Based on analysis of different county ordinances, the jurisdictions vary in the types of acceptable exemptions. Each jurisdiction may also vary on how exemptions are monitored and ultimately approved. For these reasons, DHS believes that if exemptions are taken into account when analyzing response times, the resulting data would be unreliable and could not be used with any confidence in measuring accurately the providers' performance. As such, all proposals were uniformly evaluated without taking into account contract exemptions. Finally, the terms of the RFP do not prohibit DHS from this methodology of evaluating response time performance.

Priority One

Based on POMT's assertions, the CRP recommended that DHS re-score certain parts of POMT's proposal. DHS accepted the following recommendations:

1. DHS re-scored the policy and procedures and records sections of all proposals.

   As set forth in the discussion for AMR above, the policy and procedures section of all proposals was re-evaluated with changes made to the scoring accordingly. DHS reviewed the records section for all proposals and the scoring remained unchanged.

2. DHS re-scored the financial section evaluating a company's ability to carry its operating costs for 180 days and reviewed POMT's proposal for additional lines of credit not already considered by the DHS evaluation committee.

data for an identical period of time. It should also be noted that the terms of the RFP do not restrict DHS from taking such a sampling for the purposes of evaluating all proposers uniformly and ensuring that a manageable amount was taken into consideration.

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Based on POMT's assertions, the CRP recommended that DHS re-score certain parts of POMT's proposal. DHS accepted the following recommendations:

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   As set forth in the discussion for AMR above, the policy and procedures section of all proposals was re-evaluated with changes made to the scoring accordingly. DHS reviewed the records section for all proposals and the scoring remained unchanged.

2. DHS re-scored the financial section evaluating a company's ability to carry its operating costs for 180 days and reviewed POMT's proposal for additional lines of credit not already considered by the DHS evaluation committee.

set forth in the discussion for AMR above, the evaluation of all proposals of the ability to carry operating costs for 180 days was re-scored. At the request of POMT and the recommendation of the CRP, DHS reviewed POMT's proposal and found no evidence of any further line of credit nor already considered by the evaluation committee.

Final Proposer Recommendations

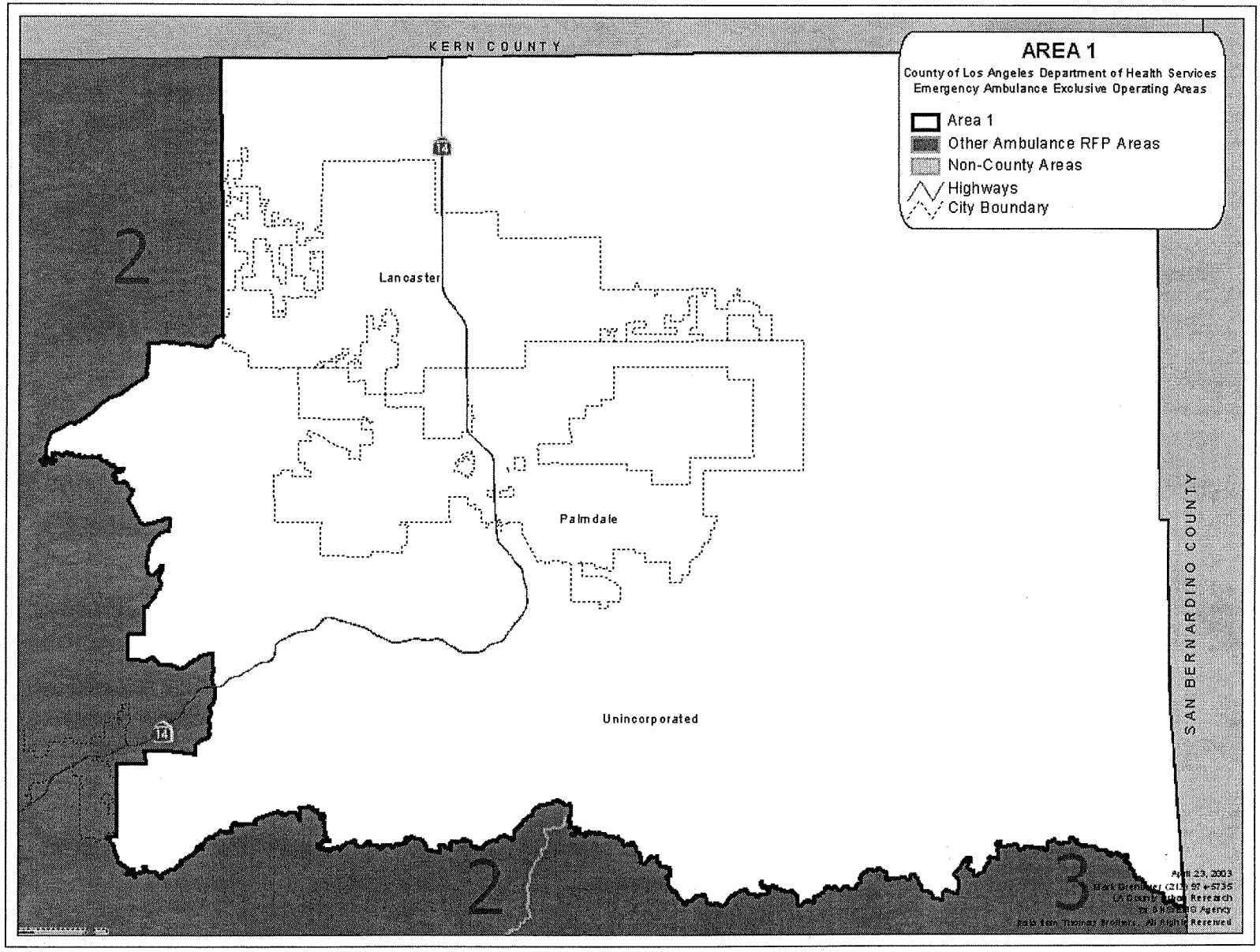
- Contract negotiations with the recommended proposers continued throughout the process.
- December 13, 2005 – Department request for Board approval to extend current Emergency Ambulance Transportation Contracts for six months, a month-to-month basis, with a sixty day notice of termination.
- Final Recommendations:
  - Area 1 – American Medical Response
  - Area 2 – American Medical Response
  - Area 3 – Schaefer Ambulance
  - Area 4 – Westmed/McCormick Ambulance
  - Area 5 – American Medical Response
  - Area 6 – Care Ambulance
  - Area 7 – Westmed/McCormick Ambulance

The Department has conducted a diligent RFP process and made every attempt to ensure a fair and open process.

ATTACHMENT C

EXCLUSIVE OPERATING AREA 1

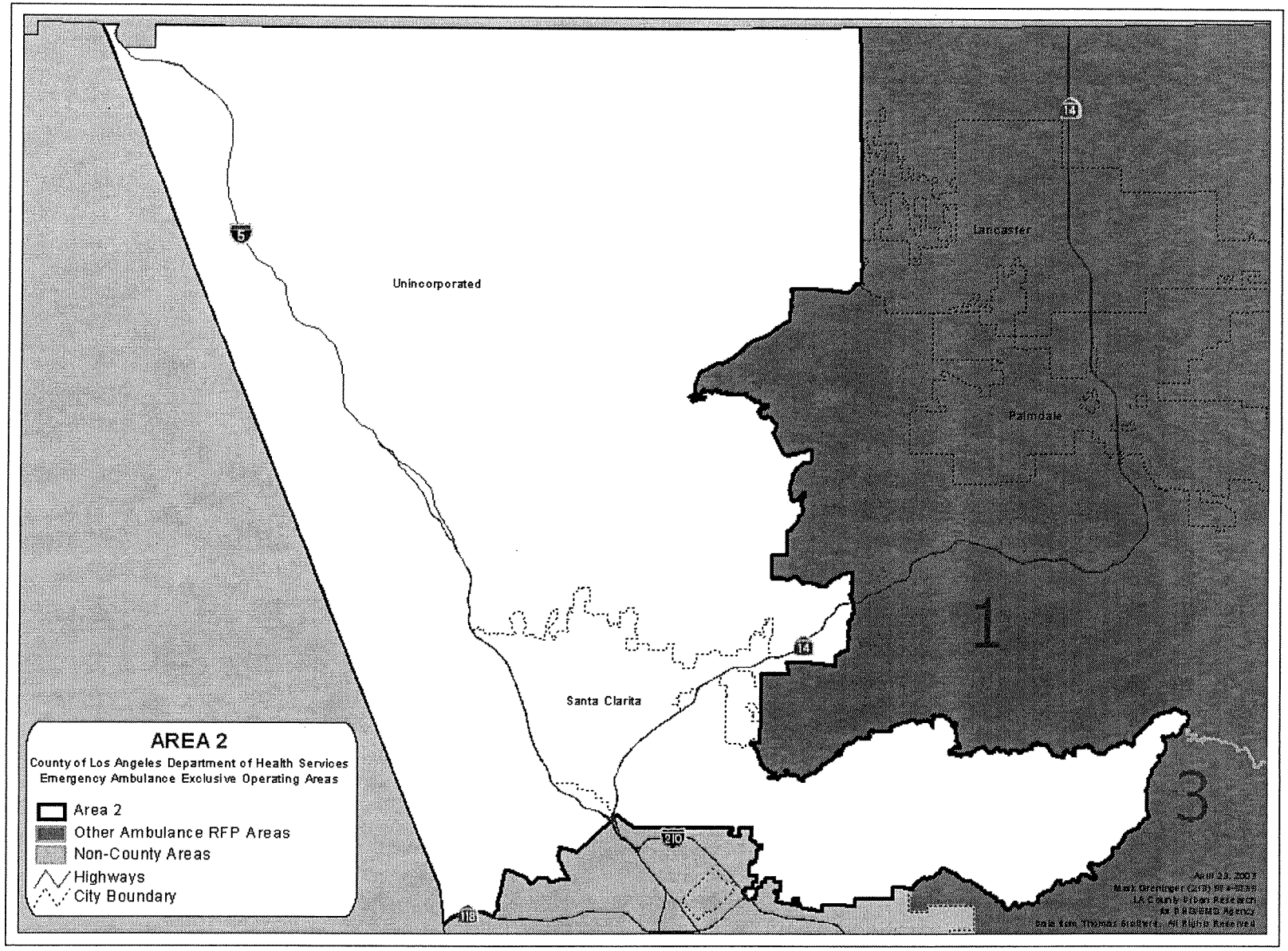
2 CITIES
Lancaster
Palmdale



ATTACHMENT C

EXCLUSIVE OPERATING AREA 2

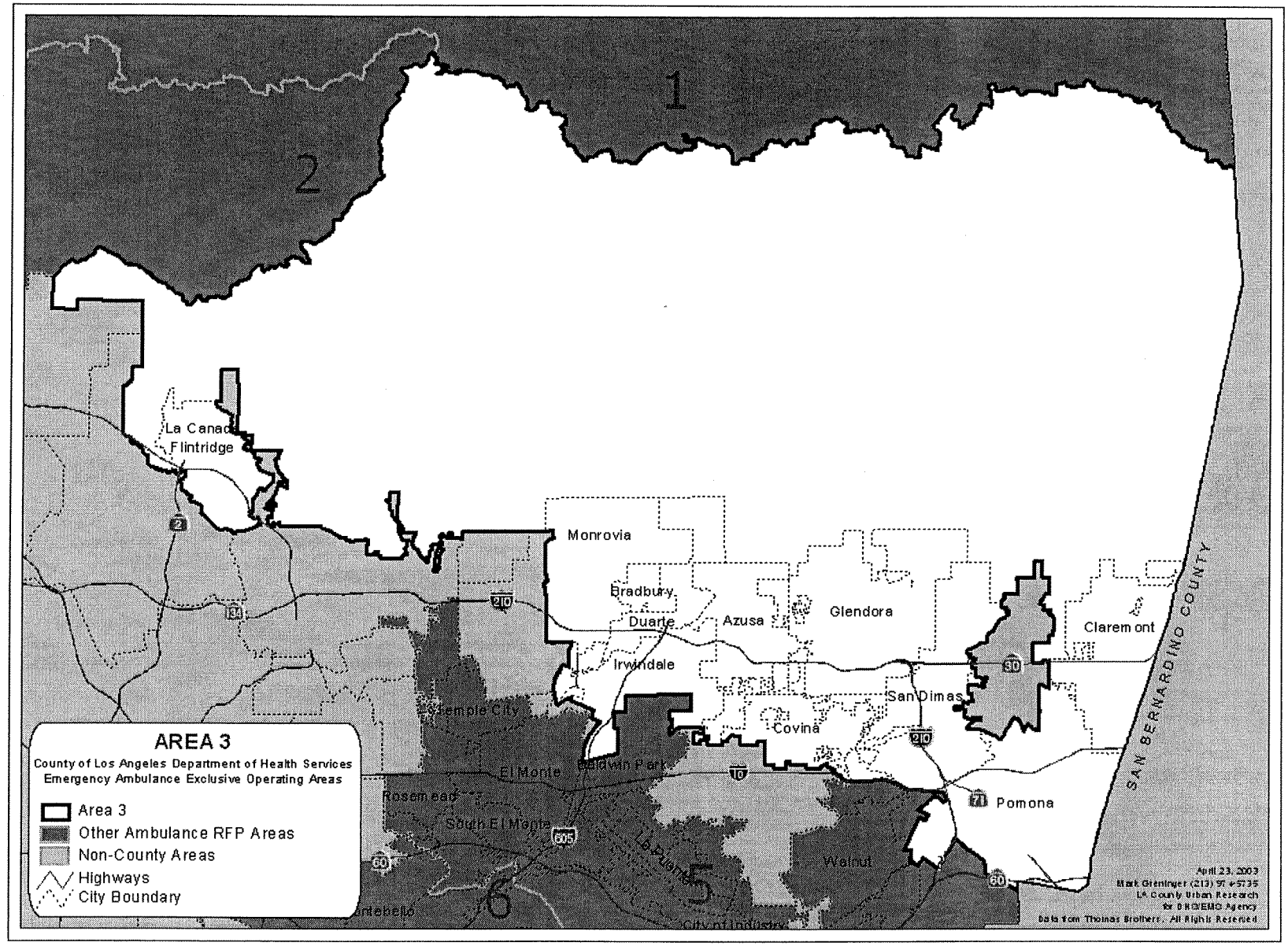
1 CITY
City of Santa Clarita



ATTACHMENT C

EXCLUSIVE OPERATING AREA 3

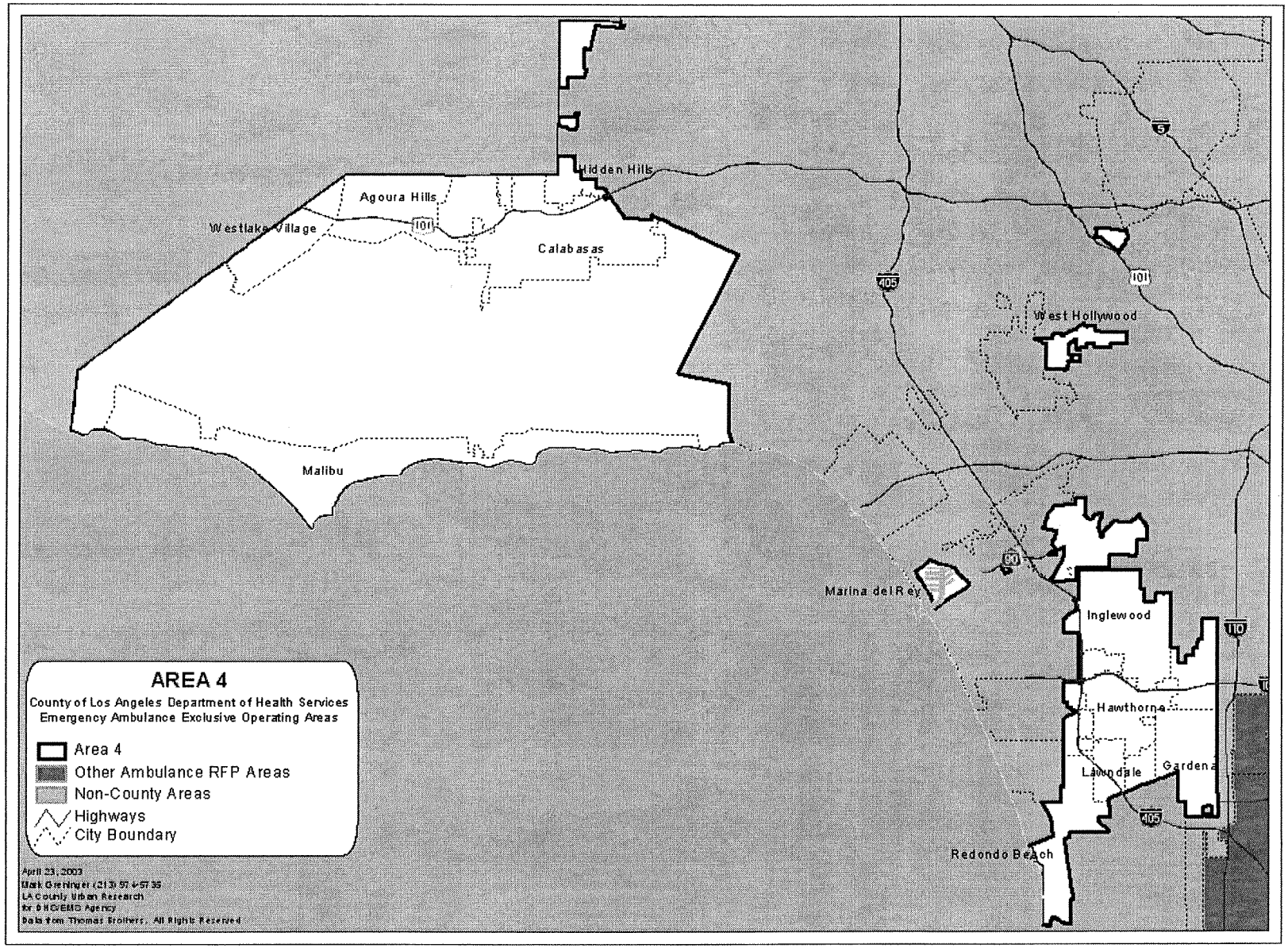
11 CITIES
Azusa
Bradbury
Claremont
Covina
Duarte
Glendora
Irwindale
La Canada
-Flintridge
Monrovia
Pomona
San Dimas



ATTACHMENT C

EXCLUSIVE OPERATING AREA 4

11 CITIES
Agoura Hills
Calabasas
Gardena
Hawthorne
Hidden Hills
Inglewood
Lawndale
Malibu
Redondo Beach
West Hollywood
Westlake Village

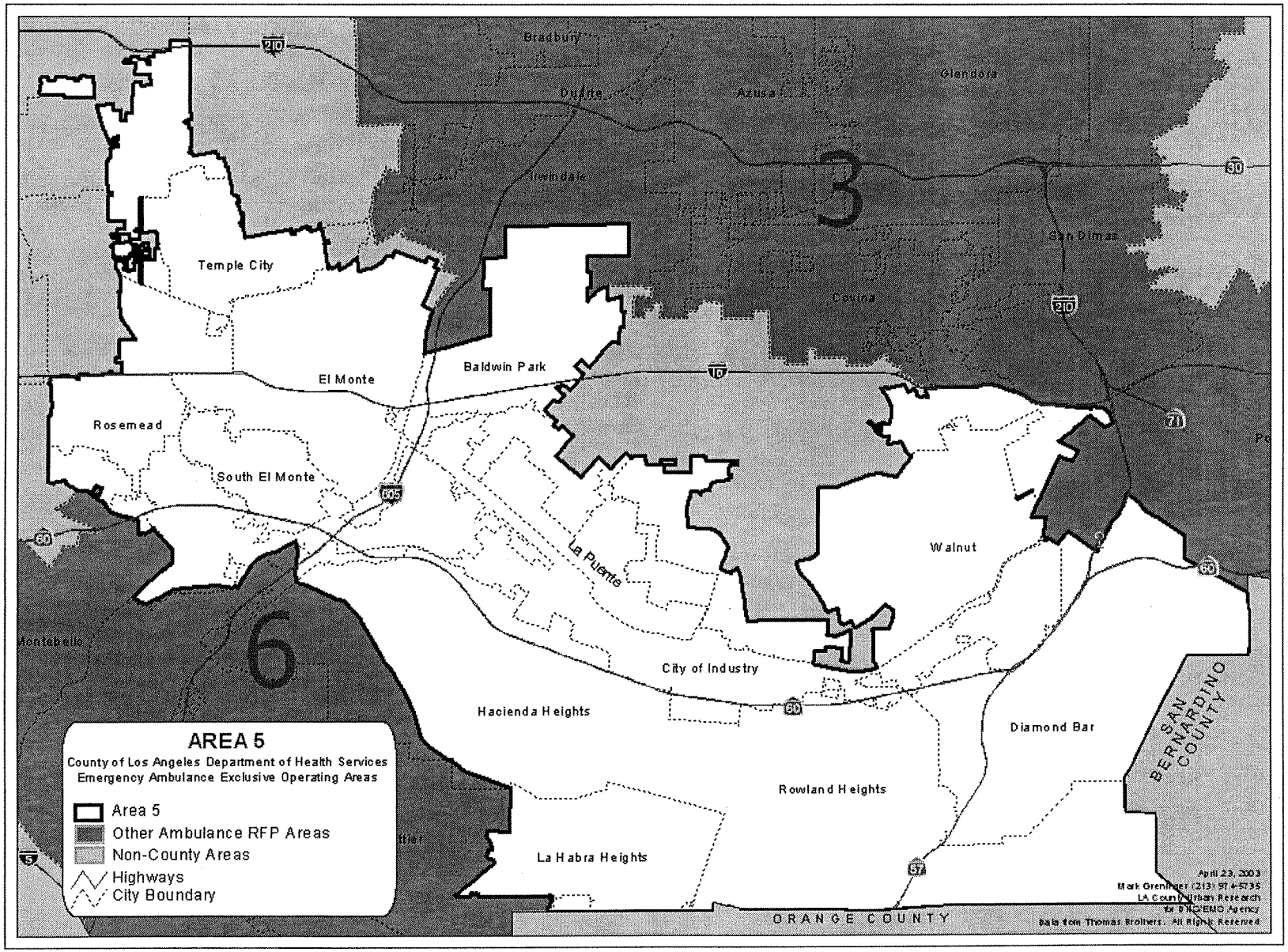


ATTACHMENT C

EXCLUSIVE OPERATING AREA 5

10 CITIES
Baldwin Park
Diamond Bar
El Monte
Industry *
La Habra Heights
La Puente
Rosemead
South El Monte
Temple City
Walnut

*Partial City

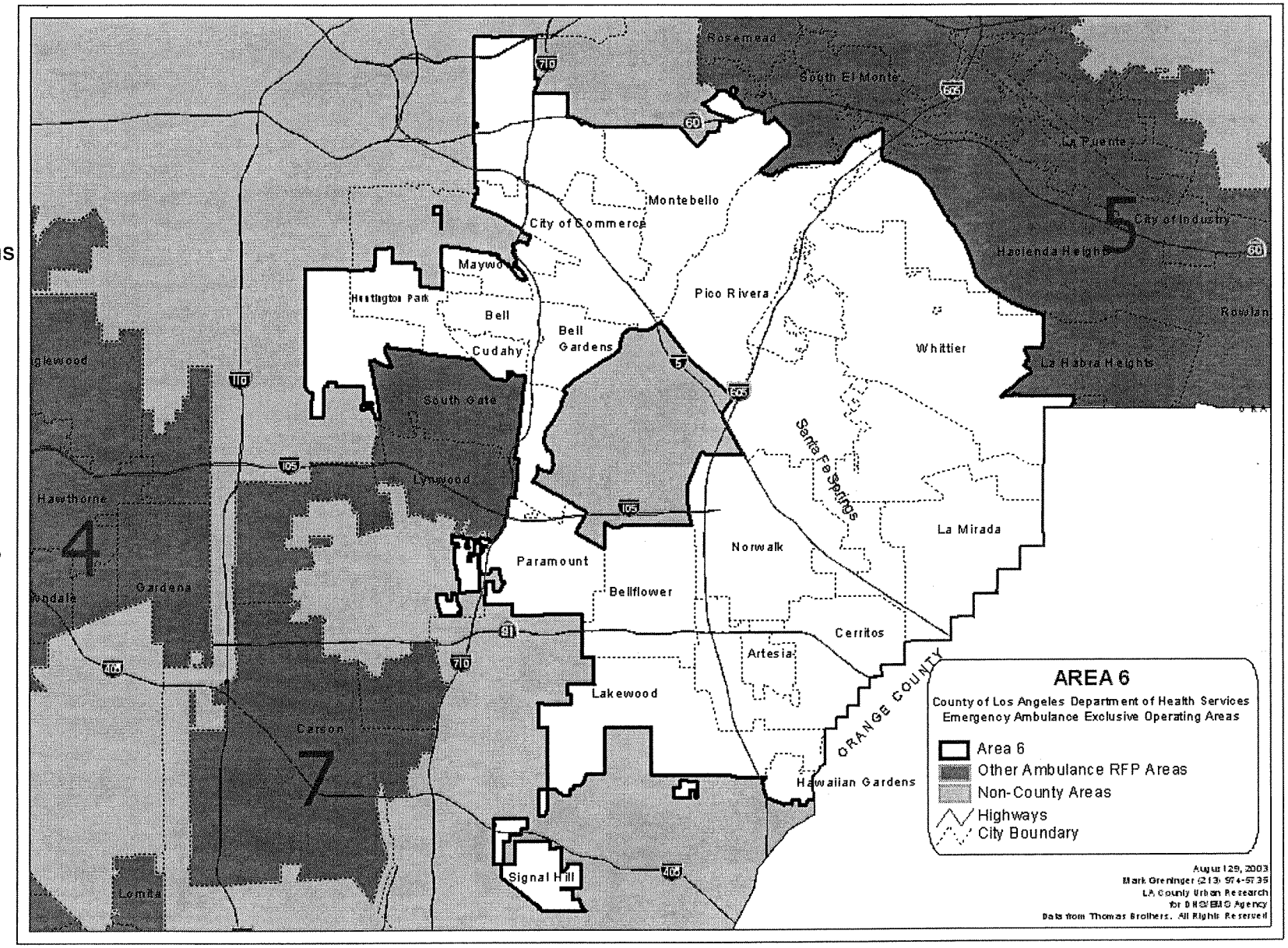


ATTACHMENT C

EXCLUSIVE OPERATING AREA 6

21 CITIES
Artesia
Bell
Bell Gardens
Bellflower
Cerritos
Commerce
Cudahy
Hawaiian Gardens
Huntington Park
Industry *
La Mirada
Lakewood
Maywood
Montebello
Norwalk
Paramount
Pico Rivera
Santa Fe Springs
Signal Hill
South Gate *
Whittier

* Partial Cities



ATTACHMENT C

EXCLUSIVE OPERATING AREA 7

8 CITIES
Carson
Lomita
Lynwood
Palos Verde Estates
Rancho Palos Verdes
Rolling Hills
Rolling Hills Estates
South Gate *

*Partial City

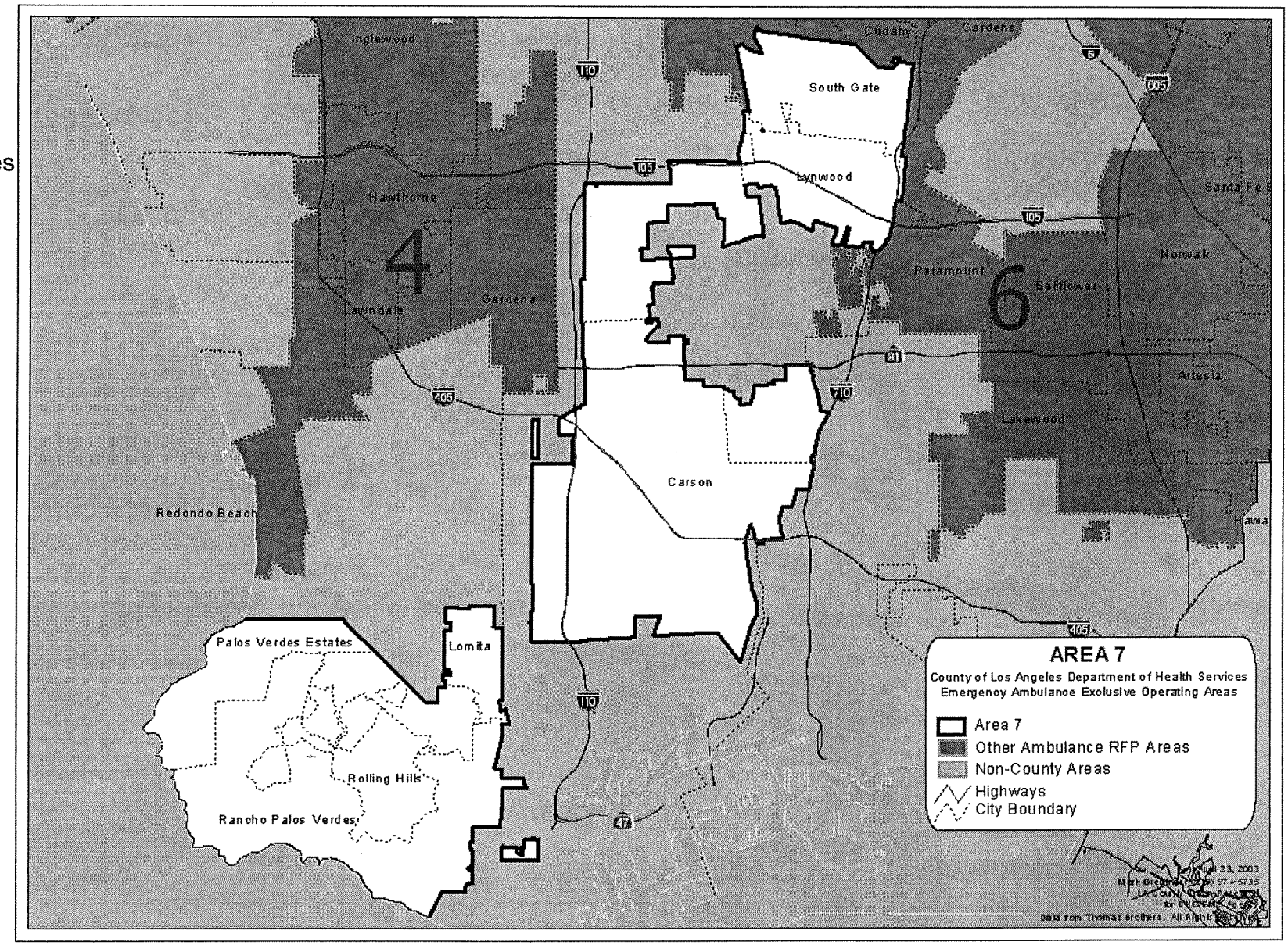


EXHIBIT I

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN MEDICAL RESPONSE
OF SOUTHERN CALIFORNIA

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA (hereafter "Contractor").

Business Address:
20101 Hamilton Avenue, Suite 300
Torrance, California 90502-1319

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension

shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area __1__. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as

the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating areas hereunder are described in Exhibit "C", attached hereto and incorporated herein by reference. The parties acknowledge that the Wrightwood Area of Los Angeles County, as described in Agreement No. 35661, between County of Los Angeles and San Bernardino County, is excluded from the Contractor's exclusive emergency ambulance operating areas.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as

the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all

ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including,

but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly

authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director, or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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"

[defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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 Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each

such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department

of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

E. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond payable to County upon demand in an amount not less than Five Hundred Thousand

Dollars ($500,000) and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to County upon demand in an amount not less than Five Hundred Thousand Dollars ($500,000). Such CD or LOC shall comply with minimum criteria and standards established by County and be maintained throughout the term of Agreement.

Evidence of one of the above forms of Performance Security shall be provided to County's Department of Health Services, Contracts and Grants Division, prior to the effective date of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the

subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 20101 Hamilton Avenue, Suite 300, Torrance, California 90502-1319. Contractor's primary business telephone number is (310) 851-7000 and facsimile/FAX number is (310) 851-7009. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1)

member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement (QI) program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE ADVISORY BOARD Paragraph 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

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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1.	Department of Health Services Emergency Medical Services Division 5555 Ferguson Drive, Suite 220 Commerce, California 90022
Attention:	Division Chief
To County: 2.	Department of Health Services Contracts and Grants Division 313 North Figueroa Street 6th Floor-East Los Angeles, California 90012
Attention:	Division Chief
To Contractor:	American Medical Response of Southern California 20101 Hamilton Avenue, Suite 300 Torrance, California 90502-1319
Attention:	Lawrence Monson, Vice President Administration

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice

purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

29. CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE SERVICE PROVIDERS EMPLOYEES FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other ambulance service providers of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Subject to paragraphs 5 and 6, in the Additional Provisions section of this Agreement, such referred permanent or former employees shall be given consideration of employment 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 for any future employment opening if they meet the minimum qualifications for that opening.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of

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said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA
Contractor

By _____

Lawrence Monson
Print Name

Title: Vice President
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By Carol Meyer
Director, Emergency Medical Services Division

02/13/2006
EXHCD3050.RW

COUNTY LOCAL EMS AGENCY
MONTHLY RESPONSE TIME REPORT

Company: _____

Month of _____, 2006 Area: City of _____

Response Time:

Number of Minutes	Fractile	Number of Calls
0- 8:59	XX%	XX
9-15	XX%	XX
16-20	XX%	XX
21-25	XX%	XX
26-30	XX%	XX
30+	XX%	XX

Count:

Total responses, including dry runs	XX
0-8:59 minutes (without exemptions)	XX
0-8:59 minutes (with exemptions)	XX

Percentages:

0-8:59 minutes (without exemptions)	XX%
0-8:59 minutes (with exemptions)	XX%
Responses greater than 8:59 minutes (non-exempt)	XX%
Compliance percentage	XX%

Exemption requests:

Identify each exemption request/reason. Each call must contain the following information:

Time call received
Time call dispatched
Time unit enroute
Time unit notified dispatch of exempt condition
Time unit arrived at scene or cancelled
Total response time

Response greater than 8:59 minutes (non-exempt):

Summarize each response greater than 8:59 minutes by category.

List actions taken to eliminate response time performance greater than contract mandates.

Calls in operating areas considered rural shall be identified on separate reports using the above format.

Calls in operating areas considered wilderness shall be identified on separate reports using the above format and shall identify the number of calls and minutes for each response.

_____ _____

Signature of Preparer Date

02/13/2006
EXHCD3050.RW

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

EMERGENCY MEDICAL SERVICES DIVISION

AMBULANCE SERVICES

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02/08/2006
ADPROCD3051.RW

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
EMERGENCY MEDICAL SERVICES DIVISION
AMBULANCE SERVICES

1. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of a patient's sexual orientation. For the purpose of this 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 any 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 requirement or condition 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, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a

complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division.

2. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal American with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group orientation, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws. Such action shall include, but shall not to limited to the following: 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. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provision of this Paragraph.

F. If County finds that any of the provisions this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While 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 that Contractor has violated Federal or State anti-

discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

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

3. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

4. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

5. COUNTY EMPLOYEES: To the degree permitted by Contractor's agreements with its collective Bargaining Units, Contractor shall give the right of refusal for its employment openings to qualified County employees who are laid-off or who leave County employment in lieu of reduction under Civil Service Rule 19 and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement as well as to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any County employee who made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by Civil Service Rule 19 and who are employed by Contractor shall not be discharged during the term of the Agreement except for cause, subject to Contractor's personnel policies and procedures, and agreement(s) with its Collective Bargaining Units.

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.

6. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES GREATER AVENUES FOR INDEPENDENCE PROGRAM PARTICIPANTS FOR EMPLOYMENT: 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 Program Participants for Employment ("GAIN") program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

7. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his or her physical or mental performance.

8. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to the services hereunder. In no event, however, County may require such reports unless Director has provided Contractor with at least thirty (30) calendar days prior written notification thereof. Director shall provide Contractor with a written explanation of the procedures for reporting the required information.

9. CONFIDENTIALITY: Contractor shall not release or disclose information or records of any patient receiving services hereunder to third parties without the prior written consent of the patient or his/her lawful representative or unless otherwise authorized by law. In addition, Contractor shall notify County, in writing, in the event of any such request by third parties. Contractor shall inform all its officers, employees, and agents providing services hereunder of these confidentiality provisions. Contractor agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State and Federal laws relating to confidentiality.

Notwithstanding the aforementioned provisions of this Paragraph, authorized representatives of Director, County's Auditor-Controller, or the Federal and State governments shall have the right to request and receive access to all Contractor records in order to administer, monitor, and audit Contractor's performance under this Agreement.

10. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance (including the performance of any party providing services on behalf of Contractor) under this Agreement as may be required from time to time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to,

assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies or actions which Director determines are severe or continuing and that may place the performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures to be taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

11. RESTRICTIONS ON LOBBYING:

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

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which County may, among other things, immediately terminate or suspend this Agreement.

12. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (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 such provisions by its employees. Regarding inquiries received from patients or others for attorney referrals, Contractor shall utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

13. CONFLICT OF INTEREST:

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

B. 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 which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and a complete description of all relevant circumstances.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance of services hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents of such State or local laws, ordinances, regulations, rules, guidelines, or directives.

15. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations and certificates required by law for the operation of its business and for the provision of services hereunder. Contractor 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.

16. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that its facilities which are utilized for services hereunder are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

17. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right 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 County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to the 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.

Contractor shall immediately report any attempt by a County officer, employee, or agent, 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 Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

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

19. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services, shall make the determination to solicit bids or request proposals in accordance with applicable County and Department of Health Services policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract 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 Withholdings Orders or CSSD 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).

21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default

within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraphs 21 and 22 of this Agreement, "TERMINATION FOR INSOLVENCY AND DEFAULT" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

22. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

23. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor hereby agrees and consents to submit 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 by Contractor, on Contractor's behalf, or on the behalf of any subcontractor arising from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the Courts of the State of California located in Los Angeles County, California.

24. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of 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 remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

25. SEVERABILITY: 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.

26. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members 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, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

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

27. 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 1015.

28. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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.

B. 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 not to exceed five (5) years but may exceed five (5) years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. 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.

D. 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.

E. 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.

F. 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 Hearing Board.

G. 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.

H. 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.

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.

I. These terms shall also apply to subcontractors of County Contractors."

29. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

30. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA").

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, and the use of appropriate consents and authorizations specified under HIPAA.

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.

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 LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

31. COMPLIANCE WITH THE COUNTY'S 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. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 (5) 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 Paragraph, and/or as is defined and used in the Los Angeles County Code as described hereinabove: "Contractor" means a person, partnership, corporation or other entity, that has a contract with the County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" means any California resident who is a full-time employee of Contractor; and "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 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 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 the County under the Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this 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 on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County 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. The County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "D" (County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form) is a required form to be completed by the Contractor.

D. Contractor's violation of this Paragraph 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 Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent

position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. 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 "E" of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

02/08/2006
ADPRCD3051.RW

EXHIBIT "A"

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL AND SPECIAL SERVICE
REQUIREMENTS FOR CONTRACTOR

1. GENERAL SERVICE REQUIREMENTS: Requirements set forth in this Exhibit shall apply to emergency ambulance transportation services provided hereunder to the County of Los Angeles.

2. DEFINITIONS: The following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Agreement:

A. Ambulance: Any motor vehicle licensed as an ambulance by the California Highway Patrol to respond to emergency calls.

B. 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.

C. Backup Services or Mutual Aid 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. Note, requests for and the use of backup services by Contractor and its subcontractor(s) are not to exceed more than ten percent (10%) of the total amount of Agreement services or total calls received monthly for emergency ambulance transportation service in each exclusive operating area.

In addition, a party providing backup or mutual aid services within Contractor's exclusive operating area, at the request of Contractor, its

subcontractor, or an authorized 9-1-1 communications center, shall have the exclusive right to bill the patient or third party payer the appropriate fee or fees for authorized emergency ambulance transportation services performed, if permitted by the BILLING AND PAYMENT Paragraph of the Agreement body. If Contractor or its subcontractor requests backup or mutual aid, the backup or mutual aid provider will in no way be entitled to any payment from County or from a city agency for services.

D. Basic Life Support ("BLS"): As defined in California Health and Safety Code section 1797.60.

E. Critical Care Transport ("CCT") or Critical Care Transport Provider: Any transport or person who transports a patient from one health care facility, trauma center, or acute care facility to another where the skill level required in the care of that patient during transport exceeds the basic life support, Emergency Medical Technician-I level and scope of training.

F. Direct Dispatch: The digital communications link between the County Fire's computer dispatching system and the Contractor's communications center, with telephone or voice radio as backup.

G. Dry Run: The response by Contractor or subcontractor to a request for emergency ambulance transportation services in which, through no fault of the Contractor, no patient is transported.

H. Emergency: 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 Emergency Medical Services ("EMS") Agency.

I. Emergency Call: A call to 9-1-1 requesting an immediate response by an ambulance unit to the site of a medical emergency (whether actual or potential). An emergency call shall include both Code 3 (red lights and siren) and Urgent (Code 2) Response (expeditious response without red lights and siren) calls.

J. Local EMS Agency Director (EMS Director): The administrator of County's Department of Health Services EMS Division.

K. Emergency Medical Technician-I ("EMT-I"): An individual trained in all facets of basic life support according to standards prescribed by the California Health and Safety Code and the California Code of Regulations, and who has a valid EMT-I certificate issued pursuant to said codes.

L. Paramedic: An individual who is a mobile intensive care paramedic, as defined in section 1797.84 of the California Health and Safety Code, and whose scope of practice to provide advanced life support is according to standards prescribed by the California Health and Safety Code and the California Code of Regulations, and who has a valid paramedic license issued pursuant to said codes.

M. Local EMS Agency: The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated by the county's board of supervisors. The local EMS

Agency for the County of Los Angeles is the County Department of Health Services.

N. Patient: "Patient" means 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.

O. Response Time: Ambulance response time is defined as the interval of time, between the moment the three basic items of dispatch information have been obtained by a contract provider's dispatcher, (i.e., call back number, location, chief complaint), to the moment the first ambulance arrives at the scene. (Under the County's 9-1-1 communications system, dispatch data will be digitally transmitted by radio to the Contractor or verbally via telephone or voice radio and Contractor shall acknowledge the County's 9-1-1 dispatcher, within one (1) minute, that the Contractor's dispatcher received the 9-1-1 dispatch information; under this system, the response time clock will begin the moment the three (3) dispatch items of information are transmitted by the County's 9-1-1 dispatcher to the Contractor's dispatcher by screen printout or verbal instruction.)

Ambulance response time is nothing other than the interval between when the Contractor's ambulance dispatcher first knew enough to initiate an emergency response and the time a fully equipped and staffed emergency ambulance arrived at the scene.

P. Response Time Exemption: A response time exemption is defined as an exemption for a response that was received, dispatched, and the unit was enroute within two (2) minutes or less, but due to circumstances beyond the

control of the Contractor, the response to scene was delayed beyond the mandated response time.

If Contractor believes that a response or group of responses, other than those conditions listed above, should be exempt from response time standards due to unusual circumstances beyond Contractor's reasonable control, Contractor may request, in writing, that these responses be exempted from response time performance calculations for the month of occurrence. If the EMS Agency concurs that the circumstances are reasonable to allow such exemption(s), the EMS Agency may allow such exemption(s) in calculating overall response time for the month of occurrence. All such requests and approvals and/or denials shall be in writing.

Q. Shifts: The work period for emergency transportation personnel. Contractor or its subcontractor(s) are expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent that might impair judgement or motor skills.

R. Stat. ("Code 3") Emergency Response: A response to a call for emergency ambulance transportation services 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. Response times by Contractor to Code 3 requests should not

exceed a maximum of eight minutes fifty nine seconds (8:59) in ninety percent (90%) of Contractor's responses to Code 3 emergency transportation services in urban areas, and as further defined under Paragraph 3.D. of Exhibit "A", for each exclusive operating area. If it has been established that a patient's condition is not life threatening, or does not meet one of the other accepted standards for Code 3 response, the response shall be downgraded and red lights and siren shall not be used.

S. Urgent (Code 2) Response: A response to a call for transportation services in which a patient is to be urgently picked up and transported without use of red lights and siren. Urgent (Code 2) Response is used when transporting a non-life threatening yet seriously injured or suffering patient.

3. SERVICES:

A. Contractor and its approved subcontractor(s) will provide emergency ambulance transportation services, at least at the Basic Life Support ("BLS") level, to all 9-1-1 calls for service. Contractor and its approved subcontractor(s) shall immediately notify the authorized 9-1-1 communications center when calls are received directly from other agencies or the general public for emergency ambulance transportation services within Contractor's exclusive operating area.

B. Contractor and its approved subcontractor(s) will provide emergency ambulance transportation services twenty-four (24) hours per day, seven (7) days per week, including holidays. Contractor's and its approved subcontractor(s)' dispatch offices shall be able to communicate and take directions from an authorized 9-1-1 communications center at all times.

C. Contractor and its approved subcontractor(s) are to respond to one hundred percent (100%) of all 9-1-1 calls for emergency ambulance transportation services, as directed by authorized 9-1-1 communications centers. In meeting this requirement, response by Contractor or its approved subcontractor(s) shall include coverage by backup or mutual aid ambulance providers, licensed by the County of Los Angeles, when Contractor and its approved subcontractor(s) are unable to respond with their own ambulance units. However, Contractor and its approved subcontractor(s) will be required to respond with their own ambulance units on no less than ninety percent (90%) of all calls for emergency ambulance transportation service in each exclusive operating area. Neither Contractor nor its approved subcontractor(s) may dispatch a unit on any 9-1-1 emergency call except as directed and authorized by an authorized 9-1-1 communications center, and except as provided herein.

D. For purposes of this Agreement, Contractor and its subcontractor(s) together shall respond to at least ninety percent (90%) of Code 3 calls during any calendar month within the maximum eight minute fifty nine seconds (8:59) response time limitation for urban areas or as required in County Code (Section 7.16.050). An urban area is defined as a census tract with a population density of 100 or more persons per square mile.

In addition, when backup or mutual aid services are provided at the request of Contractor, or one of its subcontractor(s), Contractor or its subcontractor(s) shall assure that the backup or mutual aid provider responds to at least ninety percent (90%) of the Contractor's or subcontractor(s)' Code 3 calls for

emergency ambulance transportation service within the maximum eight minute fifty nine seconds (8:59) response time limitation for urban areas.

The parties agree that responses delayed by events beyond the control of Contractor and its subcontractor(s) (e.g., adverse weather conditions, traffic gridlock, landslides, road construction, and train crossing) shall not be counted against the ninety percent (90%) requirement, provided such events are properly documented by Contractor or its subcontractor(s) and confirmed by Director pursuant to County Code section 7.16.345, and according to the County's local EMS agency monthly response time report procedures. The calculation of the ninety percent (90%) requirement shall be made on a calendar month basis.

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.

E. Contractor and its subcontractor(s) are to arrange for County licensed backups or mutual aid providers, who will perform Contractor's duties within Contractor's exclusive operating area when Contractor and its subcontractor(s) has insufficient ambulance units available for emergency services, or is unable to respond in a proper response time. Contractor shall immediately inform the authorized 9-1-1 communications center and EMS Director when Contractor or its subcontractor(s) does not have ambulance units available to respond in a timely manner to a request for emergency ambulance transportation services

within Contractor's exclusive operating area, along with the company name of the backup provider to be used to provide service on Contractor's behalf, the backup provider's estimated time of arrival ("ETA") to the emergency, and if such ETA is expected to be delayed.

F. Within reasonable limits, Contractor and its approved subcontractor(s) agrees to provide backup or mutual aid emergency ambulance transportation services when requested by an authorized 9-1-1 communications center or by County contract providers from neighboring areas.

G. Contractor and its approved subcontractor(s) shall respond to any major emergency or disaster (e.g., multi-catastrophe or multi-incident emergencies) that may take place within Los Angeles County or adjacent counties, when requested by Director, or County's 9-1-1 dispatcher, or by an authorized 9-1-1 communications center, and shall participate in all Countywide emergency disaster drills and follow the Standardized Emergency Management System - Incident Command System, when requested by Director.

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

H. Contractor, in cooperation with other County contract Participants under the Program, shall, upon request of Director, service or assist in servicing for a period of up to one hundred eighty (180) calendar days: 1) any other

exclusive operating area for which that area's County operator emergency ambulance transportation agreement has been suspended or terminated, with such assistance provided at the level of service required by such other agreement; or 2) any geographic area of Los Angeles County not covered by this Agreement or other Program agreement which Director requests to be added to Contractor's exclusive operating area, with such assistance provided at the level of service required by this Agreement.

If County has paid other operator(s) for services in the geographical area immediately prior to the provision by Contractor of services in the area, the same payment structure shall be used to pay Contractor for its services there. If Contractor is one of two or more operators chosen to serve the area, a prorated payment shall be paid Contractor based on the number of transports provided by the operators during the period and the prior payment structure for that area.

Nothing herein is intended to diminish Contractor's separate legal responsibility to respond to requests or calls from 9-1-1 dispatchers or Director for emergency ambulance transportation service with available staff and vehicles.

I. Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards, and shall comply with the protocols for patient transportation and treatment as issued by the local EMS Agency.

J. Contractor agrees, in the provision by it of emergency ambulance transportation services, to adhere to the legal and professional requirements and

standards relative to ambulance operations and personnel performance standards contained in the following:

(1) The Los Angeles County Code.

(2) The Los Angeles County Prehospital Care Policy Manual.

(3) The California Vehicle Code.

(4) The California Health and Safety Code.

(5) The California Highway Patrol Ambulance Driver's Handbook.

(6) Title 13 of the California Code of Regulations.

(7) Title 22 of the California Code of Regulations.

(8) California Business and Professions Code.

(9) State Business Safety Plan Compliance.

(10) Federal and State Occupational Safety and Health Administration ("OSHA") Blood Borne Pathogen Training Requirements.

(11) Federal and State OSHA mandated Hazardous Materials Awareness Training compliance.

(12) 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.

4. PERSONNEL REQUIREMENTS:

A. Management: Contractor and its subcontractor(s) will furnish all administrative, supervisory, technical, and all other personnel necessary to accomplish all work required under this Agreement.

B. Other Contractor Personnel:

(1) When responding to any emergency call, the Contractor's or subcontractor(s)' ambulance unit shall be staffed with a minimum of two (2) personnel including (1) a driver and (2) an ambulance attendant, both of whom must be currently certified in the State of California at the Emergency Medical Technician-I ("EMT-I") level or higher level of certification. Contractor's EMT personnel shall not exceed the scope of practice as defined by State and local regulations and policies.

(2) All Contractor and subcontractor personnel providing direct patient care services shall possess appropriate licenses including, but not limited to, a valid California Driver's License, and a California Ambulance Driver's Certificate.

(3) Contractor shall have written policies and procedures for:

a) Recruitment.

b) Pre-employment screening/hiring standards.

c) Orientation and training program for new employees.

d) In-service training and education.

e) Probation period.

f) Refresher course training.

g) Personnel evaluations.

h) Wage, salary, benefit packages, and general work conditions.

i) Work schedules/work coverage protocols.

j) Dispatch Protocols. Contractor and its subcontractor(s) shall submit prior to the commencement date of this Agreement, a written dispatch policy and procedure to the EMS Agency for review and approval by the EMS Agency Medical Director. All such policies and procedures shall be available for review at reasonable times by Director, or his/her authorized designee, and upon any upgrades which may be necessary during the Agreement term.

k) Evaluation and handling of patient in the provision of service.

l) Quality Assurance Plan.

All such policies and procedures shall be available for review at reasonable times by Director's designee.

(4) Contractor shall insure implementation of Los Angeles County EMS policies and procedures at the field level.

5. DIGITAL COMMUNICATIONS EQUIPMENT: Prior to the commencement date of this Agreement, Contractor shall obtain from County Fire and have installed by that agency (except as noted below) digital communications equipment capable of registering time in minutes and seconds (e.g., modem, radio, terminal, printer, Contractor's central dispatch site antenna, etc.) for a direct link between the County Fire's Command and Control computer dispatching system and Contractor's dispatch communications center. During the term of Agreement, Contractor shall pay a monthly fee, for each calendar month or portion thereof, that it participates in Program. That fee is initially established at $200 per month. This fee may be increased at any time during

the term of Agreement in an amount based upon the actual and documented repair/maintenance costs incurred by County's Fire Department during the twelve (12) calendar months immediately prior to such increase, and as prorated equally among the Participants in the Program. The fee is intended to cover County's costs of the provision, installation (except as noted below), and maintenance of the digital communications equipment (hardware and software); the Federal Communications Commission license (to operate on County Fire Department frequencies from a fixed dispatch site); and any upgrades which may be necessary during the Agreement term.

County will not be responsible for the installation or the removal of the antenna and antenna cable, conduit for antenna cable, wall or roof opening, power receptacle, or any other building modification to accommodate County's equipment. This responsibility shall be borne by Contractor.

Contractor shall safeguard and protect County's equipment to ensure its full operation at all times; shall allow County staff access to equipment upon request of Director or of authorized representatives of County Fire; and shall return such equipment in good condition, less ordinary wear and tear, upon expiration or earlier termination of this Agreement. Costs of removal of County's equipment from Contractor premises shall be borne equally by Contractor and County. Title to the equipment shall remain in County's name.

The monthly fee must be received by County Fire by no later than the 10th of the month following the month covered by the payment (e.g., the January, 2006 fee shall be received by no later than February 10, 2006). Monthly payments shall be mailed to:

Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294
Attention: Financial Management

Contractor's representative and a County Fire representative (designated by County Fire's Chief) shall inventory all equipment provided Contractor hereunder on or prior to the commencement date of this Agreement and shall each sign an inventory statement. Copies of that statement shall be retained by both parties.

6. OTHER COMMUNICATIONS REQUIREMENTS:

A. In addition to the County equipment secured by Contractor from County Fire referenced in Paragraph 5 above, and prior to the commencement date of this Agreement, Contractor and its subcontractor(s) shall obtain and thereafter maintain, at its costs, all communications equipment deemed by Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Contractor's approved subcontractor(s), including backup or mutual aid providers. Such communications equipment shall also include equipment for communication between on-board paramedics and base hospitals and receiving hospitals for all responding ambulance vehicles.

Communications equipment shall include, but is not necessarily limited to: ringdown/telephone lines, modems, dedicated modem/telephone lines, computer aided dispatch ("CAD"), automatic vehicle locator ("AVL") systems, mobile digital terminals ("MDT") in vehicles, ambulance communication radios, including a hospital emergency administrative radio ("HEAR") channel, hand held communication radios, pagers, and cellular phones.

Contractor will be responsible, at its costs, for an uninterrupted power source ("UPS") system for a personal computer data link between Contractor and the authorized 9-1-1 communications center. Contractor will also be responsible, at its costs, for a UPS system between Contractor and its subcontractor(s), including backup or mutual aid providers.

A UPS system shall be sufficiently adequate to provide time for Contractor and its subcontractor(s), including backup or mutual aid providers' communication backup systems to be put in effect and to notify one another and for Contractor and its subcontractor(s) to notify the authorized 9-1-1 communications center of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, countywide integrated radio system ("CWIRS") hand held radios, etc.

Except for what Director determines to be minimum communications equipment prior to the date Contractor executes this Agreement, Contractor and its subcontractor(s) shall not be obligated to use or purchase any "state of the art" communications equipment that may be later required by a County procedural change, or by County mandate, until Contractor and Director's designee, meet and agree that such "state of the art" equipment is needed and obtainable for a reasonable cost to Contractor.

Contractor and Director's designee will meet within thirty (30) calendar days prior to the beginning of any new communications procedure or communications mandate to discuss its implementation, and if such new communications procedure or mandate will require any additional cost on the part of the

Contractor. Any new procedure or mandate resulting in additional costs to Contractor must be the subject of a formal amendment by the parties to this Agreement.

Notwithstanding any other language herein, Contractor shall install and maintain at Contractor's expense any equipment mandated by Director which Director requires and the County purchases. An appropriate amendment to this Agreement shall be executed if County is to purchase any equipment for Contractor's use.

B. Contractor and its subcontractor(s) will be responsible for the direct dispatch of its ambulance units and of any backup provider's ambulance units, when informed by the authorized 9-1-1 communications center that emergency ambulance transportation services are required within Contractor's area.

C. Contractor and its subcontractor(s) shall tape and electronically time stamp all dispatch communications as received from the 9-1-1 communications center and issued by its own dispatch center.

D. Contractor and its subcontractor(s) will obtain, install, and maintain a two-way radio/telecommunication system that is capable of direct voice communication between ambulances and their dispatch center.

E. Under no circumstances shall Contractor or its subcontractor(s) respond to any request for 9-1-1 emergency service originating outside of Contractor's area without the specific prior approval of an authorized 9-1-1 communications center or of the contractor assigned to the exclusive operating

area from which the request originated, except where permitted by County ordinance or by this Agreement.

7. PROCEDURES AT THE SCENE OF AN EMERGENCY:

A. Upon arrival at the scene of an emergency, Contractor's or its subcontractor(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). Generally, if Contractor's or its subcontractor(s)' personnel are the first medically qualified persons on the scene, they shall provide treatment until replaced by duly qualified personnel from the jurisdictional provider agency, or informed through the 9-1-1 dispatch 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 County Fire or other public safety agency personnel at the scene for continuation of documentation.

B. The selection of an appropriate receiving facility and traveling code shall be made in compliance with State regulations and with protocols established by Director and provided to Contractor by the local EMS Agency Director or his/her authorized representatives.

C. Contractor's and its subcontractor(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's family members and friends, and from other customary sources.

D. Contractor and its subcontractor(s) shall operate radios in conformance with all applicable rules and regulations of the Federal Communications Commission and in conformance with all applicable County procedures and protocols.

E. Upon receipt of a request for standby service originating within Contractor's area, the authorized 9-1-1 communications center shall contact Contractor and provide information regarding the location and nature of the incident for which standby services have been requested and assign an appropriate communications incident number. Standby services shall be provided only in response to requests from officials of public safety agencies. Contractor's ambulances shall respond to all such public safety agency requests immediately, and shall notify the authorized 9-1-1 communications center upon arrival at the scene. The ambulance personnel shall report to the incident commander in charge at the scene and shall serve under his or her general supervision in accordance with the provisions of Health and Safety Code section 1798.6.

8. VEHICLE AND EQUIPMENT REQUIREMENTS:

A. Contractor and its subcontractor(s), as appropriate, will furnish all vehicles, equipment, supplies, and all other materials necessary to perform the services required under this Agreement.

(1) General Ambulance Standards, Radio Equipment:

a) Ambulance vehicles shall meet the standards specified in Title 13, California Code of Regulations and County Code, Title 7, section 7.16.210.

b) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle is maintained in good mechanical repair and sanitary condition.

c) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of the vehicle. Vehicles 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 must be of the bayonet naval connector ("BNC") type or an adapter to a BNC must be available.

(2) Safety Equipment: Ambulance units shall carry properly maintained safety equipment as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(3) Emergency Care Equipment and Supplies: Ambulance units shall carry properly maintained emergency medical care equipment and supplies as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(4) Ambulance Inspections: Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's or subcontractor(s)' ambulance units in order to ascertain Contractor's compliance with this Agreement with respect to ambulance vehicles and equipment.

(5) Uniforms: Contractor will be responsible for ensuring that all ambulance staff are provided with and wear clean uniforms that identify Contractor's or subcontractor(s)' company name.

(6) Inspections: At Director's discretion, a walk-through inspection of Contractor's and subcontractor(s)' operations and/or crew quarters may be conducted by Director or his/her authorized representatives, before the beginning of any service under this Agreement and at any time thereafter.

9. BILLING REQUIREMENTS:

A. Billing and Collection: Except as otherwise provided herein, Contractor and its subcontractor(s) shall be responsible for the billing and collection of fees from the patient of his/her authorized representative or any

other responsible private party or third party payer for any emergency transportation services rendered under this Agreement.

B. Rates Ceiling: All bills submitted by Contractor or by any of its subcontractor(s) to any such patient or representative or other responsible private party or third party payer for services rendered pursuant to this Agreement shall not exceed the applicable rate(s) listed in Exhibit "B", unless modified by action of the Board of Supervisors as provided for in Exhibit "B".

C. Dry Run Billing Policy And Rates:

(1) Contractor and its subcontractor(s) may bill the appropriate party for 9-1-1 dry runs as follows:

a) Response to a commercial location when the 9-1-1 request is made by the business owner or an authorized representative of the owner. Contractor and its subcontractor(s) may bill the business owner.

b) Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor and its subcontractor(s) may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed. No billings hereunder may be made to any public agency or public agency employee.

c) Response to disasters or potential disasters, i.e., airplane crashes, riots, floods, etc. Contractor and its subcontractor(s) may bill

the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

02/13/2006
EXHCD3050.RW

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 825.75
A2	BLS	$580.25	$ 580.25
A3	Code 3	$ 96.00	$ 96.00
A4	Code 2	$ 38.00	$ 38.00
A5	Mileage Rate	$ 13.75	$ 13.75
A6	Waiting Time	$ 38.00	$ 0.00
A7	Standby Time	$ 36.25	$ 0.00
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 0.00
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 37.75
D	Traction Splints	$ 67.50	$ 0.00
E	Transport - Non Company Medical Personnel	$ 24.25	$ 0.00
F	Neonatal Transport	$143.75	$ 0.00
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 20.25
J	Cervical Collar	$ 34.00	$ 0.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 0.00
N	Volume Ventilator	$129.25	$ 0.00
O	Respiratory Therapist/ First Three Hours	$195.25	$ 0.00
	Per Hour After First Three Hours	$ 86.00	$ 0.00
P	Pulse Oximeter	$ 65.00	$ 0.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 0.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA _1_

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 1 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 90% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 1 at a minimum response time of 8:59 minutes in 91% of the time for years 1 and 2, in 92% of the time for years 3 and 4, and 93% of the time for years 5 through 10. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles County Fire Department's Command and Control. In the event that

Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 1 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Exclusive Operating Area 1 - Contractor agrees to provide eighteen (18) ambulance units and maintain one (1) deployment center and one (1) station in EOA 1. Contractor will deploy fifteen (15) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. One (1) unit will be dispatched out of a twenty-four (24) hour substation to coincide with the current Los Angeles County Fire Department scheduling model.

In addition to the fifteen (15) dedicated units, Contractor will provide three (3) additional backup units and maintain mutual aid agreements with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to ensure coverage when Contractor's units are unable to respond.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 1 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the EMS Agency

prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 1, at any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates and will not bill for dry runs for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor will purchase four (4) new ambulance units within six (6) months of the effective date of this agreement in each EOA 1.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 1. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor shall provide one (1) disaster medical cache trailer in each EOA (EOA 1).

G. Contractor will equip all dedicated ambulances with Pedi-Mate pediatric restraint device.

H. Contractor will install and maintain mobile two-way radios in each ambulance for communication with Los Angeles County Fire Department.

I. Contractor agrees to provide personal protective equipment (i.e., protective brush jacket and rescue helmets) to each crew member assigned to EOA.

J. Contractor agrees to replace any unit that reaches its 6th year of service or 250,000 miles and purchase four (4) new ambulances in the first year of this Agreement.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT II

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN MEDICAL RESPONSE
OF SOUTHERN CALIFORNIA

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA (hereafter "Contractor").

Business Address:
20101 Hamilton Avenue, Suite 300
Torrance, California 90502-1319

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension

shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area __2__. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as

the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating areas hereunder are described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic

staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least

at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director,

or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services

Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would

have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's

ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other

information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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 Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County

shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to

County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

E. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond payable to County upon demand in an amount not less than Five Hundred Thousand Dollars ($500,000) and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to County upon demand in an amount not less

than Five Hundred Thousand Dollars ($500,000). Such CD or LOC shall comply with minimum criteria and standards established by County and be maintained throughout the term of Agreement.

Evidence of one of the above forms of Performance Security shall be provided to County's Department of Health Services, Contracts and Grants Division, prior to the effective date of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 20101 Hamilton Avenue, Suite 300, Torrance, California 90502-1319. Contractor's primary business telephone number is (310) 851-7000 and facsimile/FAX number is (310) 851-7009. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1) member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as

prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement (QI) program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE ADVISORY BOARD Paragraph 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

C. If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County 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. The County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit "D" (County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form) is a required form to be completed by the Contractor.

D. Contractor's violation of this Paragraph 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 Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

32. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent

position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. 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 "E" of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

02/08/2006
ADPRCD3051.RW

EXHIBIT "A"

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL AND SPECIAL SERVICE
REQUIREMENTS FOR CONTRACTOR

1. GENERAL SERVICE REQUIREMENTS: Requirements set forth in this Exhibit shall apply to emergency ambulance transportation services provided hereunder to the County of Los Angeles.

2. DEFINITIONS: The following definitions for the terms identified below shall be understood to be the meaning of such terms where used in this Agreement:

A. Ambulance: Any motor vehicle licensed as an ambulance by the California Highway Patrol to respond to emergency calls.

B. 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.

C. Backup Services or Mutual Aid 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. Note, requests for and the use of backup services by Contractor and its subcontractor(s) are not to exceed more than ten percent (10%) of the total amount of Agreement services or total calls received monthly for emergency ambulance transportation service in each exclusive operating area.

In addition, a party providing backup or mutual aid services within Contractor's exclusive operating area, at the request of Contractor, its

subcontractor, or an authorized 9-1-1 communications center, shall have the exclusive right to bill the patient or third party payer the appropriate fee or fees for authorized emergency ambulance transportation services performed, if permitted by the BILLING AND PAYMENT Paragraph of the Agreement body. If Contractor or its subcontractor requests backup or mutual aid, the backup or mutual aid provider will in no way be entitled to any payment from County or from a city agency for services.

D. Basic Life Support ("BLS"): As defined in California Health and Safety Code section 1797.60.

E. Critical Care Transport ("CCT") or Critical Care Transport Provider: Any transport or person who transports a patient from one health care facility, trauma center, or acute care facility to another where the skill level required in the care of that patient during transport exceeds the basic life support, Emergency Medical Technician-I level and scope of training.

F. Direct Dispatch: The digital communications link between the County Fire's computer dispatching system and the Contractor's communications center, with telephone or voice radio as backup.

G. Dry Run: The response by Contractor or subcontractor to a request for emergency ambulance transportation services in which, through no fault of the Contractor, no patient is transported.

H. Emergency: 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 Emergency Medical Services ("EMS") Agency.

I. Emergency Call: A call to 9-1-1 requesting an immediate response by an ambulance unit to the site of a medical emergency (whether actual or potential). An emergency call shall include both Code 3 (red lights and siren) and Urgent (Code 2) Response (expeditious response without red lights and siren) calls.

J. Local EMS Agency Director (EMS Director): The administrator of County's Department of Health Services EMS Division.

K. Emergency Medical Technician-I ("EMT-I"): An individual trained in all facets of basic life support according to standards prescribed by the California Health and Safety Code and the California Code of Regulations, and who has a valid EMT-I certificate issued pursuant to said codes.

L. Paramedic: An individual who is a mobile intensive care paramedic, as defined in section 1797.84 of the California Health and Safety Code, and whose scope of practice to provide advanced life support is according to standards prescribed by the California Health and Safety Code and the California Code of Regulations, and who has a valid paramedic license issued pursuant to said codes.

M. Local EMS Agency: The agency, department, or office having primary responsibility for administration of emergency medical services in a county and which is designated by the county's board of supervisors. The local EMS

Agency for the County of Los Angeles is the County Department of Health Services.

N. Patient: "Patient" means 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.

O. Response Time: Ambulance response time is defined as the interval of time, between the moment the three basic items of dispatch information have been obtained by a contract provider's dispatcher, (i.e., call back number, location, chief complaint), to the moment the first ambulance arrives at the scene. (Under the County's 9-1-1 communications system, dispatch data will be digitally transmitted by radio to the Contractor or verbally via telephone or voice radio and Contractor shall acknowledge the County's 9-1-1 dispatcher, within one (1) minute, that the Contractor's dispatcher received the 9-1-1 dispatch information; under this system, the response time clock will begin the moment the three (3) dispatch items of information are transmitted by the County's 9-1-1 dispatcher to the Contractor's dispatcher by screen printout or verbal instruction.)

Ambulance response time is nothing other than the interval between when the Contractor's ambulance dispatcher first knew enough to initiate an emergency response and the time a fully equipped and staffed emergency ambulance arrived at the scene.

P. Response Time Exemption: A response time exemption is defined as an exemption for a response that was received, dispatched, and the unit was enroute within two (2) minutes or less, but due to circumstances beyond the

control of the Contractor, the response to scene was delayed beyond the mandated response time.

If Contractor believes that a response or group of responses, other than those conditions listed above, should be exempt from response time standards due to unusual circumstances beyond Contractor's reasonable control, Contractor may request, in writing, that these responses be exempted from response time performance calculations for the month of occurrence. If the EMS Agency concurs that the circumstances are reasonable to allow such exemption(s), the EMS Agency may allow such exemption(s) in calculating overall response time for the month of occurrence. All such requests and approvals and/or denials shall be in writing.

Q. Shifts: The work period for emergency transportation personnel. Contractor or its subcontractor(s) are expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime, are not exhausted to an extent that might impair judgement or motor skills.

R. Stat. ("Code 3") Emergency Response: A response to a call for emergency ambulance transportation services 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. Response times by Contractor to Code 3 requests should not

exceed a maximum of eight minutes fifty nine seconds (8:59) in ninety percent (90%) of Contractor's responses to Code 3 emergency transportation services in urban areas, and as further defined under Paragraph 3.D. of Exhibit "A", for each exclusive operating area. If it has been established that a patient's condition is not life threatening, or does not meet one of the other accepted standards for Code 3 response, the response shall be downgraded and red lights and siren shall not be used.

S. Urgent (Code 2) Response: A response to a call for transportation services in which a patient is to be urgently picked up and transported without use of red lights and siren. Urgent (Code 2) Response is used when transporting a non-life threatening yet seriously injured or suffering patient.

3. SERVICES:

A. Contractor and its approved subcontractor(s) will provide emergency ambulance transportation services, at least at the Basic Life Support ("BLS") level, to all 9-1-1 calls for service. Contractor and its approved subcontractor(s) shall immediately notify the authorized 9-1-1 communications center when calls are received directly from other agencies or the general public for emergency ambulance transportation services within Contractor's exclusive operating area.

B. Contractor and its approved subcontractor(s) will provide emergency ambulance transportation services twenty-four (24) hours per day, seven (7) days per week, including holidays. Contractor's and its approved subcontractor(s)' dispatch offices shall be able to communicate and take directions from an authorized 9-1-1 communications center at all times.

C. Contractor and its approved subcontractor(s) are to respond to one hundred percent (100%) of all 9-1-1 calls for emergency ambulance transportation services, as directed by authorized 9-1-1 communications centers. In meeting this requirement, response by Contractor or its approved subcontractor(s) shall include coverage by backup or mutual aid ambulance providers, licensed by the County of Los Angeles, when Contractor and its approved subcontractor(s) are unable to respond with their own ambulance units. However, Contractor and its approved subcontractor(s) will be required to respond with their own ambulance units on no less than ninety percent (90%) of all calls for emergency ambulance transportation service in each exclusive operating area. Neither Contractor nor its approved subcontractor(s) may dispatch a unit on any 9-1-1 emergency call except as directed and authorized by an authorized 9-1-1 communications center, and except as provided herein.

D. For purposes of this Agreement, Contractor and its subcontractor(s) together shall respond to at least ninety percent (90%) of Code 3 calls during any calendar month within the maximum eight minute fifty nine seconds (8:59) response time limitation for urban areas or as required in County Code (Section 7.16.050). An urban area is defined as a census tract with a population density of 100 or more persons per square mile.

In addition, when backup or mutual aid services are provided at the request of Contractor, or one of its subcontractor(s), Contractor or its subcontractor(s) shall assure that the backup or mutual aid provider responds to at least ninety percent (90%) of the Contractor's or subcontractor(s)' Code 3 calls for

emergency ambulance transportation service within the maximum eight minute fifty nine seconds (8:59) response time limitation for urban areas.

The parties agree that responses delayed by events beyond the control of Contractor and its subcontractor(s) (e.g., adverse weather conditions, traffic gridlock, landslides, road construction, and train crossing) shall not be counted against the ninety percent (90%) requirement, provided such events are properly documented by Contractor or its subcontractor(s) and confirmed by Director pursuant to County Code section 7.16.345, and according to the County's local EMS agency monthly response time report procedures. The calculation of the ninety percent (90%) requirement shall be made on a calendar month basis.

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.

E. Contractor and its subcontractor(s) are to arrange for County licensed backups or mutual aid providers, who will perform Contractor's duties within Contractor's exclusive operating area when Contractor and its subcontractor(s) has insufficient ambulance units available for emergency services, or is unable to respond in a proper response time. Contractor shall immediately inform the authorized 9-1-1 communications center and EMS Director when Contractor or its subcontractor(s) does not have ambulance units available to respond in a timely manner to a request for emergency ambulance transportation services

within Contractor's exclusive operating area, along with the company name of the backup provider to be used to provide service on Contractor's behalf, the backup provider's estimated time of arrival ("ETA") to the emergency, and if such ETA is expected to be delayed.

F. Within reasonable limits, Contractor and its approved subcontractor(s) agrees to provide backup or mutual aid emergency ambulance transportation services when requested by an authorized 9-1-1 communications center or by County contract providers from neighboring areas.

G. Contractor and its approved subcontractor(s) shall respond to any major emergency or disaster (e.g., multi-catastrophe or multi-incident emergencies) that may take place within Los Angeles County or adjacent counties, when requested by Director, or County's 9-1-1 dispatcher, or by an authorized 9-1-1 communications center, and shall participate in all Countywide emergency disaster drills and follow the Standardized Emergency Management System - Incident Command System, when requested by Director.

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

H. Contractor, in cooperation with other County contract Participants under the Program, shall, upon request of Director, service or assist in servicing for a period of up to one hundred eighty (180) calendar days: 1) any other

exclusive operating area for which that area's County operator emergency ambulance transportation agreement has been suspended or terminated, with such assistance provided at the level of service required by such other agreement; or 2) any geographic area of Los Angeles County not covered by this Agreement or other Program agreement which Director requests to be added to Contractor's exclusive operating area, with such assistance provided at the level of service required by this Agreement.

If County has paid other operator(s) for services in the geographical area immediately prior to the provision by Contractor of services in the area, the same payment structure shall be used to pay Contractor for its services there. If Contractor is one of two or more operators chosen to serve the area, a prorated payment shall be paid Contractor based on the number of transports provided by the operators during the period and the prior payment structure for that area.

Nothing herein is intended to diminish Contractor's separate legal responsibility to respond to requests or calls from 9-1-1 dispatchers or Director for emergency ambulance transportation service with available staff and vehicles.

I. Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards, and shall comply with the protocols for patient transportation and treatment as issued by the local EMS Agency.

J. Contractor agrees, in the provision by it of emergency ambulance transportation services, to adhere to the legal and professional requirements and

standards relative to ambulance operations and personnel performance standards contained in the following:

(1) The Los Angeles County Code.

(2) The Los Angeles County Prehospital Care Policy Manual.

(3) The California Vehicle Code.

(4) The California Health and Safety Code.

(5) The California Highway Patrol Ambulance Driver's Handbook.

(6) Title 13 of the California Code of Regulations.

(7) Title 22 of the California Code of Regulations.

(8) California Business and Professions Code.

(9) State Business Safety Plan Compliance.

(10) Federal and State Occupational Safety and Health Administration ("OSHA") Blood Borne Pathogen Training Requirements.

(11) Federal and State OSHA mandated Hazardous Materials Awareness Training compliance.

(12) 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.

4. PERSONNEL REQUIREMENTS:

A. Management: Contractor and its subcontractor(s) will furnish all administrative, supervisory, technical, and all other personnel necessary to accomplish all work required under this Agreement.

B. Other Contractor Personnel:

(1) When responding to any emergency call, the Contractor's or subcontractor(s)' ambulance unit shall be staffed with a minimum of two (2) personnel including (1) a driver and (2) an ambulance attendant, both of whom must be currently certified in the State of California at the Emergency Medical Technician-I ("EMT-I") level or higher level of certification. Contractor's EMT personnel shall not exceed the scope of practice as defined by State and local regulations and policies.

(2) All Contractor and subcontractor personnel providing direct patient care services shall possess appropriate licenses including, but not limited to, a valid California Driver's License, and a California Ambulance Driver's Certificate.

(3) Contractor shall have written policies and procedures for:

a) Recruitment.

b) Pre-employment screening/hiring standards.

c) Orientation and training program for new employees.

d) In-service training and education.

e) Probation period.

f) Refresher course training.

g) Personnel evaluations.

h) Wage, salary, benefit packages, and general work conditions.

i) Work schedules/work coverage protocols.

j) Dispatch Protocols. Contractor and its subcontractor(s) shall submit prior to the commencement date of this Agreement, a written dispatch policy and procedure to the EMS Agency for review and approval by the EMS Agency Medical Director. All such policies and procedures shall be available for review at reasonable times by Director, or his/her authorized designee, and upon any upgrades which may be necessary during the Agreement term.

k) Evaluation and handling of patient in the provision of service.

l) Quality Assurance Plan.

All such policies and procedures shall be available for review at reasonable times by Director's designee.

(4) Contractor shall insure implementation of Los Angeles County EMS policies and procedures at the field level.

5. DIGITAL COMMUNICATIONS EQUIPMENT: Prior to the commencement date of this Agreement, Contractor shall obtain from County Fire and have installed by that agency (except as noted below) digital communications equipment capable of registering time in minutes and seconds (e.g., modem, radio, terminal, printer, Contractor's central dispatch site antenna, etc.) for a direct link between the County Fire's Command and Control computer dispatching system and Contractor's dispatch communications center. During the term of Agreement, Contractor shall pay a monthly fee, for each calendar month or portion thereof, that it participates in Program. That fee is initially established at $200 per month. This fee may be increased at any time during

the term of Agreement in an amount based upon the actual and documented repair/maintenance costs incurred by County's Fire Department during the twelve (12) calendar months immediately prior to such increase, and as prorated equally among the Participants in the Program. The fee is intended to cover County's costs of the provision, installation (except as noted below), and maintenance of the digital communications equipment (hardware and software); the Federal Communications Commission license (to operate on County Fire Department frequencies from a fixed dispatch site); and any upgrades which may be necessary during the Agreement term.

County will not be responsible for the installation or the removal of the antenna and antenna cable, conduit for antenna cable, wall or roof opening, power receptacle, or any other building modification to accommodate County's equipment. This responsibility shall be borne by Contractor.

Contractor shall safeguard and protect County's equipment to ensure its full operation at all times; shall allow County staff access to equipment upon request of Director or of authorized representatives of County Fire; and shall return such equipment in good condition, less ordinary wear and tear, upon expiration or earlier termination of this Agreement. Costs of removal of County's equipment from Contractor premises shall be borne equally by Contractor and County. Title to the equipment shall remain in County's name.

The monthly fee must be received by County Fire by no later than the 10th of the month following the month covered by the payment (e.g., the January, 2006 fee shall be received by no later than February 10, 2006). Monthly payments shall be mailed to:

Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294
Attention: Financial Management

Contractor's representative and a County Fire representative (designated by County Fire's Chief) shall inventory all equipment provided Contractor hereunder on or prior to the commencement date of this Agreement and shall each sign an inventory statement. Copies of that statement shall be retained by both parties.

6. OTHER COMMUNICATIONS REQUIREMENTS:

A. In addition to the County equipment secured by Contractor from County Fire referenced in Paragraph 5 above, and prior to the commencement date of this Agreement, Contractor and its subcontractor(s) shall obtain and thereafter maintain, at its costs, all communications equipment deemed by Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Contractor's approved subcontractor(s), including backup or mutual aid providers. Such communications equipment shall also include equipment for communication between on-board paramedics and base hospitals and receiving hospitals for all responding ambulance vehicles.

Communications equipment shall include, but is not necessarily limited to: ringdown/telephone lines, modems, dedicated modem/telephone lines, computer aided dispatch ("CAD"), automatic vehicle locator ("AVL") systems, mobile digital terminals ("MDT") in vehicles, ambulance communication radios, including a hospital emergency administrative radio ("HEAR") channel, hand held communication radios, pagers, and cellular phones.

Contractor will be responsible, at its costs, for an uninterrupted power source ("UPS") system for a personal computer data link between Contractor and the authorized 9-1-1 communications center. Contractor will also be responsible, at its costs, for a UPS system between Contractor and its subcontractor(s), including backup or mutual aid providers.

A UPS system shall be sufficiently adequate to provide time for Contractor and its subcontractor(s), including backup or mutual aid providers' communication backup systems to be put in effect and to notify one another and for Contractor and its subcontractor(s) to notify the authorized 9-1-1 communications center of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, countywide integrated radio system ("CWIRS") hand held radios, etc.

Except for what Director determines to be minimum communications equipment prior to the date Contractor executes this Agreement, Contractor and its subcontractor(s) shall not be obligated to use or purchase any "state of the art" communications equipment that may be later required by a County procedural change, or by County mandate, until Contractor and Director's designee, meet and agree that such "state of the art" equipment is needed and obtainable for a reasonable cost to Contractor.

Contractor and Director's designee will meet within thirty (30) calendar days prior to the beginning of any new communications procedure or communications mandate to discuss its implementation, and if such new communications procedure or mandate will require any additional cost on the part of the

Contractor. Any new procedure or mandate resulting in additional costs to Contractor must be the subject of a formal amendment by the parties to this Agreement.

Notwithstanding any other language herein, Contractor shall install and maintain at Contractor's expense any equipment mandated by Director which Director requires and the County purchases. An appropriate amendment to this Agreement shall be executed if County is to purchase any equipment for Contractor's use.

B. Contractor and its subcontractor(s) will be responsible for the direct dispatch of its ambulance units and of any backup provider's ambulance units, when informed by the authorized 9-1-1 communications center that emergency ambulance transportation services are required within Contractor's area.

C. Contractor and its subcontractor(s) shall tape and electronically time stamp all dispatch communications as received from the 9-1-1 communications center and issued by its own dispatch center.

D. Contractor and its subcontractor(s) will obtain, install, and maintain a two-way radio/telecommunication system that is capable of direct voice communication between ambulances and their dispatch center.

E. Under no circumstances shall Contractor or its subcontractor(s) respond to any request for 9-1-1 emergency service originating outside of Contractor's area without the specific prior approval of an authorized 9-1-1 communications center or of the contractor assigned to the exclusive operating

area from which the request originated, except where permitted by County ordinance or by this Agreement.

7. PROCEDURES AT THE SCENE OF AN EMERGENCY:

A. Upon arrival at the scene of an emergency, Contractor's or its subcontractor(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). Generally, if Contractor's or its subcontractor(s)' personnel are the first medically qualified persons on the scene, they shall provide treatment until replaced by duly qualified personnel from the jurisdictional provider agency, or informed through the 9-1-1 dispatch 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 County Fire or other public safety agency personnel at the scene for continuation of documentation.

B. The selection of an appropriate receiving facility and traveling code shall be made in compliance with State regulations and with protocols established by Director and provided to Contractor by the local EMS Agency Director or his/her authorized representatives.

C. Contractor's and its subcontractor(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's family members and friends, and from other customary sources.

D. Contractor and its subcontractor(s) shall operate radios in conformance with all applicable rules and regulations of the Federal Communications Commission and in conformance with all applicable County procedures and protocols.

E. Upon receipt of a request for standby service originating within Contractor's area, the authorized 9-1-1 communications center shall contact Contractor and provide information regarding the location and nature of the incident for which standby services have been requested and assign an appropriate communications incident number. Standby services shall be provided only in response to requests from officials of public safety agencies. Contractor's ambulances shall respond to all such public safety agency requests immediately, and shall notify the authorized 9-1-1 communications center upon arrival at the scene. The ambulance personnel shall report to the incident commander in charge at the scene and shall serve under his or her general supervision in accordance with the provisions of Health and Safety Code section 1798.6.

8. VEHICLE AND EQUIPMENT REQUIREMENTS:

A. Contractor and its subcontractor(s), as appropriate, will furnish all vehicles, equipment, supplies, and all other materials necessary to perform the services required under this Agreement.

(1) General Ambulance Standards, Radio Equipment:

a) Ambulance vehicles shall meet the standards specified in Title 13, California Code of Regulations and County Code, Title 7, section 7.16.210.

b) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle is maintained in good mechanical repair and sanitary condition.

c) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of the vehicle. Vehicles 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 must be of the bayonet naval connector ("BNC") type or an adapter to a BNC must be available.

(2) Safety Equipment: Ambulance units shall carry properly maintained safety equipment as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(3) Emergency Care Equipment and Supplies: Ambulance units shall carry properly maintained emergency medical care equipment and supplies as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(4) Ambulance Inspections: Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's or subcontractor(s)' ambulance units in order to ascertain Contractor's compliance with this Agreement with respect to ambulance vehicles and equipment.

(5) Uniforms: Contractor will be responsible for ensuring that all ambulance staff are provided with and wear clean uniforms that identify Contractor's or subcontractor(s)' company name.

(6) Inspections: At Director's discretion, a walk-through inspection of Contractor's and subcontractor(s)' operations and/or crew quarters may be conducted by Director or his/her authorized representatives, before the beginning of any service under this Agreement and at any time thereafter.

9. BILLING REQUIREMENTS:

A. Billing and Collection: Except as otherwise provided herein, Contractor and its subcontractor(s) shall be responsible for the billing and collection of fees from the patient of his/her authorized representative or any

other responsible private party or third party payer for any emergency transportation services rendered under this Agreement.

B. Rates Ceiling: All bills submitted by Contractor or by any of its subcontractor(s) to any such patient or representative or other responsible private party or third party payer for services rendered pursuant to this Agreement shall not exceed the applicable rate(s) listed in Exhibit "B", unless modified by action of the Board of Supervisors as provided for in Exhibit "B".

C. Dry Run Billing Policy And Rates:

(1) Contractor and its subcontractor(s) may bill the appropriate party for 9-1-1 dry runs as follows:

a) Response to a commercial location when the 9-1-1 request is made by the business owner or an authorized representative of the owner. Contractor and its subcontractor(s) may bill the business owner.

b) Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor and its subcontractor(s) may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed. No billings hereunder may be made to any public agency or public agency employee.

c) Response to disasters or potential disasters, i.e., airplane crashes, riots, floods, etc. Contractor and its subcontractor(s) may bill

the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 825.75
A2	BLS	$580.25	$ 580.25
A3	Code 3	$ 96.00	$ 96.00
A4	Code 2	$ 38.00	$ 38.00
A5	Mileage Rate	$ 13.75	$ 13.75
A6	Waiting Time	$ 38.00	$ 0.00
A7	Standby Time	$ 36.25	$ 0.00
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 0.00
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 37.75
D	Traction Splints	$ 67.50	$ 0.00
E	Transport - Non Company Medical Personnel	$ 24.25	$ 0.00
F	Neonatal Transport	$143.75	$ 0.00
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 20.25
J	Cervical Collar	$ 34.00	$ 0.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 0.00
N	Volume Ventilator	$129.25	$ 0.00
O	Respiratory Therapist/ First Three Hours	$195.25	$ 0.00
	Per Hour After First Three Hours	$ 86.00	$ 0.00
P	Pulse Oximeter	$ 65.00	$ 0.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 0.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA 2

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 2 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 90% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 2 at a minimum response time of 8:59 minutes in 91% of the time for years 1 and 2, in 92% of the time for years 3 and 4, and 93% of the time for years 5 through 10. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 2 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Exclusive Operating Area 2 - Contractor agrees to provide ten (10) ambulance units and maintain three (3) stations in EOA 2. Contractor will deploy eight (8) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. One (1) unit will be dispatched out of a twenty-four (24) hour substation to coincide with the current Los Angeles County Fire Department scheduling model.

In addition to the eight (8) dedicated units, Contractor will provide two (2) additional backup units and maintain mutual aid agreements with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to ensure coverage when Contractor's units are unable to respond.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 2 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the EMS Agency prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 2, at

any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates and will not bill for dry runs for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor will purchase four (4) new ambulance units within six (6) months of the effective date of this agreement in each EOA 2.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 2. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor shall provide one (1) disaster medical cache trailer in each EOA (EOA 2).

G. Contractor will equip all dedicated ambulances with Pedi-Mate pediatric restraint device.

H. Contractor will install and maintain mobile two-way radios in each ambulance for communication with Los Angeles County Fire Department.

I. Contractor agrees to provide personal protective equipment (i.e., protective brush jacket and rescue helmets) to each crew member assigned to EOA.

J. Contractor agrees to replace any unit that reaches its 6th year of service or 250,000 miles and purchase four (4) new ambulances in the first year of this Agreement.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.

No blame.

No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT III

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

AMERICAN MEDICAL RESPONSE
OF SOUTHERN CALIFORNIA

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA (hereafter "Contractor").

Business Address:
20101 Hamilton Avenue, Suite 300
Torrance, California 90502-1319

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension

shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area **5**. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as

the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating areas hereunder are described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic

staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least

at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director,

or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services

Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would

have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's

ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other

information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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 Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County

shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to

County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

E. Performance Security Requirements: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor.

(1) Performance Bond: A faithful performance bond payable to County upon demand in an amount not less than Five Hundred Thousand Dollars ($500,000) and executed by a corporate surety licensed to transact business in the State of California, or,

(2) Certificate of Deposit (CD) or Letter of Credit (LOC): A CD or an irrevocable LOC payable to County upon demand in an amount not less

than Five Hundred Thousand Dollars ($500,000). Such CD or LOC shall comply with minimum criteria and standards established by County and be maintained throughout the term of Agreement.

Evidence of one of the above forms of Performance Security shall be provided to County's Department of Health Services, Contracts and Grants Division, prior to the effective date of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 20101 Hamilton Avenue, Suite 300, Torrance, California 90502-1319. Contractor's primary business telephone number is (310) 851-7000 and facsimile/FAX number is (310) 851-7009. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1) member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as

prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement (QI) program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE ADVISORY BOARD Paragraph 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

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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: American Medical Response
of Southern California
20101 Hamilton Avenue, Suite 300
Torrance, California 90502-1319

Attention: Lawrence Monson, Vice President Administration

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice

purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

29. CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE SERVICE PROVIDERS EMPLOYEES FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other ambulance service providers of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Subject to paragraphs 5 and 6, in the Additional Provisions section of this Agreement, such referred permanent or former employees shall be given consideration of employment 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 for any future employment opening if they meet the minimum qualifications for that opening.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of

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said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA
Contractor

By _____

Lawrence Monson
Print Name

Title: Vice President
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By Carol Meyer
Director, Emergency Medical Services Division

02/13/2006
EXHCD3050.RW

Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294
Attention: Financial Management

Contractor's representative and a County Fire representative (designated by County Fire's Chief) shall inventory all equipment provided Contractor hereunder on or prior to the commencement date of this Agreement and shall each sign an inventory statement. Copies of that statement shall be retained by both parties.

6. OTHER COMMUNICATIONS REQUIREMENTS:

A. In addition to the County equipment secured by Contractor from County Fire referenced in Paragraph 5 above, and prior to the commencement date of this Agreement, Contractor and its subcontractor(s) shall obtain and thereafter maintain, at its costs, all communications equipment deemed by Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Contractor's approved subcontractor(s), including backup or mutual aid providers. Such communications equipment shall also include equipment for communication between on-board paramedics and base hospitals and receiving hospitals for all responding ambulance vehicles.

Communications equipment shall include, but is not necessarily limited to: ringdown/telephone lines, modems, dedicated modem/telephone lines, computer aided dispatch ("CAD"), automatic vehicle locator ("AVL") systems, mobile digital terminals ("MDT") in vehicles, ambulance communication radios, including a hospital emergency administrative radio ("HEAR") channel, hand held communication radios, pagers, and cellular phones.

Contractor will be responsible, at its costs, for an uninterrupted power source ("UPS") system for a personal computer data link between Contractor and the authorized 9-1-1 communications center. Contractor will also be responsible, at its costs, for a UPS system between Contractor and its subcontractor(s), including backup or mutual aid providers.

A UPS system shall be sufficiently adequate to provide time for Contractor and its subcontractor(s), including backup or mutual aid providers' communication backup systems to be put in effect and to notify one another and for Contractor and its subcontractor(s) to notify the authorized 9-1-1 communications center of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, countywide integrated radio system ("CWIRS") hand held radios, etc.

Except for what Director determines to be minimum communications equipment prior to the date Contractor executes this Agreement, Contractor and its subcontractor(s) shall not be obligated to use or purchase any "state of the art" communications equipment that may be later required by a County procedural change, or by County mandate, until Contractor and Director's designee, meet and agree that such "state of the art" equipment is needed and obtainable for a reasonable cost to Contractor.

Contractor and Director's designee will meet within thirty (30) calendar days prior to the beginning of any new communications procedure or communications mandate to discuss its implementation, and if such new communications procedure or mandate will require any additional cost on the part of the

Contractor. Any new procedure or mandate resulting in additional costs to Contractor must be the subject of a formal amendment by the parties to this Agreement.

Notwithstanding any other language herein, Contractor shall install and maintain at Contractor's expense any equipment mandated by Director which Director requires and the County purchases. An appropriate amendment to this Agreement shall be executed if County is to purchase any equipment for Contractor's use.

B. Contractor and its subcontractor(s) will be responsible for the direct dispatch of its ambulance units and of any backup provider's ambulance units, when informed by the authorized 9-1-1 communications center that emergency ambulance transportation services are required within Contractor's area.

C. Contractor and its subcontractor(s) shall tape and electronically time stamp all dispatch communications as received from the 9-1-1 communications center and issued by its own dispatch center.

D. Contractor and its subcontractor(s) will obtain, install, and maintain a two-way radio/telecommunication system that is capable of direct voice communication between ambulances and their dispatch center.

E. Under no circumstances shall Contractor or its subcontractor(s) respond to any request for 9-1-1 emergency service originating outside of Contractor's area without the specific prior approval of an authorized 9-1-1 communications center or of the contractor assigned to the exclusive operating

area from which the request originated, except where permitted by County ordinance or by this Agreement.

7. PROCEDURES AT THE SCENE OF AN EMERGENCY:

A. Upon arrival at the scene of an emergency, Contractor's or its subcontractor(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). Generally, if Contractor's or its subcontractor(s)' personnel are the first medically qualified persons on the scene, they shall provide treatment until replaced by duly qualified personnel from the jurisdictional provider agency, or informed through the 9-1-1 dispatch 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 County Fire or other public safety agency personnel at the scene for continuation of documentation.

B. The selection of an appropriate receiving facility and traveling code shall be made in compliance with State regulations and with protocols established by Director and provided to Contractor by the local EMS Agency Director or his/her authorized representatives.

C. Contractor's and its subcontractor(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's family members and friends, and from other customary sources.

D. Contractor and its subcontractor(s) shall operate radios in conformance with all applicable rules and regulations of the Federal Communications Commission and in conformance with all applicable County procedures and protocols.

E. Upon receipt of a request for standby service originating within Contractor's area, the authorized 9-1-1 communications center shall contact Contractor and provide information regarding the location and nature of the incident for which standby services have been requested and assign an appropriate communications incident number. Standby services shall be provided only in response to requests from officials of public safety agencies. Contractor's ambulances shall respond to all such public safety agency requests immediately, and shall notify the authorized 9-1-1 communications center upon arrival at the scene. The ambulance personnel shall report to the incident commander in charge at the scene and shall serve under his or her general supervision in accordance with the provisions of Health and Safety Code section 1798.6.

8. VEHICLE AND EQUIPMENT REQUIREMENTS:

A. Contractor and its subcontractor(s), as appropriate, will furnish all vehicles, equipment, supplies, and all other materials necessary to perform the services required under this Agreement.

(1) General Ambulance Standards, Radio Equipment:

a) Ambulance vehicles shall meet the standards specified in Title 13, California Code of Regulations and County Code, Title 7, section 7.16.210.

b) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle is maintained in good mechanical repair and sanitary condition.

c) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of the vehicle. Vehicles 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 must be of the bayonet naval connector ("BNC") type or an adapter to a BNC must be available.

(2) Safety Equipment: Ambulance units shall carry properly maintained safety equipment as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(3) Emergency Care Equipment and Supplies: Ambulance units shall carry properly maintained emergency medical care equipment and supplies as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(4) Ambulance Inspections: Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's or subcontractor(s)' ambulance units in order to ascertain Contractor's compliance with this Agreement with respect to ambulance vehicles and equipment.

(5) Uniforms: Contractor will be responsible for ensuring that all ambulance staff are provided with and wear clean uniforms that identify Contractor's or subcontractor(s)' company name.

(6) Inspections: At Director's discretion, a walk-through inspection of Contractor's and subcontractor(s)' operations and/or crew quarters may be conducted by Director or his/her authorized representatives, before the beginning of any service under this Agreement and at any time thereafter.

9. BILLING REQUIREMENTS:

A. Billing and Collection: Except as otherwise provided herein, Contractor and its subcontractor(s) shall be responsible for the billing and collection of fees from the patient of his/her authorized representative or any

other responsible private party or third party payer for any emergency transportation services rendered under this Agreement.

B. Rates Ceiling: All bills submitted by Contractor or by any of its subcontractor(s) to any such patient or representative or other responsible private party or third party payer for services rendered pursuant to this Agreement shall not exceed the applicable rate(s) listed in Exhibit "B", unless modified by action of the Board of Supervisors as provided for in Exhibit "B".

C. Dry Run Billing Policy And Rates:

(1) Contractor and its subcontractor(s) may bill the appropriate party for 9-1-1 dry runs as follows:

a) Response to a commercial location when the 9-1-1 request is made by the business owner or an authorized representative of the owner. Contractor and its subcontractor(s) may bill the business owner.

b) Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor and its subcontractor(s) may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed. No billings hereunder may be made to any public agency or public agency employee.

c) Response to disasters or potential disasters, i.e., airplane crashes, riots, floods, etc. Contractor and its subcontractor(s) may bill

the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

02/13/2006
EXHCD3050.RW

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 825.75
A2	BLS	$580.25	$ 580.25
A3	Code 3	$ 96.00	$ 96.00
A4	Code 2	$ 38.00	$ 38.00
A5	Mileage Rate	$ 13.75	$ 13.75
A6	Waiting Time	$ 38.00	$ 0.00
A7	Standby Time	$ 36.25	$ 0.00
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 0.00
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 37.75
D	Traction Splints	$ 67.50	$ 0.00
E	Transport - Non Company Medical Personnel	$ 24.25	$ 0.00
F	Neonatal Transport	$143.75	$ 0.00
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 20.25
J	Cervical Collar	$ 34.00	$ 0.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 0.00
N	Volume Ventilator	$129.25	$ 0.00
O	Respiratory Therapist/ First Three Hours	$195.25	$ 0.00
	Per Hour After First Three Hours	$ 86.00	$ 0.00
P	Pulse Oximeter	$ 65.00	$ 0.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 0.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

AMERICAN MEDICAL RESPONSE OF SOUTHERN CALIFORNIA

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA 5

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 5 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 90% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 5 at a minimum response time of 8:59 minutes in 91% of the time for years 1 and 2, in 92% of the time for years 3 and 4, and 93% of the time for years 5 through 10. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 5 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Exclusive Operating Area 5 - Contractor agrees to provide eighteen (18) ambulance units and maintain one (1) station in EOA 5. Contractor will deploy fifteen (15) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. One (1) unit will be dispatched out of a twenty-four (24) hour substation to coincide with the current Los Angeles County Fire Department scheduling model.

In addition to the fifteen (15) dedicated units, Contractor will provide three (3) additional backup units and maintain mutual aid agreements with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to ensure coverage when Contractor's units are unable to respond.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 5 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the EMS Agency prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 5, at

any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates and will not bill for dry runs for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor will purchase four (4) new ambulance units within six (6) months of the effective date of this agreement in each EOA 5.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 5. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor shall provide one (1) disaster medical cache trailer in each EOA (EOA 5).

G. Contractor will equip all dedicated ambulances with Pedi-Mate pediatric restraint device.

H. Contractor will install and maintain mobile two-way radios in each ambulance for communication with Los Angeles County Fire Department.

I. Contractor agrees to provide personal protective equipment (i.e., protective brush jacket and rescue helmets) to each crew member assigned to EOA.

J. Contractor agrees to replace any unit that reaches its 6th year of service or 250,000 miles and purchase four (4) new ambulances in the first year of this Agreement.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT IV

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

CARE AMBULANCE, INC.

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and CARE AMBULANCE, INC. (hereafter "Contractor").

Business Address:
1517 West Braden Court
Orange, California 92868

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the

suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area 6. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed

ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance

which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the

RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director, or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor

must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in

accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for

any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter,

all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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

Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to

Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the

subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 1517 West Braden Court, Orange, California 92868. Contractor's primary business telephone number is (714) 288-3800 and facsimile/FAX number is (714) 288-3889. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1)

member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement (QI) program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE ADVISORY BOARD Paragraph 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

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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: Care Ambulance, Inc.
1517 West Braden Court
Orange, California 92868

Attention: William T. Weston, Director of Operations

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice

purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

29. CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE SERVICE PROVIDERS EMPLOYEES FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other ambulance service providers of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Subject to paragraphs 5 and 6, in the Additional Provisions section of this Agreement, such referred permanent or former employees shall be given consideration of employment 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 for any future employment opening if they meet the minimum qualifications for that opening.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of

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said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

CARE AMBULANCE, INC.
Contractor

By _____

RICK W RICHARDSON
Print Name

Title: CO-CEO
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By Cara O'neill
Cara O'Neill, Chief
Contracts and Grants

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By _____
Director, Emergency Medical Services Division

02/13/2006
EXHCD3050.RW

COUNTY LOCAL EMS AGENCY
MONTHLY RESPONSE TIME REPORT

Company: _____

Month of _____, 2006 Area: City of _____

Response Time:

Number of Minutes	Fractile	Number of Calls
0- 8:59	XX%	XX
9-15	XX%	XX
16-20	XX%	XX
21-25	XX%	XX
26-30	XX%	XX
30+	XX%	XX

Count:

Total responses, including dry runs	XX
0-8:59 minutes (without exemptions)	XX
0-8:59 minutes (with exemptions)	XX

Percentages:

0-8:59 minutes (without exemptions)	XX%
0-8:59 minutes (with exemptions)	XX%
Responses greater than 8:59 minutes (non-exempt)	XX%
Compliance percentage	XX%

Exemption requests:

Identify each exemption request/reason. Each call must contain the following information:

Time call received
Time call dispatched
Time unit enroute
Time unit notified dispatch of exempt condition
Time unit arrived at scene or cancelled
Total response time

Response greater than 8:59 minutes (non-exempt):

Summarize each response greater than 8:59 minutes by category.

List actions taken to eliminate response time performance greater than contract mandates.

Calls in operating areas considered rural shall be identified on separate reports using the above format.

Calls in operating areas considered wilderness shall be identified on separate reports using the above format and shall identify the number of calls and minutes for each response.

_____ _____

Signature of Preparer Date

02/13/2006
EXHCD3050.RW

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

EMERGENCY MEDICAL SERVICES DIVISION

AMBULANCE SERVICES

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02/08/2006
ADPROCD3051.RW

ADDITIONAL PROVISIONS
DEPARTMENT OF HEALTH SERVICES
EMERGENCY MEDICAL SERVICES DIVISION
AMBULANCE SERVICES

1. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of a patient's sexual orientation. For the purpose of this 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 any 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 requirement or condition 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, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

In providing services hereunder, facility access for handicapped must comply with the Federal Rehabilitation Act of 1973, section 504, where Federal funds are involved, and Title III of the Federal Americans with Disabilities Act of 1990.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a

complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division.

2. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal American with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group orientation, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws. Such action shall include, but shall not to limited to the following: 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. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provision of this Paragraph.

F. If County finds that any of the provisions this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While 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 that Contractor has violated Federal or State anti-

County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

4. DEPLOYMENT PLAN: Contractor agrees to provide thirty (30) new ambulance units and maintain seventeen (17) stations in EOA 6. Station locations are as follows: Artesia, Bell, Bellflower, Commerce, Cerritos, East Los Angeles, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Montebello, Norwalk, Pico Rivera, Santa Fe Springs, Signal Hill, and two Whittier stations. Contractor will deploy seventeen (17) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. In addition to the seventeen (17) dedicated units with twenty-four (24) hour crews, Contractor will provide thirteen (13) additional dedicated units with twelve (12) hour crews utilizing vehicles from Contractor's Interfacility Transport Unit fleet and maintain mutual aid agreements, with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to ensure coverage when Contractor's units are unable to respond.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 6 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the Local Emergency Medical Services Agency Director prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 6, at any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide and maintain cellular telephone translation services in all ambulance units for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor agrees to maintain one (1) field supervisor, twenty-four (24) hours a day, seven (7) days a week.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) in all dedicated ambulance units. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor agrees to provide and maintain an additional monitor/defibrillator in dedicated ambulance units to free up the Los Angeles County Fire Department's engine/truck while the paramedic accompanies the transport of a patient to the hospital emergency department.

G. Contractor agrees to provide discounted rates for the term of the agreement.

H. Contractor agrees to waive all claims for allowable contract response time exemptions in EOA 6.

I. Contractor agrees to supply the following pediatric specific equipment in each ambulance:

- Hare Traction Splint
- Pediatric Immobilizer
- Cervical Collars
- Oval Pharyngeus airways
- Blood pressure cuffs
- Bag/Valve Masks

J. Contractor agrees to provide sixty-two (62) backup ambulances to the extent possible.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

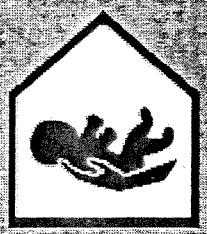
I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT V

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SCHAEFER AMBULANCE SERVICE, INC.

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and SCHAEFER AMBULANCE SERVICE, INC. (hereafter "Contractor").

Business Address:
4627 Beverly Boulevard
Los Angeles, California 90004

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the

suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area 3. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating areas hereunder are described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed

ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance

which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the

RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director, or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor

must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in

accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for

any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter,

all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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

Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to

Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the

subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 4627 Beverly Boulevard, Los Angeles, California 90004. Contractor's primary business telephone number is (323) 468-1611 and facsimile/FAX number is (323) 463-0433. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1)

member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement (QI) program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE ADVISORY BOARD Paragraph 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

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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: Schaefer Ambulance Service, Inc.
4627 Beverly Boulevard
Los Angeles, California 90004

Attention: James McNeal, President

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice

purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

29. CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE SERVICE PROVIDERS EMPLOYEES FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other ambulance service providers of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Subject to paragraphs 5 and 6, in the Additional Provisions section of this Agreement, such referred permanent or former employees shall be given consideration of employment 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 for any future employment opening if they meet the minimum qualifications for that opening.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of

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said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

SCHAEFER AMBULANCE SERVICE, INC.
Contractor

By James McNeal

JAMES McNEAL
Print Name

Title: PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By Carol Meyer
Director, Emergency Medical Services Division

02/13/2006
EXHCD3050.RW

Attachment I

COUNTY LOCAL EMS AGENCY
MONTHLY RESPONSE TIME REPORT

Company: _____

Month of _____, 2006 Area: City of _____

Response Time:

Number of Minutes	Fractile	Number of Calls
0- 8:59	XX%	XX
9-15	XX%	XX
16-20	XX%	XX
21-25	XX%	XX
26-30	XX%	XX
30+	XX%	XX

Count:

Total responses, including dry runs	XX
0-8:59 minutes (without exemptions)	XX
0-8:59 minutes (with exemptions)	XX

Percentages:

0-8:59 minutes (without exemptions)	XX%
0-8:59 minutes (with exemptions)	XX%
Responses greater than 8:59 minutes (non-exempt)	XX%
Compliance percentage	XX%

Exemption requests:

Identify each exemption request/reason. Each call must contain the following information:

Time call received
Time call dispatched
Time unit enroute
Time unit notified dispatch of exempt condition
Time unit arrived at scene or cancelled
Total response time

Response greater than 8:59 minutes (non-exempt):

Summarize each response greater than 8:59 minutes by category.

List actions taken to eliminate response time performance greater than contract mandates.

Calls in operating areas considered rural shall be identified on separate reports using the above format.

Calls in operating areas considered wilderness shall be identified on separate reports using the above format and shall identify the number of calls and minutes for each response.

_____ _____

Signature of Preparer Date

02/13/2006
EXHCD3050.RW

ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

EMERGENCY MEDICAL SERVICES DIVISION

AMBULANCE SERVICES

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the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

EXHIBIT B

SCHAEFER AMBULANCE SERVICE

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 825.75
A2	BLS	$580.25	$ 580.25
A3	Code 3	$ 96.00	$ 96.00
A4	Code 2	$ 38.00	$ 38.00
A5	Mileage Rate	$ 13.75	$ 13.75
A6	Waiting Time	$ 38.00	$ 38.00
A7	Standby Time	$ 36.25	$ 36.25
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 62.50
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 37.75
D	Traction Splints	$ 67.50	$ 67.50
E	Transport - Non Company Medical Personnel	$ 24.25	$ 24.25
F	Neonatal Transport	$143.75	$ 143.75
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 0.00
J	Cervical Collar	$ 34.00	$ 34.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 171.50
N	Volume Ventilator	$129.25	$ 129.25
O	Respiratory Therapist/ First Three Hours	$195.25	$ 195.25
	Per Hour After First Three Hours	$ 86.00	$ 86.00
P	Pulse Oximeter	$ 65.00	$ 65.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 65.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

EXHIBIT C

SCHAEFER AMBULANCE SERVICE, INC.

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA 3

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 3 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 100% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 3 at a minimum response time of 8:59 minutes in 91% of the time. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles

County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 3 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Contractor agrees to provide twenty-four (24) ambulance units and maintain thirteen (13) stations in EOA 3. Station locations are as follows: Altadena, Azusa, Claremont, Covina, Diamond Bar, Glendale, Glendora, Irwindale, La Canada, Pomona North, Pomona South, Pomona Main, and San Dimas. Contractor will deploy eighteen (18) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. In addition to the eighteen (18) dedicated units, Contractor will provide six (6) additional backup units and maintain mutual aid agreements, with at least two (2) experienced County licensed

9-1-1 ambulance providers in Los Angeles County, to ensure coverage when Contractor's units are unable to respond.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 3 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the Local Emergency Medical Services Agency Director prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 3, at any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 3. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

D. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

E. Contractor agrees to waive all claims for allowable contract response time exemptions in EOA 3.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D

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I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

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EXHIBIT E

No shame.
No blame.
No names.

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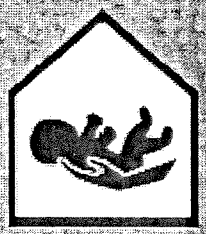

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EXHIBIT VI

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
(hereafter "Contractor").

Business Address:
5462 2nd Street
Irwindale, California 91706

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension

shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area _4_. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as

the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic

staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least

at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director,

or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services

Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would

have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's

ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other

information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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 Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County

shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to

County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and

benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor

agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 5462 2nd Street, Irwindale, California 91706. Contractor's primary business telephone number is (888) 331-1420 and facsimile/FAX number is (626) 962-2540. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1) member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport

service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I

and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE

ADVISORY BOARD Paragraph 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 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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that

common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B" and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: Westmed Ambulance, Inc.
d.b.a. McCormick Ambulance
5462 2nd Street
Irwindale, California 91706

Attention: Joe Chidley, Vice President

within Contractor's exclusive operating area, along with the company name of the backup provider to be used to provide service on Contractor's behalf, the backup provider's estimated time of arrival ("ETA") to the emergency, and if such ETA is expected to be delayed.

F. Within reasonable limits, Contractor and its approved subcontractor(s) agrees to provide backup or mutual aid emergency ambulance transportation services when requested by an authorized 9-1-1 communications center or by County contract providers from neighboring areas.

G. Contractor and its approved subcontractor(s) shall respond to any major emergency or disaster (e.g., multi-catastrophe or multi-incident emergencies) that may take place within Los Angeles County or adjacent counties, when requested by Director, or County's 9-1-1 dispatcher, or by an authorized 9-1-1 communications center, and shall participate in all Countywide emergency disaster drills and follow the Standardized Emergency Management System - Incident Command System, when requested by Director.

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

H. Contractor, in cooperation with other County contract Participants under the Program, shall, upon request of Director, service or assist in servicing for a period of up to one hundred eighty (180) calendar days: 1) any other

exclusive operating area for which that area's County operator emergency ambulance transportation agreement has been suspended or terminated, with such assistance provided at the level of service required by such other agreement; or 2) any geographic area of Los Angeles County not covered by this Agreement or other Program agreement which Director requests to be added to Contractor's exclusive operating area, with such assistance provided at the level of service required by this Agreement.

If County has paid other operator(s) for services in the geographical area immediately prior to the provision by Contractor of services in the area, the same payment structure shall be used to pay Contractor for its services there. If Contractor is one of two or more operators chosen to serve the area, a prorated payment shall be paid Contractor based on the number of transports provided by the operators during the period and the prior payment structure for that area.

Nothing herein is intended to diminish Contractor's separate legal responsibility to respond to requests or calls from 9-1-1 dispatchers or Director for emergency ambulance transportation service with available staff and vehicles.

I. Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to high professional standards, and shall comply with the protocols for patient transportation and treatment as issued by the local EMS Agency.

J. Contractor agrees, in the provision by it of emergency ambulance transportation services, to adhere to the legal and professional requirements and

standards relative to ambulance operations and personnel performance standards contained in the following:

(1) The Los Angeles County Code.

(2) The Los Angeles County Prehospital Care Policy Manual.

(3) The California Vehicle Code.

(4) The California Health and Safety Code.

(5) The California Highway Patrol Ambulance Driver's Handbook.

(6) Title 13 of the California Code of Regulations.

(7) Title 22 of the California Code of Regulations.

(8) California Business and Professions Code.

(9) State Business Safety Plan Compliance.

(10) Federal and State Occupational Safety and Health Administration ("OSHA") Blood Borne Pathogen Training Requirements.

(11) Federal and State OSHA mandated Hazardous Materials Awareness Training compliance.

(12) 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.

4. PERSONNEL REQUIREMENTS:

A. Management: Contractor and its subcontractor(s) will furnish all administrative, supervisory, technical, and all other personnel necessary to accomplish all work required under this Agreement.

B. Other Contractor Personnel:

(1) When responding to any emergency call, the Contractor's or subcontractor(s)' ambulance unit shall be staffed with a minimum of two (2) personnel including (1) a driver and (2) an ambulance attendant, both of whom must be currently certified in the State of California at the Emergency Medical Technician-I ("EMT-I") level or higher level of certification. Contractor's EMT personnel shall not exceed the scope of practice as defined by State and local regulations and policies.

(2) All Contractor and subcontractor personnel providing direct patient care services shall possess appropriate licenses including, but not limited to, a valid California Driver's License, and a California Ambulance Driver's Certificate.

(3) Contractor shall have written policies and procedures for:

a) Recruitment.

b) Pre-employment screening/hiring standards.

c) Orientation and training program for new employees.

d) In-service training and education.

e) Probation period.

f) Refresher course training.

g) Personnel evaluations.

h) Wage, salary, benefit packages, and general work conditions.

i) Work schedules/work coverage protocols.

j) Dispatch Protocols. Contractor and its subcontractor(s) shall submit prior to the commencement date of this Agreement, a written dispatch policy and procedure to the EMS Agency for review and approval by the EMS Agency Medical Director. All such policies and procedures shall be available for review at reasonable times by Director, or his/her authorized designee, and upon any upgrades which may be necessary during the Agreement term.

k) Evaluation and handling of patient in the provision of service.

l) Quality Assurance Plan.

All such policies and procedures shall be available for review at reasonable times by Director's designee.

(4) Contractor shall insure implementation of Los Angeles County EMS policies and procedures at the field level.

5. DIGITAL COMMUNICATIONS EQUIPMENT: Prior to the commencement date of this Agreement, Contractor shall obtain from County Fire and have installed by that agency (except as noted below) digital communications equipment capable of registering time in minutes and seconds (e.g., modem, radio, terminal, printer, Contractor's central dispatch site antenna, etc.) for a direct link between the County

Fire's Command and Control computer dispatching system and Contractor's dispatch communications center. During the term of Agreement, Contractor shall pay a monthly fee, for each calendar month or portion thereof, that it participates in Program. That fee is initially established at $200 per month. This fee may be increased at any time during the term of Agreement in an amount based upon the actual and documented repair/maintenance costs incurred by County's Fire Department during the twelve (12) calendar months immediately prior to such increase, and as prorated equally among the Participants in the Program. The fee is intended to cover County's costs of the provision, installation (except as noted below), and maintenance of the digital communications equipment (hardware and software); the Federal Communications Commission license (to operate on County Fire Department frequencies from a fixed dispatch site); and any upgrades which may be necessary during the Agreement term.

County will not be responsible for the installation or the removal of the antenna and antenna cable, conduit for antenna cable, wall or roof opening, power receptacle, or any other building modification to accommodate County's equipment. This responsibility shall be borne by Contractor.

Contractor shall safeguard and protect County's equipment to ensure its full operation at all times; shall allow County staff access to equipment upon request of Director or of authorized representatives of County Fire; and shall return such equipment in good condition, less ordinary wear and tear, upon expiration or earlier termination of this Agreement. Costs of removal of County's equipment from Contractor premises shall be borne equally by Contractor and County. Title to the equipment shall remain in County's name.

The monthly fee must be received by County Fire by no later than the 10th of the month following the month covered by the payment (e.g., the January, 2006 fee shall be received by no later than February 10, 2006). Monthly payments shall be mailed to:

Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294
Attention: Financial Management

Contractor's representative and a County Fire representative (designated by County Fire's Chief) shall inventory all equipment provided Contractor hereunder on or prior to the commencement date of this Agreement and shall each sign an inventory statement. Copies of that statement shall be retained by both parties.

6. OTHER COMMUNICATIONS REQUIREMENTS:

A. In addition to the County equipment secured by Contractor from County Fire referenced in Paragraph 5 above, and prior to the commencement date of this Agreement, Contractor and its subcontractor(s) shall obtain and thereafter maintain, at its costs, all communications equipment deemed by Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Contractor's approved subcontractor(s), including backup or mutual aid providers. Such communications equipment shall also include equipment for communication between on-board paramedics and base hospitals and receiving hospitals for all responding ambulance vehicles.

Communications equipment shall include, but is not necessarily limited to: ringdown/telephone lines, modems, dedicated modem/telephone lines, computer aided dispatch ("CAD"), automatic vehicle locator ("AVL") systems, mobile digital

terminals ("MDT") in vehicles, ambulance communication radios, including a hospital emergency administrative radio ("HEAR") channel, hand held communication radios, pagers, and cellular phones.

Contractor will be responsible, at its costs, for an uninterrupted power source ("UPS") system for a personal computer data link between Contractor and the authorized 9-1-1 communications center. Contractor will also be responsible, at its costs, for a UPS system between Contractor and its subcontractor(s), including backup or mutual aid providers.

A UPS system shall be sufficiently adequate to provide time for Contractor and its subcontractor(s), including backup or mutual aid providers' communication backup systems to be put in effect and to notify one another and for Contractor and its subcontractor(s) to notify the authorized 9-1-1 communications center of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, countywide integrated radio system ("CWIRS") hand held radios, etc.

Except for what Director determines to be minimum communications equipment prior to the date Contractor executes this Agreement, Contractor and its subcontractor(s) shall not be obligated to use or purchase any "state of the art" communications equipment that may be later required by a County procedural change, or by County mandate, until Contractor and Director's designee, meet and agree that such "state of the art" equipment is needed and obtainable for a reasonable cost to Contractor.

Contractor and Director's designee will meet within thirty (30) calendar days prior to the beginning of any new communications procedure or communications mandate to discuss its implementation, and if such new communications procedure or mandate will require any additional cost on the part of the Contractor. Any new procedure or mandate resulting in additional costs to Contractor must be the subject of a formal amendment by the parties to this Agreement.

Notwithstanding any other language herein, Contractor shall install and maintain at Contractor's expense any equipment mandated by Director which Director requires and the County purchases. An appropriate amendment to this Agreement shall be executed if County is to purchase any equipment for Contractor's use.

B. Contractor and its subcontractor(s) will be responsible for the direct dispatch of its ambulance units and of any backup provider's ambulance units, when informed by the authorized 9-1-1 communications center that emergency ambulance transportation services are required within Contractor's area.

C. Contractor and its subcontractor(s) shall tape and electronically time stamp all dispatch communications as received from the 9-1-1 communications center and issued by its own dispatch center.

D. Contractor and its subcontractor(s) will obtain, install, and maintain a two-way radio/telecommunication system that is capable of direct voice communication between ambulances and their dispatch center.

E. Under no circumstances shall Contractor or its subcontractor(s) respond to any request for 9-1-1 emergency service originating outside of Contractor's area without the specific prior approval of an authorized 9-1-1 communications center or of the contractor assigned to the exclusive operating area from which the request originated, except where permitted by County ordinance or by this Agreement.

7. PROCEDURES AT THE SCENE OF AN EMERGENCY:

A. Upon arrival at the scene of an emergency, Contractor's or its subcontractor(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). Generally, if Contractor's or its subcontractor(s)' personnel are the first medically qualified persons on the scene, they shall provide treatment until replaced by duly qualified personnel from the jurisdictional provider agency, or informed through the 9-1-1 dispatch 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 County Fire or other public safety agency personnel at the scene for continuation of documentation.

B. The selection of an appropriate receiving facility and traveling code shall be made in compliance with State regulations and with protocols established by Director and provided to Contractor by the local EMS Agency Director or his/her authorized representatives.

C. Contractor's and its subcontractor(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's family members and friends, and from other customary sources.

D. Contractor and its subcontractor(s) shall operate radios in conformance with all applicable rules and regulations of the Federal Communications Commission and in conformance with all applicable County procedures and protocols.

E. Upon receipt of a request for standby service originating within Contractor's area, the authorized 9-1-1 communications center shall contact Contractor and provide information regarding the location and nature of the incident for which standby services have been requested and assign an appropriate communications incident number. Standby services shall be provided only in response to requests from officials of public safety agencies. Contractor's ambulances shall respond to all such public safety agency requests immediately, and shall notify the authorized 9-1-1 communications center upon arrival at the scene. The ambulance personnel shall report to the incident commander in charge at the scene and shall serve under his or her general

supervision in accordance with the provisions of Health and Safety Code section 1798.6.

8. VEHICLE AND EQUIPMENT REQUIREMENTS:

A. Contractor and its subcontractor(s), as appropriate, will furnish all vehicles, equipment, supplies, and all other materials necessary to perform the services required under this Agreement.

(1) General Ambulance Standards, Radio Equipment:

a) Ambulance vehicles shall meet the standards specified in Title 13, California Code of Regulations and County Code, Title 7, section 7.16.210.

b) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle is maintained in good mechanical repair and sanitary condition.

c) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of the vehicle. Vehicles 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 must be of the bayonet naval connector ("BNC") type or an adapter to a BNC must be available.

(2) Safety Equipment: Ambulance units shall carry properly maintained safety equipment as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(3) Emergency Care Equipment and Supplies: Ambulance units shall carry properly maintained emergency medical care equipment and supplies as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(4) Ambulance Inspections: Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's or subcontractor(s)' ambulance units in order to ascertain Contractor's compliance with this Agreement with respect to ambulance vehicles and equipment.

(5) Uniforms: Contractor will be responsible for ensuring that all ambulance staff are provided with and wear clean uniforms that identify Contractor's or subcontractor(s)' company name.

(6) Inspections: At Director's discretion, a walk-through inspection of Contractor's and subcontractor(s)' operations and/or crew quarters may be conducted by Director or his/her authorized representatives, before the beginning of any service under this Agreement and at any time thereafter.

9. BILLING REQUIREMENTS:

A. Billing and Collection: Except as otherwise provided herein, Contractor and its subcontractor(s) shall be responsible for the billing and collection of fees from the patient of his/her authorized representative or any

other responsible private party or third party payer for any emergency transportation services rendered under this Agreement.

B. Rates Ceiling: All bills submitted by Contractor or by any of its subcontractor(s) to any such patient or representative or other responsible private party or third party payer for services rendered pursuant to this Agreement shall not exceed the applicable rate(s) listed in Exhibit "B", unless modified by action of the Board of Supervisors as provided for in Exhibit "B".

C. Dry Run Billing Policy And Rates:

(1) Contractor and its subcontractor(s) may bill the appropriate party for 9-1-1 dry runs as follows:

a) Response to a commercial location when the 9-1-1 request is made by the business owner or an authorized representative of the owner. Contractor and its subcontractor(s) may bill the business owner.

b) Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor and its subcontractor(s) may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed. No billings hereunder may be made to any public agency or public agency employee.

c) Response to disasters or potential disasters, i.e., airplane crashes, riots, floods, etc. Contractor and its subcontractor(s) may bill

the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 805.00
A2	BLS	$580.25	$ 560.25
A3	Code 3	$ 96.00	$ 86.00
A4	Code 2	$ 38.00	$ 28.00
A5	Mileage Rate	$ 13.75	$ 12.75
A6	Waiting Time	$ 38.00	$ 0.00
A7	Standby Time	$ 36.25	$ 0.00
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 52.50
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 0.00
D	Traction Splints	$ 67.50	$ 0.00
E	Transport - Non Company Medical Personnel	$ 24.25	$ 0.00
F	Neonatal Transport	$143.75	$ 0.00
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 0.00
J	Cervical Collar	$ 34.00	$ 0.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 0.00
N	Volume Ventilator	$129.25	$ 0.00
O	Respiratory Therapist/ First Three Hours	$195.25	$ 0.00
	Per Hour After First Three Hours	$ 86.00	$ 0.00
P	Pulse Oximeter	$ 65.00	$ 0.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 0.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

EXHIBIT C

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA 4

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 4 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 95% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 4 at a minimum response time of 8:59 minutes in 92% of the time. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles

County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 4 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Exclusive Operating Area 4 - Contractor agrees to provide eighteen (18) new ambulance units with twenty-four (24) hour crews and maintain ten (10) stations in EOA 4. Contractor will deploy fifteen (15) dedicated units staffed with two (2) certified Emergency Medical Technicians (EMTs) as shown on Exhibit C-1. The fifteen (15) units will be stationed in close proximity to each Los Angeles County Fire Department paramedic squad in EOA 4.

In addition to the fifteen (15) dedicated units, Contractor will provide three (3) additional backup units and maintain mutual aid agreements, with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to

ensure coverage when Contractor's units are unable to respond. All ambulance units will be equipped with new Automated Vehicle Locator (AVL) tracking technology and two-way radio communication.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 4 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the Local Emergency Medical Services Agency Director prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 4, at any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor agrees to maintain two (2) field supervisors; hire and maintain six (6) new supervisors; 112 new EMTs; and four (4) new dispatchers twenty-four (24) hours a day, seven (7) days a week in EOA 4.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 4. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three (3) months of signing this Agreement. Following the

EMS Agency approval of the Program, Contractor shall train and provide documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor shall provide one disaster trailer in EOA 4, capable of treating fifty (50) patients.

G. Contractor agrees to waive all claims for allowable contract response time exemptions in EOA 4.

H. Contractor agrees to participate in Ambulance Strike Team Program.

I. Contractor agrees to provide personal protective equipment to each EMT-I assigned to EOA 4 (i.e., protective brush jacket and rescue helmets).

J. Contractor agrees to maintain a centrally located service center facility.

K. Contractor agrees to purchase and maintain one bariatric gurney. Also, purchase and maintain Stryker 6252 Model stair chairs and backboards for each ambulance.

L. Contractor agrees to maintain a full time community liaison to oversee community programs.

M. Contractor agrees to provide two-way Motorola radios for all dedicated ambulances.

N. Contractor agrees that no ambulance used in EOA 4 shall be greater than five (5) years old.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT VII

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES

MARCH 2006

EXHCD3050:RW
02/13/2006

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EXHCD3050:RW
02/13/2006

Contract # _____

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006,

by and between the COUNTY OF LOS ANGELES (hereafter "County"),

and WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
(hereafter "Contractor").

Business Address:
5462 2nd Street
Irwindale, California 91706

WHEREAS, pursuant to the provisions of sections 1445 of the Health and Safety Code and 17000 of the Welfare and Institutions 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 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; and

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

WHEREAS, Contractor, in conjunction with various other contract participants (hereafter referred to as "Participants") in County's emergency ambulance transportation services exclusive operation area program (hereafter referred to as "Program") with which County has contracted or will be contracting, does possess and operate such equipment and vehicles and is willing to provide same to assist in meeting such objective; and

WHEREAS, in response to County's request for proposals ("RFP") for the provision of emergency ambulances transportation services within the exclusive operating area(s) defined herein, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, County's competitive RFP process for the award of exclusive emergency ambulance transportation service operating areas has been authorized by the State Emergency Medical Services ("EMS") authority; and

WHEREAS, as a result of such process, County has selected Contractor to provide such services; and

WHEREAS, County hereby awards Contractor with an emergency ambulance transportation service, exclusive operating area in the Program, as more particularly set forth below; and

WHEREAS, statutory authority for this Agreement is found in Government Code sections 26227 and 31000, in Welfare and Institutions Code section 17000, and California Health and Safety Code sections 1443, 1444, and 1797.224.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. This Agreement shall become effective on _____. 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 May 31, 2016.

B. 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.

C. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately if Contractor, its agents, subcontractor(s), or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, subcontractor(s), or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting services from it, or if Contractor's County ambulance operator business license has been suspended or revoked pursuant to the Los Angeles County Code. Notification of any such suspension

shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, the service area covered, as well as the length of the suspension. If it appears to Director that the course of conduct precipitating the suspension justifies the Agreement's termination, Director shall request advice about such termination from the Ambulance Advisory Board, established pursuant to the AMBULANCE ADVISORY BOARD Paragraph of this Agreement, concurrently with giving notice of such suspension.

D. 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, 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.

E. Notwithstanding any of the foregoing provisions, either party may cancel or terminate this Agreement at any time, with or without cause, by giving at least three hundred sixty-five (365) calendar days prior written notice thereof to the other.

2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing one or more persons who shall be assigned to function as liaison to Director and to the Los Angeles County Fire Department and any other Municipal Fire Department covered by this Agreement, to address day-to-day performance issues and Contractor's performance under the Agreement.

3. EXCLUSIVITY: The parties acknowledge that the efficient, cost effective, and coordinated provision and management of 9-1-1 emergency ambulance transportation services by Contractor, and the efficient, cost effective, and coordinated operation by County of the Program, require that Contractor be granted an exclusive operating area as authorized by State law pursuant to section 1797.224 of the California Health and Safety Code. Therefore, this Agreement establishes Contractor as County's exclusive provider of primary emergency ambulance transportation services within exclusive operating area _7_. County will make all reasonable efforts to assure that Contractor will receive all 9-1-1 calls for emergency ambulance transport service as

the primary provider within Contractor's exclusive operating area, except in major emergency or disaster situations.

However, this exclusivity does not apply to any Federal, State, or County operated ambulance vehicle, or to a city government operated ambulance vehicle 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 exclusive operating area to provide emergency ambulance transportation services.

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 7.16.100D), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.

Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in Exhibit "C", attached hereto and incorporated herein by reference.

4. DESCRIPTION OF SERVICE: Contractor agrees to provide emergency medical technician-I ("EMT-I") staffed, emergency ambulance transportation services as the primary responder to persons in need of such service in the manner and form described in the body of this Agreement and in Exhibit "A", attached hereto and incorporated herein by reference. It is understood that Contractor may have paramedic

staffed ambulance units. The number of such units which Contractor may have for this purpose shall be determined by Director in his/her sole discretion and in a manner which is consistent with existing DHS policies and procedures as they may be revised from time-to-time by Director. Notwithstanding the availability of paramedic staffed ambulances, the Consolidated Fire Protection District of Los Angeles County ("County Fire") shall render paramedic first responder services, including advance life support ("ALS") assessment and ALS services in conjunction with the transport of the patients, when dispatched to an emergency pursuant to County Fire's established criteria and procedures, in those portions of Contractor's exclusive operating area, if any, over which County Fire is legally responsible. Similarly, city fire departments shall render paramedic first responder services, including ALS assessment and ALS services in conjunction with the transport of the patients, when dispatched pursuant to each city fire department's own established criteria and procedures, to an emergency in a portion of the Contractor's exclusive operating area over which the city fire department has legal responsibility, irrespective of the availability of Contractor's paramedic.

5. GENERAL RESPONSIBILITIES OF CONTRACTOR:

A. Ambulance Personnel: Contractor agrees to maintain records of the necessary drivers' licenses, ambulance drivers' certificates, medical examination report (DL-51), and appropriate Emergency Medical Services ("EMS") certificates, including license or certificate numbers and expiration dates, for all ambulance personnel answering calls within Contractor's exclusive operating area. Qualifications for personnel staffing Contractor's vehicles shall be at least

at the minimum certification level required by State law and the Los Angeles County Code.

B. Employee Performance: Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance. Personnel of each ambulance when answering a call shall be neat and clean in appearance; shall be properly identified by a name tag with the employees's name, company's name and insignia, and the employee's level of prehospital care certification; and shall handle the ill and injured in a manner consistent with proper emergency care procedures.

C. Crew Quarters: Contractor agrees that crew quarters in each of its facilities from which emergency transportation services are provided under this Agreement shall be maintained in a clean, sanitary, and liveable condition, and shall include kitchen and shower facilities. Director may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

D. Equipment: Contractor shall maintain all of the ambulance equipment used hereunder in good sanitary order, working condition, and repair at all times. This equipment shall be subject to inspection upon request by Director. All ambulances shall be equipped with adequate equipment and supplies, including, but not necessarily limited to, equipment designated by State regulation, County ordinance, and local EMS Agency policies.

E. Vehicle Inspections: Ambulances used pursuant to this Agreement shall be subject to inspection by members of the California Highway Patrol and by County staff designated by Director. Contractor shall maintain files of reports for all such California Highway Patrol inspections and they shall be available for inspection by Director or his authorized representative pursuant to the RECORDS Paragraph, of this Agreement. For each ambulance vehicle used pursuant to this Agreement, a California Highway Patrol permit and County of Los Angeles business license shall be obtained and kept in force by Contractor.

F. Expenses: Except as may be provided in Paragraphs 9 and 10 below, all expenses incurred in operating the emergency ambulance transportation service provided herein shall be borne by Contractor.

6. RULES AND REGULATIONS: Contractor shall abide by all rules and regulations of the California Highway Patrol, the State Department of Health Services, and all other State laws and regulations pertaining to the operation of ambulance services in California. Except as may expressly be noted herein, Contractor shall also abide by ordinances of the County of Los Angeles, including but not limited to, those found in Los Angeles County Code Title 7, Chapter 7.16, and in the local EMS Agency policies, as the foregoing are now enacted or may hereafter be amended.

7. AMBULANCE RESPONSE WITHIN EXCLUSIVE OPERATING AREA AND CREW/STATION LOCATIONS: Contractor shall respond with its closest appropriately staffed ambulance(s) to the scene of the incident, to all calls made therefor by duly authorized representatives of an authorized 9-1-1 communications center, County's Sheriff's Department, County's Fire Department, the California Highway Patrol, Director,

or of any other public safety agency authorized by Director to dispatch emergency ambulance vehicles. In the event Contractor does not have an ambulance vehicle immediately available to respond in accordance with this Agreement, Contractor will provide the service through a "backup" provider of ambulance services, who must provide the service in accordance with all requirements of this Agreement. (Contractor must have at least one "backup" provider who has agreed with Contractor in writing to serve in this capacity. Each "backup" provider must be currently licensed by the County to serve as an ambulance provider.) 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 dispatch agency of this delay, the responding company's name, and the responding provider's estimated new time of arrival. Contractor shall maintain accurate electronically time stamped dispatch communication tapes and records of response times. These tapes and records shall be made available for review by Director or by authorized representatives of the Los Angeles County Fire Department, or both, at all reasonable times upon request. Contractor agrees that it will keep Director apprised of its branch offices and the names of auxiliary ambulance companies under the control of Contractor's parent companies, together with their names, addresses, telephone numbers, the number of ambulances normally available from each address, and such other pertinent information as may be requested by Director.

Contractor shall provide Director with a list of all of its ambulance crew/station locations prior to the effective date of this Agreement. Contractor shall thereafter notify in writing County's Department of Health Services, Emergency Medical Services

Division, 5555 Ferguson Drive, Suite 220, Commerce, California 90022, of any change in ambulance crew/station locations at least thirty (30) calendar days prior to the effective date thereof.

8. TRANSPORTATION TO MEDICAL FACILITY: In the absence of decisive factors to the contrary, Contractor shall transport emergency patients hereunder in accordance with Title 13 of the California Code of Regulations and with the destination policies of the County's Department of Health Services. Contractor shall familiarize all of its personnel with the provisions of these regulations and policies.

Pursuant to policies and procedures of County's Departments of Health Services and of County Fire, and subject to the availability of personnel and equipment, County shall provide paramedic/EMT-I personnel to assist Contractor's crews during transport, and also at the scene, when deemed medically necessary by County or by County Fire personnel.

9. BILLING AND PAYMENT: Except as specified below, Contractor and its subcontractor(s) may bill patients and third party payers 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" and "B", attached hereto and incorporated herein by reference. 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" [defined for purposes of this Agreement only as County of Los Angeles General Relief ("GR") patients, County Community Health Plan ("CHP") members, persons who would

have no liability for charges under the County's Ability-to-Pay ("ATP") program, or persons covered by any other Board-approved County plan.].

There shall be no billing hereunder to County or other local governmental agency or district by Contractor or its subcontractor(s) for "uncollectibles", "indigents", "dry runs", "prisoner or custody patients", or "County-responsible patient" transports, as defined above. No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the County Fire/Contractor ALS Billing Agreement, not attached hereto.

Contractor and its subcontractor(s) may bill the appropriate responsible party for dry runs under certain conditions defined in the further provisions regarding billings covered in Exhibit "A".

10. COUNTY'S CONSIDERATION: As consideration for Contractor's duties hereunder, including Contractor's agreement to provide services to patients in custody and to County-responsible patients as designated in the BILLING AND PAYMENT Paragraph, County shall provide Contractor with the use and support of the County's EMS system, personnel, and infrastructure ("County Services"), and the provision of dispatch services and the Reddinet computer system for patient destination, an integral function of EMS transport . Subject to County policies, procedures, or ordinances (as amended from time-to-time), and to any limitations specified therein and the availability of resources, County Services shall include, but not be limited to, the following:

A. Operation of the County's communication center to receive 9-1-1 calls and transmit those calls to Contractor to facilitate the dispatch of Contractor's

ambulances and the operation of the County's Reddinet Computer System and the communication of information from that system to contractor; and

B. Assistance of County Fire paramedics through County Fire's first responder program, including assistance by County paramedics to Contractor's crews both at the scene and during transport; and

C. Disaster management training, accreditation of EMT training programs, consumer complaints and resolution, and quality improvement reviews.

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 [except for any subsidy provided for below] (other than sums forfeited by Contractor under the separate contract program referred hereinbelow), except that Contractor may bill the County's workers compensation program, if appropriate, for ambulance service necessitated by work related injuries of County employees.

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.

11. RECORDS:

A. Retention and Location of Records: Contractor shall maintain accurate books, documents, and records reflecting services provided, invoices submitted, or automated billing records generated, as well as records on all other

information specifically required by other provisions of this Agreement. To the extent applicable, all such books, documents, records, and information shall be prepared and maintained in accordance with generally accepted accounting principles and shall be retained by Contractor at locations in Southern California. During the term of this Agreement, and for a period of five (5) years thereafter, all such books, records, documents, and information shall be made available during County's normal business hours to authorized representatives of County's Department of Auditor-Controller, of Director, and of County Fire, for inspection, audit, and copying.

B. Federal Access to Records: If and to the extent that Section 1861 (v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of four (4) years from the date services were rendered 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 Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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.

C. Dispatch Communication Tapes: Contractor shall maintain electronically time stamped dispatch communication tapes on the dispatch hereunder of all emergency ambulance vehicles. Each such tape 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 Director or to authorized representatives of County Fire, or both, for review and copying at all reasonable times upon request.

D. Response Time Records: Contractor shall keep adequate records of response times, total number of patients transported, total number of custody patients, CHP patients, GR patients, and persons who would have no liability for charges under the County's ATP program, respectively transported, number of trips made, mileage, special accommodations, and length (time) of transportation in a manner that can be audited by County staff designated by Director. Such records shall be maintained and retained in the manner and for the period prescribed in subparagraph "A" of this Paragraph.

12. AUDITS:

A. In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by an auditor or accountant employed by Contractor or otherwise, relating to services hereunder, Contractor shall file a copy of each such audit report with the County of Los Angeles, Auditor-Controller, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable State or Federal regulations. County

shall make reasonable efforts to maintain the confidentiality of such audit reports.

B. Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with Contractor's acts or omissions, or both, arising from or relating to this Agreement.

14. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to provide and maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County's Risk Manager shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation of any policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's Risk Manager approval. County's Risk Manager retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, to require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Any such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County's Risk Manager, with an A.M. Best rating of not less than A:VII, unless otherwise approved by County's Risk Manager.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to

County's Risk Manager, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor under this Agreement or under any other contract that County has with Contractor, any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to Director:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within two (2) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County's contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this

Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure that any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. Director retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

15. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $3 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million
Disease - Policy Limit:	$1 Million
Disease - Each Employee:	$1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than $2 Million per occurrence and $5 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

16. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and 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 County and Contractor. Contractor is an independent 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.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of its employees, all legally required employee compensation and

benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to or on behalf of any personnel provided by Contractor.

C. Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

Contractor shall bear, or if appropriate, its subcontractor shall bear, the sole liability and responsibility for any and all workers' compensation benefits to any of its employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

D. Except for County paramedic/EMT-I personnel as specified in the TRANSPORTATION TO MEDICAL FACILITY and COUNTY'S CONSIDERATION Paragraphs, Contractor understands and agrees that persons furnishing emergency ambulance transportation services pursuant to this Agreement are, for purposes of workers' compensation liability, employees of Contractor or of one of its subcontractor(s), and are not employees of County.

17. DELEGATION AND ASSIGNMENT:

A. Contractor may not delegate its duties or assign its rights hereunder, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. It is understood that this provision is inapplicable to Contractor

agreements with "backup or mutual aid providers" who shall provide emergency ambulance transportation service response services when Contractor's own units are being utilized for other calls.

B. Any delegation or assignment, or both, shall be in the form of a formally written subcontract document. Contractor's request to Director for approval of a subcontract for ambulance services shall include:

(1) Identification of the proposed subcontractor, who shall be a County licensed operator for the provision of emergency ambulance transportation services.

(2) A description of the services to be provided under the subcontract.

(3) A description of the specific geographic area(s) of Contractor's exclusive operating area within which the primary emergency ambulance transportation services will be provided by the subcontractor(s).

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

D. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the Exhibits of this Agreement.

E. At least forty-five (45) calendar days prior to its proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, followed by County's Board of Supervisor's consent, the subcontract may proceed.

F. Shareholders or partners, or both, 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 persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 5462 2nd Street, Irwindale, California 91706. Contractor's primary business telephone number is (888) 331-1420 and facsimile/FAX number is (626) 962-2540. Contractor shall notify in writing County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, of any change in its business address at least ten (10) calendar days prior to the effective date thereof.

19. AMBULANCE ADVISORY BOARD: Director shall be responsible for the formation of the Ambulance Advisory Board. The Ambulance Advisory Board shall normally consist of nine (9) members made up of the following participants: two (2) members selected by Director to represent County's local EMS Agency; one (1) member designated by County's Chief Administrative Officer; one (1) member designated by County Fire; one (1) member designated by the League of California Cities; two (2) members selected by Director from current private emergency ambulance companies providing emergency ambulance transportation services as prime contractors under County's emergency ambulance transportation services, exclusive operating area program (membership from this group shall be rotated by Director among the current County contract emergency ambulance transportation service providers each January); one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, but which does not participate as a provider of emergency ambulance transportation services in County's exclusive operating area contract program, with such membership rotated by Director each January; and one (1) member selected by Director from a private ambulance company licensed by County to operate in Los Angeles County, and which currently subcontracts or has a written agreement to provide backup emergency ambulance transportation services to a private ambulance company serving as a prime contractor in County's exclusive operating area program, with such membership rotated by Director each January. In matters affecting medical care standards or performance, the local EMS Agency Medical Director or his physician designee shall also serve on the Ambulance Advisory Board. In matters affecting the delivery of paramedic transport

service in certain cities whose city governments have contracted with the County for the provision of County-sponsored private operator paramedic services, a representative of such affected city shall also serve as a member.

Participation by all Ambulance Advisory Board members shall be without special fee or compensation. Subject to specific term requirements which may be established under this Paragraph, Ambulance Advisory Board members selected by Director shall serve at Director's pleasure.

Contractor's representative's participation as a member of the Ambulance Advisory Board, if Contractor's representative is otherwise appropriately designated a member, shall be limited to only those Advisory Board issues that do not directly involve Contractor's operation. Contractor agrees to allow Director to appoint a representative of another current emergency ambulance provider, or a neutral party, who both Contractor and Director agree upon, to serve on the Ambulance Advisory Board in Contractor's representative's place for any Ambulance Advisory Board matter in which Contractor's representative's participation may be viewed as a potential conflict of interest.

One of the Director's local EMS Agency selectees shall be the chairman of the Ambulance Advisory Board, and shall preside over all the proceedings. The Ambulance Advisory Board, which shall be self-governing, shall serve as an advisory body to Director for the following issues:

A. Cause for issuance of written notice of default to a private ambulance contractor participating in the County's emergency ambulance transportation service, exclusive operating area program.

B. Disputes between Contractor and other emergency ambulance transportation services providers regarding the County's emergency ambulance transportation services exclusive operating area program.

C. Other issues affecting the delivery of emergency ambulance transportation services in Los Angeles County.

The Advisory Board shall meet upon request of Director. Meetings of the Advisory Board shall be open to the public unless provisions of the California Public Meeting Laws permit all or a portion of the meeting to be closed.

20. EMERGENCY AMBULANCE TRANSPORTATION SERVICE QUALITY IMPROVEMENT PROGRAM: Contractor shall cooperate in all respects with Director's medical quality improvement program for emergency ambulance transportation services and permit access by Director's quality improvement representatives to Contractor's patient run reports and other records.

In addition, Contractor shall establish an internal quality improvement program to include a 1) QI plan annually which reflects Contractors current QI submitted to the Director, 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to EMT scope of practice, analysis of data (include actions such as classes, meetings, etc.), and 3) documented organizational QI meetings to ensure compliance with Agreement requirements and adherence to medical protocols and performance standards as established by the local EMS Agency. In the performance of County quality improvement audits, identified problems associated with Agreement compliance (other than those listed as issues for review by the local EMS Agency) may be referred by Director for review by the Ambulance Advisory Board; issues associated with EMT-I

and paramedic performance, or concerning adherence to the California Code of Regulations, Title 22, Division 9, or to County's Prehospital Care Policy Manual (Ref. 618, 620, 620.1), shall be reviewed annually by the local EMS Agency.

21. DEFAULT FOR INSOLVENCY:

A. County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

(2) The filing of a voluntary petition to have Contractor declared bankrupt.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. In the event the Agreement is terminated as provided in this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, County may immediately assume control of all or a portion of Contractor's emergency ambulance transportation service 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, the Ambulance Advisory Board provided in the AMBULANCE

ADVISORY BOARD Paragraph 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 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 one hundred eighty (180) calendar days.

C. Upon Contractor's "default" as defined in Subparagraph A of this Paragraph or for any of the reasons defined in the DEFAULT Paragraph, Contractor's EMT-I 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.

D. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

22. DEFAULT:

A. County may, subject to the provisions of subparagraph B below, by written notice of default to Contractor, suspend or terminate the whole or any part of this Agreement in any one of the following circumstances:

(1) If Contractor fails to perform the services within the time specified herein or any extension thereof; or

(2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress so as to endanger performance of this Agreement in accordance with its terms.

B. If any one of the circumstances identified in subparagraph A above occurs, County shall give Contractor written notice of default. In the event Contractor does not cure such failure within a period of thirty (30) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure, County shall give Contractor written notice of suspension, and other Participants in the County's Program shall provide the services otherwise contracted for herein by Contractor. Suspension of the Contractor's operations shall not cause the termination of Agreement.

C. In the event Contractor's operations are suspended, County may implement the procedures defined in the DEFAULT FOR INSOLVENCY Paragraph to provide services or may direct other Participants in the Program (and Contractor is a Participant for purposes of another Participant's suspension from the Program) to provide services otherwise contracted for herein by Contractor for a period of one hundred eighty (180) calendar days. Upon the expiration of ninety (90) calendar days of the one hundred eighty (180) day period, this Agreement shall terminate unless Contractor, under new management, is able to resume operations in accordance with the Agreement terms. After the lapse of the one hundred eighty (180) day period, if County has not secured a replacement operator, despite due diligence, for the exclusive operating area previously served by Contractor, then the parties understand that

common law and statutory law require any licensed ambulance provider, including a Participant, to respond to emergency calls within the area.

D. Contractor shall not be liable for any excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

E. If, after notice of default of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, the rights and obligations of Contractor shall be reinstated.

F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

23. CAUSE FOR IMMEDIATE SUSPENSION: Director shall have the right to immediately suspend services under this Agreement in the event of a suspension or revocation of any of Contractor's ambulance operator's license under provisions of either the Vehicle Code or the Los Angeles County Code.

24. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS." The terms and conditions therein contained are part of this Agreement.

25. MERGER: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C" attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. To the extent, any conflict exists between the language of the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B", and "C", the body of this Agreement, the ADDITIONAL PROVISIONS, Attachment "I", and Exhibit(s) "A", "B" and "C" in that order shall govern and prevail in that order.

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

26. CITIES: Contractor shall provide Director at least thirty (30) calendar days prior written notice of its intention to execute an agreement with a city governmental agency located in Los Angeles County for the provision of emergency ambulance transportation services within that city's territory.

27. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, 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 and seek damages.

28. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, return receipt requested, and addressed as follows:

To County: 1. Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Division Chief

To County: 2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
6th Floor-East
Los Angeles, California 90012

Attention: Division Chief

To Contractor: Westmed Ambulance, Inc.
d.b.a. McCormick Ambulance
5462 2nd Street
Irwindale, California 91706

Attention: Joe Chidley, Vice President

If personally delivered, such notice shall be deemed given upon delivery. If mailed in accordance with this Paragraph, such notice shall be deemed given as of the date indicated on the return receipt. Either party may change its address for notice purposes by giving prior written notice of such change to the other party in accordance with this Paragraph.

29. CONTRACTOR'S WILLINGNESS TO CONSIDER OTHER AMBULANCE SERVICE PROVIDERS EMPLOYEES FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other ambulance service providers of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Subject to paragraphs 5 and 6, in the Additional Provisions section of this Agreement, such referred permanent or former employees shall be given consideration of employment 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 for any future employment opening if they meet the minimum qualifications for that opening.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of

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said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer of the Board of Supervisors of the County of Los Angeles

By _____
Deputy

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE
Contractor

By _____

Tom Millsap
Print Name

Title: CEO
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF HEALTH SERVICES

By Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants Division

APPROVED AS TO PROGRAM:

DEPARTMENT OF HEALTH SERVICES

By Carol Meyer
Director, Emergency Medical Services Division

02/13/2006
EXHCD3050.RW

g) Personnel evaluations.

h) Wage, salary, benefit packages, and general work conditions.

i) Work schedules/work coverage protocols.

j) Dispatch Protocols. Contractor and its subcontractor(s) shall submit prior to the commencement date of this Agreement, a written dispatch policy and procedure to the EMS Agency for review and approval by the EMS Agency Medical Director. All such policies and procedures shall be available for review at reasonable times by Director, or his/her authorized designee, and upon any upgrades which may be necessary during the Agreement term.

k) Evaluation and handling of patient in the provision of service.

l) Quality Assurance Plan.

All such policies and procedures shall be available for review at reasonable times by Director's designee.

(4) Contractor shall insure implementation of Los Angeles County EMS policies and procedures at the field level.

5. DIGITAL COMMUNICATIONS EQUIPMENT: Prior to the commencement date of this Agreement, Contractor shall obtain from County Fire and have installed by that agency (except as noted below) digital communications equipment capable of registering time in minutes and seconds (e.g., modem, radio, terminal, printer, Contractor's central dispatch site antenna, etc.) for a direct link between the County

Fire's Command and Control computer dispatching system and Contractor's dispatch communications center. During the term of Agreement, Contractor shall pay a monthly fee, for each calendar month or portion thereof, that it participates in Program. That fee is initially established at $200 per month. This fee may be increased at any time during the term of Agreement in an amount based upon the actual and documented repair/maintenance costs incurred by County's Fire Department during the twelve (12) calendar months immediately prior to such increase, and as prorated equally among the Participants in the Program. The fee is intended to cover County's costs of the provision, installation (except as noted below), and maintenance of the digital communications equipment (hardware and software); the Federal Communications Commission license (to operate on County Fire Department frequencies from a fixed dispatch site); and any upgrades which may be necessary during the Agreement term.

County will not be responsible for the installation or the removal of the antenna and antenna cable, conduit for antenna cable, wall or roof opening, power receptacle, or any other building modification to accommodate County's equipment. This responsibility shall be borne by Contractor.

Contractor shall safeguard and protect County's equipment to ensure its full operation at all times; shall allow County staff access to equipment upon request of Director or of authorized representatives of County Fire; and shall return such equipment in good condition, less ordinary wear and tear, upon expiration or earlier termination of this Agreement. Costs of removal of County's equipment from Contractor premises shall be borne equally by Contractor and County. Title to the equipment shall remain in County's name.

The monthly fee must be received by County Fire by no later than the 10th of the month following the month covered by the payment (e.g., the January, 2006 fee shall be received by no later than February 10, 2006). Monthly payments shall be mailed to:

Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, California 90063-3294
Attention: Financial Management

Contractor's representative and a County Fire representative (designated by County Fire's Chief) shall inventory all equipment provided Contractor hereunder on or prior to the commencement date of this Agreement and shall each sign an inventory statement. Copies of that statement shall be retained by both parties.

6. OTHER COMMUNICATIONS REQUIREMENTS:

A. In addition to the County equipment secured by Contractor from County Fire referenced in Paragraph 5 above, and prior to the commencement date of this Agreement, Contractor and its subcontractor(s) shall obtain and thereafter maintain, at its costs, all communications equipment deemed by Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Contractor's approved subcontractor(s), including backup or mutual aid providers. Such communications equipment shall also include equipment for communication between on-board paramedics and base hospitals and receiving hospitals for all responding ambulance vehicles.

Communications equipment shall include, but is not necessarily limited to: ringdown/telephone lines, modems, dedicated modem/telephone lines, computer aided dispatch ("CAD"), automatic vehicle locator ("AVL") systems, mobile digital

terminals ("MDT") in vehicles, ambulance communication radios, including a hospital emergency administrative radio ("HEAR") channel, hand held communication radios, pagers, and cellular phones.

Contractor will be responsible, at its costs, for an uninterrupted power source ("UPS") system for a personal computer data link between Contractor and the authorized 9-1-1 communications center. Contractor will also be responsible, at its costs, for a UPS system between Contractor and its subcontractor(s), including backup or mutual aid providers.

A UPS system shall be sufficiently adequate to provide time for Contractor and its subcontractor(s), including backup or mutual aid providers' communication backup systems to be put in effect and to notify one another and for Contractor and its subcontractor(s) to notify the authorized 9-1-1 communications center of such action. Backup systems may include, but are not necessarily limited to: generators with fuel supply, cellular phones, countywide integrated radio system ("CWIRS") hand held radios, etc.

Except for what Director determines to be minimum communications equipment prior to the date Contractor executes this Agreement, Contractor and its subcontractor(s) shall not be obligated to use or purchase any "state of the art" communications equipment that may be later required by a County procedural change, or by County mandate, until Contractor and Director's designee, meet and agree that such "state of the art" equipment is needed and obtainable for a reasonable cost to Contractor.

Contractor and Director's designee will meet within thirty (30) calendar days prior to the beginning of any new communications procedure or communications mandate to discuss its implementation, and if such new communications procedure or mandate will require any additional cost on the part of the Contractor. Any new procedure or mandate resulting in additional costs to Contractor must be the subject of a formal amendment by the parties to this Agreement.

Notwithstanding any other language herein, Contractor shall install and maintain at Contractor's expense any equipment mandated by Director which Director requires and the County purchases. An appropriate amendment to this Agreement shall be executed if County is to purchase any equipment for Contractor's use.

B. Contractor and its subcontractor(s) will be responsible for the direct dispatch of its ambulance units and of any backup provider's ambulance units, when informed by the authorized 9-1-1 communications center that emergency ambulance transportation services are required within Contractor's area.

C. Contractor and its subcontractor(s) shall tape and electronically time stamp all dispatch communications as received from the 9-1-1 communications center and issued by its own dispatch center.

D. Contractor and its subcontractor(s) will obtain, install, and maintain a two-way radio/telecommunication system that is capable of direct voice communication between ambulances and their dispatch center.

E. Under no circumstances shall Contractor or its subcontractor(s) respond to any request for 9-1-1 emergency service originating outside of Contractor's area without the specific prior approval of an authorized 9-1-1 communications center or of the contractor assigned to the exclusive operating area from which the request originated, except where permitted by County ordinance or by this Agreement.

7. PROCEDURES AT THE SCENE OF AN EMERGENCY:

A. Upon arrival at the scene of an emergency, Contractor's or its subcontractor(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). Generally, if Contractor's or its subcontractor(s)' personnel are the first medically qualified persons on the scene, they shall provide treatment until replaced by duly qualified personnel from the jurisdictional provider agency, or informed through the 9-1-1 dispatch 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 County Fire or other public safety agency personnel at the scene for continuation of documentation.

B. The selection of an appropriate receiving facility and traveling code shall be made in compliance with State regulations and with protocols established by Director and provided to Contractor by the local EMS Agency Director or his/her authorized representatives.

C. Contractor's and its subcontractor(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's family members and friends, and from other customary sources.

D. Contractor and its subcontractor(s) shall operate radios in conformance with all applicable rules and regulations of the Federal Communications Commission and in conformance with all applicable County procedures and protocols.

E. Upon receipt of a request for standby service originating within Contractor's area, the authorized 9-1-1 communications center shall contact Contractor and provide information regarding the location and nature of the incident for which standby services have been requested and assign an appropriate communications incident number. Standby services shall be provided only in response to requests from officials of public safety agencies. Contractor's ambulances shall respond to all such public safety agency requests immediately, and shall notify the authorized 9-1-1 communications center upon arrival at the scene. The ambulance personnel shall report to the incident commander in charge at the scene and shall serve under his or her general

supervision in accordance with the provisions of Health and Safety Code section 1798.6.

8. VEHICLE AND EQUIPMENT REQUIREMENTS:

A. Contractor and its subcontractor(s), as appropriate, will furnish all vehicles, equipment, supplies, and all other materials necessary to perform the services required under this Agreement.

(1) General Ambulance Standards, Radio Equipment:

a) Ambulance vehicles shall meet the standards specified in Title 13, California Code of Regulations and County Code, Title 7, section 7.16.210.

b) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle is maintained in good mechanical repair and sanitary condition.

c) Contractor and its subcontractor(s) shall ensure that each ambulance vehicle has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of the vehicle. Vehicles 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 must be of the bayonet naval connector ("BNC") type or an adapter to a BNC must be available.

(2) Safety Equipment: Ambulance units shall carry properly maintained safety equipment as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(3) Emergency Care Equipment and Supplies: Ambulance units shall carry properly maintained emergency medical care equipment and supplies as specified in Title 13, California Code of Regulations and the Los Angeles County Prehospital Care Policy Manual.

(4) Ambulance Inspections: Director or his/her authorized representatives may at any reasonable time, without prior notice, inspect Contractor's or subcontractor(s)' ambulance units in order to ascertain Contractor's compliance with this Agreement with respect to ambulance vehicles and equipment.

(5) Uniforms: Contractor will be responsible for ensuring that all ambulance staff are provided with and wear clean uniforms that identify Contractor's or subcontractor(s)' company name.

(6) Inspections: At Director's discretion, a walk-through inspection of Contractor's and subcontractor(s)' operations and/or crew quarters may be conducted by Director or his/her authorized representatives, before the beginning of any service under this Agreement and at any time thereafter.

9. BILLING REQUIREMENTS:

A. Billing and Collection: Except as otherwise provided herein, Contractor and its subcontractor(s) shall be responsible for the billing and collection of fees from the patient of his/her authorized representative or any

other responsible private party or third party payer for any emergency transportation services rendered under this Agreement.

B. Rates Ceiling: All bills submitted by Contractor or by any of its subcontractor(s) to any such patient or representative or other responsible private party or third party payer for services rendered pursuant to this Agreement shall not exceed the applicable rate(s) listed in Exhibit "B", unless modified by action of the Board of Supervisors as provided for in Exhibit "B".

C. Dry Run Billing Policy And Rates:

(1) Contractor and its subcontractor(s) may bill the appropriate party for 9-1-1 dry runs as follows:

a) Response to a commercial location when the 9-1-1 request is made by the business owner or an authorized representative of the owner. Contractor and its subcontractor(s) may bill the business owner.

b) Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor and its subcontractor(s) may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed. No billings hereunder may be made to any public agency or public agency employee.

c) Response to disasters or potential disasters, i.e., airplane crashes, riots, floods, etc. Contractor and its subcontractor(s) may bill

the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.

d) 9-1-1 response where the Contractor's or subcontractor(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, Contractor and its subcontractor(s) may bill the patient or appropriate third party under the following conditions:

- The patient, a member of the patient's family, or a legal guardian/conservator of the patient requested the response; and
- The patient is <u>not</u> a "County patient", as defined in the body of the Agreement.

(2) Contractor and its subcontractor(s) shall bill for "dry run" responses at no more than the Contractor rate maximums listed in Exhibit "B" for the following services only, as applicable:

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

b) Response to a call with equipment and personnel at a Basic Life Support ("BLS") level.

c) Code 3 used during response.

d) Waiting Time.

e) Standby Time.

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

10. DATA COLLECTION AND REPORTING REQUIREMENTS: Under this Agreement, Contractor's and subcontractor(s)' data collection and reporting systems shall perform or provide the following:

A. For each request for ambulance service from an authorized 9-1-1 communications center, or as received directly from a private individual, regardless of geographic origin, and including mutual aid given or received, Contractor's or its subcontractor's dispatch center personnel shall maintain an approved magnetic tape record, using approved coding conventions and electronic time-stamping rules, and when requested, shall furnish such information to Director.

B. For each Contractor patient not treated by County Fire personnel or by other public safety agency personnel, Contractor ambulance personnel shall complete an approved Los Angeles County EMS Report Form.

C. Contractor and any of its subcontractor(s) shall document in its files each instance wherein a presumptively defined emergency call resulted in a response time in excess of the response time defined under Paragraph 3.D. of this Exhibit, listing the reasons for the delayed response time, and including a summary of steps taken by Contractor or the subcontractor(s) to eliminate that cause of poor response time performance.

D. Contractor and its subcontractor(s) shall maintain billing and accounts receivable information as required by Director, with billing records capable of documenting compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated.

E. Contractor and its subcontractor(s) shall maintain an active list of employee ambulance personnel including their qualifications, driver's certificates, and licenses with expiration dates.

F. Upon request of Director, Contractor shall prepare and submit written reports on any incident arising out of services provided under this Agreement.

G. Contractor shall provide such additional information and reasonable reports as Director may require from time-to-time to monitor properly the performance of Contractor under this Agreement.

H. Contractor shall format and complete a County local EMS agency monthly response time report for its exclusive operating area, and a separate report with separate data for each of its subcontractor(s) within an exclusive operating area, if applicable, which shall include all of the information outlined in Attachment I, attached hereto and incorporated herein by reference. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor. The response time report shall be completed in triplicate. Contractor shall retain one report copy for its own records and shall forward one report copy to each of the following County Departments:

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: Ambulance Program Coordinator

Los Angeles County Fire Department
c/o Emergency Medical Services Section
5801 South Eastern Avenue, Suite 100
Los Angeles, California 90040
Attention: Director of EMS

The response time report must be received by both County Departments by no later than the 25th of the month following the report month.

I. Contractor shall prepare and submit an annual report, by March 1 of each year, summarizing the number of transports by census tract of County-responsible patients, as defined in the BILLING AND PAYMENT Paragraph of this Agreement, transported in the prior calendar year.

02/13/2006
EXHCD3050.RW

EXHIBIT B

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT
GENERAL PUBLIC AMBULANCE RATES

Contractor's general public ambulance rates for 9-1-1 services chargeable to patient, their families, and third party payers for the services listed below shall not exceed the following:

COUNTY CODE SECTION 7.16.280 RATE SCHEDULE FOR AMBULANCES

CODE	ITEM	Maximum County Code Rates Effective July 1, 2005 - June 30, 2006	Contractor General Public Ambulance Rates Effective July 1, 2005 - June 30, 2006*
A1	ALS	$825.75	$ 805.00
A2	BLS	$580.25	$ 560.25
A3	Code 3	$ 96.00	$ 86.00
A4	Code 2	$ 38.00	$ 28.00
A5	Mileage Rate	$ 13.75	$ 12.75
A6	Waiting Time	$ 38.00	$ 0.00
A7	Standby Time	$ 36.25	$ 0.00
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

COUNTY CODE SECTION 7.16.310 SPECIAL CHARGES

A	Services after 7:00 p.m. and before 7:00 a.m.	$ 62.50	$ 52.50
B	Oxygen	$ 48.00	$ 48.00
C	Backboard/Splints/KED	$ 37.75	$ 0.00
D	Traction Splints	$ 67.50	$ 0.00
E	Transport - Non Company Medical Personnel	$ 24.25	$ 0.00
F	Neonatal Transport	$143.75	$ 0.00
G	Ice Packs	$ 20.25	$ 0.00
H	Bandages and Dressings	$ 20.25	$ 0.00
I	Oxygen Cannula/Mask	$ 20.25	$ 0.00
J	Cervical Collar	$ 34.00	$ 0.00
K	Obstetrical Kit	$ 36.75	$ 0.00
L	Burn Kit	$ 36.75	$ 0.00

M	Nurse Critical Care Transport Per Hour	$171.50	$ 0.00
N	Volume Ventilator	$129.25	$ 0.00
O	Respiratory Therapist/ First Three Hours	$195.25	$ 0.00
	Per Hour After First Three Hours	$ 86.00	$ 0.00
P	Pulse Oximeter	$ 65.00	$ 0.00
Q	Infusion Pump (Per Line)	$ 65.00	$ 0.00

R Helicopter support response: an operator may charge all service and supply charges that would apply if the call was a land-based response; and

S 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 (hereafter "Director") a schedule of each special service proposed and the charge therefor, which charge shall be effective unless modified, restricted, or denied by the Director. 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.

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.

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 lst 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 nearest $0.25 and added or subtracted, as appropriate,

to the rate. The Director 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 rate period.

*COUNTY CODE SECTION 7.16.341 PERIODIC BASE RATE REVIEW.

The maximum base rates for ALS and BLS services, as reflected in Section 7.16.280, shall be reviewed in accordance with the following procedures, and adjusted, if appropriate, effective first on January 1, 2005, and later, also if appropriate, on January 1 of every other year thereafter.

On or about July 1 of the year prior to the January 1 adjustment date, the Director shall review the ALS and BLS ambulance rates of all other counties in California to determine the average rates for these services in effect for these counties as of the review date. If the Los Angeles County rates are equal to or above this average, no adjustment to the Los Angeles County Code rates will be made under this provision. If one or both of the Los Angeles County rates are less than the average, then an appropriate adjustment to the rate or rates shall be made to bring it (them) to the average. Any required adjustment shall be rounded to the nearest $0.25.

The Director shall initiate implementation of these rate adjustments by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency who has requested such notification from the Director. Such notice shall be sent by first class mail no later than December 15 of the prior rate period.

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department its cost and revenue data, and other pertinent documentation which the Director may require for this purpose. If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board for consideration.

02/08/2006
EXHCD3050.RW

EXHIBIT C

WESTMED AMBULANCE, INC.
D.B.A. MCCORMICK AMBULANCE

EMERGENCY AMBULANCE TRANSPORTATION SERVICES
EXCLUSIVE OPERATING AREA 7

STATEMENT OF WORK

The Statement of work outlined below describes the general nature of the work, tasks, or services to be provided by Contractor. Contractor's exclusive emergency ambulance transportation service operating area hereunder is described in the following Statement of Work.

1. STATEMENT OF WORK: Contractor agrees to provide emergency ambulance transportation services at least at the Basic Life Support (BLS) level, to all 9-1-1 calls in Los Angeles County. Contractor will notify Los Angeles County Fire Department's Command and Control immediately when calls for emergency ambulance services within Exclusive Operating Area (EOA) 7 are received from other agencies or from the general public.

2. HOURS OF OPERATION: Contractor will provide emergency ambulance transportation services twenty-four (24) hours a day, seven (7) days a week, 365 days a year including holidays. Contractor will communicate and take direction from Los Angeles County Fire Department's Command and Control at all times.

3. RESPONSE REQUIREMENT: Contractor will respond to 95% of all 9-1-1 calls for emergency ambulance transportation services as directed by Los Angeles County Fire Department's Command and Control. Contractor agrees that it will respond with its units in EOA 7 at a minimum response time of 8:59 minutes in 92% of the time. Contractor will not dispatch a unit to any 9-1-1 call except as directed by Los Angeles

County Fire Department's Command and Control. In the event that Contractor is unable to respond with its own unit, Contractor will arrange for a backup provider.

In addition, Contractor agrees that it will respond with its units in EOA 7 at a minimum response time of 20 minutes in a rural area and "As Quickly As Possible" in a wilderness area. A rural area is defined as a census tract 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 100 or more persons per square mile. A wilderness area is defined as census tracts and enumeration districts without census tracts which have a population density of less than 10 persons per square mile.

The 20 minute and the "As Quickly As Possible" response times referenced above represent waivers (County Code section 7.16.345) from Program standards granted by Director which shall be effective on the date of the Board of Supervisors approval through May 31, 2016, unless otherwise revised by Director with thirty (30) days advance written notice to Contractor.

4. DEPLOYMENT PLAN: Exclusive Operating Area 7 - Contractor agrees to provide seven (7) new ambulance units with twenty-four (24) hour crews and maintain five (5) stations in EOA 7. Contractor will deploy seven (7) dedicated units staffed with two (2) certified EMTs as shown on Exhibit C-1. The seven (7) units will be stationed in close proximity to each Los Angeles County Fire Department paramedic squad in EOA 7.

In addition to the seven (7) dedicated units, Contractor will provide for backup units and maintain mutual aid agreements, with at least two (2) experienced County licensed 9-1-1 ambulance providers in Los Angeles County, to ensure coverage when

Contractor's units are unable to respond. All ambulance units will be equipped with new AVL tracking technology and two-way radio communication.

5. PLAN MODIFICATIONS: Contractor may increase the number of units in EOA 7 if it is determined that additional units are needed to meet response time requirements. However, Contractor must have the written approval of the Local Emergency Medical Services Agency Director prior to decreasing the number of units available to respond to 9-1-1 calls in EOA 7, at any time, including out of County response to Multiple Casualty Incidents (MCI) or disaster.

6. GENERAL REQUIREMENTS:

A. Contractor agrees to provide discounted rates for the term of the agreement.

B. No subcontracts will be used by Contractor, without the prior written consent of County.

C. Contractor agrees to maintain one (1) field supervisor; hire and maintain three (3) new supervisors; fifty (50) new EMTs; and four (4) new dispatchers twenty-four (24) hours a day, seven (7) days a week in EOA 7.

D. Contractor agrees to provide and maintain an automatic external defibrillator (AED) on all ambulance units in EOA 7. AED's shall be installed in all dedicated ambulance units within six (6) months of signing of this Agreement.

E. Contractor agrees to submit to the EMS Agency, for their review and approval, an Emergency Medical Technician Automatic External Defibrillator Training Program, within three months of signing this Agreement. Following the EMS Agency approval of the Program, Contractor shall train and provide

documentation to the EMS Agency of the training of all personnel assigned to the dedicated ambulance units.

If Contractor already has an approved Program with another EMS Agency, Contractor shall obtain a Letter of Reciprocity from that approving EMS Agency and provide the County with a copy of the letter.

F. Contractor shall provide one disaster trailer in EOA 7, capable of treating fifty (50) patients.

G. Contractor agrees to waive all claims for allowable contract response time exemptions in EOA 7.

H. Contractor agrees to participate in Ambulance Strike Team Program.

I. Contractor agrees to provide personal protective equipment to each EMT-I assigned to EOA 7 (i.e., protective brush jacket and rescue helmets).

J. Contractor agrees to maintain a centrally located service center facility.

K. Contractor agrees to purchase and maintain one bariatric gurney. Also, purchase and maintain Stryker 6252 Model stair chairs and backboards for each ambulance.

L. Contractor agrees to maintain a full time community liaison to oversee community programs.

M. Contractor agrees to provide two-way Motorola radios for all dedicated ambulances.

N. Contractor agrees that no ambulance used in EOA 7 shall be greater than five (5) years old.

EXHIBIT D

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid)or contract extensions is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders, proposers or curent contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	( )	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time 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.

☐ My business is subject to a Collective Barganing Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT E

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn 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 give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.