COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

May 30, 2006

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

Dear Supervisors:

APPROVAL OF AGREEMENTS WITH EMERGENCY TRANSPORT AMBULANCE COMPANIES TO IMPLEMENT AN "ADVANCED LIFE SUPPORT BILLING AGREEMENT" FOR SERVICES PROVIDED BY FIRE DISTRICT PARAMEDICS AND MEDICAL CONTROL AGREEMENT

IT IS RECOMMENDED THAT YOUR BOARD:

1. Acting as the Governing Body of the Consolidated Fire Protection District (Fire District), approve and authorize the Fire Chief to sign the standardized Advanced Life Support (ALS) Billing Agreement attached as Exhibit I, with all ambulance companies recently approved to provide emergency transport services, listed in Exhibit II, within the Fire District in order to continue the ALS fee program for services provided by District paramedics.

2. Acting as the Governing Body of the Fire District, delegate authority to the Fire Chief to execute amendments to the ALS Billing Agreements as necessary to refine the technical administration of the agreements, upon approval as to form by County Counsel.

3. Acting as the Governing Body of the Fire District, delegate authority to the Fire Chief to execute any assignment and delegation of the ALS Billing Agreements with any qualified subcontractor approved to provide emergency transport services upon approval by the Chief Administrative Office and County Counsel, and notification to the Board.

4. Acting as the Governing Body of the Fire District and as the Board of Supervisors, delegate authority to the Fire Chief and Director of Health Services, or their designee(s), to enter into a Medical Control Agreement for the provision of paramedic and air transport services, and dispatch services with a signing deadline of June 30, 2006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Implementation of recommendations nos. 1 - 3 will allow the Fire District to collect approximately $6.3 million annually for services it is currently providing to patients receiving medically necessary ALS services from District paramedics while being transported to hospitals by private ambulance companies. The revenue to the District offsets, in part, the costs of providing District paramedic services.

Implementation of recommendation no. 4 will ensure execution of a written agreement as is required by law for all paramedic providers such as the Fire District and, authorize the provision of dispatch services.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Goal #4 for Fiscal Responsibility and Goal #8 for Public Safety.

FISCAL IMPACT/FINANCING:

The ALS revenue of $6.3 million which this agreement will provide is included in the Fire District's Budget Request for Fiscal Year 2006-07 as an integral part of its emergency services funding.

FACTS AND PROVISONS/LEGAL REQUIREMENTS:

Private ambulance companies, through contracts approved by the Board or Supervisors on March 14, 2006 and managed by the Emergency Medical Services (EMS) Agency in the Department of Health Services, provide emergency transportation services within the District (9-1-1 Contracts). Ambulance personnel provide Basic Life Support (BLS) services to patients during all emergency transports, and the ambulance companies invoice the appropriate BLS fees to the patient and/or third party payers. For patients who require a higher level of care, known as ALS, Fire District paramedics provide such care both before and during transport to the hospital.

The District has 92 paramedic units that provide ALS services, with approximately 83,000 calls per year where District paramedics ride with the patients to provide advanced life support during their transport by an ambulance provider to the medical facility.

On April 17, 2001, your Board approved and authorized the Fire Chief to execute ALS Billing Agreements with ambulance companies approved to provide emergency transport services within the Fire District to implement a "paramedic pass through fee" program for services provided by District paramedics. This paramedic pass through fee is the difference between the BLS fees that ambulance companies charge for all emergency transports and existing ALS fees that are allowed when a District paramedic provides medically necessary ALS services during transport. The program provides reimbursement for ALS services provided by the District within fee limits already established by the County or other governmental agencies, such as Medicare.

Under applicable Medicare rules and the 2001 ALS Billing Agreement, the ambulance company providing transport can bill for medically necessary ALS services rendered by District paramedics to these patients during transport and then reimburse the District for the services. The current ALS Billing agreements are set to expire on May 31, 2006 with the 2004 9-1-1 Contracts administered by the Department of Health Services (DHS).

As set forth in the 2004 Request for Proposals (RFP) issued by County for the 9-1-1 Contracts, the ambulance contractors are required to enter into an ALS Billing Agreement with the District. Further, DHS has indicated in its March 2, 2006, Board letter for approval of the 9-1-1 Emergency Ambulance Transportation Services contracts, that the District would be coming back to the Board at a later date with a separate and independent ALS Billing Agreement.

The new 9-1-1 Emergency Ambulance Transportation Services contract includes four ambulance companies who are authorized to provide emergency transport services within the District. The District will enter into an ALS Billing Agreement with each of these four companies after approval by your Board. The ambulance companies will bill for these ALS emergency transports on behalf of the District and remit payment to the District as outlined in the attached ALS Billing Agreement.

Finally, as set forth in the 9-1-1 Contracts and related RFP, the ambulance companies have agreed to provide transportation to County patients in consideration for the provision of dispatch services. Execution of the medical control agreement will finalize this exchange as well as put in place a written agreement between the Fire District and the EMS Agency governing paramedic and air transport services satisfying the requirement set forth in state regulations.

CONTRACTING PROCESS:

Not applicable. The agreement now before your Board provides for reimbursement to the Fire District for services it already renders to patients being transported by emergency ambulance service providers. This agreement does not change the rights or duties of the ambulance contractors under the new agreement administered by DHS, which is also set to go into effect on May 31, 2006, 0800 hours.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of these recommendations will continue to offset the costs of providing District paramedic services.

CONCLUSION:

Upon approval by the Board, please return an adopted copy of these actions to the Fire District for further processing.

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:hj

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Director, Health Services
Director, Emergency Medical Services Agency

EXHIBIT I

ADVANCED LIFE SUPPORT BILLING AGREEMENT

This Advanced Life Support Billing Agreement ("Agreement") is made and entered into this ___ day ___ of 2006, by and between the Consolidated Fire Protection District of Los Angeles County, commonly known as Los Angeles County Fire Department (hereinafter "District"), and _____ (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has entered into an agreement with the County of Los Angeles (hereinafter "County"), to provide emergency ambulance transportation services in one or more County Exclusive Operating Areas (EOA) ("Ambulance Agreement"); and

WHEREAS, the District provides paramedic personnel to perform advanced life support ("ALS") services ("ALS Services") to patients who may also receive ambulance transport services from Contractor; and

WHEREAS, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS), has issued regulations allowing basic life support ("BLS") ambulance providers to bill for ALS services rendered by a separate entity as long as a written billing agreement exists between the parties; and

WHEREAS, County and District have determined that it is in the best interests of the public to permit Contractor to bill for ALS Services rendered by District paramedics, subject to appropriate reimbursement to the District; and

WHEREAS, as stipulated in the Ambulance Request for Proposal (RFP) issued by County and as stipulated in the County's Ambulance Agreement, which the Contractor has entered into, the Contractor is required to and has agreed to, enter into this Advanced Life Support Billing Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. TERM. This Agreement shall commence on May 31, 2006 the "Commencement Date" and end upon the termination of the County's Emergency Ambulance Transportation Services Agreement or any contract extensions issued and approved by the County. Notwithstanding the foregoing, this Agreement may be terminated by District without cause upon six (6) months advance written notice. This Agreement may be also terminated for cause as provided below.

2. ALS SERVICES.

2.1 The District will dispatch a paramedic(s) in accordance with the District's established criteria and procedures to provide ALS Services ('ALS Services"). ALS Service is defined as a District paramedic accompanying the patient(s) in the Contractor's ambulance to the medical facility and providing the appropriate level of medical care to the patient(s). The determination as to when a paramedic will accompany the patient(s) will be made by the District paramedic at his/her discretion in accordance with

County Medical Necessity Guidelines (as hereinafter defined). For purposes of this Agreement, ALS Services provided by the District include all medically necessary ALS1-E services and ALS2 services as defined in current Medicare regulations in which a District paramedic accompanies the patient to the hospital. District paramedics shall follow reasonable medical necessity guidelines established by the County's Department of Health Services EMS Agency, as well as reasonable District policy ("County Medical Necessity Guidelines") in determining whether to accompany such patient during transport.

2.2 District paramedics shall document all ALS Services in a manner consistent with the standards established and agreed to by both the District and the Contractor. District paramedics shall complete, to the maximum extent possible, the appropriate data elements on the Los Angeles County Fire Department Emergency Medical Services Report Form (EMS Report), including patient name, patient phone number, patient medical condition and description of services provided, incident location, code for receiving facility to which the patient is delivered and date of service. In addition, to assist the Contractor in the billing and collection process, the District paramedics shall cooperate in obtaining patient address, patient date of birth, and insurance information, if any.

3. BILLING AND COLLECTION BY CONTRACTOR.

3.1 To the extent permitted by applicable law, Contractor shall bill all responsible parties and/or their third party payers, including but not limited to insurance companies, HMOs, Medicare and employee group health plans, for all ALS Services provided by District to patients receiving transport services from Contractor. The difference between the rate used by Contractors to bill an ALS level and the rate it uses to bill a BLS level shall be no less than $245.50 per service, or such other amount as the District shall specify in writing. Contractor shall make best efforts to determine the existence of third party coverage for such ALS Services. To the extent permitted by payer, Contractor shall bill ALS Services on the same claim as it bills BLS services, using Contractor's provider number. Contractor will bill for such services within the time periods established by the third party payer. For cases where the responsible party is not a third party payer, Contractor must issue its bill no later than 45 days from the date of service. Contractor shall comply with all payer requirements for claim submission, and will provide such support and information as is required for claims adjudication.

3.2 Contractor shall make best efforts to collect the maximum amount possible for all billed ALS Services, consistent with applicable law. District acknowledges that Contractor requires District's patient care documentation in order to bill, and District agrees to furnish Contractor its patient care report and any other documentation in its possession necessary for billing within five (5) days of the date of service. District further agrees to cooperate with Contractor, including participating in appeals or hearings, to maximize the collection of ALS Services.

4. PAYMENT.

4.1 GENERAL TERMS. Contractor shall pay District as final reimbursement for all ALS Services provided to patients receiving transport from Contractor, the full amount collected by Contractor for such services, as determined pursuant to the audit provided for in Section 5 below, less the Contractor Service Fee provided in Section 13, below. The parties represent and warrant that actual collections and the Contractor's service fee represent fair market value for the services provided by each party.

4.2 INTERIM PAYMENT. On an interim basis, until final collections have been determined pursuant to Section 6, Contractor shall pay to District, District's ALS Billing Rate for each ALS Service provided to an individual receiving transport services from Contractor. For the period beginning with the Commencement Date and ending on the completion of the first audit provided for in Section 5 below, the ALS Billing Rate shall be an all-inclusive charge of $90.00. After the completion of each audit, the ALS Billing Rate shall be adjusted as provided in Section 11 below. Contractor shall pay such interim rate regardless of the amount Contractor receives or expects to receive for a particular transport.

5. AUDIT OF ALS REVENUES. Audits will be performed to determine both the final amount of payment due to District for the months under audit and an appropriate interim rate for future services. Such audits will be initiated eighteen (18) months after the execution of this Agreement, and every twenty-four (24) months thereafter until the termination of this

Agreement. The final audit will occur twelve (12) months after the termination date of this Agreement, and will cover all previously unaudited periods. Separate audits will be conducted for each EOA (1, 2, 3, 4, 5, 6 or 7) by a nationally recognized firm with experience and expertise in ambulance billing and collection practices ("Auditor"). District will select Auditor at its sole discretion based upon references and recommendations obtained by independent ambulance billing and collection companies. The obligations set forth in this Section, and in Sections 6 through 10 below shall survive the termination/expiration of this Agreement.

6. CONDUCT OF THE AUDIT.

6.1 The purpose of the audit shall be to determine the amount actually collected by Contractor for ALS Services, based on the difference between what Contractor received for transports in which ALS Services were performed and what it would have received for the same transports without ALS Services. The specific methodology to be used by the Auditor shall be set forth in a proposed work plan, to be reviewed and approved by the District ("Work Plan"), that shall be circulated to Contractor and other ambulance contractors at least thirty (30) days prior to the initiation of the audit. Contractor may submit written comments or objections to the proposed Work Plan within fifteen (15) days of receipt of the proposed Work Plan, which District shall consider in good faith. In the event Contractor's objections to the Work Plan are not resolved, District may proceed with the conduct of the audit according to the Work Plan satisfactory to the District. Contractor may challenge the results of the audit used therein upon completion of the audit as specified in Section 7 below.

6.2 At the initiation of the first audit, Contractor shall provide Auditor with information indicating the total amount collected by Contractor for ALS Services provided during the first twelve (12) months of the Agreement, and with documentation supporting that number, and will make available the information described in Exhibit A which is incorporated herein by reference. For subsequent audits, Contractor will supply the total amount collected for ALS Services provided during the twenty-four (24) months occurring after the last audited period as well as supporting documentation and the information discussed in Exhibit A. Auditor will use standard auditing and accounting practices/procedures to determine the actual amounts collected by Contractor for all ALS Services provided by District. At the conclusion of the audit, Auditor will determine the amount of total collections related to ALS Services provided during the audit period and will also calculate an average audited amount collected per ALS Service, based on its findings.

6.3 REFUNDS AND RECOUPMENTS. In the event Medicare or any other third party payor reimburses Contractor for ALS Services, but later requires repayment of (or recoups) such amounts ("Recoupment"), Contractor shall notify District. The amount of such Recoupment attributable to ALS Services, as determined using the audit methodology specified in Sections 6.1 and 6.2, shall be deducted from the amount deemed received by Contractor for ALS Services, for purposes of calculating any overpayment or underpayment pursuant to Section 8. With respect to reimbursements concerning Medicare, such Recoupment shall not be deemed to have occurred until exhaustion by Contractor of any

administrative (non-judicial) remedies available to Contractor to reverse such Recoupment. With respect to reimbursements concerning other third party payers, to the extent contractor seeks judicial remedies, such Recoupment shall not be deemed to have occurred until exhaustion of such remedy by final judgment or settlement. In the event such Recoupment occurs during an audit period following the audit period in which payment for some or all of the ALS Services at issue was received, such deduction shall be made from the amounts deemed received by Contractor for ALS Services during the audit period in which such Recoupment occurs. In the event such Recoupment occurs after the termination of this Agreement, or if this Agreement expires before the amount due Contractor under this section has been fully credited to Contractor, District shall pay Contractor the balance due within ninety (90) days of receipt by District of an invoice for such amount evidencing the amount of the Recoupment, along with any substantiating documentation that District may reasonably request.

7. SHARING AUDIT RESULTS. Once each audit has been completed, the Auditor's review will be shared with Contractor and District. Any question(s) or concern(s) the Contractor or District may have with the audit will be discussed among the District, Auditor and Contractor. In the event that such discussions do not resolve Contractor's or District's disagreement with Auditor's findings, Contractor or District may request arbitration of its dispute in accordance with Section 31 below. No under/over-payment shall be made by either party until the completion of the arbitration and issuance of the arbitrator's decision.

8. UNDER/OVER-PAYMENT DETERMINATION. The difference between the final amount of collections determined by Auditor for a particular period and the amount paid by

Contractor on an interim basis will be calculated. If the amount paid by Contractor on an interim basis is higher than the amount of collections determined by Auditor, then the difference shall be treated as an overpayment by Contractor. If the amount of collections determined by Auditor is higher than the amount paid by Contractor on an interim basis, the difference is an underpayment by Contractor. The amount of any such overpayment or underpayment shall take into account the Service Fee previously paid to, or payable to, Contractor on such difference pursuant to Section 13.

9. INTEREST OWED ON UNDER/OVER-PAYMENTS. A simple Interest will be assessed on the under/over-payment at the interest rate paid on one-year Treasury notes offered for sale on the date the respective audit was initiated.

10. REMITTANCE OF UNDER/OVER-PAYMENTS.

10.1 UNDERPAYMENTS. If an underpayment is determined, Auditor will calculate and add the appropriate Interest to the underpayment amount and the District will issue an invoice to Contractor for the total amount due within thirty (30) days of determination of the underpayment. Payment by Contractor will be made in accordance with the payment terms and conditions set forth in this Agreement.

10.2 OVERPAYMENTS. If an overpayment is determined, Auditor will calculate and add the appropriate Interest to the overpayment amount, and the District will pay Contractor the total amount due within forty-five (45) days of the completion of the audit.

11. AUDITED ALS RATE ADJUSTMENT. Upon the completion of each audit, the ALS Billing Rate shall be adjusted to equal the average amount collected per ALS Service as determined in such audit. The ALS Billing Rate shall be adjusted regardless of any pending dispute over the audit findings; provided, however, that any such adjustment shall be modified to conform to the results of any arbitration decision that results in modification of such audit results.

12. DISTRICT RECORDS. District shall cooperate with and provide Contractor with all records and documents required by Third Party Payers in order to secure payment for ALS Services. Without limiting the generality of the foregoing, at the conclusion of each ALS Service, or as soon thereafter as possible (and, in all cases within five business days thereafter), District shall forward to Contractor a copy of the County EMS Report with the information specified in Section 2.2, and any other information Contractor may reasonably request to facilitate and support such billing. Contractor shall forward such copy of the EMS Report to the County EMS Agency within thirty (30) calendar days of receipt of same. District shall cooperate in the preparation and presentation of claims, appeals and supporting documentation as required by Third Party Payers.

13. CONTRACTOR SERVICE FEE (8%). Contractor is entitled to receive a service fee of 8 % of the Gross ALS Billing Amounts (as determined pursuant to Section 14 below) from District as payment for billing and collection services, and providing reports to the District. The District will calculate the Contractor's Service Fee by multiplying 8% by the total Gross ALS Billing Amount on each invoice. Provided that the Contractor is in compliance with the terms and conditions of Sections 20, 21 and 22 of this Agreement, this calculated dollar amount will be credited to Contractor by including a line item denominated as "Service Fee".

14. BILLING BY DISTRICT.

14.1 The District shall determine the total number of ALS Services provided by the District for each billing period. The District's EMS Director, each month, will query the District's EMS Data System and determine how many ALS Services were provided by the District that met County Medical Necessity Guidelines. This information (EMS Billing Report) will be provided to the District's Financial Management Division (FMD) by the tenth day of each month.

14.2 The District will calculate the amount owed by Contractor on an interim basis by multiplying the total number of ALS Services determined pursuant to Section 14.1 above for ALS Services, by the ALS Billing Rate applicable to that month. For purposes of this Agreement, this calculated dollar amount will be known as the "Gross ALS Billing Amount".

14.3 The District, by the fifteenth of each month, will prepare and deliver an invoice for the Gross Billing Amount to Contractor for ALS Services provided by the District three-months in arrears (e.g., December 15th invoice will be for transports in the month of September).

15. PAYMENT TERMS AND CONDITIONS. Contractor shall pay all District invoices in full within thirty (30) calendar days of the date of the invoice. All Contractor payments to the District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.

16. DELINQUENT PAYMENTS. Contractor's failure to make payment within thirty (30) calendar days of the date of District's invoice will result in District sending a Late Notice to the Contractor. If District does not receive payment within thirty (30) calendar days from the date of this Late Notice, interest at the prevailing prime Tending rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall commence the first day following the Late Notice payment due date and end the date of receipt of full payment by District. District may also refer the invoice to the County's Treasurer-Tax Collector for collections, or to a third party collection agency, or seek any other remedies available at law or equity.

17. ADJUSTMENTS TO ALS INVOICES IN FAVOR OF CONTRACTOR. To the extent that Contractor believes that District's invoice overstates the number of ALS Services provided during the month, it may contest such number by notifying District in writing of its dispute within sixty (60) calendar days from the date of invoice. Such notice shall be provided to the District's EMS Director/Battalion Chief, at Consolidated Fire Protection District of Los Angeles County, Emergency Medical Services Section, 5801 South Eastern Avenue, Commerce, California 90040. Such notice shall include a complete reconciliation of all ALS Services included on the disputed invoice. District will review the disputed services and notify Contractor of its findings within sixty (60) calendar days. District's EMS Director shall, within that same 60-day period, notify District's FMD of the ALS Services, if any, that the EMS Director has determined were not properly billed to Contractor. A single credit amount line item removing the charges for all such incorrectly claimed services, labeled "Contractor Adjustment," will be reflected on District's next invoice to Contractor.

18. ADJUSTMENTS TO ALS INVOICES IN FAVOR OF DISTRICT. The District's EMS Director, within 60 calendars days of the receipt of Contractor's Billing Report (as required in Section 20 below), will review and reconcile the Contractor's Billing Report to the District's EMS Billing Report. Any ALS Service not previously billed by District to Contractor will be identified and reported to the FMD. The additional number of ALS Services so identified and reported will be multiplied by the ALS Billing Rate and added as a supplemental charge on the next monthly invoice to Contractor. It will be included as a single billing amount line item labeled "District Adjustment" on the invoice.

19. SUPPORTING DOCUMENTATION FOR ALS INVOICE. To assist the Contractor in reconciling the monthly ALS Invoice, the District will provide Contractor, along with the monthly ALS Invoice, an electronic American Standard Code for Information Interchange (ASCII) format file. The following information will be included on the ASCII format file: Ambulance provider, ALS Transport Code, EMS Report Number, Date of ALS Service, complete address of initial dispatch, and Los Angeles County Fire Department Incident number. This supporting information will relate to both the monthly ALS Service billings and the supplemental ALS Service billings.

20. CONTRACTOR'S PATIENT BILLING INFORMATION. Contractor will provide a monthly Report ("Contractor's Billing Report") to District detailing each patient to whom ALS Service was provided by District within that month and for which Contractor billed. The Contractor's Billing Report will be generated and forwarded to the District by the 10th day of each month, three months in arrears (e.g., the December 10th report will capture all patient billings for ALS Services provided in the month of September). Such Contractor's Billing Report shall reflect the most current patient billing information. Required information on the

Contractor's Billing Report includes the EMS Report Number, date of ALS Service, Los Angeles County Incident Number and patient insurance information (e.g., Blue Cross, Kaiser, Medicare, Medi-Cal, Private Pay, etc.) for the month being reported. The Contractor's Billing Report must be submitted as a paper document, as well as in ASCII electronic format file.

21. CONTRACTOR'S QUARTERLY ALS REVENUE REPORT. In addition to the collection data provided for the audit, Contractor will provide a quarterly report (Contractor's Revenue Report) summarizing the revenues received during the quarter for ALS Services for each category of Payor (e.g., Commercial Insurance, Private Pay, Medicare, etc.). The Contractor's Revenue Report is due to the District by the 10" day of the month following the end of each calendar quarter (e.g., report covering January 1 — March 31, will be due to the District by April 10).

22. CONTRACTOR'S MEDICARE PROFILE. Beginning in 2006 within ten (10) days of the Commencement Date, and no later than March 1st of each calendar year thereafter, Contractor shall provide to District a copy of Contractor's Medicare profile, provided to the Contractor by the California Medicare Carrier, outlining the Medicare allowed amount for each level of service.

23. CONTRACTOR'S THIRD PARTY AGREEMENTS. District recognizes that, an ambulance provider, as an acceptable business practice, may enter into Third Party Agreements (TPAs) covering payment for various ambulance services including ALS Services. These TPAs may offer an incentive to an ambulance provider to discount emergency ambulance services to receive other, additional ambulance business. Each TPA entered into by Contractor, which covers emergency ALS Services shall be subject to review by the District within thirty (30)

calendar days of execution. Further, Contractor shall notify District of any existing TPAs affecting emergency ALS Service revenue within thirty (30) calendar days of execution of this Agreement. All of Contractor's TPAs that will affect the amount collected for ALS Services under this Agreement shall be subject to review by District. The District shall not share in any reduction in transport revenue resulting from a TPA that the Contractor has, or may enter into, unless District expressly agrees in writing to sharing in such reduction.

24. COMPLIANCE. Contractor shall have a Compliance Program that meets or exceeds the Compliance Program Guidelines set forth by the Office of Inspector General of the Department of Health and Human Services ("OIG"). District acknowledges that, as part of such Compliance Program, Contractor may require all personnel, including District employees who participate in the creation of documentation used by Contractor to bill State and Federal healthcare programs, to undergo compliance training as prescribed by Contractor's Compliance Policies, and otherwise comply with such written Compliance Policies, supplied by the Contractor. Accordingly, District shall require all District management and field personnel who perform or supervise ALS Services to participate in a compliance training program with a curriculum agreed upon by the parties which is consistent with the guidelines of the OIG and the requirements of Contractor's program. All such District personnel shall participate in such training within six (6) months of the effective date of this Agreement. District shall assure and certify in writing to Contractor prior to the effective date hereof, and on an annual basis thereafter that neither District nor any of its personnel providing services hereunder, are "Ineligible Persons". Ineligible Persons shall include any individual who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (ii) has been convicted of a criminal offense that

falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. District shall ensure that none of the personnel providing services hereunder are Ineligible Persons, by implementing the following screening requirements:

24.1 District shall screen such persons against the Exclusion Lists within thirty days prior to the effective date hereof and annually thereafter.

24.2 As part of the hiring process for any new personnel hired after the effective date hereof who will provide services hereunder, District shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

24.3 District shall require all personnel providing services hereunder to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

24.4 "Exclusion Lists" include: (i.) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://oig.hhs.gov); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://epls.arnet.gov).

25. DISTRICT'S QUALITY ASSURANCE PLAN. The parties shall develop mutually agreed upon Quality Assurance/Quality Improvement performance indicators to improve the quality of the services delivered by both Contractor and District. Further, District and Contractor or their respective agents will meet and evaluate their joint performance under this Agreement no

less than annually. Such evaluation will include assessing each party's compliance with all contract terms and performance standards. Deficiencies that a party determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be addressed in writing with corrective action plans for improving performance. If improvement does not occur consistent with the corrective action plans, the other party may terminate this Agreement in accordance with Section below and/or seek other remedies as specified in this Agreement or provided by law.

26. DISTRICT REVIEW. In addition to the Audit required in Section 5 above, the District shall, upon advance notice to Contractor, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecard or other record relating to this Agreement. Such right shall extend to all material described in Section 27 below. District also reserves the right to observe the operation of Contractor's business so that the accuracy of its records can be confirmed. The notice of intent to review shall be made in writing and shall designate the date that the review will begin and shall be provided from one (1) to five (5) business days prior to the proposed start date. All reviews shall take place during regular business hours at Contractor's office, unless the parties otherwise agree in writing.

26.1 Each person participating in the review shall be bound by the patient confidentiality requirements imposed by law and this Agreement. District, at its sole discretion, may hire an outside, independent contractor or consultant to perform such review. In the event any personnel used by the District to perform the review are outside, independent contractors or consultants, District shall require such contractors or consultants to execute confidentiality agreements covering patient records prior to viewing such

records. Copies of such confidentiality agreements shall be provided to Contractor prior to the commencement of the review. All information obtained in connection with District's reviews shall be treated as confidential.

26.2 Disputes arising out of reviews shall be discussed between the parties, who agree to attempt to resolve such disputes informally. Any disputes that are unresolved after such informal process shall be handled in accordance with the dispute resolution procedures set forth in Section 31 of this Agreement.

26.3 The obligations of this Section shall survive the termination/expiration of this Agreement.

27. RECORD RETENTION AND INSPECTION. Contractor agrees that State and Federal representatives shall have access to and the rights to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecard, or other records relating to this Agreement. Such material, including any pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of four (4) years after the term of this Agreement unless Fire Chiefs written permission is given to dispose of such material prior to the end of such period. In the event of litigation, Contractor shall retain such material until all litigation is final. The obligations established by this Section shall survive the termination/expiration of this Agreement.

28. INDEMNIFICATION.

28.1 Contractor agrees to indemnify, defend and hold harmless District, County and its other Special Districts, and their elected and appointed officials, 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 and/or omissions arising from and/or relating to this Agreement.

28.2 District agrees to indemnify defend and hold harmless Contractor and its directors, 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 District's acts and/or omissions arising from and/or relating to this Agreement.

29. INSURANCE.

29.1 CONTRACTOR GENERAL INSURANCE REQUIREMENTS. Without limiting Contractor's indemnification obligations to District hereunder, (which for purposes of the insurance and indemnification requirements of this Agreement refers to County of Los Angeles and District), during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance described on Exhibit B hereto, incorporated herein reference. All policies shall name the District, County of Los Angeles, its

Special Districts, their officials, officers and employees as additional named insured on all policies. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by District or the County and such coverage shall be provided and maintained at Contractor's own expense.

29.2 EVIDENCE OF INSURANCE. Prior to commencing services under this Agreement, Certificate(s) or other evidence of coverage satisfactory to District shall be delivered to: Consolidated Fire Protection District of Los Angeles County, Deputy Chief John Tripp, Fire Command and Control Facility, 1320 North Eastern Avenue, Los Angeles, CA 90063.

Such Certificates or other evidence shall:

i. Specifically identify this Agreement.

ii. Clearly evidence all coverage required in this Agreement.

iii. Contain the express condition that District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

iv. Include copies of additional insured endorsement to all policies identified in Exhibit B, adding the District, County of Los Angeles, its Special Districts, their officials, officers and employees as insured for all activities arising from this Agreement.

v. Identify any deductibles or self-insured retention for District's approval.

vi. Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A: VII, unless otherwise approved by District.

29.3 DISTRICT INSURANCE REQUIREMENTS. Without limiting District's indemnification obligations to Contractor under this Agreement, during the term of this Agreement, District shall provide and maintain the following programs of insurance or self-insurance described on Exhibit B hereto. Such insurance or self-insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by Contractor and such coverage shall be provided and maintained at District's own expense. Use of commercial or self-insurance or some combination of the two, shall be at the District's sole option.

29.4 FAILURE TO MAINTAIN COVERAGE. Failure by either party to maintain the required insurance shall constitute a material breach of the Agreement upon which the other party may immediately terminate or suspend this Agreement. The non-breaching party, at its sole option, may obtain damages from the breaching party resulting from said breach.

29.5 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS. Each party hereto shall report to the other:

i. 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 District. Such report shall be made in writing within twenty-four (24) hours of occurrence.

ii. Any third party claim or lawsuit filed against a party arising from or related to services performed by Contractor and/or District under this Agreement.

iii. Any injury to a Contractor employee that occurs on District or County property. This report shall be submitted on a County "Non-employee Injury Report" to the District contract manager.

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

30. INDEPENDENT CONTRACTOR STATUS. The relationship of the parties is that of independent contractors. This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between District and Contractor.

31. ARBITRATION. Any disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this section and the California Arbitration Act. The party requesting arbitration shall make a written demand on the other party. The parties shall attempt to agree upon one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, three neutral arbitrators shall be appointed from the Los Angeles panel of Judicial Arbitration and Mediation Services ("JAMS")/Endispute in the sole discretion of the JAMS/Endispute administrator. The non-prevailing party shall bear the cost of the arbitration; however, each party shall bear its own attorney's fees. The parties shall have the rights of discovery as provided for by Section 1283.05

of the California Code of Civil Procedure. Arbitration shall take place in Los Angeles, California unless the parties otherwise agree. Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator(s) the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order. Further, nothing in this Agreement shall be construed as requiring arbitration of claims brought by patients or other third parties. This Section shall not apply to any claim for which coverage exists under an insurance policy issued to either party if the applicable policy does not cover or permit such arbitration; provided, however, that the covered party shall use its best efforts to obtain the permission of its insurance carrier for such arbitration.

32. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the District shall have the right to terminate this Agreement.

33. GOVERNING LAWS. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

34. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor and District agree to comply with all applicable Federal, State and local laws, rules, regulations or ordinances, and all provisions required by such laws, rules, regulations or ordinances to be included in this Agreement, are hereby incorporated by reference. Without limiting the generality of the foregoing, the parties shall comply with all prohibitions regarding capping in

the California Business and Professions Code. Each party hereto agrees to indemnify and hold the other harmless from any loss, damage, or liability resulting from a violation on the part of the indemnifying party of such laws, rules, regulations or ordinances.

35. DEFAULT. In addition to any other right to terminate set forth in this Agreement, either party may, subject to the provisions outlined below, by written notice of default to the other party, terminate the whole or any part of this Agreement in any one of the following circumstances:

a. If a party fails to perform an obligation within the time specified in this Agreement or any extension thereof;

b. If contractor fails to remit payment to District in accordance to Section 15;

c. if the other party fails to perform any of the other provisions of this Agreement; or

d. if the other party fails to make progress so as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances; and

e. if the defaulting party does not cure such failure within a period of thirty (30) calendar days (or such longer period as the non-defaulting party may authorize in writing) after receipt of notice from the non-defaulting party specifying such failure.

36. TERMINATION FOR IMPROPER CONSIDERATION. District may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any District officer, employee or agent with the intent of securing 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, District 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 District officer or employee to solicit such improper consideration. The report shall be made either to the District 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, service, the provision of travel or entertainment, or tangible gifts.

37. ASSIGNMENT AND DELEGATION. Contractor may not delegate its duties and/or assign its rights under this Agreement, either in whole or in part, without the prior written consent of the Fire Chief, or his authorized designee. Any delegation and/or assignment shall be in the form of a subcontract. Any attempt to assign without such consent shall be null and void, shall constitute a material breach of this Agreement upon which the District may immediately terminate or suspend this Agreement, and shall confer no rights on any third parties. To the extent Contractor elects to subcontract all or a part of services provided to the County of Los Angeles under the Ambulance Agreement, Contractor shall require such subcontractor to perform the Contractor's services as set forth in this Agreement, upon prior written approval by the Fire Chief as set forth in this provision.

38. PAYMENT UPON TERMINATION OR EXPIRATION. Unless otherwise specified by District, upon the termination or expiration of this Agreement, Contractor shall continue to bill and collect for ALS Services provided through the termination/expiration date of this Agreement

and shall immediately pay District any amounts owing as a result of the final audit. These obligations shall survive the termination/expiration of this Agreement.

39. EFFECT ON AMBULANCE AGREEMENT. Nothing in this Agreement is intended to alter or amend the Ambulance Agreement, it being the intent of the parties solely to establish a mechanism for District to recover reasonable and appropriate compensation for ALS Services rendered by District paramedics, in compliance with applicable laws and regulations.

40. NOTICES. Notices desired or required to be given under this Agreement or any law now or hereafter in effect that may be applicable to this Agreement may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in to the United States Mail. Any such notice, and the envelope containing the same shall be addressed to the Contractor at the following address, or such other place as may be hereafter designated in writing by Contractor.

40.1 Any notices shall be addressed to the District: Consolidated Fire Protection District of Los Angeles County, Chief Deputy, Business Operations, 1320 North Eastern Avenue, Los Angeles, California 90063.

40.2 Any notices shall be addressed to Contractor:_____

_____

_____

40.3 In the event of termination of this Agreement, notices may also be given by personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor and/or District. Actual knowledge of termination by the president, vice-president, secretary, or general manager, if the Contractor is a corporation, or, in any instance, by the managing agent regularly in charge of the work on behalf of said Contractor, shall, in any case, be deemed sufficient notice.

41. CONTACT PERSONNEL. For purposes of the day-to-day administration of this Agreement, the contact personnel for each of the parties shall be as specified on Exhibit C to this Agreement.

42. CONFIDENTIALITY. Contractor shall maintain the confidentiality of all its records, including, but not limited to, patient care reports, claim documentation, insurance information and all District records, in accordance with all applicable local, State and Federal laws, regulations, ordinances and directives relating to confidentiality. Contractor shall inform all of its officers, employees, and agents providing services under this Agreement of the confidentiality provisions of this Agreement.

43. DISCLOSURE OF INFORMATION. Contractor shall not disclose any details in connection with this Agreement to any party except as may be otherwise provided in this Agreement or required by law. However, recognizing Contractor's need to identify its services and related clients to sustain itself, District shall not inhibit Contractor from publicizing its role under this Agreement within the following conditions:

a. Contractor shall develop all publicity material in a professional manner and will not disseminate without District review and written approval.

b. During the course of performance on this Agreement, Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the District without the prior written consent of the County Chief Administrative Officer and County Counsel.

44. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT. Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The District will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are qualified for the open position, laid off County employees shall be given first priority.

45. POSTING MOST WANTED DELINQUENT PARENTS LIST. Contractor acknowledges that District places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is District's policy to strongly encourage all contractors of District and affiliated agencies to post a list regarding "L.A.'s Most Wanted: Delinquent Parents" in a prominent position at Contractor's place of business. District has provided poster to he used by Contractor.

46. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Contractor acknowledges that District has established a goal of ensuring that all individuals who benefit financially from District through an agreement 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 3.300) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. A violation of Section 46 "Contractor's Warranty o f Adherence to County's Child Support Compliance Program," shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney or County shall be grounds upon which the District may terminate this Agreement.

48. AUTHORIZATION WARRANTY. Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate Contractor under this Agreement and that all corporate acts necessary to the execution of this Agreement have been accomplished.

49. COUNTY LOBBYIST ORDINANCE.

49.1 Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

49.2 Failure on the part of the Contractor and or Lobbyist to comply fully with the County Lobbyist requirements shall constitute a material breach upon which the District may immediately terminate this Agreement and the Contractor shall be liable for civil action.

50. 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.

51. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA. Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

52. IMMIGRATION REFORM AND CONTROL ACT. Contractor warrants that it fully complies with all laws regarding employment of aliens and other, and that all its employees

performing services under this Agreement meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). Contractor shall obtain, from all covered employees performing services under this Agreement, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be amended in the future. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the District, its officers and employees, from employer sanctions and any other liability which may be assessed against Contractor or District or both in connection with any violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

53. RECYCLED BOND PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible during the operation of this Agreement.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is the District's policy to conduct business only with responsible contractors. For purposes of this Section, Contractor Responsibility and Debarment, District means both the County of Los Angeles and District.

54.1 Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if District acquires information concerning the performance of Contractor on this or other contracts which indicates that

Contractor is not responsible, the District may, in addition to other remedies provided in the Agreement, debar Contractor from bidding on District contracts for a specified period of time, which generally will not exceed five (5) years or permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with District.

54.2 District may debar a contractor if the Board of Supervisors find, in its discretion, that the contractor has done any of the following:

i. violated any term of an Agreement with the County or District,

ii. committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform an Agreement with the County or any reflects on same,

iii. committed an act or offense which indicates a lack of business integrity or business honesty, or

iv. made or submitted a false claim against the District or any other public entity.

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

54.4 The Contractor Hearing Board will conduct a thearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing.

54.5 After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

54.6 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 he presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

54.7 Contractor Reinstatement. 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 if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3)

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

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.

54.8 These terms shall also apply to subcontractors/subconsultants of District Contractors.

55. CONFLICT OF INTEREST. Contractor represents and warrants that no District employee whose position in the District enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such an employee is or shall be employed in any capacity by Contractor, or does or shall have any direct or indirect financial interest in this Agreement.

56. VALIDITY: SEVERABILITY. Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to

violate any future statute, regulation or ordinance, or be otherwise deemed illegal or deemed as invalidating or requiring a new competitive process for any other existing contract entered into by either party (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet promptly and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions (or provisions otherwise causing the Jeopardy Event) or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible. However, if either party reasonably and in good faith determines that the finding of illegality or unenforceability (or provisions otherwise causing the Jeopardy Event) adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, terminate this Agreement by giving written notice to the other party.

57. ENTIRE AGREEMENT. This Agreement (including the Exhibits A through E and any attachments to this Agreement, which are incorporated in this Agreement by this reference) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. No amendment shall be valid unless it is documented in a written instrument duly executed by both parties. District's Fire Chief shall have authority to agree to and execute any amendment on behalf of District that does not materially change the obligations or compensation of the parties under this Agreement.

58. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.

59. NO INFLUENCE OF REFERRALS. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

60. WAIVER. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver of such provisions. The remedies provided for in this Agreement shall be cumulative and additional to any other remedies in law or equity.

61. NONDISCRIMINATION IN EMPLOYMENT.

61.1 Contractor shall ensure that its employment practices are implemented without regard to race, color, religion, sex, ancestry, national origin, age, condition of physical or mental handicap, sexual orientation, marital status or political affiliation. Such practices shall include, but not be 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.

61.2 Contractor certifies and agrees that all persons employed by such firm, its subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, sexual orientation, marital status or political affiliation in compliance with all antidiscrimination laws of the United States of America and the State of California.

61.3 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, sexual orientation, marital status or political affiliation.

61.4 Contractor shall allow District access to its employment records during regular business hours to verify compliance with these provisions when so requested by District.

61.5 If District finds that any of the above anti-discrimination provisions have been violated, the same shall constitute a material breach of Agreement upon which District may determine to cancel, terminate, or suspend the Agreement. While District reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment

Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws shall constitute prima facie evidence that Contractor has violated the anti-discrimination provisions of this Agreement.

61.6 The parties agree that in the event Contractor violates and anti-discrimination provisions of this Agreement, District shall, at its option, be entitled to a sum of Five Hundred Dollars ($500.00) pursuant to Civil Code Section 1671 as damages in lieu of canceling, terminating or suspending this Agreement.

62. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby provides assurance that it will comply with subchapter VI of the Civil Rights Act of 1964, 42 USC Section 2000e to the end that no person shall, on grounds of race, creed, color, sex or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

63. COMPLIANCE WITH THE DISTRICT'S JURY SERVICE PROGRAM.

63.1 JURY SERVICE PROGRAM. It is the District's policy that this Contract is subject to the provisions of the County's ordinance (Exhibit D) 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.

63.2 WRITTEN EMPLOYEE JURY SERVICE POLICY. Unless Contractor has demonstrated to the District'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 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.

63.3 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a "District Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours it: 1) the lesser number is a recognized industry standard as determined by the District, or 2) Contractor has a longstanding practice that defines the lesser number of hours~ as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to

perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

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

63.5 Contractor's violation of this Sub-paragraph of the Contract may construe a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

64. CONTRACTOR'S ACKNOWLEDGMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW. Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law". Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post District's "Safely Surrendered Baby Law" poster in a prominent position at the 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used,

65. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. The Contractor shall 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, Safely Surrendered Baby Law, of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

66. AMENDMENT. Any revisions to this Agreement shall be in writing and duly executed by the parties. For purposes of this Agreement, District's Fire Chief shall have the authority to negotiate and execute any amendments on behalf of District.

IN WITNESS WHEREOF, the Fire Chief of the Consolidated Fire Protection District, as delegated by the Board of Supervisors of the County of Los Angeles as the governing body of the Consolidated Fire Protection District of Los Angeles County, has caused this Agreement to be subscribed to, 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.

_____
_____

By: _____
Its: _____

Consolidated Fire Protection District of Los Angeles County, a California Fire Protection District

By: _____
Its: _____

Approved as to form:

_____,
County Counsel

By: _____
Deputy

EXHIBIT A

ADVANCED LIFE SUPPORT BILLING AGREEMENT

ALS AUDIT/REVIEW

In accordance with the Terms and Conditions of the Advance Life Support Billing Agreement (Agreement), an Audit/Review of the Contractor's billing and collection practices is to be performed by a District appointed Auditor to determine the final amount of ALS revenue that the District should receive, based upon the intent of this Agreement.

The following documentation shall be made available by the Contractor to District and Auditor for the independent Audit/Review:

1. A copy of the Contractor's profile.

2. Copies of claims submitted to Medicare, non-commercial payers, (self-insured patients/patients) and commercial insurers and other third party payers within each EOA (i.e. Kaiser, Blue Cross) and the responses to such claims, and support per the same.

   The documentation for each claim submitted should include, but is not limited to, Explanation of Benefits forms ("EOBs"), Remittance advices, billing sheets, intake forms, patient care reports, dispatch records, denial notices, etc.

3. A copy of any provider agreement between a third party payer and Contractor (TPA) that provides for a discount on emergency transports covered by this Agreement; provided, however, that if such agreement is subject to a confidentiality provision, Contractor may provide access to District and Auditor of such agreement for its review but shall not be obligated to provide District a copy of such agreement.

4. An annual accounting report of accounts receivables that include: total claims billed for the year, total dollars received for the year: total contractual allowance dollars (Medicare only); and total dollars written off or qualifying as "bad debt".

5. Any other information the District or its Auditor believes is pertinent to the audit/review.

EXHIBIT B

ADVANCED LIFE SUPPORT BILLING AGREEMENT

INSURANCE REQUIREMENTS

Each Contractor(s) shall maintain the following insurance coverage during the term of this Agreement:

a. General Liability

- Written on ISO policy form CG 00 01 or equivalent.
- General aggregate - $5 million.
- Products/Completed Operations aggregate - $3 million.
- Personal and Advertising Injury - $3 million.
- Each occurrence - $3 million.

b. Auto Liability

- Written on ISO policy form CA 00 01 or equivalent.
- Limit of liability not less than $3 million for each accident.
- Insurance shall cover all owned, hired and non-owned vehicles or coverage for any auto.

c. Professional Liability

- Covers liability arising from any error, omission, negligent or wrongful act of the party, its officers, or employees with limits of not less than $2 million per occurrence and $5 million aggregate.
- Coverage shall also provide an extended two-year reporting period commencing upon expiration or earlier termination of the Agreement.

EXHIBIT C

ADVANCED LIFE SUPPORT BILLING AGREEMENT

CONTACT PERSONNEL

January 2005

DISTRICT:

ALS Services, Compliance Training, District Records, and Related Subjects

Battalion Chief William Niccum
Emergency Medical Services Section
Los Angeles County Fire Department
5801 South Eastern Avenue, Suite 100
Commerce, CA 90040-4001

Office: (323) 838-2212 Fax: (323) 869-0311

ALS Payments, District Audits, and Related Subjects

Helen E. Jo, Chief
Financial Management Division
Los Angeles County Fire Department
5801 South Eastern Avenue, Room 130
Commerce, CA 90040-4001

Office: (323) 838-2301 Fax: (323) 869-0731

Insurance Coverage Evidence, General Notices, General Contract Provisions, and Related Subjects

Deputy Chief Mel Hokanson
Support Services Bureau
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

Office: (323) 881-6152 Fax: (323) 881-6135

CONTRACTOR:

EXHIBIT D

ADVANCED LIFE SUPPORT BILLING AGREEMENT

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to

the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

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

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

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

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

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

EXHIBIT D

ADVANCED LIFE SUPPORT BILLING AGREEMENT

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

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

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

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

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

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

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

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT E

sin pena.
sin culpa.
sin nombres.

ahora hay una manera para entregar a su bebé sin ningún peligro

Sobre Cómo Entregar A Su Bebé Sin Ningún Peligro un refugio seguro y confidencial para los recién nacidos.

La ley sobre cómo entregar a su bebé sin ningún peligro permite que una persona entregue a su bebé sin tener miedo de ser arrestada o recibir enjuiciamiento siempre y cuando el bebé no haya sufrido abuso o negligencia. No requiere que se proporcione ningún nombre ni otra información al momento que se entregue el bebé. Permite que los padres entreguen a su bebé, antes de que pasen tres días de su nacimiento, en la sala de emergencia de un hospital u otros lugares designados como refugios seguros en California. El bebé se colocará en un hogar de crianza temporal o en un hogar pre-adoptivo.

En California, nunca nadie tiene que volver a abandonar a un bebé.

En el Condado de Los Angeles:

(877) BABY SAFE

(877) 222-9723

babysafela.org

Estado de California
Gray Davis, Governor
Secretaría de Salud y Servicios Humanos
Grantland Johnson, Secretary
Departamento de Servicios Sociales
Rita Saenz, Director

Junta de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora del Primer Distrito
Yvonne Brathwaite Burke, Supervisora del Segundo Distrito
Zev Yaroslavsky, Supervisor del Tercero Distrito
Don Knabe, Supervisor del Cuarto Distrito
Michael D. Antonovich, Supervisor del Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT E

¿Qué es la ley sobre cómo entregar a su bebé sin ningún peligro, conocida en inglés como "Safely Surrendered Baby Law" ?

Es una ley nueva. Bajo esta ley, una persona puede entregar a su bebé de manera confidencial. Siempre y cuando el bebé no haya sufrido abuso o negligencia, la persona puede entregar a su bebé sin tener el miedo de ser arrestada o recibir enjuiciamiento.

¿Cómo funciona?

Un padre/madre angustiado que no puede o no quiere cuidar a su bebé puede, legalmente y en forma confidencial y segura, entregar a su bebé antes de que pasen tres días de su nacimiento. Todo lo que se requiere es que se lleve al bebé a la sala de emergencia de un hospital en California. Una banda de identificación se colocará en el brazo del bebé. Una banda con la misma identificación se le entregará al padre/madre. Dicha banda de identificación ayudará a conectar al padre/madre con el bebé si es que él o ella quiere recuperarlo.

¿Puede solamente el padre/madre entregar al bebé?

En la mayoría de los casos, el padre/madre entregará al bebé al hospital. La ley permite que otra persona entregue al bebé si es que tiene la custodia legal.

¿Tiene el padre/madre que llamar antes de entregar al bebé?

No. Un padre/madre puede entregar al bebé en un hospital en cualquier momento, las 24 horas al día, los 7 días de la semana.

¿Tiene el padre/madre que divulgar algo a la persona a la que le entregue el niño?

No. No se requiere nada. Sin embargo, el personal del hospital le entregará al padre/madre un cuestionario sobre información médica que está diseñado para obtener un historial médico de la familia. Esto puede ser muy útil para el cuidado del niño, pero completar el cuestionario es la decisión de los padres.

¿Qué le sucede al bebé?

Se examinará al bebé y se le proporcionará tratamiento médico si es que lo necesita. Luego, la Oficina de Servicios para la Protección de Niños se hará cargo de la custodia y colocará al bebé en un hogar de crianza temporal o en un hogar pre-adoptivo.

¿Qué le sucede a los padres?

Una vez que hayan entregado al bebé de una manera segura, estarán libres de irse.

¿Qué sucede si un padre/madre quiere recuperar al niño?

El padre/madre (o padres) puede llevar la banda de identificación al hospital. El personal del hospital le proporcionará información acerca del bebé.

¿Por qué está California haciendo esto?

El propósito de la ley sobre cómo entregar a su bebé sin ningún peligro es proteger a los bebés para que no mueran o sufran algún daño debido a que fueron abandonados.

Es posible que haya escuchado historias trágicas de bebés que fueron abandonados en basureros o en baños públicos. Posiblemente, las personas que cometieron estos actos estaban bajo una severa angustia emocional. Las madres pudieron haber escondido sus embarazos, temerosas de lo que sucedería si sus familias se enteraran. Debido a que tenían miedo y no tenían ningún lugar donde buscar ayuda, ellas abandonaron a sus bebés.

Abandonar a un bebé significa un gran peligro para dicho bebé. También es ilegal. Muchas veces, esto resulta en la muerte del bebé. Debido a la ley sobre cómo entregar a su bebé sin ningún peligro, esta tragedia nunca tiene que pasar otra vez en California.

El décimo octavo bebé que fue entregado sin ningún peligro en California

A las 8:30 de la mañana del jueves, 25 de julio de 2002, un bebé recién nacido y saludable se entregó en el centro médico St. Bernardine en San Bernardino, bajo lo estipulado en la ley sobre cómo entregar a su bebé sin ningún peligro.

El bebé fue la décima octava criatura protegida bajo esta ley. Como lo estipula la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencia, un pediatra lo examinó y está saludable y bien. El bebé se colocó en un hogar de crianza temporal donde recibió cuidado por un corto tiempo mientras se empezaban los trámites de adopción.

Cada bebé merece la oportunidad de tener una vida saludable. Si usted, o alguien más a quien conoce, está considerando entregar a su bebé, conozca sus opciones.

Ciertamente, nosotros preferiríamos que las mujeres buscaran ayuda mientras están embarazadas, no después de que dan a luz, para recibir cuidado médico y asesoramiento apropiados. Pero al mismo tiempo, queremos asegurarles a los padres, que si deciden no quedarse con su bebé, que no irán a la cárcel si lo entregan a unas manos seguras en la sala de emergencia de un hospital.

Exhibit II

Approved Ambulance Providers

1. **American Medical Response of Southern California**
2. **Care Ambulance Service, Inc.**
3. **Schaefer Ambulance Service, Inc.**
4. **Westmed/McCormick Ambulance Service, Inc.**