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November 13, 2012

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

20 November 13, 2012

Sachi A. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF TRANSPORTATION OVERFLOW MASTER AGREEMENT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Master Agreements with multiple vendors for the provision of Transportation Overflow Services.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the Director of Health Services (Director), or his designee, to execute a Transportation Overflow Master Agreement with each ambulance company listed on Attachment A, for the provision of as needed Transportation Overflow Services (TOS), effective upon the date of execution by the Director or his designee through December 31, 2015, with two additional one-year renewal options, for a maximum Master Agreement term of five years.
2. Delegate authority to the Director, or his designee, to execute Master Agreements during the term of the Master Agreement with new qualified vendors that have been identified and selected through the Request for Statement of Qualifications (RFSQ) process, for TOS, effective on execution for the remaining period of the Master Agreement and during any subsequent extension periods.
3. Delegate authority to the Director, or his designee to exercise the two additional one-year extension options, through December 31, 2017, upon review and approval by County Counsel, with notification to the Board and the Chief Executive Office.
4. Delegate authority to the Director, or his designee, to execute Amendments to the Master Agreement to: (i) execute and approve

Cost-of-Living Adjustments (COLAs) pursuant to at the Director's discretion, consistent with the Board's COLA policy; (ii) add and/or change non-substantive terms and conditions of the Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The County has an ambulance fleet to provide non-emergent Basic Life Support (BLS) transport of County patients between County hospitals, health, custody, or court facilities, State mental and other governmental hospital or health facilities, psychiatric wards, private hospital or health facilities and patient homes. For a number of years, the County has contracted with private operators for the provision of patient transportation services for all Advanced Life Support (ALS), Critical Care, and Nurse-Staffed transports, for BLS patients, on an as-needed basis, when County vehicles are unavailable and at night and on weekends for transportation to above-listed facilities. Ambulance TOS are required in order to meet the volume of calls received, as Emergency Medical Services (EMS) staffing and ambulances are quite limited and only handle BLS runs.

The Los Angeles County Sheriff's Department (LASD) is required under State regulations to establish policies for emergency and non-emergency medical services, including transportation, for inmates between medical facilities, such as clinics, hospitals, and custody facilities. Pursuant to a Memorandum of Understanding (MOU) and following a request by LASD personnel through the Department of Health Services' (DHS) EMS Agency's Central Dispatch Office, DHS provides non-emergency transport of LASD patients in custody, to and from DHS medical facilities and County custody facilities. If County BLS transport services are not available or the transport requires ALS, a transportation overflow contract ambulance company is utilized to provide transportation.

Approval of the first recommendation will allow the Director, or his designee, to execute Master Agreements, substantially similar to Exhibit I, for the provision of TOS with each ambulance company listed in Attachment A for the continuation of patient transportation services on an as-needed basis when County vehicles are unavailable to provide these services in Los Angeles County. These Master Agreements replace the current agreements that expire on December 31, 2012.

Approval of the second recommendation will allow the Director to execute a Master Agreement with new qualified vendors during the term of the Master Agreement.

Approval of the third and fourth recommendations will allow the Director to execute amendments to exercise the two additional one-year extension options, add and/or

change non-substantive terms and conditions in the Agreement and approve COLAs, at the Director's discretion, consistent with the Board's COLA policy.

### **Implementation of Strategic Plan Goal**

The recommended action supports Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The estimated annual obligation for transportation overflow services is \$4.00 million. An estimated \$0.38 million of this cost will be offset by reimbursement from the LASD for inmate transports under the current MOU with DHS.

Funding is included in DHS' Fiscal Year 2012-13 Final Budget and will be requested in future fiscal years, as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 13, 2005 the Board approved the current TOS Agreements with private operators for the provision of patient transportation services on an as-needed basis, at the ALS or BLS level, when County vehicles are unavailable to provide non-emergent transport of County-responsible patients between and among their homes and County hospitals, health, custody, or court facilities; State mental and other governmental hospital and health facilities; and private hospitals and health facilities.

Since that time, the cost of providing ambulance transportation services has significantly increased from an estimated annual cost of \$2.13 million to \$4.00 million. This is due to a 60 percent increase in usage comprised of an increase in demand for BLS and ALS transports. Since the Board's initial approval, three subsequent amendments were executed to revise program requirements and extend the term of the current Agreements through December 31, 2012.

County Counsel has approved Exhibit I as to form. The Master Agreement includes all Board of Supervisors' required provisions, including the most recent provisions. The County may terminate the Master Agreement for convenience by giving the Contractor at least ten days prior written notice.

The TOS Master Agreement is not a Proposition A Agreement because the services are intermittent and as needed and therefore, not subject to the Living Wage Program requirements.

**CONTRACTING PROCESS**

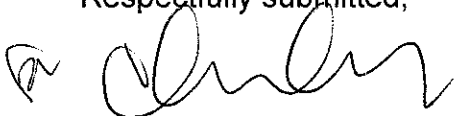
On April 12, 2012, DHS released a RFSQ for TOS, posting it on the DHS Contracts and Grants and EMS websites. The initial Statement of Qualifications (SOQ) submission deadline was April 20, 2012. Due to requests from vendors, an addendum was issued to extend the initial SOQ submission deadline to May 4, 2012. The ambulance companies listed in Attachment A submitted SOQs which met the requirements outlined in the RFSQ by the submission deadline.

The RFSQ will not be open continuously. If the EMS Agency determines that additional providers are needed, the RFSQ will be re-opened and SOQs will again be accepted and reviewed until such time that the County's TOS needs are met.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the provision of overflow non-emergency ambulance transportation services to continue uninterrupted.

Respectfully submitted,



Mitchell H. Katz, M.D.  
Director

MHK:rg

Enclosures (2)

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

## ATTACHMENT A

	<b>COMPANY</b>	<b>ADDRESS</b>	<b>PHONE NUMBER</b>
1	AmbuServe, Inc.	15105 S. Broadway Avenue Gardena, CA 90248	(310) 644-0500
2	American Medical Response of Southern California	1055 W. Avenue J Lancaster, CA 93534	(661) 947-1234
3	Americare Ambulance Service	1059 E. Bedmar Street Carson, CA 90746	(310) 835-9390
4	Antelope Ambulance Service	PO Box 5480 Lancaster, CA 93535	(661) 951-1998
5	Care Ambulance Service	1517 Braden Court Orange, CA 92868	(714) 288-3800
6	Emergency Ambulance Service	3200 E. Birch Street, Suite A Brea, CA 92821	(714) 990-1742
7	Gentle Care Transport, Inc.	3539 Casitas Avenue Los Angeles, CA 90039	(323) 662-8777
8	Guardian Ambulance Service	1854 E. Corson Street, Suite 1 Pasadena, CA 91107	(626) 792-3688
9	Impulse Ambulance, Inc.	12531 Vanowen Street North Hollywood, CA 91605	(818) 982-3500
10	Liberty Ambulance, LLC.	14109 Pontlavoy Santa Fe Springs, CA 90670	(562) 741-6230
11	Mauran Ambulance Service, Inc.	1211 First Street San Fernando, CA 91340	(818) 365-3182
12	MedCoast Ambulance Services	14325 Iseli Road Santa Fe Springs, CA 90670	(866) 926-9990
13	MedReach Ambulance Service	1303 Kona Drive Rancho Dominguez, CA 90220	(310) 781-9395
14	Mercy Ambulance Inc. dba Mercy Ambulance Service	7700 Imperial Highway, Suite D Downey, CA 90242	(877) 486-3729
15	Priority One Medical Transportation	740 S. Rochester Avenue, Suite E Ontario, CA 91761	(800) 600-3370
16	Rescue Services International, LTD	5462 Irwindale Avenue Irwindale, CA 91706	(626) 385-0440
17	Schaefer Ambulance Service	4627 W. Beverly Boulevard Los Angeles, CA 90004	(323) 469-1473
18	WestCoast Ambulance, Inc.	6739 Victoria Avenue Los Angeles, CA 90043	(800) 880-0556
19	Westmed Ambulance Service, Inc., dba McCormick Ambulance, Inc.	13933 S. Crenshaw Boulevard Hawthorne, CA 90250	(310) 219-1779

**DEPARTMENT OF HEALTH SERVICES  
MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF HEALTH SERVICES**

**AND**

**(CONTRACTOR)**

**FOR**

**TRANSPORTATION OVERFLOW SERVICES**

**TRANSPORTATION OVERFLOW SERVICES  
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AND CLINICAL HEALTH ACT (HITECH)

**MASTER AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES,  
DEPARTMENT OF HEALTH SERVICES  
AND**

\_\_\_\_\_  
**FOR  
TRANSPORTATION OVERFLOW SERVICES**

This Master Agreement and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the County may contract with private businesses for Transportation Overflow Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Transportation Overflow Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services or designee to execute and administer this Master Agreement; and

WHEREAS, pursuant to the provisions of Section 1441 of the Health and Safety Code of the State of California, County has established and maintains, through its Department of Health Services, various County hospital and health facilities; and

WHEREAS, pursuant to the provisions of Section 17000 of the Welfare and Institutions Code of the State of California, County is charged with the care and maintenance of the indigent ill and injured lawful residents in Los Angeles County; and

WHEREAS, County's Department of Health Services has a need from time-to-time to transport patients between and among their residences, County's various hospitals, health, custody, or court facilities, private hospitals and health facilities, and between County facilities and State mental hospitals, etc.; and

WHEREAS, County's Department of Health Services has a need to provide paramedic or nurse staffed ambulance transportation in limited and occasional certain circumstances, and does not employ paramedics or operate advanced life support equipped vehicles; and

WHEREAS, County's Department of Health Services does not own or operate a sufficient number of vehicles (e.g., ambulances, ambulettes, station wagons, or vans) to meet the transportation needs of its patients at all times; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to provide such patient transportation and possesses the competence, expertise, vehicles, and personnel required to provide such services; and

WHEREAS, County's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are required on an intermittent basis; and

WHEREAS, provisions of Health and Safety Code Sections 1441 and 1451, and Government Code Section 26227 provide authority for this Master Agreement.

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

## **1.0 APPLICABLE DOCUMENTS**

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

### **Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Rates to be Charged County for Ambulance/Ambulette Transportation
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Master Agreement Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Master Agreement**

1.10 EXHIBIT N - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

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

## **2.0 DEFINITIONS**

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

2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

- 2.3 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Project Manager.
- 2.4 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Master Agreement.
- 2.5 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Master Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **DHS:** Department of Health Services.
- 2.8 **Director:** Director of the Department of Health Services or his/her authorized designee.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Master Agreement:** Master Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.11 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.



- 2.12 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.13 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 **Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on December 31, 2015 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two additional one-year periods for a maximum total Master Agreement term of five years. Each such option and extension shall be exercised at the sole discretion of the

Director or his/her designee as authorized by the Board of Supervisors in accordance with sub-paragraph 8.1 - Amendments.

- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.5 Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS at the address herein provided in Exhibit E – County's Administration.

## **5.0 MASTER AGREEMENT SUM**

- 5.1 Reimbursement to contractor for services shall be based on the number of calls (if any) and the rates identified in Exhibit B, RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, in effect at the time of service.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/  
Termination of Master Agreement**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

**5.4 Invoices and Payments**

5.4.1 Invoices shall be submitted monthly for all requested services provided by Contractor to County and priced, according to the rates identified in Exhibit B, RATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE TRANSPORTATION, attached hereto and incorporated herein by reference. Such invoices shall be submitted using the standardized Health Insurance Claim Form , Form CMS-1500 (08-05) and shall include, but not necessarily be limited to, the following information: DHS' Central Dispatch Office (CDO) run number (list in section 23, "Prior Authorization Number" of the CMS 1500 Form), patient name, the date(s) and time(s) the service(s) were respectively provided, the pick-up and destination sites, itemized charges and the number of miles traveled. Contractor may use its own automated billing system provided the system is capable of generating the information required above. If County should

adopt an electronic billing system during the term of this Master Agreement, Contractor may elect to submit all invoices hereunder via electronic transmission. Invoices in such an event would continue to be submitted on a monthly basis. The information required may be revised by Director from time-to-time with reasonable notice by County to Contractor.

5.4.2 The Contractor's invoices shall contain the information listed above and set forth in Exhibit A - Statement of Work describing the transportation services, for which payment is claimed. The Contractor shall invoice the County in arrears only for providing services specified in Exhibit A - Statement of Work and elsewhere hereunder. Reimbursement to Contractor shall be only for services requested by the DHS' CDO.

5.4.3 Invoices submitted to County for services under this Master Agreement must be received by the EMS Agency within sixty (60) days following the month of service, unless Contractor is awaiting coverage determination or payment from a third party payor that was identified after the transport. Contractor shall submit original invoices to the Emergency Medical Services (EMS) Agency, Ambulance Billing Coordinator, at 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

5.4.4 If Contractor becomes aware that the patient transported has third party coverage, excluding Medi-Cal or Medicare, and the transport is reimbursable, Contractor shall bill the third party. If Contractor receives any reimbursement, from a third party, regardless of the amount, there shall be no

payment from County for services provided. Should Contractor receive any payment for services from a third party payer after County has paid Contractor for those services, Contractor shall immediately notify County and shall refund County's payment for that patient within thirty (30) days. If Contractor is not reimbursed by the third party within one hundred fifty (150) days from date of transport, Contractor may bill the County within thirty (30) days and submit supporting documentation with the invoice(s).

5.4.5 County shall reimburse Contractor for all service calls received from the CDO within thirty (30) days following receipt by County of a complete and correct itemized billing. County may request additional supporting documents, and invoices may be adjusted to reflect correct charges; Contractor will be notified of such changes. County may return invoices to Contractor for correction.

5.4.6 Contractor shall not bill a patient or their family, for services under this Master Agreement, unless it is determined that the patient has private insurance and there is a co-pay or unmet deductible for such services.

5.4.7 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

#### **5.4.8 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Facility's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **5.5 Cost of Living Adjustments (COLA's)**

The Master Agreement base rates (BLS, ALS, RN-Staffed, and RCP-Staffed only) may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Master Agreement anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Master Agreements, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Master Agreement) from the base upon which a COLA is calculated,

unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Master Agreement, it shall require a written amendment to this Master Agreement first, that has been formally approved and executed by the parties, in accordance with Sub-paragraph 8.1 amendments.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

### **COUNTY ADMINISTRATION**

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

#### **6.1 County's Project Director**

Responsibilities of the County's Project Director include:

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

#### **6.2 County's Project Manager**

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement.

### **6.3 County's Project Monitor**

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

## **7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**

### **7.1 Contractor's Project Manager**

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

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

### **7.2 Contractor's Authorized Official(s)**

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

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to



such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Contractor's Staff Identification**

Contractor shall ensure that each of its ambulance or ambulette employee is (a) neat and clean in appearance and wears a uniform that identifies Contractor's company by name and insignia as well as the employee's name and his/her level of pre-hospital certification when responding to all calls under this Master Agreement; and (b) is trained to handle patients in a manner consistent with Los Angeles County pre-hospital care policies, procedures, and protocols.

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Master Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and

continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under this Master Agreement at any time during the term of this Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations,

ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

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

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

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Master Agreement", Exhibit G1.

**7.7 Staff Performance Under The Influence**

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

**8.0 STANDARD TERMS AND CONDITIONS**

**8.1 AMENDMENTS**

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms, conditions, and Statement of Work in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement

shall be prepared by the County and executed by the Contractor and by Director or his/her designee.

- 8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Master Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to this Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange,

assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

### **8.3 AUTHORIZATION WARRANTY**

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

**8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

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

**8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 30 business days after Master Agreement effective date, the Contractor shall provide the County with the

Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation and recommended corrective action, within 30 business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within 30 business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW, RULES AND REGULATIONS**

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



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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS –  
ANTIDISCRIMINATION AND AFFIRMATIVE ACTION LAWS**

- 8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Master Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious

creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.7.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.

- 8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.
- 8.7.9 **Antidiscrimination in Services:**  
Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following:  
Denying any person any service or benefit or the availability

of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

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

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

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

### **8.8.2 Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service

Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract Master Agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

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

Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

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



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

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

**8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM  
PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov). The County will refer GAIN/GROW participants by job category to the Contractor.

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

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

### **8.12.2 Chapter 2.202 of the County Code**

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

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively

reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 8.12.4 **Contractor Hearing Board**

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of

the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all

County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

#### **8.14 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM**

8.14.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care programs funded by the Federal government, directly or indirectly, in whole or in part, which includes Medicare, Medi-Cal and Healthy Families, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federally funded health care programs; and (2) any exclusionary action taken by any agency of the Federal or State governments against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

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

- 8.16.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.16.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

**8.17 COUNTY'S QUALITY ASSURANCE PLAN**

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



Master Agreement.

## **8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.18.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.
- 8.18.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

## **8.19 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.19.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all

verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

## **8.20 FACSIMILE REPRESENTATIONS**

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

## **8.21 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and

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

#### **8.22 FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Master Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Master Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

#### **8.23 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER**

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at

the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Master Agreement.

#### **8.24 GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)**

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Master Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H, Contractor's Obligations as a "Business Associate" Under

Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Master Agreement).

## **8.26 INDEPENDENT CONTRACTOR STATUS**

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

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

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

by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

## **8.27 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

## **8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.28.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000.00), and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

County of Los Angeles  
Department of Health Services  
Centralized Contract Monitoring Division  
5555 Ferguson Drive, Suite 210  
Commerce, CA 90022

County of Los Angeles  
Department of Health Services  
Emergency Medical Services Agency  
10100 Pioneer Boulevard, Suite 200  
Santa Fe Springs, CA 90670  
Attention: Administrative Services



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

#### **8.28.2 Additional Insured Status and Scope of Coverage**

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

### **8.28.3 Cancellation of or Changes in Insurance**

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

### **8.28.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

### **8.28.5 Insurer Financial Ratings**

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

#### **8.28.6 Contractor's Insurance Shall Be Primary**

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

#### **8.28.7 Waivers of Subrogation**

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

#### **8.28.8 Sub-Contractor Insurance Coverage Requirements**

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

#### **8.28.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.28.10 Claims Made Coverage**

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

#### **8.28.11 Application of Excess Liability Coverage**

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

#### **8.28.12 Separation of Insureds**

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

### 8.28.13 **Alternative Risk Financing Programs**

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

### 8.28.14 **County Review and Approval of Insurance Requirements**

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

## 8.29 **INSURANCE COVERAGE**

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

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.29.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split

limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable. A list of "scheduled" vehicles must be provided with the certificate of insurance and must include the applicable insurance policy number.

#### **8.29.3 Workers' Compensation and Employers' Liability**

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for

negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.

### **8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**

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

**8.31 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.32 NOTICE OF DELAYS**

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

**8.33 NOTICE OF DISPUTES**

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

**8.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

**8.35 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a



fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.36 NOTICES**

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

### **8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

### **8.38 PUBLIC RECORDS ACT**

8.38.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.40 - Record Retention

and Inspection/Audit Settlement of this Master Agreement become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.39 PUBLICITY**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

#### **8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

8.40.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.40.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.40.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.40 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.40.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the

difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

#### **8.41 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

#### **8.42 RESTRICTIONS ON LOBBYING**

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

## 8.43 SUBCONTRACTING

- 8.43.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.43.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.43.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.43.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.43.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing

services under this Master Agreement. The Contractor is responsible to notify its Subcontractors of this County right.

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

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

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

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

County of Los Angeles  
Department of Health Services  
Emergency Medical Services Agency

10100 Pioneer Boulevard, Suite 200  
Santa Fe Springs, CA 90670  
Attention: Administrative Services

before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.46 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.45 TERMINATION FOR CONVENIENCE**

8.45.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon



which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

8.45.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with subparagraph 8.40, Record Retention and Inspection/Audit Settlement.

#### **8.46 TERMINATION FOR DEFAULT**

8.46.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) days

(or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.46.2 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.46, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.46, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.45 - Termination for Convenience.

8.46.3 The rights and remedies of the County provided in this sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.47 TERMINATION FOR IMPROPER CONSIDERATION**

8.47.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the

Contractor.

- 8.47.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.47.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.48 TERMINATION FOR INSOLVENCY**

- 8.48.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment

for the benefit of creditors.

8.48.2 The rights and remedies of the County provided in this subparagraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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

#### **8.50 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

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

#### **8.51 UNLAWFUL SOLICITATION**

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

#### **8.52 VALIDITY**

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

#### **8.53 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.54 WARRANTY AGAINST CONTINGENT FEES**

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

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

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**AUTHORIZATION OF MASTER AGREEMENT FOR  
TRANSPORTATION OVERFLOW SERVICES**

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Mitchell H. Katz, M.D.  
Director of Health Services

CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
BY THE OFFICE OF THE  
COUNTY COUNSEL

# STATEMENT OF WORK



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# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

Contractor agrees to transport patients in appropriately licensed and staffed ambulance or ambulette units, as long as the patient pickup point is within Los Angeles County and the transport is requested by the Department of Health Services' (DHS) Central Dispatch Office (CDO).

Contractor agrees to keep a certain number of its ambulances and ambulette vehicles available within Los Angeles County on a twenty-four (24) hour basis.

### **2.0 ADDITION AND/OR DELETION OF VEHICLES**

The number of vehicles identified as ambulette, basic life support (BLS), advanced life support (ALS), or critical care transport (CCT) units for each identified location shall be submitted to the EMS Agency as of the effective date of this Master Agreement.

Contractor shall submit an update of any changes or confirm in writing by July 1 of each year that this Master Agreement is in effect, that the locations, number and type (Ambulette, BLS, ALS and/or CCT) of vehicles has not changed.

Contractor shall submit this information to the County's DHS, Emergency Medical Services (EMS) Agency, Ambulance Program Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

### **3.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.17, County's Quality Assurance Plan.

#### **3.1 County Observations**

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

#### **3.2 Written Policies and Procedures**

Contractor shall have written policies and procedures for:

- (1) Pre-employment screening/hiring standards
- (2) Orientation and training program for new employees
- (3) In-service training and education

- (4) Personnel evaluations
- (5) Work schedules/work coverage protocols
- (6) Dispatch protocols which shall include policies and procedures that conform to the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch, and Reference No. 517, Private Provider Agency Transport/Response Guidelines.
- (7) Evaluation and handling of patients in the provision of service, including policies and procedures that conform to all applicable Los Angeles County Prehospital Care Policies (e.g., Reference No. 838, Application of Patient Restraints, Reference No. 808, Base Hospital Contact and Transport, etc.).

Contractor shall maintain documentation/verification that employees have been informed of each of the above policies and all such policies and procedures shall be available for review at reasonable times by Director or designee.

#### **4.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

##### **COUNTY**

#### **4.1 Personnel**

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

- 4.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.
- 4.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

##### **CONTRACTOR**

#### **4.2 Project Manager**

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

- 4.2.2 Project Manager shall act as a central point of contact with the County.
- 4.2.3 Project Manager/alternate shall have five (5) years of increasingly responsible experience in the operation or management of a basic life support or advanced life support transport service.
- 4.2.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement.  
Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### 4.3 Personnel

- 4.3.1 Upon request of CDO, Contractor shall provide emergency medical technician (EMT), emergency medical technician-paramedic (EMT-P), respiratory care practitioner or registered nurse personnel in compliance with the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual for transportation of any patient. The requirement to provide a unit or units staffed with Los Angeles County accredited paramedics, registered nurse personnel or respiratory care practitioner personnel, shall apply only if Contractor is expressly authorized by the EMS Agency to render such services.
- 4.3.2 When responding to any call under this Master Agreement, the Contractor's ambulance vehicle shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California at the EMT or higher level of certification. Any person who is licensed by the State of California as a physician, registered nurse, or paramedic employed as an ambulance attendant shall not be required to have an EMT Certificate. However, a minimum of two (2) EMTs, currently certified in California (and who have successfully completed a Los Angeles County EMT Scope of Practice training program), must staff each critical care transport vehicle in addition to at least one registered nurse and/or licensed respiratory care practitioner.
- 4.3.3 When responding to any call under this Master Agreement, the Contractor's ambulance vehicles shall be staffed with a minimum of a driver with both a valid California Driver's License and a current American Red Cross Community First Aid and Safety Certificate or equivalent, or higher level of certification. Personnel shall not exceed their applicable scope of practice as defined by State and local regulations and policies.
- 4.3.4 Contractor shall ensure that each EMT and/or paramedic providing services under this Master Agreement have the following: 1) a current EMT certificate or paramedic license; 2) an American Heart Association Healthcare Provider (or equivalent) Cardiopulmonary Resuscitation (CPR) certification card; 3) a California Ambulance Driver's Certificate (ambulance drivers); 4) a California Driver License or identification

card; and 5) a Medical Examiner's Certificate (DL-51) (ambulance drivers).

- 4.3.5 Contractor shall ensure that ambulance personnel providing services under this Master Agreement must have an American Red Cross Community First Aid and Safety Certificate or equivalent and, if driver's license is a Class A or Class B license, a current DL-51.
- 4.3.6 Qualifications for personnel staffing Contractor's vehicles shall be at least at the minimum licensure or certification level required by State law and the Los Angeles County Code for the level of care required for the patient.
- 4.3.7 Contractor's paramedic personnel who provide services under this Master Agreement must also be currently accredited as a paramedic in Los Angeles County.
- 4.3.8 Contractor's registered nurse or respiratory care practitioner personnel who provide services under this Master Agreement, in addition to possessing current licenses issued by the State of California, must also meet all other applicable requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 414, Critical Care Transport (CCT) Provider.
- 4.3.9 Contractor shall maintain current copies (which shall be available to County staff upon request for viewing and copying) of all applicable required licenses, certificates and/or accreditations for each employee providing services under this Master Agreement.
- 4.3.10 Dispatch Center Staffing (Ambulance Only): Contractor's dispatch center shall be staffed, 24-hours per day, seven days per week. Personnel assigned to the Dispatch Center for call-taking and/or dispatching of ambulance vehicles, shall meet the minimum personnel requirements specified in the Los Angeles County Prehospital Care Manual, Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Medical direction and oversight of the Dispatch Center shall be provided by a physician as specified in Reference No. 226.
- 4.3.11 Contractor shall not permit any of its employees, including a dispatcher, to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair the employee's physical or mental performance.

#### **4.4 Uniforms/Identification Badges**

Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Master Agreement.

## **4.5 Ambulance/Ambulette Vehicles and Equipment**

- 4.5.1 Contractor shall ensure that each ambulance and ambulette vehicle is maintained in good mechanical and sanitary condition.
- 4.5.2 Contractor agrees to identify all ambulance and ambulette vehicles used under this Master Agreement with the Contractor's name clearly visible \_\_\_\_\_ to the general public in the paint scheme and company logo approved \_\_\_\_\_ by the EMS Agency.
- 4.5.3 Director, or designee, may at any reasonable time, without prior notice, inspect any of Contractor's ambulance or ambulette vehicles in order to ascertain Contractor's compliance with the Master Agreement.
- 4.5.4 Contractor shall maintain all of the unit equipment used hereunder in good mechanical and sanitary condition at all times. This equipment shall be subject to inspection by Director or designee at any reasonable time, without prior notice. All vehicles shall be stocked with appropriate and adequate medical equipment and supplies for the level of service (e.g. Ambulette, BLS, ALS or CCT) being provided and approved by the EMS Agency. Such equipment and supplies shall meet all applicable requirements specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual.
- 4.5.5 Ambulance vehicles used under this Master Agreement shall carry an original or copy of the vehicles California Department of Motor Vehicle (DMV) Registration, original or copy of the vehicle's county business license or temporary authorization, original or copy of vehicle insurance identification card, copy of the most current California Highway Patrol (CHP) inspection sheet and the original CHP ambulance identification certificate. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.38, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.6 Ambulette vehicles used under this Master Agreement shall carry an original or copy of the vehicle's California DMV Registration, original or copy of the vehicle's county business license or temporary authorization and an original or copy of the vehicle's insurance identification card. All such vehicles shall be subject to inspection by County staff designated by Director. Ambulance vehicle documents shall be available for review and copying by County staff pursuant to Paragraph 8.40, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.5.7 The purchase of all ambulance/ambulette vehicles and equipment to provide the needed services is the responsibility of the Contractor. Such ambulance/ambulette vehicles shall meet all applicable requirements

specified in State regulation, the Los Angeles County Code and the Los Angeles County Prehospital Care Manual. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee and patients, including, but not limited to, properly working heating and air conditioning for all vehicles used under the Master Agreement.

#### **4.6 Dispatch Center/Communications Equipment (Ambulance Only)**

- 4.6.1 Contractor's dispatch center shall have a mechanism in place to document time events for each request for service as outlined in Los Angeles County Prehospital Care Manual Reference No. 226, Private Ambulance Provider Non 9-1-1 Medical Dispatch. Use of a computer aided dispatch (CAD) system is strongly encouraged.
- 4.6.2 Contractor agrees to ensure that the dispatch center and ambulance personnel have communication capabilities allowing for immediate communications with one another at any time a vehicle is being used under this Master Agreement.
- 4.6.3 All ambulance vehicles used under this Master Agreement shall have a minimum of two (2) forms of portable communication devices per vehicle. At least one (1) of these communication devices must be capable of instant/immediate, direct communication (push to talk) with Contractor's dispatch center.
- 4.6.4 Contractor's communications between the dispatch center and ambulance crews shall be recorded for all transports performed under this Master Agreement.
- 4.6.5 Contractor is strongly encouraged to include a Hospital Emergency Administrative Radio (HEAR) as part of their dispatch center in order to ensure the ability to communicate with CDO in the event of a disaster that renders telephone systems inoperable.

#### **4.7 Training**

- 4.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 4.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.
- 4.7.3 In addition to the provision of ambulance staffing at the customary EMT scope of practice level as specified in the California Code of Regulations, Title 22 and the Los Angeles County Prehospital Care Manual, Reference No. 802, EMT Scope of Practice, Contractor shall further assure that all of its EMTs have successfully completed the Los



Angeles County EMT Scope of Practice training given as part of the EMT's initial training or by a continuing education provider approved to give such training. A copy of the Course Completion Certificate or other documentation of this training shall be retained in the employees file.

- 4.7.4 Contractor shall ensure that each of its ambulance employees is knowledgeable in managing behavioral emergencies and the safe restraint of patients when necessary during the performance of services hereunder, and will follow procedures pertaining thereto and as set forth in the Los Angeles County Prehospital Care Manual, Reference No. 838, Application of Patient Restraints and herein. Contractor may utilize the Behavioral Emergency Training program developed by the EMS Agency. If another training curriculum is utilized, it must be approved by the EMS Agency in advance. A copy of the Course Completion Certificate for this training shall be retained in the employees file.

#### **4.8 Contractor's Telephone Numbers and Dispatch Center**

Contractor shall provide the EMS Agency with sufficient telephone number(s) for twenty-four (24) hour access to Contractor's dispatch center without a response to call delay of more than five (5) minutes. In addition, Contractor shall provide in writing any changes in telephone numbers of its dispatch center to the EMS Agency's Ambulance Programs Section, Attention: Ambulance Programs Coordinator, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

Contractors providing ambulette services only are exempt from the twenty-four (24) hour access requirement. Any changes in hours of operation should be sent to the Ambulance Programs, EMS Program Head, 10100 Pioneer Boulevard, Suite 200, Santa Fe Springs, California 90670.

#### **4.9 Crew Quarters**

Contractor agrees that crew quarters in each of its facilities from which transportation overflow services are provided under this Master Agreement shall be maintained in a clean, sanitary, and livable condition. If Contractor's staff works 24-hour shifts, the applicable crew quarters shall also include kitchen and shower facilities that are in good working order. County staff may at any reasonable time, without prior notice, inspect Contractor's crew quarters in order to ascertain Contractor's compliance with these requirements.

#### **4.10 Licenses/Permits**

- 4.10.1 Contractor must possess an Ambulance and/or Ambulette Operator Business License issued by the County of Los Angeles. Such business license must be in good standing, without pending or current licensure actions (e.g. probation suspension or revocation) in place nor any



notice(s) of violation or notice(s) of administrative fine(s), which were upheld, within the preceding twelve (12) consecutive months.

- 4.10.2 Contractor shall possess and maintain current business licenses and/or tax permits for each applicable incorporated city in the County in which Contractor responds for the transport of patients under this Master Agreement. All such business licenses and/or tax permits shall be available for review and copying by County staff pursuant to Paragraph 8.40, Record Retention and Inspection/Audit Settlement, of the Master Agreement.
- 4.10.3 For each ambulance vehicle used under this Master Agreement, a CHP permit and County of Los Angeles business license shall be obtained and kept in force by Contractor. For each ambulette vehicle used under this Master Agreement, a County of Los Angeles business license shall be obtained and kept in force by Contractor.
- 4.10.4 As a material term of this Master Agreement, Contractor shall maintain all applicable licenses, permits, and certifications in order to perform services as set forth in this Master Agreement.
- 4.10.5 Director shall have the right to immediately suspend services under this Master Agreement in the event of a suspension or revocation of Contractor's ambulance or ambulette operator's business license/permit.

#### **4.11 Response Time Requirements**

- 4.11.1 Contractor shall arrive for patient pickup within the following response times unless CDO accepts a longer response time due to unusual circumstances:

Non-emergent Call (Code 2)	Within 30 minutes of CDO request
Emergent Call (Code 3)	Within 8:59 minutes of CDO request (Immediately)
- 4.11.2 Contractor agrees to respond to CDO calls within the response time that is given by Contractor and accepted by CDO. Response times will be monitored based on these standards and the estimated time of arrival (ETA) given by Contractor and accepted by CDO. Accepted response times shall be met a minimum of 90% of the time. Contractors failing to comply with this requirement will be contacted by EMS Agency staff to develop a corrective action plan to address this non-compliance. Such plan must be fully implemented within fifteen (15) calendar days.
- 4.11.3 Response time is defined as the interval of time, between the time all dispatch information has been obtained by an Master Agreement

provider's dispatcher (i.e., patient name, authorization number, point of pickup, destination, and any special services needed), to the time Contractor's personnel arrive at patient.

- 4.11.4 CDO may provide dispatch information up to twenty-four (24) hours in advance of the actual transport time which is considered a "prescheduled" transport. Contractor will respond to prescheduled transport requests accepted for overflow ambulance transportation services at the time agreed upon, plus or minus fifteen (15) minutes.
- 4.11.5 Contractor shall inform the CDO at the time the request is made if it does not have ambulance units available to respond in a timely manner to a request for patient transportation services, or if Contractor will be delayed longer than the original estimated time of arrival to the scene.
- 4.11.6 In the event that Contractor, acting upon an official request from CDO, responds with its personnel and equipment, and upon arrival at the point of patient pickup, is advised by the requesting facility that the patient will not be transported, Contractor shall immediately notify the CDO that such service is not needed and has been canceled. Such runs will be paid as "dry runs".
- 4.11.7 In addition, Contractor shall notify CDO when each transfer request is completed or canceled, i.e., the final disposition of such transport request.
- 4.11.8 By the 15<sup>th</sup> of each month following the month of service, Contractor shall submit a Monthly Response Time Report to the EMS Agency electronically at the following e-mail address: [overflowresponsetimereports@dhs.lacounty.gov](mailto:overflowresponsetimereports@dhs.lacounty.gov), and shall include the following for each call: 1) CDO run number; 2) date and time that transport request was received from CDO; 3) date and time that transporting unit was dispatched; 4) date and time that transport personnel arrived at patient; 5) patient pick-up location/address, and 6) patient destination location/address. The monthly response time reports shall be submitted using Attachment I "Monthly Response Time Report" template. This data shall be submitted in an Excel®, or comparable format, that allows for the data to be sorted and analyzed. The attached "Monthly Response Time Summary" template shall also be completed and submitted monthly, electronically along with the "Monthly Response Time Report" at the above e-mail address.

#### **4.12 EMS Service Provider Quality Improvement Program**

- 4.12.1 Contractor shall cooperate in all respects with EMS Agency's medical quality improvement program pursuant to the California Code of Regulations, Title 22, and all applicable EMS Agency Prehospital Care policies for ambulance providers and permit access by Director's quality improvement representatives to Contractor's patient care

records and other patient care related documentation (e.g. dispatch records, incident reports, etc.).

- 4.12.2 Contractor shall establish a quality improvement program to include: 1) a QI plan which has been submitted to the EMS Agency and approved. The QI plan shall be reviewed annually by Contractor to ensure that it continues to reflect Contractor's current organizational processes. If updates are required, the revised QI Plan shall be submitted to the EMS Agency or if there are no updates, a signed and dated QI Plan cover sheet shall be submitted to the EMS Agency during the annual program review; 2) indicators that reflect aspects of quality of care that affect patient outcomes specific to the applicable scope of practice for the patient transports performed by Contractor's personnel, analysis of data (including any corrective actions taken, such as classes, meetings, bulletins, etc.); and 3) documented organizational QI meetings to ensure compliance with Master Agreement requirements and adherence to medical and dispatch protocols and performance standards as established by the EMS Agency.

#### **4.13 Procedural Guidelines for Patient Transportation**

- 4.13.1 Calls for patient transportation shall be assigned to one or more eligible companies servicing an area at the sole discretion and authority of the County. More than one company may be called to ensure an acceptable response time.
- 4.13.2 CDO shall specify the level of staffing and any special needs (e.g. vehicle that allows for securing of a neonatal isolette, female attendant, etc.) required in its request to Contractor, whether an ambulance, BLS, ALS, or CCT staffed ambulance, and whether a registered nurse and/or respiratory care practitioner team is required for a CCT transport. CDO will only request ALS or CCT level staffing from contractors who provide such service(s) on a 24-hours per day, seven (7) days per week. If an ambulance or van is requested, Contractor shall be reimbursed at the ambulance rate regardless of the type of vehicle dispatched by Contractor, including an ambulance.
- 4.13.2 During the initial call, CDO shall inform the Contractor transportation dispatcher of response time requirements (e.g., Prescheduled, Code 2/Non-emergent, Code 3/Emergent), exactly where Contractor personnel are to pick-up patient, and whether a female attendant is required. Such female attendant must be an EMT assigned to the responding ambulance and additional charges are not applicable.
- 4.13.3 Upon arrival, Contractor personnel shall notify CDO of their arrival time via the Contractor dispatcher or other pre-established means. Failure to contact CDO may result in non-payment for the transport.
- 4.13.4 Contractor personnel shall contact and request approval from CDO for waiting times exceeding the first fifteen minutes. Waiting time is only

applicable when the transporting EMTs are with the patient or in an area proximal to the patient, at the pick-up and/or destination point. Waiting time will only be paid if CDO directs the Contractor personnel to continue to wait for the patient. Wait time charges will not be approved after the fact.

- 4.13.5 County staff must always be present with the patient when Contractor personnel arrive at the patient's bedside for transport from a County-operated health facility.
- 4.13.6 Contractor personnel cannot be compelled to transport a patient without restraints if they fear for their own or the patient's safety. If this occurs and the decision is made not to transport the patient, Contractor shall notify CDO. Contractor will be reimbursed at the dry run rate.
- 4.13.7 Contractor personnel shall be in compliance with the EMS Agency Prehospital Care Reference No. 838, Application of Patient Restraints, as now enacted or as may be revised.

In addition, the following shall apply:

- (a) Contractor personnel shall acknowledge that they have been trained on the requirements for the transportation of patients with behavioral emergencies and the safe restraint of patients when necessary, and a copy of that acknowledgment shall be retained in the employee's file;
- (b) County staff is responsible for the management of the patient at a County health facility pickup location and shall direct and assist Contractor personnel until such time that:
  - (1) If applicable, the patient is physically restrained on the gurney to the satisfaction of both County staff and Contractor personnel; and
  - (2) Contractor personnel receive the transportation order and all needed clinical/legal documentation.

Contractor personnel are thereafter responsible for ensuring transportation that is safe for both the patient and themselves.

- 4.13.8 Contractor personnel shall not be required to transport a second patient.
- 4.13.9 County staff shall inform the patient what is happening to him/her when the pickup site is a County facility and shall not delegate this duty to Contractor personnel.
- 4.13.10 At the time of dispatch, CDO staff is responsible for communicating all readily available information to Contractor personnel, which may include:
  - (a) Patient's name with pickup site and destination address:

- (b) Presenting problem;
  - (c) Potential for unpredictable behavior and dangerousness;
  - (d) Current substance abuse, known contagious or infectious diseases; and other medical problems.
  - (e) Whether medication has been administered and all applicable precautions;
- 4.13.11 Contractor personnel must remain with the patient until the patient is accepted by the receiving facility. The patient, if in restraints, shall not be left alone or taken out of restraints until the transfer is completed (unless patient care cannot be adequately rendered with restraints; e.g., patient has cardiac arrest).
- 4.13.12 Contractor personnel are not required to leave or “trade” their restraint devices with County/State facilities when delivering a patient. If County restraints were used during the transport, Contractor shall assure that they are returned to the County facility as soon as reasonably appropriate and convenient following the transport. County shall have no responsibility for paying Contractor any costs it might incur in returning such restraints.
- 4.13.13 After the patient has been accepted, Contractor personnel are not expected to wait at the facility for the outcome of the evaluation, except at State hospitals where a patient may not be accepted before the evaluation. (Applicable waiting times, when approved by CDO, shall be applied in the latter circumstance.)
- 4.13.14 In the event the receiving facility refuses to accept the patient for evaluation, Contractor personnel should call the Contractor dispatcher who shall contact CDO for instructions.
- 4.13.15 The personal valuables of the patient must be protected and accounted for by County staff, Contractor personnel, and the receiving facility. After verifying the personal valuables, each of the above parties should sign a form, or copy of a form, which describes this property. Contractor is not required to transport more than Twenty-Five Dollars (\$25) cash or more than 20 lbs. or 1 bag (whichever is less) of personal property. Contractor is not required to transport other patient property, including electric wheelchairs, personal television sets or other electronic equipment, food, flowers, etc., or any amount of cash greater than \$25. The County’s CDO staff shall advise the party requesting transport that he/she is responsible for arranging the transportation of any patient property other than the initial Twenty-Five Dollars (\$25) cash, 20 lbs. or 1 bag of patient’s personal property.
- 4.13.16 Contractor personnel shall take patients by the quickest and most direct route to the destinations requested by CDO, and shall not make any intermediate stops enroute (e.g., the patient’s home). If for any reason the patient is released by Contractor personnel or elopes before the destination is reached, CDO must be immediately notified. If the

patient's condition deteriorates prior to reaching the destination requested by CDO, Contractor personnel may divert its ambulance or other transport vehicle to the most accessible 9-1-1 receiving hospital consistent with applicable Los Angeles County Prehospital Care Manual. Whenever the transport unit is diverted the CDO shall be notified. If the transport is ALS staffed, the appropriate base hospital shall also be notified.

- 4.13.17 If problems are encountered by Contractor's personnel, they should document them in writing, as appropriate, on the patient care report and/or Contractor's incident reporting form and immediately inform their supervisor and CDO.
- 4.13.18 From time to time, CDO may request Contractor to transport a patient's companion, relative or guardian with a patient. Contractor may transport such companion, relative or guardian if Contractor has space in his/her vehicle, the relative or guardian can be secured by a seat belt or other restraining device and the transport and care of the patient shall not in any way be adversely affected. If Contractor cannot, or chooses not to transport a patient's companion, relative or guardian, and the patient refuses to be transported without such companion, parent or guardian, Contractor shall immediately notify the CDO so that CDO may arrange for alternative transportation for the patient. Contractor shall then be reimbursed at the applicable dry run rate.
- 4.13.19 When clinical judgment at the requesting facility indicates a female attendant should accompany a female patient during ambulance transport, the facility will request CDO to provide a female attendant. The female attendant must be one of the transporting personnel certified at the EMT level, at minimum. Contractor shall endeavor to provide a female attendant upon request of CDO and there are no additional charges that apply for the provision of such female attendant. If Contractor is unable to provide a female attendant, other companies may be called to determine the availability of a female attendant.
- 4.13.20 Contractor may bill for patient care related charges, if utilized during transport, without prior approval from CDO as follows:
  - (a) Oxygen administration during BLS level transports.
  - (b) Cardiac monitor and/or pulse oximetry during ALS level transports.
  - (c) Code 3 upgrades during transport due to patient deterioration.
- 4.13.20 Dry run charges are only applicable if the responding ambulance or ambulette arrives at the patient pick-up location; they are not applicable if the call is cancelled enroute.

## **5.0 GREEN INITIATIVES**

- 5.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 5.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the Master Agreement commencement.

TRANSPORTATION OVERFLOW AGREEMENTRATES TO BE CHARGED COUNTY FOR AMBULANCE/AMBULETTE  
TRANSPORTATION

County will pay Contractor at the following rates for transportation overflow services requested and authorized by Central Dispatch Office (CDO).

NOTE: Rates set forth in this Exhibit B begin to apply after Contractor's unit arrives at the site of pickup except with respect to "wait and return" services expressly authorized hereunder.

## A. AMBULANCE TRANSPORTATION RATES:

County shall pay Contractor for these ambulance transportation services at the following rates:

<u>Service</u>	<u>Rate</u>
Basic Life Support (BLS) – First patient	\$139.50
Second and each additional patient	\$ 42.50
Mileage Per Mile (One-Way, Patient on Board)	\$ 5.00
Night Call (7:00 p.m. – 7:00 a.m.)	\$ 11.00
Code 3	\$ 11.50
Oxygen/Medical air per tank	\$ 11.00
Transport of Neonatal Intensive Care Isolette	\$ 57.75
Waiting Time Over 15 Minutes (For each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed)	\$ 11.00
Advanced Life Support (ALS) Two Paramedics on Board (Unless Provider is approved by the EMS Agency to provide ALS service with one paramedic and one EMT)	\$276.00

Following services are per hour (or fraction thereof after the first three hours):

Registered Nurse (RN) – Staffed (Nurse Staffed) Ambulance (non-County staff) per hour, After a three hour minimum charge of \$219.75. One RN maximum	\$ 73.25
Respiratory Care Practitioner (RCP) – Staffed Ambulance (non-County staff) per hour, After a three hour minimum charge of \$162.00. One RCP maximum	\$ 54.00



Following services are per transport:

Cardiac Monitor	\$ 11.00
Infusion Pump	\$ 11.00
Pulse Oximetry	\$ 11.00
Volume Ventilator	\$ 42.00
Continuous Positive Airway Pressure (CPAP)	\$ 11.00

The total charges shall be the sum of the appropriate base rate (BLS, ALS, RN-Staffed, and RCP-Staffed), mileage rate applied to the distance actually traveled with the patient onboard, the time rate applied to CDO authorized waiting time, plus any other special charges which apply. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

**B. CRITICAL CARE TRANSPORTS - REGISTERED NURSE RATE AND RESPIRATORY CARE PRACTITIONER RATE:**

The registered nurse rate and respiratory care practitioner rate is paid on an hourly basis, and will apply for a minimum of three-hours. This rate applies only when Contractor supplies the registered nurse and respiratory care practitioner. County shall compensate providers of CCT level transports at the minimum three-hour rate for the registered nurse and respiratory care practitioner, for mileage, the total time the nurse or respiratory care practitioner is on board the ambulance after the initial three hours, night, and Code 3 charges, if applicable.

**C. MODIFICATION OF AMBULANCE RATES:**

Any modification of rates in regards to the Cost of Living Adjustment will be made in accordance with the Master Agreement Paragraph 5.0 MASTER AGREEMENT SUM, sub-paragraph 5.5.

**D. AMBULETTE TRANSPORTATION RATES:**

County shall pay Contractor for these ambulette transportation services at the following rates throughout the term of this Agreement:

<u>Service</u>	<u>Rate</u>
First Patient	\$41.75
Two-Three Patients, Each Patient	\$19.00
Four Patients or More, Each Patient	\$14.00
Mileage Per Mile (One-Way, Patient on Board)	\$ 3.50
Night Call (7:00 p.m. – 7:00 a.m.) per call	\$16.75
Waiting Time Over 15 Minutes (for each 15 minute period or fraction thereof, after the first 15 minutes of waiting time have elapsed)	\$ 8.00

The total charges shall be the sum of the appropriate number of patient(s) rate, mileage rate applied to the distance actually traveled with the patient(s) onboard, the time rate applied to CDO authorized waiting time, plus night call, if applicable. All rates are to be computed from the time the transportation vehicle arrives at the pickup site until patient care is transferred and the vehicle is discharged.

E. DRY RUN RATES:

1. Ambulance:

The dry run rate for ambulance shall be computed by using the appropriate base rate(s) (BLS, ALS, RN-Staffed, and RCP-Staffed), Night Call, Code 3 Response, and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulance(s) arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the sending County facility or if the patient refuses transport.

2. Ambulette:

The dry run rate for ambulette is computed by using the appropriate number of patient(s) rate included in Paragraph D of this Exhibit B, Night Call, and/or Waiting Time, as applicable, and shall apply when Contractor, acting upon an official request from CDO, responds with its personnel and ambulette(s), arrives at the point of patient pickup and the call cannot be completed due to cancellation by CDO or the requesting County facility or if the patient refuses transport.

F. AMBULANCE/AMBULETTE NIGHT CALL RATE:

Night call (7:00 p.m. to 7:00 a.m.) charges are calculated based on the actual time that patient transport begins. All night call charges will be reviewed and such charges will not be paid if it is determined that unreasonable or unjustified delays resulted in the night call.

G. AMBULANCE/AMBULETTE WAITING TIME RATE:

The waiting time rate is based on the appropriate rates defined in Paragraphs A and D of this Exhibit B, and shall be applicable at the point of patient pickup as well as at the destination point, to the exclusion of the first 15 minutes at both ends of the run. This rate shall apply only if the Contractor's personnel contacts and informs CDO of waiting times exceeding the first 15 minutes. Waiting time will be paid only if CDO directs the Contractor personnel to continue to wait at the sending or receiving facilities.

H. AMBULANCE/AMBULETTE WAIT AND RETURN RATE:

A "wait and return" typically involves outpatient treatment at a facility outside of the County system in which the ambulance/ambulette waits for the patient. The wait and return rate shall be applicable when requested and authorized by CDO and shall include: the applicable ambulance or ambulette mileage rate (to and from the wait and return destination) and the rate applied to waiting time (the authorized period of time from arrival at site through departure from site to the exclusion of the first 15 minutes). In addition, County shall compensate Contractor as follows:

Ambulances: The base rates (BLS, ALS, RN-Staffed, and RCP-Staffed), oxygen and night call rates, if applicable, and billable only once for the entire round trip. Mileage shall be paid for the round trip.

Ambulettes: The ambulette "first patient rate" and night call rates, if applicable, and billable only once for the entire round trip. Mileage shall be paid for the round trip. Note: Oxygen is not applicable for ambulettes.

I. CONTRACTOR PERFORMANCE DURING CIVIL UNREST, MULTIPLE CASUALTY INCIDENTS OR DISASTER:

County shall pay Contractor at rates established in this Exhibit B only for those services requested and/or authorized by CDO. The billing address for these CDO requested ambulance/ambulette services is as follows:

County of Los Angeles  
Department of Health Services  
Emergency Medical Services Agency  
10100 Pioneer Boulevard, Suite 200  
Santa Fe Springs, California 90670  
Attention: Ambulance Billing Coordinator