

CONFIDENTIAL DOCUMENT



DEPARTMENT OF HEALTH SERVICES

REQUEST FOR PROPOSALS

FOR

EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE

RFP #EOA2015

October 2015

Prepared By
Contracts and Grants Division

**REQUEST FOR PROPOSALS (RFP)
EMERGENCY AMBULANCE TRANSPORTATION SERVICES 9-1-1 RESPONSE**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County (County) Department of Health Services (DHS or Department) is issuing this Request for Proposals (RFP) to solicit proposals for an Agreement with a person or entity who can provide Emergency Ambulance Transportation Services 9-1-1 Response.

A 1986 ruling by the Court of Appeals held the County responsible for the provision of Emergency Ambulance Transportation Services 9-1-1 Response to all residents of the County, including persons within incorporated areas. As a result DHS created Exclusive Operating Areas (EOAs) for contract Ambulance Operators, as authorized by Health and Safety Code Section 1797.224.

DHS, currently contracts with four private Ambulance Operators to provide Emergency Ambulance Transportation Services 9-1-1 Response in seven EOAs covering all of the unincorporated County area and the territory of 59 cities. For the remaining cities in County, DHS contracts directly with the city governments for the provision of Emergency Ambulance Transportation Services 9-1-1 Response within each respective city's separate jurisdiction with the exception of Compton, which is non-exclusive. The current agreements with the private Ambulance Operators are slated to expire May 31, 2016.

The selected Proposer(s) will ensure continued Emergency Ambulance Transportation Services 9-1-1 Response, as described in this RFP, within the EOAs of Los Angeles County that are not provided by cities within their own jurisdiction. The boundaries of the nine EOAs that will be awarded as a result of this RFP are described in detail in Appendix C- EOA Specific Statements of Work.

Note: If DHS determines that no responsive proposals have been submitted for EOAs 2 (Monrovia), 6 (Compton), and/or 8 (Redondo Beach), the EOA in question may be absorbed into another EOA (Contingencies).

It is anticipated that the final Emergency Ambulance Transportation Services 9-1-1 Response Agreement(s) will be approved by the County Board of Supervisors (Board) approximately sixty (60) to ninety (90) days prior to the effective date of the agreement(s). This will provide the Board-approved contractor(s) and the County with transitional and operational lead time to logistically implement the new Emergency Ambulance Transportation Services 9-1-1 Response Agreement(s). The anticipated service start date is June 1, 2016.

Under the terms of this RFP, a selected Proposer shall:

(Not applicable for Jurisdictional Fire Department Proposers)

- 1) Execute an agreement with the Jurisdictional Fire Department(s) in the applicable EOA as required in Appendix C- EOA Specific Statements of Work.
- 2) Obtain a letter from a qualified surety, bank, or financial institution indicating a willingness to provide the required performance bond coverage, as defined in Sub-paragraph 8.30.4 of Appendix A- Sample Agreement, should the Proposer be awarded an Agreement as a result of this RFP. A draft copy of the performance bond or letter of credit, as applicable, shall also be obtained as supporting documentation.

Within 14 calendar days of being notified that it has been selected, the Proposer must submit to the Director a copy of the Jurisdictional Fire Department agreement(s) signed by the Proposer pending full execution and the required performance bond coverage letter with supporting documentation. If the Proposer does not timely submit these documents, the Director, in his sole discretion may reject the proposal and select the next qualified Proposer, as indicated in Paragraph 3.1- Selection Process.

The agreements with the Jurisdictional Fire Departments are separate and independent from the Emergency Ambulance Transportation Services 9-1-1 Response Agreement(s) contemplated by this RFP. To that end, a Proposer shall not take into account or otherwise consider in its proposal the financial effect of the separate Jurisdictional Fire Department agreements (e.g. any calculation relating to the payment or non-payment of any County subsidy for the transport of County-Responsible Patients). Any such account or consideration shall be grounds for rejection of the proposal.

1.2 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Provides background on the services that DHS requires.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Includes instructions to Proposers in how to prepare and submit their proposal.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the proposals will be evaluated and a contractor will be selected.
- **APPENDICES:**
 - **A - SAMPLE AGREEMENT:** Identifies the terms and conditions in the anticipated Agreement.

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- **B - STATEMENT OF WORK:** Explains in detail the required services to be performed under the Agreement.
 - **C - EOA SPECIFIC STATEMENTS OF WORK:** Explains in detail the EOA specific requirements.
 - **D - REQUIRED FORMS:** Forms that must be completed and included in each proposal.
 - **E - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review pursuant to Section 2.4 of this RFP.
 - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy concerning how the County encourages business with small businesses, including preferences that these businesses may receive as part of the evaluation process.
 - **G - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County contractors to provide specified jury service benefits to their employees.
 - **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Listing of Contractors that are not allowed to contract with the County for a specific length of time pursuant to County Code Chapter 2.202.
 - **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit which contractors contractually will be required to provide their employees.
 - **J - SAFELY SURRENDERED BABY LAW:** County program which requires contractors to notify their employees about State law on safe baby surrender.
 - **K - DETAILED SUMMARY OF EVALUATION CRITERIA WEIGHTINGS:** Provides further details of evaluation criteria weightings outlined in Paragraph 3 of this RFP.
 - **L - INTENTIONALLY OMITTED**
 - **M - INTENTIONALLY OMITTED**
 - **N - INTENTIONALLY OMITTED**
 - **O - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE:** County Code Chapter 2.206, which requires contractors to keep County Property Taxes out of default status at

all times during the term of an awarded Agreement.

- **P- VARIOUS SERVICES AGREEMENT:** Sample Agreement with the Consolidated Fire Protection District of Los Angeles County applicable to EOAs 1,3,4,5,7, and 9.

1.3 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups, or Departments/Agencies. For convenience, specific terms and definitions can be found in Appendix A - Sample Agreement, Paragraph 2.0 – Definitions.

1.4 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix B – General Statement of Work and Appendix C- EOA Specific Statements of Work of this RFP are invited to submit a proposal provided they meet the following requirement(s):

1. Be a primary Jurisdictional Fire Department. **Note: Jurisdictional Fire Departments are precluded from submitting proposals for EOAs other than their own.**

or

2. Possess current and valid Ambulance Operator's Licenses issued by the County* and California Highway Patrol;

*If Proposer does not currently possess an Ambulance Operator's License issued by the County, proof that Proposer has submitted its application for such license prior to the proposal deadline will be accepted for this requirement.

and

3. Within the last four (4) years prior to the proposal submission deadline have a minimum of three (3) consecutive years of contracted experience with at least one contracting agency in providing Emergency Ambulance Transportation Services 9-1-1 Response similar to the services identified in Appendix B- General Statement of Work and in locations with equivalent or similar (i.e. at least 85% of) incident volume as identified in Appendix C- EOA Specific Statements of Work for the EOA(s) for which Proposer is proposing. Emergency Ambulance Transportation Services 9-1-1 Response experience as a primary contractor for the County may be utilized to meet the minimum requirements as well as current or prior Emergency Ambulance Transportation Services 9-1-1 Response experience as a primary contractor in other jurisdictions.

Note: If Proposer is proposing for multiple EOAs, Proposer shall demonstrate that it has provided Emergency Ambulance Transportation Services 9-1-1 Response in locations with incident volumes equivalent to or similar (i.e. at least 85% of) to the combined incident volumes for all EOAs for which Proposer is proposing.

Subcontracting is not allowed. Any reference to subcontracting in this RFP shall be disregarded. The use of a Backup Provider as described in Appendix B- General Statement of Work is not considered subcontracting.**

**The only exception is for EOA 1, where subcontracting will be an option with prior written approval from DHS for the provision of Emergency Ambulance Transportation Services 9-1-1 Response in the Wrightwood/Mountain High Ski Resort area, as described in Paragraph 8.46 of Appendix A- Sample Agreement. Currently Emergency Ambulance Transportation Services 9-1-1 Response in the LA County portion of the city of Wrightwood and Mountain High Ski Resort area, as described in the map for EOA 1 in Appendix C- EOA Specific Statements of Work, are provided by San Bernardino County Fire Department through an arrangement with County. However, upon the service start date of the Agreement contemplated by this RFP, the selected Proposer for EOA 1 will be responsible for providing these services in this area either itself or through a subcontract. If the selected Proposer intends to subcontract these services upon the service start date, such Proposer must obtain prior written approval from the County's Project Director during the startup period between when the Board approves the Agreement and the service start date.

1.5 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.6 Agreement Term

The term of this Agreement shall be June 1, 2016 through May 31, 2026 commencing upon execution by the Director or his/her designee as authorized by the Board of Supervisors.

1.7 Agreement Rates

The Contractor's rates shall remain firm and fixed for the term of the Agreement unless any changes are preapproved or requested by DHS.

1.8 Days of Operation

The Contractor shall be required to provide Emergency Ambulance Transportation Services 9-1-1 Response 24 hours a day, seven (7) days a week.

1.9 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and shall be e-mailed as follows:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
Attention: Ruth Guerrero

Email: rguerrero@dhs.lacounty.gov

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

1.10 Final Agreement Award

DHS will recommend the highest-scored responsive Proposer for each EOA to the Board of Supervisors for final award. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to an Agreement award, all potential Contractors must register in the County's WebVen. The WebVen contains the potential Contractor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>

1.12 County Option to Reject Proposals and/or Cancel Solicitation

The County may, at its sole discretion, reject any or all proposals submitted in

response to this RFP and/or cancel this solicitation at any time, with cause. County will provide written notice to Proposers regarding rejection of proposals or cancellation of the solicitation, if such actions are exercised. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

1.13 Protest Policy Review Process

1.13.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.13.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed Agreement award under such a solicitation, as described respectively in the Sections below. Under any such review, it is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Agreement award, as the case may be.

1.13.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of an Agreement based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.13.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of Solicitation Requirements (Reference Sub-paragraph 2.4 in the Proposal Submission Requirements Section)
- Review of a Disqualified Proposal (Reference Sub-paragraph 3.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Sub-paragraph 3.7 in the Selection Process and Evaluation Criteria Section)

1.14 Notice to Proposers Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended Proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DHS receives a letter from the

recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DHS releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

- 1.14.2 Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's Proposer recommendation appears on the Board agenda.
- 1.14.3 Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."
- 1.14.4 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**
- 1.14.5 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 "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

1.15 Indemnification and Insurance

1.15.1 Required Coverage

Contractor shall be required to comply with the Indemnification provision as set forth in Appendix A - Sample Agreement, Sub-paragraph 8.28. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts as set forth in the Appendix A - Sample Agreement, Sub-paragraphs 8.29 and 8.30.

1.15.2 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan

and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams Insurance Services.

For additional information, a Proposer may call (800) 420-0555 or may access the SPARTA website directly at www.2sparta.com.

1.16 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.17 Background and Security Investigations

Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix A - Sample Agreement, Sub-paragraph 7.5.

1.18 Confidentiality and Independent Contractor Status

Contractor shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 and the Independent Contractor Status provision Sub-paragraph 8.27 as set forth in Appendix A - Sample Agreement.

1.19 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix D – Required Forms Exhibit 10.

1.20 Determination of Proposer Responsibility

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

1.20.2 Proposers are hereby notified that, in accordance with Chapter 2.202

of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 1.20.3 The County may declare a Proposer to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Proposer 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 Proposer'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 omission 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.
- 1.20.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.21 Proposer Debarment

- 1.21.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work

on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer 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 Proposer'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.

- 1.21.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, 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.
- 1.21.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 Proposer 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.

- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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.
- 1.21.7 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.
- 1.21.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.21.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix A - Sample Agreement, failure to comply may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Agreement.

1.23.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D – Required Forms Exhibit 11, that:

- Proposer is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section

2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code; and

- Each such County Lobbyist retained by the Proposer is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their proposal.

1.25 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. Reference Appendix I.

1.26 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for Agreement award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Agreement award. Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix D – Required Forms Exhibit 14, along with their proposal.

1.27 County's Quality Assurance Plan

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

1.28 Recycled Bond Paper

The Contractor shall be required to comply with the County's policy on recycled bond paper as set forth in Appendix A - Sample Agreement, Sub-paragraph

8.44.

1.29 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 Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 Doing Business with the County

1.30.1 Small Business

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business. The County's Policy on Doing Business with Small Business is stated in Appendix F.

The Jury Service Program provides exceptions to this Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of this Program is provided in Paragraph 1.34 - Jury Service Program.

The County provides a Local Small Business Enterprise Preference to Small Businesses. This Preference is further explained in subparagraph 1.30.2 Preferences.

1.30.2 Preferences

The County offers three (3) preferences that the Proposer may apply for. The preferences are listed below. The Proposer may only receive one of these preferences during the solicitation process:

- The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.31 of this Section.
- The Transitional Job Opportunities Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.32 of this Section.

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- The Disabled Veteran Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.33 of this Section.

1.31 Local Small Business Enterprise Preference Program

- 1.31.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.
- 1.31.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.
- 1.31.3 Businesses must complete the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form, as set forth in Appendix D – Required Forms Exhibit 12 with their proposal. Sanctions and financial penalties may

apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

1.32 Transitional Job Opportunities Preference Program

- 1.32.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity businesses, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity business is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; has been in operation for at least one year providing transitional job and the related supportive services to program participants; and provided a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.
- 1.32.2 Transitional Job Opportunities businesses must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity business certification prior to applying the preference. Sanctions and financial

penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities business.

- 1.32.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application, as set forth in Appendix D – Required Forms Exhibit 17, and submit it along with all supporting documentation with their proposal.

1.33 Disabled Veteran Business Enterprise Preference Program (DVBE)

- 1.33.1 The County will give DVBE preference to businesses that meet the definition of a Disabled Veteran Business Enterprise (DVBE), consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:
- A business which is certified by the State of California as a Disabled Veteran Business Enterprise (DVBE); or
 - A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
- 1.33.2 Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.
- 1.33.3 In no case shall the DVBE Preference Program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any county solicitation.
- 1.33.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.
- 1.33.5 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at: <http://www.pd.dgs.ca.gov/>.
- 1.33.6 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>.

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- 1.33.7 To request the DVBE Preference, Proposer must complete the Disabled Veteran Business Enterprise Preference Program Consideration Form, as set forth in Appendix D – Required Forms Exhibit 18, and submit it along with all supporting documentation with their proposal.

1.34 Jury Service Program

The prospective Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, as set forth in Appendix G, and the pertinent jury service provisions as set forth in Appendix A - Sample Agreement, Sub-paragraph 8.9, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.34.1 The Jury Service Program requires Contractors and their Subcontractors to 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. 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.
- 1.34.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean 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. The second is if the Contractor meets one of the two exceptions to the Jury Service

Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Agreement is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.34.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program - Certification Form and Application for Exception, as set forth in Appendix D – Required Forms Exhibit 15 and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.35 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer by completing the Proposer’s Organization Questionnaire/Affidavit, as set forth in Appendix D – Required Forms Exhibit 1. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Proposer’s Organization Questionnaire-Affidavit) during the pendency of this RFP by providing a revised Exhibit 1 (Proposer’s Organization Questionnaire Exhibit 1) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

1.37 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

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- 1.37.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix D – Required Forms Exhibit 19, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent contract, Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.
- 1.37.2 Failure to provide the required certification may eliminate the proposal from consideration.
- 1.37.3 In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, other principal, employees or independent contractors of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this RFP.
- 1.37.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

1.38 Health Insurance Portability and Accountability Act of 1996

Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as set forth in Appendix A - Sample Agreement, Sub-paragraph 8.26.

1.39 County's Defaulted Property Tax Reduction Program

- 1.39.1 The prospective Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, as set forth in Appendix O and the pertinent provisions of Appendix A - Sample Agreement, Sub-paragraphs 8.17, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and 8.48, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 1.39.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix D -Required Forms Exhibit 16. Failure to maintain compliance, or to timely cure defects, may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).
- 1.39.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.40 Time Off For Voting

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

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Agreement unless such understanding or representation is included in the Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP 10/15/2015
- Request for a Solicitation Requirements Review Due 10/29/2015
- Proposers Conference..... 11/05/2015
- Written Questions Due 11/09/2015
- Questions and Answers Released 11/20/2015
- **Proposals due by 3 p.m. (Pacific Time) 01/15/2016**

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in DHS's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All requests for a Solicitation Requirements Review should be submitted to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, 6th Floor –East
Los Angeles, California 90012
Attention: Enrique Sandoval

2.5 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions submitted will be compiled, without identifying the submitting company and, along with the appropriate answers, will be issued as an addendum to the RFP and made available in the DHS Contracts and Grants Portal at <http://cg.dhs.lacounty.gov/>.

When submitting questions, please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the subject of the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions should be addressed to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
Attention: Ruth Guerrero

Email: rguerrero@dhs.lacounty

2.6 Intentionally Omitted

2.7 Proposers Conference

A **Mandatory Proposers Conference** will be held to discuss the RFP. All potential Proposers **must** attend this conference or their proposals will be disqualified without review and eliminated from further consideration. The conference is scheduled as follows:

November 5, 2015
10:00 a.m. (Pacific Time)
10100 Pioneer Blvd., Room XXXX
Santa Fe Springs, California 90670

2.8 Preparation of the Proposal

All proposals must be submitted in the prescribed format in multiple ring binders, the **maximum acceptable size of a binder is 2 inches**. Any proposal that deviates from this format may be disqualified without review at the County's sole discretion. There are three parts to the overall proposal:

- One Business Proposal in its own binder, regardless of how many EOAs for which proposer is proposing.
- One EOA Specific Proposal in its own binder **for each** EOA for which proposer is proposing.
- One EOA Specific Price Proposal for each EOA for which Proposer is proposing in one binder with each EOA Specific Price Proposal separated by tabs.

2.9 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Table of Contents
- Executive Summary (Section A)

- Proposer's Qualifications (Section B)
- Proposer's Implementation Plan (Section C)
- Proposer's Quality Control Plan (Section D)
- Acceptance of Terms and Conditions in Sample Agreement, and Requirements of the Statement of Work (Section E)
- Business Proposal Required Forms (Section F)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section G)

2.9.1 Table of Contents

2.9.2 Executive Summary (Section A)

Condense and highlight the contents of the Proposer's Business Proposal to provide DHS with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

2.9.3 Proposer's Qualifications (Section B)

A. Proposer's Organization Questionnaire/Affidavit and Required Support Documentation (Section B.1.)

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit, as set forth in Appendix D – Required Forms Exhibit 1. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in an Agreement.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories (such as a Jurisdictional Fire Department) , upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Agreements.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Required Support Documents (Not applicable for Jurisdictional Fire Department Proposers):

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

1. A copy of a "Certificate of Status" issued by the State of California – Secretary of State.
2. A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers. **If the most recent Statement of Information states "no changes", then in addition to the Statement of Information with "no changes", supply the most recent version that actually lists corporate officers and directors or members and managers.**

Limited Partnership:

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

B. Background and Experience (Section B.2.)

Provide a description of relevant background information to demonstrate that the Proposer meets/exceeds the minimum requirement(s) stated in Sub-paragraph 1.4 of this RFP and has the capability to perform the required services as a corporation or other entity. Provide sufficient detail on the depth and scope of Proposer's experience including completion of requested forms and responses to specific items:

1. The following Exhibits in Appendix D- Required Forms:
 - a. Exhibit 2- Emergency Response History
 - b. Exhibit 3- Proposer's Service Capabilities, which includes forms covering the following areas:
 - i. Ambulances
 - ii. Staffing

2. Describe Proposer's disaster/MCI* response experience within the last four (4) years from the proposal submission deadline including at a minimum:

*A mass casualty incident (MCI) requiring the response of ten (10) or more Emergency vehicles.

- a. Description of the disaster including the date.
 - b. Location of disaster.
 - c. Size and scope of disaster.
 - d. Proposer's role in the disaster response.
3. Describe Proposer's management and maintenance program for its Ambulance** fleet including at a minimum:
 - a. Ambulance procurement strategy including method of procurement (i.e. buy, lease, or a combination thereof).
 - b. Routine inspections.
 - c. Repairs and preventive maintenance.
 - d. Record keeping procedures on vehicle maintenance.
 - e. Whether the maintenance is centralized or decentralized.
 - f. Whether the maintenance is provided by in-house mechanics or contracted out.
 - g. Average vehicle out-of-service rates (i.e. vehicles out of service other than for routine maintenance) per month calculated based on the vehicle out-of-service rates per month for the past year from the RFP release date.
 - h. Replacement policies to ensure the reliability and continuous performance of its Ambulance fleet.

**Jurisdictional Fire Department Proposers may respond regarding its Emergency vehicles if it does not possess an Ambulance fleet.

4. Describe Proposer's management and maintenance plan for safety and emergency care equipment including at a minimum:

- a. Procurement strategy including method of procurement (i.e. buy, lease, or a combination thereof).
 - b. Repairs and preventative maintenance.
 - c. Record keeping procedures on safety and emergency care equipment.
 - d. Average out-of-service rates (i.e. equipment out of service other than for routine maintenance) per month calculated based on the equipment out-of-service rates per month for the past year from the RFP release date.
 - e. Replacement policies to ensure the reliability and continuous performance of safety and emergency care equipment.
5. Describe Proposer's development of and/or participation in community outreach programs within the last four (4) years or any future planned programs including at a minimum:
- a. Dates
 - b. Level of involvement (i.e. developed or participated and to what degree)
 - c. Type of program
 - d. Targeted audience
 - e. Program description
6. Describe Proposer's hiring and employment practices including at a minimum:
- a. Pre-employment screening and hiring standards.
 - b. Orientation and training program for new employees.
 - c. How Proposer: 1) measures workload and fatigue and 2) mitigates fatigue for Emergency response personnel.
 - d. In-service training and education.
 - e. Employee retention programs.
7. Describe Proposer's policy outlining procedures for addressing labor disputes, including strikes, to ensure uninterrupted service.

8. Describe Proposer's approach to providing quality customer service including at a minimum:
 - a. Customer service trainings to its employees and frequency of such trainings.
 - b. Recording electronic communications for quality improvement purposes.
 - c. Providing follow-up calls.
 - d. Customer satisfaction evaluations.

C. Performance History (Section B.3.)

Complete the following Exhibits from Appendix D- Required Forms:

1. Exhibit 4- Proposer's Emergency Ambulance Transportation Services 9-1-1 Response Agreements. The information provided by Proposer on this form including but not limited to the dates of service and the sum of Proposer's Calendar Year 2014 Incident Volume will be used to determine whether Proposer meets the minimum mandatory requirements as stated in Sub-paragraphs 1.4 and 3.2 of this RFP. **(Not applicable for Jurisdictional Fire Department Proposers).**
2. Exhibit 5- Proposer's Completed Agreements.
3. Exhibit 6- Proposer's List of Terminated Agreements for Non-Performance.
4. Exhibit 7- Proposer's Pending Litigations and Judgments.

D. Financial Capability (Section B.4.)

Note: Analysis of Proposer's Financial Capability will factor into DHS' evaluation of Proposer's Implementation Plan (RFP Sub-paragraph 2.9.4) and EOA Specific Proposal (RFP Sub-paragraph 2.10).

1. The Proposer shall provide documentation that the Proposer can carry all operating costs associated with the provision of services in the EOAs for which it is proposing for a minimum period of one hundred eighty (180) days **(Not applicable for Jurisdictional Fire Department Proposers)**. Such documentation should include but not be limited to:
 - a. Copies of the company's most current and prior two (2) years

(for example 2014, 2013, and 2012) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), Cash Flow Statement, and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

- b. Summary of Significant Accounting Policies to be included with the financial statements;
 - c. credit line access funds;
 - d. bank guaranteed loan funds; and
 - e. a list of commitments including potential commitments (e.g. contracts, retirement program, labor agreements, etc.), contingent liabilities, potential undisclosed losses, etc. which may impact Proposer's solvency, credit worthiness, assets, lines of credit, guarantor letters, or otherwise affect the Proposers ability to perform the Agreement.
2. Proposer shall complete Exhibits 8 and 9- Start-up Period Operations Budget and First Year of Service Operations Budget of Appendix D- Required Forms, which each consists of two forms:
- a. EOA Specific
 - b. Proposal

Proposer shall indicate the estimated amount of operating capital and the operating costs required to perform the services described in this RFP, inclusive of all EOAs for which Proposer is submitting a proposal, for the start-up period commencing upon Board approval of selected Proposer(s) and first year of service.

Proposer shall provide a detailed narrative of each budget line item in Exhibits 8 and 9, respectively. Proposer shall document access to operating capital and operating costs in the amounts as listed. If Proposer intends to borrow any portion of such cost or capital, an acknowledgement from the lending institution shall be included to identify whether the accounts receivable, assets, or securities are being restricted/used as collateral and whether

the lender has access to such restricted assets/collateral in the event of a major default by Proposer under a resultant Agreement.

Proposer shall describe its ability to sustain cash flow for the operating costs, which Proposer lists in Exhibits 8 and 9, between reimbursements from payors including self-pay, private, Medi-Cal, Medicare, or other payor sources. A Pro Forma Balance Sheet and Income Statement that include the projected operating costs and revenue for the start-up period and first year of service shall be included. Proposer shall document its assumptions used to develop its Pro Forma Statements.

Proposer shall also demonstrate that it has sufficient financial reserves to cover Proposer's operations in the event that Proposer's actual operating capital and costs are higher than the estimates provided in Exhibits 8 and 9.

3. Default

Proposer shall describe the measures currently in place and those measures proposed to protect the County and the public from major default by Proposer of its obligations under this Agreement and to ensure complete execution of such obligations during any period of default by the Proposer, and under any adverse condition that Proposer may undergo (e.g. license revocation, suspension, or denial; unexpected major cost overruns; insolvency, bankruptcy, receivership/trusteeship, creditor assignment; etc.). Proposer shall include in its description the Proposer's ability to obtain the required performance bond coverage as described in Sub-paragraph 8.30.4 of Appendix A- Sample Agreement for each of the EOAs for which the Proposer is proposing.

2.9.4 Proposer's Implementation Plan (Section C)

Describe how Proposer will ensure that it will be prepared to begin providing services within all EOAs for which Proposer is proposing upon the service start date as indicated in Sub-paragraph 1.1, Purpose, of this RFP. Include a detailed description of Proposer's process for purchasing (e.g. Direct Purchase, Board Approval, Council Approval, etc.). For all items completed or in place, explain how the resources will be ready to deploy within the EOA(s). Address the following at a minimum, as applicable:

A. Ambulances

If Proposer does not have sufficient Ambulances in its current fleet for all EOA(s), provide an overview of the Ambulance acquisition plan including at a minimum:

1. Total number of Ambulances to be acquired.
2. Whether the Ambulances will be purchased, leased, or rented.
3. Estimated cost. Attach price quote(s), if available.
4. The funding source(s) for the acquisition of the Ambulances.
5. Estimated acquisition timeline.

B. Safety Equipment/Emergency Care Equipment/Supplies

If Proposer does not possess the required equipment and supplies inventory for each Ambulance as required in Sub-paragraph 5.5.3 of Appendix B- Statement of Work, provide a plan to acquire such inventory that includes at a minimum:

1. Total number of pieces of equipment and/or supplies to be acquired broken down by type.
2. Whether the equipment will be purchased, leased, or rented.
3. Estimated cost. Attach price quote(s), if available.
4. The funding source(s) for the acquisition of the equipment and/or supplies.
5. Estimated acquisition timeline.

C. Ambulance Maintenance Location

If Proposer does not currently have the ability to maintain the Ambulances for the proposed EOA(s), describe how maintenance services will be implemented that includes at a minimum:

1. If Proposer will contract out the maintenance, identify the name of the company that will provide the maintenance, the estimated timeline to have an agreement in place, and attach a letter of intent, if available.
2. If Proposer will open a new in-house maintenance location, provide a detailed plan with timelines, estimated cost, and

funding source(s) for how Proposer will acquire and prepare the property(ies) for operation.

D. Ambulance Station

If Proposer does not currently have ambulance stations within the EOA(s) in operation, provide a detailed plan with timelines, estimated cost, and funding source(s) for how Proposer will acquire an appropriately zoned location(s) and prepare the property(ies) for operation.

E. Staffing

If Proposer will need to recruit personnel, provide at a minimum the following information:

1. Total number of personnel to be recruited.
2. Provide a detailed explanation of how these positions will be recruited.
3. Estimated timeline for recruitment.
4. Estimated cost for the additional personnel.
5. Funding source(s) for the additional personnel.

F. Communications Equipment

If Proposer does not possess all the necessary communications equipment as described in Sub-paragraph 5.5.4 of Appendix B-Statement of Work, provide a plan to acquire such equipment that includes at a minimum:

1. The equipment needs to be acquired broken down by type.
2. Where the equipment will be placed.
3. Estimated cost.
4. Funding source(s).
5. An estimated timeline for the acquisition and installation.

G. Backup Providers

If Proposer does not have contracts in place with Backup Providers within County, provide a letter of commitment including a timeline for entering into a contract with a Backup Provider(s).

H. Office Locations

If Proposer does not currently have a business office or dispatch office to support operations of the EOA(s), provide a detailed plan with timelines, estimated cost, and funding source(s) for how Proposer will acquire and prepare the property(ies) for operation.

2.9.5 Proposer's Quality Control Plan (Section D)

A. Approach to Quality Control

Describe Proposer's approach to quality control. Include at a minimum the following in your response:

1. Identify if Proposer participates in any voluntary accreditation programs (e.g. CAAS).
2. Describe contingency plans for an inoperable dispatch office (e.g. power outage, natural disaster, etc.).
3. Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as set forth in Appendix B - Statement of Work and Appendix C – EOA Specific Statements of Work.

The following factors shall be included in the plan:

- Activities to be monitored to ensure compliance with all Agreement requirements;
- Monitoring methods to be used;

- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualifications of personnel performing monitoring functions; and
- Documentation methods of all monitoring results, including any corrective action taken.

B. Problem Resolution Procedures

Describe the procedures for how Proposer, without directly involving County, will resolve the following problems that may arise including at minimum:

1. Patient complaints regarding service, response times, patient care, and billing discrepancies claimed by the Patient, or by the County or Jurisdictional Fire Department on the Patient's behalf.
2. Patients' inability to pay for provided services. Describe repayment options prior to submission to collections.
3. Disputes with contract Ambulance Operators located in adjacent or other EOAs (e.g. provision of Backup Service, billing for Backup Service, EOA infringement, etc.).

2.9.6 Acceptance of Terms and Conditions in Appendix A- Sample Agreement, Appendix B- General Statement of Work, and Appendix C- EOA Specific Statements of Work: (Section E)

- A.** It is the duty of every Proposer to thoroughly review Appendix A - Sample Agreement, Appendix B- General Statement of Work, and Appendix C- EOA Specific Statements of Work to ensure compliance with all terms and conditions. It is the County's expectation that in submitting a proposal, the Proposers will accept, as stated, the County's terms and conditions in the aforementioned documents stated in this Sub-paragraph.
- B.** Section E of Proposer's response must include a statement offering the Proposer's acceptance of all terms and conditions listed in Appendix A - Sample Agreement, Appendix B- General Statement of Work, and Appendix C- EOA Specific Statements of Work.
- C.** The County reserves the right to make changes to the Sample Agreement including the Statements of Work and its appendices and exhibits at its sole discretion.

2.9.7 Business Proposal Required Forms (Section F)

Include the following forms as set forth in Appendix D - Required Forms. Complete, sign, and date all forms.

Exhibit 10 Certification of No Conflict of Interest

Exhibit 11 Familiarity with the County Lobbyist Ordinance Certification

- Exhibit 12 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
- Exhibit 13 Proposer's EEO Certification
- Exhibit 14 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 15 Contractor Employee Jury Service Program - Certification Form and Application for Exception
- Exhibit 16 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 17 Transitional Job Opportunities Preference Application- if requesting the preference
- Exhibit 18 Disabled Veteran Business Enterprise Preference Program- if requesting the preference

2.9.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section G)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as set forth in Appendix D – Required Forms Exhibit 19. If Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification form.

2.10 EOA SPECIFIC PROPOSAL FORMAT

Proposer's Approach to Providing Required Services

Submit a separate EOA Specific Proposal for each EOA that Proposer is proposing for in the following format:

Based on the information the County has provided in this RFP, Appendix A – Sample Agreement, Appendix B – Statement of Work, and Appendix C – EOA Specific Statements of Work, Proposer must present in this section a description of the resources and approach of how they will meet or exceed the Agreement requirements. This section should establish your firm's

understanding of the Department's objectives and requirements and clearly and concisely describe your firm's plan for accomplishing them.

Present a description of the methodology the Proposer will use to meet or exceed the Agreement work requirements. Describe in detail how the services will be performed to meet or exceed the requirements outlined in Appendix B – Statement of Work and Appendix C- EOA Specific Statements of Work. At a minimum, include in the methodology the following:

2.10.1 Proposer's Deployment Plan

Provide a deployment plan based on the size of the EOA and the historical incident data provided in the EOA map in Appendix C – EOA Specific Statements of Work.

A. Complete Exhibit 20 – Deployment Plan of Appendix D- Required Forms, which includes the following forms:

1. Ambulances
2. Safety Equipment/ Emergency Care Equipment/Supplies
3. Ambulance Maintenance Locations
4. Ambulance Station Locations
5. Staffing
6. Communications Equipment
7. Backup Providers
8. Office Locations

B. Provide a detailed yet legible map that includes the locations of:

1. Business office(s) (if located in or adjacent to the EOA)
2. Dispatch office(s) (if located in or adjacent to the EOA)
3. Ambulance Station(s)
4. Ambulances

2.10.2 Describe how Proposer's Deployment Plan will ensure that Proposer will be able to meet the response requirements as outlined in

Paragraph 3.0 of Appendix B- Statement of Work.

2.10.3 Response During Peak/High Call Volume Periods

- A.** Describe mechanisms to be implemented, including the use of staged Ambulances, to meet the demand for Emergency ambulance response during peak periods or unexpected periods of unusually high call volumes within an EOA.
- B.** Describe any notification procedures of on-call crews.
- C.** Describe any mandatory overtime requirements.

2.11 EOA Specific Price Proposal Format

The content and sequence of the proposal must be as listed below. All forms referred to are provided in Appendix D – Required Forms and should be completed and included in the EOA Specific Price Proposal. One EOA Specific Price Proposal shall be submitted for each EOA for which proposer is proposing.

- Cover Page identifying, at a minimum, the RFP, the Proposer's name, and the EOA number.
- General Public Ambulance Rate Sheet - Exhibit 21
- Price Proposal for Transport of County-Responsible Patients
- Certification of Independent Price Determination & Acknowledgement of RFP Restrictions - Exhibit 22

2.11.1 Proposer shall agree to comply with the fee-for-service billing rate structure in the County Code and as described in Exhibit 21, and that the Proposer will comply with the County's requirement to not exceed County Code fee-for-service billing rates to private-party and third-party payors under any resultant Agreement.

2.11.2 Exchange of In-Kind Services and the Anti-Kickback Statute

It is the County's intention to include as part of its evaluation criteria, as outlined in Sub-paragraph 3.6.2 of this RFP, the submission of a proposal which does not require a monetary subsidy to be paid by the County for transport of County-Responsible Patients and which accepts as consideration in full for such transports, certain in-kind County services. The purpose of this Sub-paragraph is to discuss the effect of 42 U.S.C. Section 1320a-7b(b) (Anti-Kickback Statute) on such an agreement.

The Anti-Kickback Statute prohibits, among other things, the knowing and willful offer, payment, solicitation, or receipt of remuneration for either the referrals of federal healthcare program patients or in exchange for arranging for the purchase of goods or services for which a federal healthcare program will pay. Some proposers have in the past questioned whether an offer or agreement to provide transports to County-Responsible Patients without a monetary subsidy would constitute remuneration for referrals of Medicare, Medicaid, or other federal healthcare program ambulance Patients.

The County does not intend for Proposers to submit proposals violative of the Anti-Kickback Statute. Nor does it believe, based on the information set forth below, that a no subsidy price proposal would violate the Anti-Kickback Statute.

Generally written agreements, in which fair market value is received in exchange for services, are not considered problematic. The exchange does not necessarily have to involve cash; payment through the provision of services (in-kind consideration) also is appropriate.

County is aware that the Anti-Kickback Statute is subject to ongoing interpretation by Federal agencies and the courts, and that these interpretations could have a future bearing on this topic. Consequently, County intends to include a provision in the final agreement which will require the parties to meet, confer, and negotiate in good faith to amend the agreement should any government agency or court with jurisdiction over the agreement determine that the agreement is in any way unlawful, or if County Counsel makes such a determination, due to future developments. If the parties are unable to agree upon such an amendment within a reasonable specified period of time, either party will be entitled to terminate the agreement. (See Appendix A - Sample Agreement, Sub-paragraph 8.57, Validity.)

2.11.3 County Provided In-Kind Consideration

County will provide the support services including but not limited to those listed below that will be both integral to the ability of Proposers to provide medical transportation, and will go substantially beyond County's obligations under law. The County believes it is appropriate to view these services as in-kind consideration to Proposers in exchange for their transportation of County-Responsible Patients.

A. Discounted Dispatch Services

Proposer will receive a discount on each ambulance dispatch fee for an EMS incident in the Consolidated Fire Protection District of Los Angeles' jurisdiction.

B. Reddinet System

County will provide to Proposers access to, operation, and ongoing maintenance of the Reddinet computer system. The Reddinet system is a network computer system designed to provide real time online information of bed availability of all 9-1-1 receiving facilities. This information would be used by the Jurisdictional Fire Department to determine the most appropriate 9-1-1 receiving facility to which the Proposer will transport the Patient, ensuring optimal patient care. This service is integral to the transport function in ensuring timely delivery of the most appropriate patient care.

The breakdown of the value of County's annual in-kind services that will be provided for each EOA is outlined below:

| EOA | County's Annual In-kind Contribution |
|--------------|--------------------------------------|
| 1 | \$ 806,606 |
| 2 | \$ 39,752 |
| 3 | \$ 643,071 |
| 4 | \$ 686,345 |
| 5 | \$1,084,867 |
| 6 | \$ 151,459 |
| 7 | \$ 619,421 |
| 8 | \$ 43,274 |
| 9 | \$ 957,058 |
| Total | \$5,031,853 |

2.11.4 Price Proposal for Transport of County-Responsible Patients

Proposer shall calculate the value of its estimated transport of County-Responsible Patients within the EOA under the new Agreement using the selected historical and statistical data provided in the maps in Appendix C- EOA Specific Statements of Work as well as any other data Proposer collects and determines is necessary to calculate such value. Proposer shall compare its calculated value of its services to the value of the in-kind services that County will provide in the respective EOA outlined in Sub-paragraph 2.11.3 above and determine whether or not Proposer will need to request a monetary subsidy from County.

Proposer is solely responsible for making its own determination of the validity of the data upon which its proposal is based.

Proposer's Price Proposal for Transport of County-Responsible Patients shall include:

- The estimated value of Proposer's services to County-Responsible Patients in the EOA.
- Show the comparison between the value of Proposer's services and the value of County's in-kind services for the EOA.
- Indicate if a monetary subsidy is necessary and the annual subsidy amount, if applicable.
- Signed Anti-Kickback Certification- Exhibit 23.

2.12 Proposal Submission

2.12.1 Proposing Entity Limitations

Only one proposal per EOA, per sole proprietorship, partnership, or corporation (whether a parent corporation or a subsidiary corporation under the same or different names) will be considered under this RFP process – i.e., a parent corporation may **not** submit a proposal if its subsidiary corporation is submitting a proposal, and a subsidiary corporation may **not** submit a proposal if its parent corporation is submitting a proposal. In addition, only one subsidiary corporation under a given parent corporation with multiple subsidiary corporations may submit a proposal. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered for the EOA(s) being awarded under this RFP process.

2.12.2 Business Proposal

The original Business Proposal and 8 copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**"BUSINESS PROPOSAL FOR EMERGENCY AMBULANCE
TRANSPORTATION SERVICES 9-1-1 RESPONSE"**

Note: Even if Proposer is submitting a proposal for multiple EOAs, Proposer shall only submit one original Business Proposal and the required number of copies indicated above.

2.12.3 EOA Specific Proposal

Enclose in a separate envelope or box, the EOA Specific Proposal. Plainly mark in the upper left-hand corner the name and address of the

Proposer and bear the words:

**“EOA SPECIFIC PROPOSAL FOR EMERGENCY AMBULANCE
TRANSPORTATION SERVICES 9-1-1 RESPONSE – EOA No. ___”**

The original EOA Specific Proposal and 8 copies for each EOA for which Proposer is submitting a proposal shall be enclosed in the sealed envelope or box.

2.12.4 EOA Specific Price Proposal

Enclose in a separate envelope or box, the EOA Specific Price Proposal for all EOAs for which Proposer is proposing. Plainly mark in the upper left-hand corner the name and address of the Proposer and bear the words:

**“PRICE PROPOSAL FOR EMERGENCY AMBULANCE
TRANSPORTATION SERVICES 9-1-1 RESPONSE – EOA No (s). ___”**

The original EOA Specific Price Proposal(s) and 3 copies shall be enclosed in the sealed envelope or box.

2.12.5 Electronic Copy

Proposer shall submit an electronic copy on a USB flash drive of the entire proposal including all the aforementioned components above. Such electronic copy shall be enclosed with Proposer’s Business Proposal.

The Proposal(s) shall be delivered or mailed to:

Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Ruth Guerrero

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in Sub-paragraph 2.3, RFP Timetable, will not be accepted* and returned to the sender unopened. Timely hand-delivered (i.e. delivered in person not by U.S. mail or commercial courier) Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

***DHS will accept Proposals delivered by registered or certified U.S. mail or commercial courier (e.g. FedEx, UPS, etc.), mailed/shipped prior to the scheduled closing date and time for receipt of Proposals provided that the mail/ship date of such Proposal is marked on the wrapper of the Proposal or on the receipt from the U.S. Postal Service or commercial courier. If neither the wrapper nor receipt shows a legible date, the Proposal will be deemed to have been mailed/shipped late.**

All proposals shall be firm offers and may not be withdrawn for a period of 180 days following the last day to submit proposals.

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another proposal with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to recommend a Proposer for each EOA.

All proposals will be evaluated based on the criteria listed below. Further details of the evaluation criteria weightings are provided in Appendix K. The County may also, at its option, require Proposers being evaluated to provide additional information, make a verbal presentation, or conduct site visits in order to validate the content of the submitted proposal. The Evaluation Committee may use the services of appropriate subject matter experts to assist in proposal evaluation. All proposals will be scored and ranked in numerical sequence from high to low.

If no responsive proposals are received for EOAs 2, 6, or 8, County reserves the right, at its discretion, to request revised proposals from selected Proposers in adjacent EOAs and/or with Proposers who indicated interest (Appendix D - Required Forms, Exhibit 1) in the applicable EOA in a contingency situation.

After a Proposer is recommended by the Evaluation Committee for each EOA, the County and the Proposer will negotiate* an Agreement for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Agreement cannot be negotiated or the Proposer with which the County is negotiating does not timely submit the following documents: 1) a copy of the partially executed agreement(s) with the appropriate Jurisdictional Fire Department(s); and 2) the performance bond coverage letter with supporting documents, both as described in Paragraph 1.1 -Purpose, the County may, at its sole discretion, reject the proposal and begin Agreement negotiations with the next qualified Proposer who submitted a proposal.

The County reserves the right to award one or multiple EOAs to a Proposer.

*The dollar amount of monetary subsidies will not be negotiated. However, clarification of a proposed monetary subsidy or the process of any monetary subsidy payment may take place.

3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit, as set forth in Appendix D – Required Forms Exhibit 1, provided in Section B.1 of the proposal (Sub-paragraph 2.9.3 A. of this RFP) and Exhibit 4, provided in Section B.3 of the proposal (Sub-paragraph 2.9.3 C. 1.), if applicable, and determine if the Proposer meets the minimum mandatory requirements as outlined in Sub-paragraph 1.4 of this RFP.

Failure of the Proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the evaluation process. If a Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Business Proposal Evaluation Criteria (60%)

Note: If Proposer is submitting a proposal for more than one EOA, Proposer will only receive one score for the Business Proposal. This score will then be added to the scores for the EOA Specific Proposal and EOA Specific Price Proposal for each EOA proposal submitted to arrive at a total score for each

EOA proposal.

3.4.1 Proposer's Qualifications (25%)

1. Background and Experience

Proposer will be evaluated on its experience and capacity as a corporation or other entity to perform the required services based on information provided in Section B.2 of the proposal (Sub-paragraph 2.9.3. B. of this RFP).

2. Performance History (Acceptable/Unacceptable)

Proposer will be evaluated on its performance history as provided in Section B.3 of the proposal (Sub-paragraph 2.9.3.C. of this RFP).

3. Financial Capability

Proposer will be evaluated on its financial capability as provided in Section B.4 of the proposal (Sub-paragraph 2.9.3.D. of this RFP).

3.4.2 Proposer's Implementation Plan (30%)

The Proposer will be evaluated on its ability to establish a feasible Implementation Plan provided in Section C of the proposal (Sub-paragraph 2.9.4. of this RFP) to ensure that Proposer will be able to implement the EOA Specific Proposal for all EOAs for which Proposer is proposing and be prepared to provide Emergency Ambulance Transportation Services 9-1-1 Response upon the service start date identified in Sub-paragraph 1.1, Purpose, of this RFP. Analysis of Proposer's Financial Capability (RFP Sub-paragraph 2.9.3 D) will factor into DHS' evaluation of Proposer's Implementation Plan.

3.4.3 Proposer's Quality Control Plan (5%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of the Agreement are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system based on the information provided in Section D of the proposal (Sub-paragraph 2.9.5 of this RFP).

3.4.4 Acceptance of Terms and Conditions of Appendix A- Sample Agreement and Requirements of Appendix B- General Statement of Work and Appendix C- EOA Specific Statements of Work

Proposer's willingness to accept the Terms and Conditions outlined in the Appendix A - Sample Agreement, and the Requirements of the

Statements of Work outlined in Appendix B - General Statement of Work and Appendix C-EOA Specific Statements of Work as stated in Section E of the proposal (Sub-paragraph 2.9.6 of this RFP) will be considered. The County reserves the right to deem the proposal non-responsive and not subject to further evaluation if Proposer does not state such willingness.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate an Agreement.

3.4.5 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Proposer's Certification Form in Section G of the proposal (Sub-paragraph 2.9.8 of this RFP) will be reviewed to determine if the appropriate authorized representative of the Proposer signed the form. If the Proposer submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the proposal is appropriate under the federal law.

3.5 EOA Specific Proposal Evaluation Criteria (20%)

The Proposer will be evaluated on its description of the methodology, including its Deployment Plan, to be used to meet the County's requirements based on information provided in the EOA Specific Proposal of the proposal. Analysis of Proposer's Financial Capability (RFP Sub-paragraph 2.9.3 D) will factor into DHS' evaluation of Proposer's EOA Specific Proposal.

3.6 EOA Specific Price Proposal Evaluation Criteria (20%)

Transport of County-Responsible Patients Pricing

The maximum number of possible points will be awarded to no subsidy price proposals.

For proposals requiring a monetary subsidy, the proposal with the lowest subsidy amount will receive forty percent (40%) of the maximum number of possible points to be awarded within this category. All other monetary subsidy proposal amounts will be compared to the proposal with the lowest subsidy amount. The monetary subsidy proposals that exceed the lowest subsidy amount will be awarded a percentage lower than forty percent (40%) of the maximum number of possible points to be awarded within this category.

However, should one or more of the Proposers request and be granted a Local

SBE Preference, Transitional Job Opportunities Preference or Disabled Veteran Business Enterprise Preference (DVBE), the price component points for Transport of County-Responsible Patients Pricing will be determined as follows:

- **Local SBE Preference:** Eight percent (8%) of the lowest subsidy amount proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the price submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.
- **Transitional Job Opportunities Preference:** Eight percent (8%) of the lowest subsidy amount proposed will be calculated and that amount will be deducted from the price submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.
- **Disabled Veteran Business Enterprise Preference (DVBE):** Eight percent (8%) of the lowest subsidy amount proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Price submitted by all DVBE Proposers who requested and were granted the DVBE Preference.

The Proposer may only receive one of these preferences during the solicitation process.

3.7 Department's Proposed Contractor Selection Review

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Agreement negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the

requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

3.7.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;
2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the highest-scored proposal.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Agreement award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Section 3.8 below).

3.8 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.7.2.

Upon completion of the County Independent Review, Internal Services Department will forward the report to the Department, which will provide a copy to the Proposer.

APPENDIX A

**DEPARTMENT OF HEALTH SERVICES
SAMPLE AGREEMENT**



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

**EMERGENCY AMBULANCE TRANSPORTATION SERVICES
9-1-1 RESPONSE**

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- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B CONTRACTOR RATES (NOT ATTACHED TO SAMPLE)
- C EOA SPECIFIC STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

Sample Agreement
AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
EMERGENCY AMBULANCE TRANSPORTATION SERVICES
9-1-1 RESPONSE

This Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

- 1.1 EXHIBIT A - General Statement of Work
- 1.2 EXHIBIT B - Contractor's Rates
- 1.3 EXHIBIT C - EOA Specific Statement of Work
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

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

2.0 DEFINITIONS

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

- 2.1 Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the General and Specific Statements of Work, Exhibits A and C.
- 2.2 Advanced Life Support (ALS):** Special services designed to provide definitive prehospital emergency medical care, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital as part of a local Emergency Medical Services (EMS) system at the scene of an emergency, during transport to an acute care hospital, during interfacility transfer, and while in the

emergency department of an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.

- 2.3 Ambulance:** Motor vehicle specially constructed, modified, equipped, or arranged for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, authorized by the state or operated by Jurisdictional Fire Department as an emergency vehicle, and used, or having the potential for being used, in emergency or nonemergency medical service to the public, regardless of level of service.
- 2.4 Ambulance Attendant:** Any person other than the ambulance driver who is employed to accompany an Ambulance Driver while transporting any person needing medical attention or services.
- 2.5 Ambulance Driver:** Any person who drives an Ambulance in which any person needing medical attention or services is transported.
- 2.6 Ambulance Operator:** Any person or entity who for any monetary or other consideration, or as an incident to any other occupation, transports in one or more Ambulances of one or more persons needing medical attention or services.
- 2.7 Ambulance Unit:** An Ambulance staffed with qualified personnel and equipped with appropriate emergency aid equipment and supplies, in accordance with applicable State law and local EMS Agency policies.
- 2.8 Ambulance Unit Supervisor:** Supervisorial personnel who provide support and supervision to the Ambulance Units that provide services in the EOA.
- 2.9 Backup Services:** Backup or mutual aid coverage provided by any other County licensed Ambulance Operator, when Contractor does not have an Ambulance Unit available to either respond or to respond in a proper response time.
- 2.10 Backup Provider:** An Ambulance Operator licensed by the County that has agreed in writing to provide Backup Services to Contractor.
- 2.11 Basic Life Support (BLS):** Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the victim may be transported or until advanced life support is available.

- 2.12 Code 3 Emergency Response:** A response to a call for Emergency Ambulance Transportation Services 9-1-1 Response in which a Patient is to be immediately picked up and transported using red lights and siren. Code 3 is used in life-threatening situations, and when speed in obtaining emergency medical care appears essential to save a life, prevent undue suffering, or to reduce or prevent disability of the Patient being provided emergency transportation.
- 2.13 Contractor:** The sole proprietor, partnership, limited liability company, corporation, or government entity that has entered into this Agreement with the County to perform or execute the work covered by the General and Specific Statements of Work, Exhibits A and C.
- 2.14 Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.15 County's Project Director:** Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.16 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.17 County's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.18 County-Responsible Patient:** County of Los Angeles General Relief (GR) Patients, PRM/Lifetime Care Settled Plans assigned to County, persons who would have no liability for charges under the County's Ability to Pay (ATP) program and any other Board of Supervisors (Board)-approved County plan, and County prisoner or custody Patients.
- 2.19 Crew Resource Management:** a personnel management philosophy that stresses open communication between all members of the crew while keeping intact the legal hierarchy at the scene of the Emergency.
- 2.20 Day(s):** Calendar day(s) unless otherwise specified.
- 2.21 DHS:** Department of Health Services

- 2.22 Director:** Director of Health Services or his/her authorized designee.
- 2.23 Dry Run:** The response by Contractor to a request for Emergency Ambulance Transportation Services 9-1-1 Response in which, through no fault of the Contractor, no patient is transported.
- 2.24 Emergency:** An Emergency is any sudden or serious illness or injury requiring immediate medical attention under circumstances such that delay in providing such services may aggravate such condition or cause the loss of life: furthermore, any case declared to be an emergency by a physician, law enforcement agency, public safety agency, or by the County's local EMS Agency.
- 2.25 Emergency Ambulance Transportation Services 9-1-1 Response:** 9-1-1 Emergency services related to the functions involved in responding to a request from a Jurisdictional Fire Department's communication or dispatch center for an Ambulance to transport or assist persons in an apparent sudden need of medical attention.
- 2.26 Emergency Call:** May also be referred to as an incident, a request for an Ambulance where an individual has a need for immediate medical attention, or where the potential for such need is perceived by emergency medical personnel or a public safety agency. An emergency call shall include both Code 3 (red lights and siren) and Non-Emergent (Code 2) Response (expeditious response without red lights and siren) calls.
- 2.27 Emergency Medical Services (EMS):** The services needed to provide immediate medical attention in a condition or situation in which an individual has need for such services or where the potential for such need is perceived by emergency medical personnel. Emergency medical services shall include all such services for all such persons in the incorporated and unincorporated areas of the county.
- 2.28 Emergency Medical Technician (EMT):** An individual trained in all facets of basic life support according to standards prescribed by the California H&S Code and the California Code of Regulations (CCR), and who has a valid EMT certificate issued pursuant to said codes.
- 2.29 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.30 Jurisdictional Fire Department:** The City or County Fire Department that has jurisdiction within Contractor's EOA.
- 2.31 Local EMS Agency:** The County of Los Angeles Department of Health Services, designated by the Board as the local EMS agency pursuant to Health and Safety Code Sections 1797, et seq. having responsibility for administration of EMS in LA County.
- 2.32 Paramedic:** An individual whose scope of practice to provide advanced life support is according to standards prescribed by the California H&S Code and the CCR and who has a valid license issued pursuant to said codes.
- 2.33 Patient:** An individual who is ill, sick, injured, wounded, or otherwise incapacitated and is in need of or can be expected to need emergency medical care or emergency medical transportation.
- 2.34 Posting Location:** A temporary parking location for an Ambulance Unit awaiting dispatch for an Emergency Call.
- 2.35 Response Time:** The interval of time between the moment the basic items of dispatched information have been obtained by Contractor to the moment the Ambulance arrives at the scene of pickup.
- 2.36 Rural:** All census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.
- 2.37 Urban:** All census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 County will make all reasonable efforts to ensure that Contractor will receive all 9-1-1 calls for Emergency Ambulance Transport Service as the primary provider within Contractor's EOA, except in major emergency or disaster situations.

- 3.2.1 This exclusivity does not apply to any federal, State, or County owned or operated Ambulance, to a city government operated Ambulance if authorized to transport by an authorized County agency, or to air ambulances if authorized to transport by an authorized County agency or by other lawful authority, all of which may be used within the Contractor's EOA to provide Emergency Ambulance Transportation Services 9-1-1 Response.
- 3.2.2 With respect to other private Ambulance Operators, County promises Contractor that it will make all reasonable efforts during normal operating conditions (e.g., during periods other than those requiring a major disaster medical response) to: 1) enforce within Contractor's area(s) the County Code Business License provisions pertaining to use of scanners or radio monitoring devices for responding to Emergency Calls (County Code Section 7.16.100[4]), and 2) otherwise protect Contractor's exclusive operating rights under this Agreement.
- 3.2.3 During periods of major emergency or disaster within Contractor's EOA(s), it is understood that the County Project Director or his/her authorized designee may require and enlist the services of other private Ambulance Operators.
- 3.2.4 Contractor's Emergency Ambulance Transportation Services 9-1-1 Response EOA hereunder is described in Exhibit C – EOA Specific Statement of Work.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.4 Contractor shall fully cooperate with County representatives to provide for the transition to whatever service replacement method County determines to be in its best interest prior to the expiration date of this Agreement or prior to an earlier termination date hereof.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall be June 1, 2016 through May 31, 2026 commencing upon execution by the Director or his/her designee as authorized by the Board of Supervisors, unless sooner terminated, in whole or in part, as provided in this Agreement.

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

5.0 BILLING AND PAYMENT

If Proposer requires no monetary subsidy, the following language applies:

- 5.1 Except as specified below, Contractor may bill Patients and third party payors and will be responsible for the billing and collection of fees for services hereunder, in accordance with the rates and procedures defined in this Agreement including Exhibits A and B. Except for applicable copayments and deductibles, Contractor may not bill Patients who are either determined to be or are in possession of documentation reflecting that they are County-responsible Patients.
- 5.2 There shall be no billing, including for Dry Runs, hereunder to County or other local governmental agency or district by Contractor for uncollectibles or County-Responsible Patient transports.
- 5.3 No monetary compensation shall pass from County to Contractor for any service under this Agreement, except as may be outlined by Contractor under the Consolidated Fire Protection District of Los Angeles County Various Services Agreement, not attached hereto, if applicable.
- 5.4 Contractor may bill the appropriate responsible party for Dry Runs under certain conditions defined in the further provisions regarding billings covered in Exhibit A – General Statement of Work.
- 5.5 **County's Consideration**
 - 5.5.1. As consideration for Contractor's agreement to provide transport to County-Responsible Patients, County shall provide certain services including but not limited to: the use and support of the County's EMS system, personnel, and infrastructure, the provision of discounted dispatch services, if applicable, and the Reddinet computer system for patient

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

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

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

5.6 Invoices and Payments

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

If Proposer requires a monetary subsidy, the following language applies:

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

5.2 There shall be no billing hereunder to other local governmental agency or district by Contractor for uncollectibles or County-Responsible Patients.

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

5.4 **County’s Consideration**

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

5.4.2. Monetary Subsidy

Process of subsidy payment to be clarified and agreed upon between County and selected Proposer.

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

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

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

5.6 **Invoices and Payment**

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

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

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

6.1 County's Project Director

Responsibilities of the County Project Director include:

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

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

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

6.3 County's Project Monitor

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

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

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify

the County in writing of any change in the name or address of the Contractor's Project Manager.

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

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

7.2 Contractor's Authorized Official(s)

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

Contractor shall perform a background investigation on its staff prior to assigning such staff to work under this Agreement. The

background investigation, which shall be performed at no cost to the County, shall include at a minimum:

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

7.6 Confidentiality

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

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

any admission, in each case, on behalf of County without County's prior written approval.

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

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

7.7 Medical Health Screening

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

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

7.8 Staff Performance under the Influence

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work (e.g. equipment requirements, reporting requirement, etc.), term, 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 the Board of Supervisors or its authorized designee.

- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions including but not limited to those related to new or revised County Code, Board policies, or Local EMS Agency policies in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

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

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

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

8.2.4 Notwithstanding the foregoing, it is understood that this Subparagraph 8.2 is not applicable to Contractor agreements with Backup Providers who shall provide Emergency Ambulance Transportation Service response services when Contractor's own Ambulances are being utilized for other Emergency Calls in accordance with Exhibit A- General Statement of Work.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under

this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

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

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

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National

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

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

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

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

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

- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.8.9 **Anti-discrimination in Services:**

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

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

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

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

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

8.9.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any

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

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

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have

any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

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

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate

the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

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

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

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

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

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

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

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

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

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

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with

all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

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

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

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

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and

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

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

8.21 FACSIMILE REPRESENTATIONS

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

8.22 FAIR LABOR STANDARDS

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

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General

of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

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

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

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

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

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

procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other

compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

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

8.28 INDEMNIFICATION

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

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional

Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

Director, Contracts and Grants

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

8.29.2 Additional Insured Status and Scope of Coverage

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

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

8.29.3 Cancellation of or Changes in Insurance

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

the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

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

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying

each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

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

8.29.12 Separation of Insureds

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

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

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

8.30 INSURANCE COVERAGE

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

General Aggregate: \$10 million

Products/Completed Operations Aggregate: \$5 million

Personal and Advertising Injury: \$5 million

Each Occurrence: \$5 million

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

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

coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$3 million per claim and \$10 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

- **Performance Bond(s)**

(Not applicable for Jurisdictional Fire Department Proposers)

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

| EOA No. | Minimum Coverage Amount |
|---------|-------------------------|
| 1 | \$1 million |
| 2 | \$200,000 |
| 3 | \$700,000 |
| 4 | \$625,000 |
| 5 | \$1.3 million |
| 6 | \$200,000 |
| 7 | \$625,000 |
| 8 | \$200,000 |

| EOA No. | Minimum Coverage Amount |
|---------|-------------------------|
| 9 | \$900,000 |

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

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

- b) Irrevocable Letter of Credit, issued by a bank or other financial institution acceptable to the County, on a form acceptable to the County, which shall recognize and accept the Agreement requirement for immediate payment of funds to the County upon determination by the County that the Contractor is in breach of the Agreement or County ordinance, and that the nature of the breach is such that the public health and safety are endangered, and recognizing that any legal dispute by the Contractor or the creditor shall be initiated and resolved only after release of the performance security funds to the County. Real property may be used by a bank to provide the financial resources for credit required under this section.

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

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

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

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

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

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.39 NOTICES

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

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.41 PUBLIC RECORDS ACT

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

8.42 PUBLICITY

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:
- The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of

the Director or his/her designee. The County shall not unreasonably withhold written consent.

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

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

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

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

8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.43.6 Audit/Compliance Review

In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents

utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

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

8.44 RECYCLED BOND PAPER

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

8.45 RESTRICTIONS ON LOBBYING

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

8.46 SUBCONTRACTING (ONLY APPLICABLE TO EOA 1)

- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor except for in the LA County portion of the city of Wrightwood and the Mountain High Ski Resort area of Contractor's EOA, as described in the map Exhibit C- EOA Specific Statement of Work, but only **with the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and

their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

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

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

before any subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.49 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

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

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor

to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

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

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

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

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

8.50 TERMINATION FOR DEFAULT

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

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

toward a cure within five (5) working days, notwithstanding any other cure periods in this Agreement, (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

8.50.4 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.3 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a

subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.51 TERMINATION FOR IMPROPER CONSIDERATION

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

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the

employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.52 TERMINATION FOR INSOLVENCY

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

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

- 8.52.2 County may immediately assume control of all or a portion of Contractor's Emergency Ambulance Transportation Services 9-1-1 Response equipment, including fully equipped vehicles with supplies by assuming any existing lease payments or loan payments on the equipment for the period of County use. If the equipment is owned by Contractor, County Project Director shall select an expert to advise County of a reasonable monthly rental fee for use of the equipment. If that amount is deemed satisfactory by County's Board of Supervisors, it shall be paid to Contractor or Contractor's creditors. It is the parties' intent that use of Contractor's equipment by County in the event of default hereunder shall be limited to that period during which County is attempting to secure a new contractor or operator to serve Contractor's exclusive operating area. In no event, however, shall County's use of Contractor's equipment in

these circumstances exceed three hundred sixty-five (365) calendar days.

8.52.3 Contractor's EMT personnel may be used by County for provision of services in exclusive operating area, on such

terms and conditions as are acceptable to the parties and to such personnel.

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

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

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

8.57 VALIDITY

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

8.57.2 Notwithstanding any other provision of this Agreement, in the event any provision of this Agreement, or the performance thereof in accordance with its terms, is deemed a violation of any State or federal law by any governmental agency with jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction, or by the County Counsel in his/her reasonable discretion due to developments subsequent to the date hereof the parties shall meet and confer within ten (10) calendar days of the date both parties have received notice of the alleged illegality (the "Notice Date"), and shall negotiate in good faith to amend the Agreement in a manner which eliminates the alleged illegality to their mutual satisfaction. In the event the parties are unable to reach such agreement within thirty (30) calendar days of the Notice Date, without regard to whether any hearing, appeal, or similar rights have been exhausted, then either party may terminate this Agreement upon giving at least thirty (30) calendar days written notice to the other, or upon such shorter notice as may be

required by law. In such event, neither party shall be liable to the other as a result of such termination. Nothing herein shall be deemed as precluding the parties from contesting the charge or allegation of illegality, or from mutually deciding to maintain this Agreement in effect without any amendment thereto, pending the exhaustion of all hearing and appeal rights.

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

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

8.58 WAIVER

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

8.59 WARRANTY AGAINST CONTINGENT FEES

- 8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 SURVIVAL

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

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

Sub-paragraph 7.6 (Confidentiality)

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

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

Sub-paragraph 8.28 (Indemnification)

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

Sub-paragraph 8.30 (Insurance Coverage)

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

Sub-paragraph 8.60 (Survival)

9.0 UNIQUE TERMS AND CONDITIONS

9.1 SUSPENSION

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

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

- If Contractor fails to perform services within the time specified herein or any extension thereof;
- If Contractor fails to perform any of the other provision of this Agreement, or so fails to make progress so as to endanger performance under this Agreement in accordance with its terms;

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

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

- Contractor, its agents, or employees are engaging in, or there is reasonable justification to believe that Contractor, its agents, or employees may be engaging in a continuing course of conduct which may pose an imminent danger to the life or health of Patients receiving or requesting services from it;
- Contractor's County Ambulance Operator business license has been suspended or revoked pursuant to either the California Vehicle Code or the Los Angeles County Code.

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

9.1.5 In the event Contractor's operations are suspended, County may implement the procedures defined in Sub-paragraph 8.52, Termination for Insolvency, to provide services or may

direct other Emergency Ambulance Transportation Services 9-1-1 Response contractors to provide services otherwise contracted herein by Contractor for a period of up to three hundred sixty-five (365) calendar days.

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

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

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor agrees to receive referrals from other Ambulance Operators of qualified permanent employees who are targeted for layoffs or qualified former employees who have been laid off and are on a reemployment list and from Second District's or other County EMT Program for graduates during the life of this Agreement. Subject to Paragraphs 8.11 and 8.12 of this Agreement, such referred permanent or former employees of Ambulance Operators shall be given first consideration of employment and then to graduates of Second District or other County EMT Program as Contractor vacancies occur after the implementation and throughout the term of this Agreement. Contractor is encouraged to recruit and hire qualified permanent or former employees of Ambulance Operators and graduates of Second District's or other County EMT Program for any future employment opening if they meet the minimum qualifications for that opening.

9.3 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

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

9.4 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

- 9.4.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 9.4.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 9.4.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

9.5 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.5.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.5.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.
- 9.5.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.
- 9.5.4 If the Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting

information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.6 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.6.1 This Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.6.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting an Agreement award.

9.7 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

9.7.1 This Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or

retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

9.7.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting an Agreement award.

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

COUNTY OF LOS ANGELES

By _____ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Lillian L. Russell, Deputy County Counsel

APPENDIX B

RFP GENERAL STATEMENT OF WORK

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APPENDIX B GENERAL STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

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

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

2.0 DEFINITIONS

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

3.0 SPECIFIC WORK REQUIREMENTS

3.1. Ambulance Response within EOA

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

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

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

3.1.3 Backup Services

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

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

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

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

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

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

- 3.4. Contractor shall respond with its own Ambulance Units in no less than ninety percent (90%) of all calls for Emergency Ambulance Transportation Services 9-1-1 Response within its EOA(s). Contractor shall notify the originating dispatch agency as well as the Jurisdictional Fire Department when a Backup Provider is being dispatched and give the name of the company that will provide service on Contractor's behalf as well as the estimated time of arrival (ETA).
- 3.5. Contractor shall respond to not less than ninety percent (90%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of five hundred thirty-nine (539) seconds for Urban areas as described in County Code Section 7.16.050. The calculation of the ninety percent (90%) requirement shall be made on a calendar month basis and will be determined based on the average response times for Contractor's EOA.
- 3.6. Contractor shall respond to not less than ninety percent (90%) of all government dispatch agencies' requests for Emergency Ambulance Transportation Services 9-1-1 Response within the maximum response time of one thousand two hundred fifty nine (1259) seconds for Rural areas and as quickly as possible for wilderness areas as described in County Code Section 7.16.050.
- 3.7. Notwithstanding the aforementioned maximum response time, if County's Board of Supervisors adopts by County ordinance one or more changes to the Emergency Ambulance Transportation Service maximum response times, such changes shall on their effective date be incorporated as the new response time(s) for this Agreement.
- 3.8. **Response Time Non-Compliance Charges**

Charges will be assessed for non-compliance as follows:

3.8.1. Urban Areas

| Response time 539 Seconds/90% of the time | Charge Assessed* |
|--|-------------------------|
| 89-85% | \$1,000 |
| 84-79% | \$2,000 |
| 78-73% | \$3,000 |
| <72% | \$4,000 |
| **No Show | \$3,000 |
| Late submission of response time monthly reports | \$100/day |

*Charges will be assessed monthly.

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

3.8.2. Rural Areas

| Response time 1259 Seconds/90% of the time | Charge Assessed* |
|---|-------------------------|
| 89-85% | \$1,000 |
| 84-79% | \$2,000 |
| 78-73% | \$3,000 |
| <72% | \$4,000 |
| **No Show | \$3,000 |
| Late submission of response time monthly reports | \$100/day |

*Charges will be assessed monthly.

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

3.9. Procedures at the Scene of an Emergency

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

3.9.2. Upon arrival at the scene of an Emergency, Contractor's ambulance personnel shall assess the condition of the Patient(s) and provide the appropriate medical treatment, unless the Patient is already being attended to by a qualified Paramedic(s). Unless otherwise instructed by the Jurisdictional Fire Department, if Contractor's ambulance personnel are the first medically qualified persons on the scene, they shall provide treatment within their scope of practice until replaced by duly qualified personnel from the Jurisdictional Fire Department, or informed by the Jurisdictional Fire Department to begin transporting the Patient(s). An approved Los Angeles County EMS Report Form shall be completed by Contractor personnel for each Patient for whom treatment is provided. This form shall then be transferred to duly qualified Jurisdictional Fire Department or other public safety agency personnel at the scene for continuation of documentation.

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

3.9.4. Contractor's ambulance personnel shall not personally request or receive payment from the Patient or others for any services rendered

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

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

3.10. Dispatch Communication Recordings

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

3.11. Response Time Records

Contractor shall electronically submit Response Time Reports, utilizing the format in Attachment B-1– Response Time Report, to the County Project Manager by the 25th calendar day of the month following the month of service. Such records shall be maintained and retained during the term of this Agreement, and for a period of five (5) years thereafter.

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

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

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

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

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

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

3.16. Emergency Medical Systems Data Reporting

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

3.17. County Responsible Patient Financial Reporting

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

3.18. Billing Requirements:

3.18.1. Dry Run Billing Policy and Rates

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

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

representative of the owner. Contractor may bill the business owner.

- b. Response to a hazardous material incident caused by a responsible party contaminating either private or public property. Contractor may bill the party responsible for the hazardous material incident. If the incident is caused by a company employee, the company may be billed.
- c. Response to disasters or potential disasters, i.e., airplane crashes, riots, flood, etc. Contractor may bill the appropriate private agencies or parties if their actions directly led to and caused the disaster or potential disaster.
- d. Emergency Ambulance Transportation Services 9-1-1 Response response where the Contractor's Ambulance arrives on the scene and the Patient is transported by other means to a medical facility, or is treated at the scene by paramedic or ambulance personnel and is not transported to a medical facility. In such instances, Contractor may bill the Patient or appropriate third party under the following conditions:
 - 1. The Patient, a member of the Patient's family, or a legal guardian/conservator of the Patient requested the response; and
 - 2. The Patient is not a County-Responsible Patient.
- e. Contractor shall bill for Dry Run responses at no more than the Contractor rate maximums as set forth in Exhibit B- Contractor's Rates for the following services only, as applicable:
 - 1. Response to a call with equipment and personnel at an Advanced Life Support (ALS) level.
 - 2. Response to a call with equipment and personnel at a BLS level.
 - 3. Code 3 used during response.
 - 4. Service requests after 7:00 p.m. and before 7:00 a.m. of the next day.

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

- 4.1.** Contractor shall keep County Project Manager apprised of its branch offices including addresses, telephone numbers, the number of

ambulances normally available from each address, and such other pertinent information as may be requested by County Project Director or his/her designee.

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

4.3. Business Office

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

4.4. Dispatch Office(s)

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

4.5. Ambulance Stations and Crew Quarters

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

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

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

5.0. RESPONSIBILITIES - CONTRACTOR

5.1. License

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

5.2. Project Manager

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

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

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

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

5.3. Personnel

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

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

- a. A valid California Driver's License;
- b. current certification in the State of California at the Emergency Medical Technician (EMT) level;
- c. current with Los Angeles County EMT scope of practice or higher level of certification; and
- d. Medical Exam Certificate (DL51)

- e. an Ambulance Driver's Certificate (if driver) issued by the California Department of Motor Vehicles.
 - f. Current, valid BLS for Healthcare Providers card from the American Heart Association (AHA) or subsequent, equivalent program offered by AHA.
- 5.3.3. Contractor's EMT personnel shall not perform services exceeding his/her scope of practice as defined by State and local regulations and policies.
- 5.3.4. All Contractor personnel performing medical dispatch shall possess appropriate certifications including but not limited to:
- a. Current certification as an Emergency Medical Dispatcher (EMD) or Emergency Telecommunicator (ETC) meeting the standards of the National Academies of Emergency Medical Dispatch; or
 - b. Current certification as an EMT in the State of California.

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

- 5.3.5. Contractor shall maintain copies of certificates, licenses, registrations, etc. held by each employee providing services under this Agreement and shall provide such documents to County Project Director upon request.
- 5.3.6. Contractor shall be required to background check their personnel as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.5, Background & Security Investigations, of the Agreement.
- 5.3.7. Contractor shall ensure that their personnel undergo medical health screenings as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.7, Medical Health Screening, of the Agreement.

5.4. Uniforms/Identification Badges

- 5.4.1. Contractor personnel assigned to this Agreement shall wear an appropriate uniform at all times. Uniform shall include company name and shall consist of a shirt and pants. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.
- 5.4.2. Contractor shall ensure their personnel are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement –

Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.

5.5. Materials and Equipment

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

5.5.1. Ambulances

- a. Contractor shall supply and maintain all Ambulances required to provide the services herein. Each Ambulance shall have a unique and consistent number identifying unit and crew.
- b. Contractor's Ambulances shall be licensed in accordance with County Code Section 7.16.040 and Contractor shall ensure that each Ambulance is maintained in good working order and sanitary condition.
- c. Ambulances shall meet all standards as specified in Title 13, California Code of Regulations, County Code Sections 7.16.210 and 7.16.215; and Reference Nos. 454, Ambulance Vehicle Color Scheme and Insignia Guidelines, and 455, Ambulance Vehicle Age Limit Requirements and Exemptions.
- d. Contractor shall supply one bariatric Ambulance with a motorized winch and reinforced floorboards per EOA that is required to be in service twenty-four (24) hours per day, seven (7) days per week, including during holidays.

5.5.2. Ambulance Support Vehicles

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

5.5.3. Safety Equipment/Emergency Care Equipment/Supplies

- a. Contractor shall supply all safety and emergency care equipment, supplies, and other materials necessary to perform Emergency Ambulance Transportation Services 9-1-1 Response at the BLS level. Ambulances shall carry and maintain in good working order equipment and supplies as specified in Title 13, California Code of Regulations, and in the

Los Angeles County Prehospital Care Manual, Reference No. 710, BLS Ambulance Equipment.

- b. Each Ambulance shall contain an approved automated external defibrillator (AED) as specified in the County's Prehospital Care Manual, Policy No. 412, EMT AED Service Provider Program Requirements.
- c. Contractor shall also provide stair chairs and power lift gurneys in each Ambulance as part of the inventory.

5.5.4. Communication Equipment

- a. Contractor shall be responsible for maintaining its communication systems including but not limited to any programming of systems, software or radio frequencies required to maintain compatibility and functionality with a Jurisdictional Fire Department's communication frequency plan or system. Final determination of the functionality and compatibility of Contractor's communications systems shall rest with the Jurisdictional Fire Department. Contractor shall be required to maintain the communication systems at its expense unless cost sharing is agreed upon between Contractor and the Jurisdictional Fire Department.
- b. Contractor shall have and maintain, all communications equipment deemed by County Project Director to be necessary for the direct and instantaneous communication of dispatch information between Contractor and Backup Providers.
- c. Contractor shall have and maintain the following communication equipment for communication between on-board Paramedics and base hospitals and receiving hospitals for all responding Ambulances. Contractor shall ensure that each Ambulance has a high gain antenna which must be either a permanently mounted or a magnetic type placed on the highest point of each ambulance unit. Units with other than metal roofs must install a self-resonant high gain antenna for operation without a ground plane. Magnetic mount installation must include the installation of a metal plate three times the diameter of the base. The high gain antenna must be rated between 450-470 MHZ. The coax connector must be of the bayonet naval connector (BNC) type or an adapter to a BNC must be available for communication interoperability.
- d. Uninterrupted Power Supply System
 - 1. Contractor shall be responsible, at its costs, for an uninterrupted power supply (UPS) system for a personal

computer data link between Contractor and the Jurisdictional Fire Department.

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

e. Redundancy

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

f. Electronic Patient Care Record (ePCR) System

1. Contractor shall be responsible for the full compatibility and seamless transmission of electronic data between its and the Jurisdictional Fire Department's ePCR system, if applicable. If the Jurisdictional Fire Department does not have electronic patient care record capability, a hard copy of the EMS Report Form will be provided by the Jurisdictional Fire Department's staff to Contractor's staff for receiving facilities' records.
2. Contractor's current or future ePCR system shall be fully compatible and functional with any Jurisdictional Fire Department's current ePCR system, and shall be required to be fully compatible and functional with any future ePCR systems proposed by a Jurisdictional Fire Department. Contractor's ePCR system functionality should include but not be limited to:
 - The ability to retrieve and print patient information from the Jurisdictional Fire Department's ePCR system.
 - The ability to have any patient record change reconcile with the Jurisdictional Fire Department's ePCR system.
 - A redundancy plan for patient record information during ePCR system loss of coverage or down time.

3. The final determination of the functionality and compatibility of Contractor's ePCR systems shall rest with the Jurisdictional Fire Department.
 4. Contractor shall be responsible for providing a designated contact person who will act as its liaison to the Jurisdictional Fire Department and its ePCR vendor for all matters or issues regarding the ePCR system and compatibility.
 5. Contractor shall be responsible for submitting data to the County in accordance with the LA-EMS Data Dictionary as indicated in Prehospital Care Policy No. 607.
- g. Future Communications System Upgrades and Technologies:

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

5.6. Training

- 5.6.1. Contractor shall provide training programs for all new personnel and continuing in-service training for all personnel.
- 5.6.2. All personnel shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All personnel must wear safety and protective gear according to OSHA standards.
- 5.6.3. Ambulance personnel shall be trained in Crew Resource Management, as approved by County's Project Manager.

5.7. Policies and Procedures

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

- Pre-employment screening/hiring standards
- Orientation and training program for new employees

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

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

6.0. RESPONSIBILITIES - COUNTY

6.1. Personnel

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

- 6.1.1. Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2. Providing direction to the Contractor in areas relating to policy, information and procedural requirements in consultation with the Jurisdictional Fire Department.
- 6.1.3. Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.

6.2. Assessments

County will assess any necessary response time charges as set forth in Sub-paragraph 3.8, Response Time Non-compliance Charges, on a monthly basis and invoice the Contractor no later than 90 days after receipt of the Response Time Report (Attachment B-1).

7.0. QUALITY IMPROVEMENT

Contractor shall establish and utilize a comprehensive Quality Improvement (QI) Plan. The QI Plan shall meet the requirements contained in Reference Nos. 620,

EMS Quality Improvement Program and 618, EMS Quality Improvement Program Committees and shall be submitted on an annual basis (or upon request) at the time of the program review to the County Project Manager, or designee, for review and approval.

8.0. QUALITY CONTROL

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

- 8.1. Method of monitoring to ensure that Agreement requirements are being met.
- 8.2. A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

9.0. QUALITY ASSURANCE PLAN

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

9.1. Contractor Discrepancy Report (*Attachment B-3*)

- 9.1.1. Verbal notification of an Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.
- 9.1.2. The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

9.2. County Observations

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

9.2.1. Ambulance Inspections

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

9.2.2. Operations/ Crew Quarter Inspections

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

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- 1 **DATE** = Date run received.
- 2 **RUN #** = Run number assigned by Contractor.
- 3 **INCIDENT #** = Incident number assigned by the Jurisdictional Fire Department.
- 4 **SEQUENCE #** = A unique, alphanumeric EMS record number that is assigned to a patient record by the Jurisdictional Fire Department.
- 5 **PICK-UP ADDRESS** = The address of service location or cross street, if applicable.
- 6 **PICK-UP CITY/COMMUNITY**= The name of the city/community where the patient pickup address lies within.
URBAN/RURAL = **Urban:** all census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile. **Rural:** all census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.
- 8 **TIME CALL RECEIVED** = Time at which the Contractor received the initial call for service.
- 9 **TIME DISPATCHED** = The time the Ambulance was actually dispatched.
- 10 **TIME EN ROUTE** = The initial deployment time of the Ambulance.
- 11 **TIME AT SCENE** = The time the Ambulance arrived at the physical location/address of the incident.
- 12 **TIME CANCELED** = The time the Contractor's dispatch office received the cancellation call.
- 13 **TOTAL RESPONSE TIME** = The time from initial dispatch to arrival at the physical location/address of incident.
- 14 **TIME TRANSPORTING** = The timeframe from departure at the scene location to arrival at the receiving facility.
- 15 **AT HOSPITAL TIME** = The time that the Ambulance arrived in the Ambulance bay at the receiving facility.
- 16 **TIME TRANSFER OF CARE** = The actual time of transfer of Patient off of the Contractor's stretcher onto the facility's gurney and the patient placed on facility's equipment.
- 17 **TIME AVAILABLE** = The actual time the Ambulance is ready to accept further calls.

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

CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 1)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

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

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

5. FEES

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

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 2)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

4.1. Contractor shall maintain and be in compliance with the agreement with the Jurisdictional Fire Department for services including but not limited to paramedic billing services and dispatch services, if such agreement is required by the Jurisdictional Fire Department.

4.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to the Jurisdictional Fire Department and may include percentage reimbursement for processing.

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 3)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

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

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

5. FEES

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

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 4)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

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

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

5. FEES

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

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 5)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT(S)

4.1. Contractor shall maintain and be in compliance with the agreement with the Consolidated Fire Protection District of Los Angeles County (CFPDLAC) for services including but not limited to paramedic billing services and dispatch services. This Sub-paragraph shall apply to agreements with other Jurisdictional Fire Departments if such agreements are required by the individual Jurisdictional Fire Department.

4.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to each Jurisdictional Fire Department and may include percentage reimbursement for processing.

5. FEES

Contractor shall pay the fees as set forth in the agreement(s) with the CFPDLAC and other Jurisdictional Fire Departments, if required by the individual Jurisdictional Fire Department, and may include but not be limited to dispatch fees.

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APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 6)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

4.1. Contractor shall maintain and be in compliance with the agreement with the Jurisdictional Fire Department for services including but not limited to paramedic billing services and dispatch services, if such agreement is required by the Jurisdictional Fire Department.

4.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to the Jurisdictional Fire Department and may include percentage reimbursement for processing.

5. FEES

Contractor shall pay the fees as set forth in the agreement with the Jurisdictional Fire Department, if required by the Jurisdictional Fire Department, and may include but not be limited to dispatch fees.

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APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 7)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated Between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

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

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

5. FEES

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

APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 8)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

4.1. Contractor shall maintain and be in compliance with the agreement with the Jurisdictional Fire Department for services including but not limited to paramedic billing services and dispatch services, if such agreement is required by the Jurisdictional Fire Department.

4.2. Contractor also agrees to participate in any other revenue or reimbursement programs that become available to the Jurisdictional Fire Department and may include percentage reimbursement for processing.

5. FEES

Contractor shall pay the fees as set forth in the agreement with the Jurisdictional Fire Department, if required by the Jurisdictional Fire Department, and may include but not be limited to dispatch fees.

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APPENDIX C
EOA SPECIFIC STATEMENTS OF WORK (SOW)
(EOA 9)

1. EOA BOUNDARIES MAP

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

2. DEPLOYMENT PLAN

To be negotiated between County and selected Proposer including but not limited to:

2.1. Ambulances

2.2. Staffing

2.3. Ambulance Station Locations

2.4. Posting Locations

Posting Locations may be used as a temporary measure in an EOA, not to exceed **(to be negotiated with selected Proposer)** hours but shall not be used for the full duration of an Ambulance Unit's shift (i.e. in lieu of an ambulance station location with crew quarters).

3. PLAN MODIFICATIONS

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

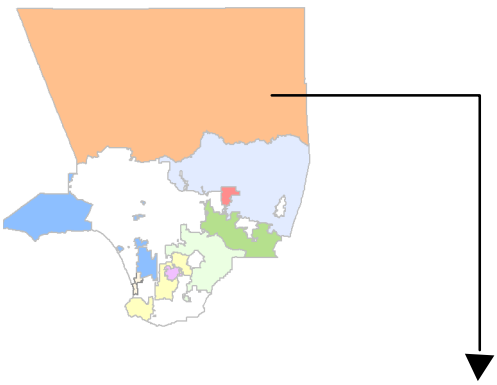
4. AGREEMENT BETWEEN CONTRACTOR AND JURISDICTIONAL FIRE DEPARTMENT

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

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

5. FEES

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



Emergency Ambulance Transportation Services 9-1-1 Response

**EOA 1 Jurisdictional Fire Department
(Los Angeles County)**

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

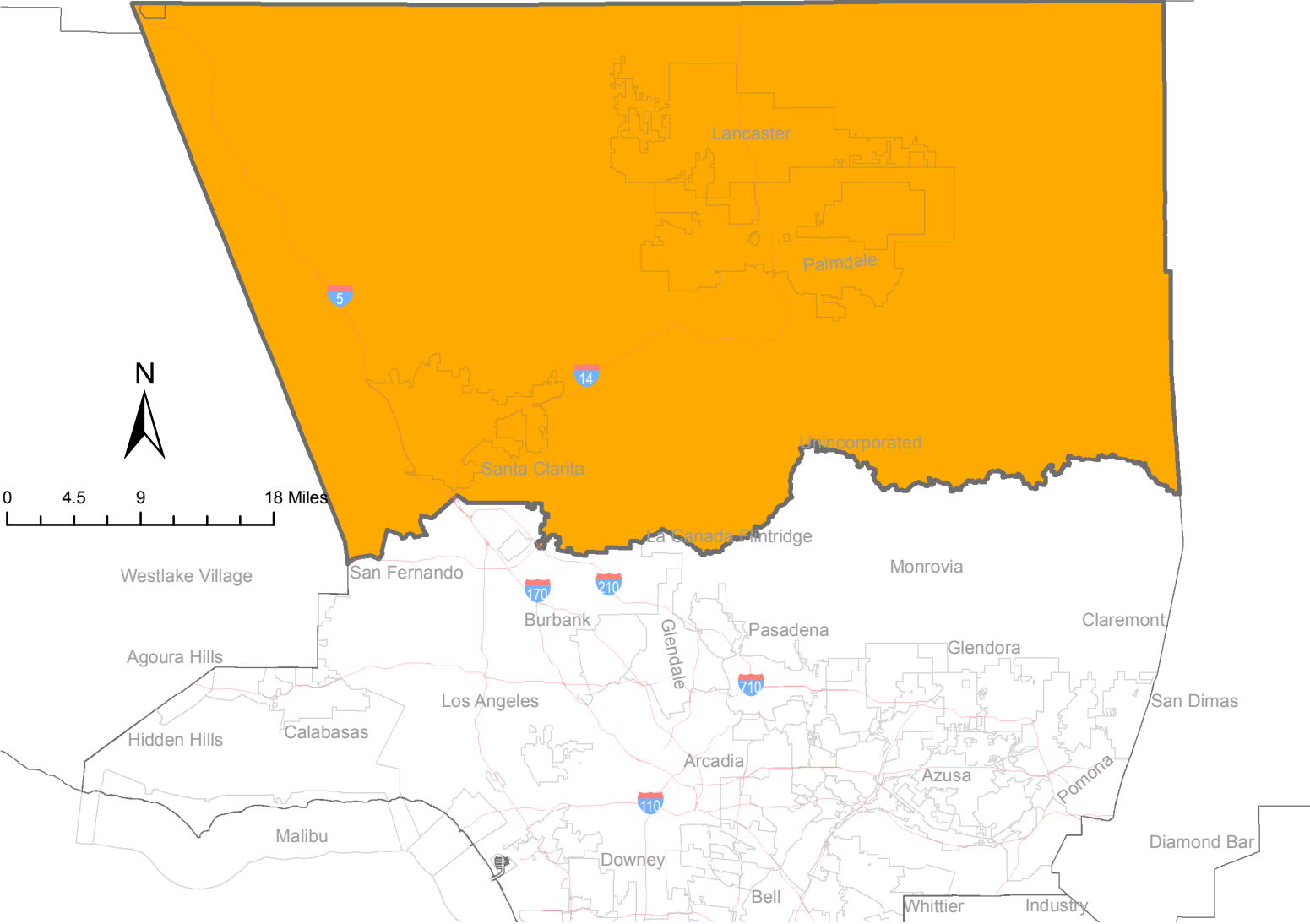
BOUNDARIES

- *Northern: Kern County Line
- *Western: Ventura County Line
- *Southern: Los Angeles City Limit,
Big Tujunga Canyon Rd.,
Angeles Forest Hwy,
Pacifico Mountain Rd,
Angeles Crest Hwy,
Blue Ridge Tktr
- *Eastern: San Bernardino County Line

DEMOGRAPHIC DATA:

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

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



WRIGHTWOOD/ MT. HIGH SKI AREAS

COUNTY LINE

Big Pines at Largo Vista Rd.

Mescal Canyon Motorway at
Panorama Mtwy

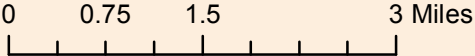
Angeles Crest and Highway 39

Big Rock Creek Rd
1 mile up from Angeles Crest Hwy

Potential Subcontract Zone

EOA 1

EOA 3



Emergency Ambulance Transportation Services 9-1-1 Response

EOA **2** Jurisdictional Fire Department (City of Monrovia)

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

BOUNDARIES:

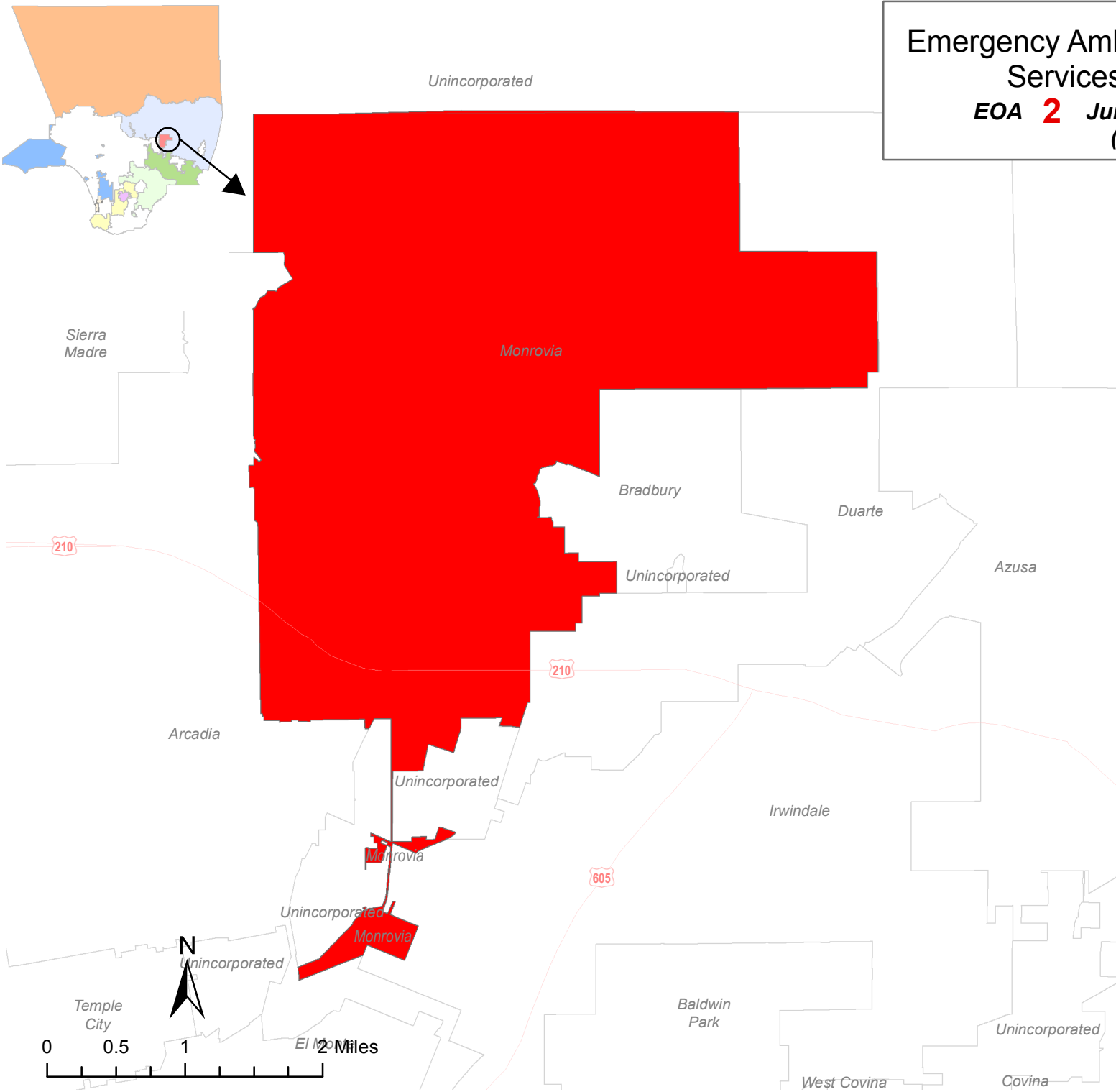
- Northern: Unincorporated Area.
- Western: Unincorporated Area, Arcadia City Limit.
- Southern: Arcadia City Limit, Unincorporated Area
- Eastern: Duarte City Limit, Bradbury City Limit

DEMOGRAPHIC DATA

Population: 53,161
% Below Poverty: 9.44%
Incident: 2528 (Rate: 4.76%)
ALS (% of inc): 1,172 (46.36%)
BLS (% of inc): 703 (27.81%)
Non Transport (% of inc.): 653 (25.83%)
Estimated County-Responsible Transports: 317

Sources:

Incident Data: Monrovia City
Population and poverty data:
-2010 Census Data



Emergency Ambulance Transportation Services 9-1-1 Response

EOA **3** Jurisdictional Fire Department
(Los Angeles County)

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

BOUNDARIES:

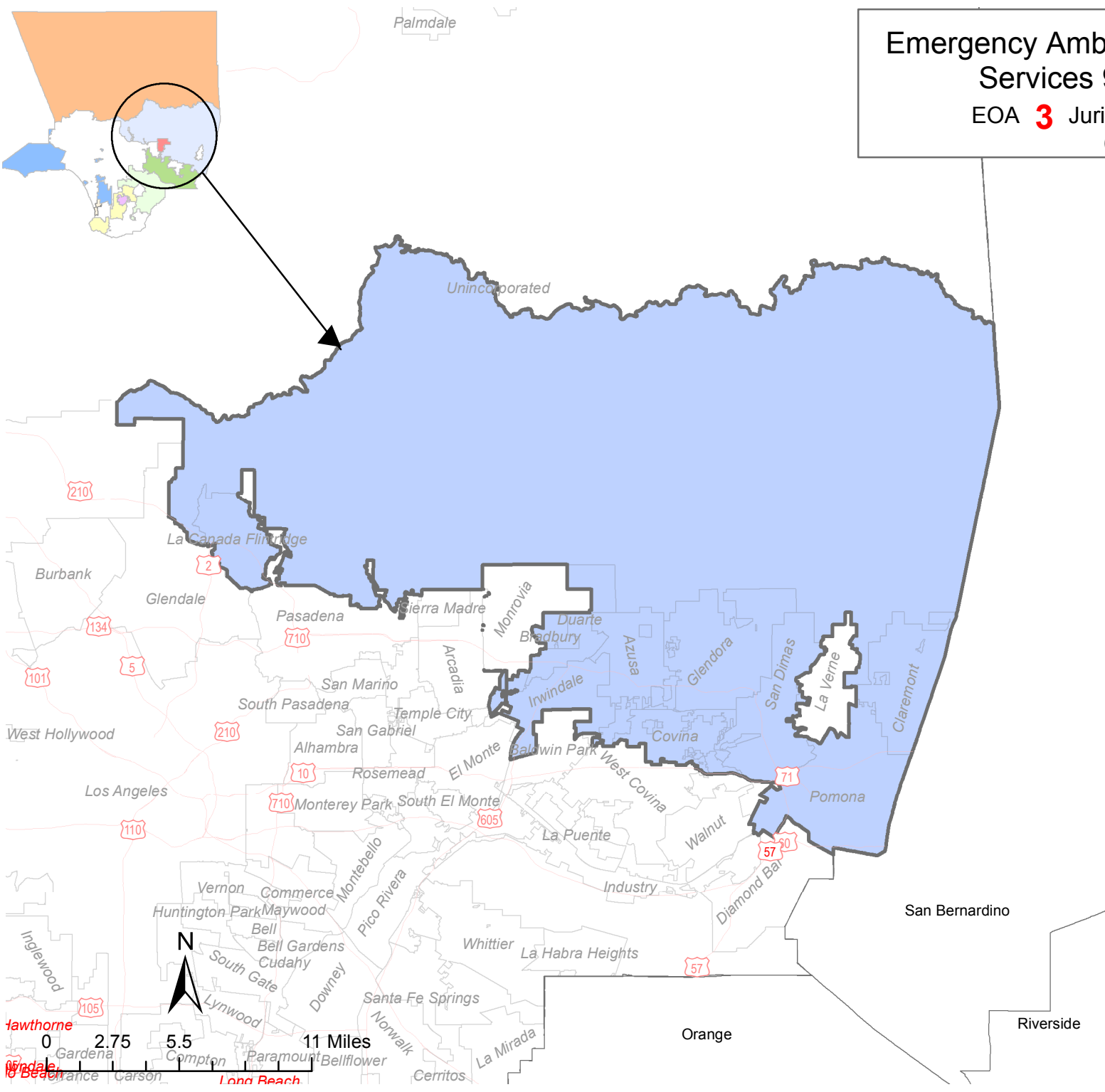
- Northern: Big Tujunga Canyon Rd, Angeles Forest Hwy, Pacifico Mountain Rd., State Route 2, Big Ridge Tktr .
- Western: Los Angeles City Limit, Glendale City Limit, Pasadena City Limit, Sierra Madre City Limit, Monrovia City Limit.
- Southern: Unincorporated Area, Baldwin Park City Limit, West Covina City Limit, Unincorporated Area, Walnut City Limit, Diamond Bar City Limit
- Eastern: San Bernardino County Line La Verne City Limit

DEMOGRAPHIC DATA:

Population: 582,079
 % Below Poverty: 10.23%
 Incident: 34,483 (Rate: 5.92%)
 ALS (% per inc): 13,595 (39.43%)
 BLS (% per inc): 12,420 (36.02%)
 Non Transport (% per inc):
 8,468 (24.56%)
 Estimated County Responsible
 Transports: 5,146

Sources:
 Incident Data: Los Angeles County Fire Department.
 Population and Poverty Data: -2010 Census Data

File: EOA3_021115



Emergency Ambulance Transportation Services 9-1-1 Response EOA 4 Jurisdictional Fire Department (Los Angeles County)

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

BOUNDARIES:

- Northern: Arcadia City Limit,
Unincorporated Area,
Irwindale City Limit,
West Covina City Limit,
San Dimas City Limit,
Pomona City Limit.

- Western: Pasadena City limit,
San Marino City Limit,
San Gabriel City Limit,
Monterey Park City Limit,
Montebello City Limit,
Pico Rivera City Limit,
Unincorporated Area,
La Habra Heights City Limit.

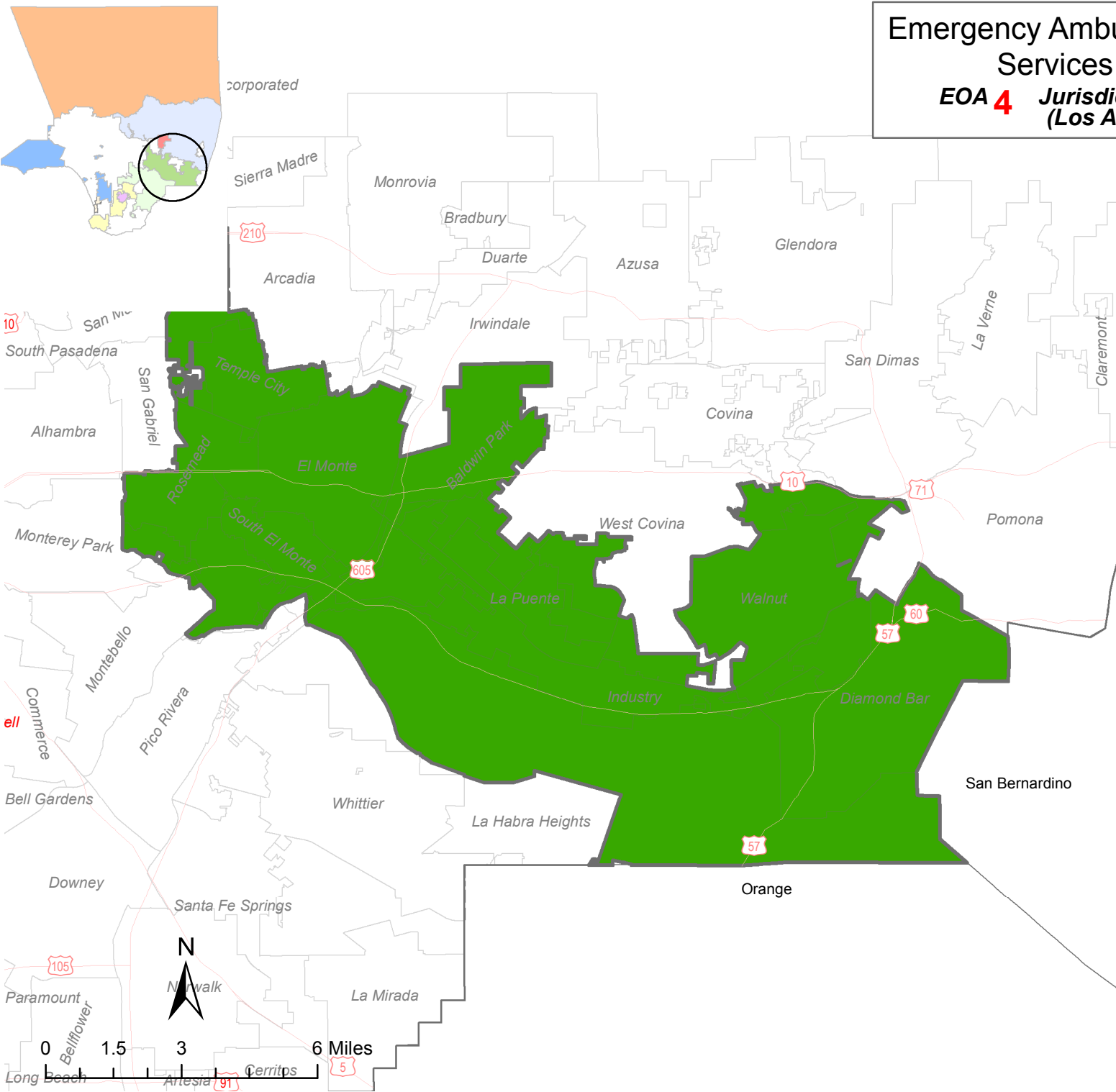
- Southern: Orange County Line.

- Eastern: San Bernardino County Line

DEMOGRAPHIC DATA:

Population: 648,393
 % Below Poverty: 11.08%
 Incident: 30,920 (Rate: 4.77%)
 ALS (% per inc): 11,791 (38.13%)
 BLS (% per inc): 10,240 (33.12%)
 Non Transport (% per inc) :
 8,889 (28.75%)
 Estimated County Responsible
 Transports: 5,492

Sources:
 Incident Data: Los Angeles
 County Fire Dept
 Population and Poverty Data:
 -2010 Census Data
 File: EOA4_022515



Emergency Ambulance Transportation Services 9-1-1 Response

EOA 5 - Los Angeles County Fire Department and The Jurisdiction Fire Departments of Cities of La Habra Heights, Santa Fe Springs and Montebello

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

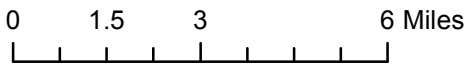
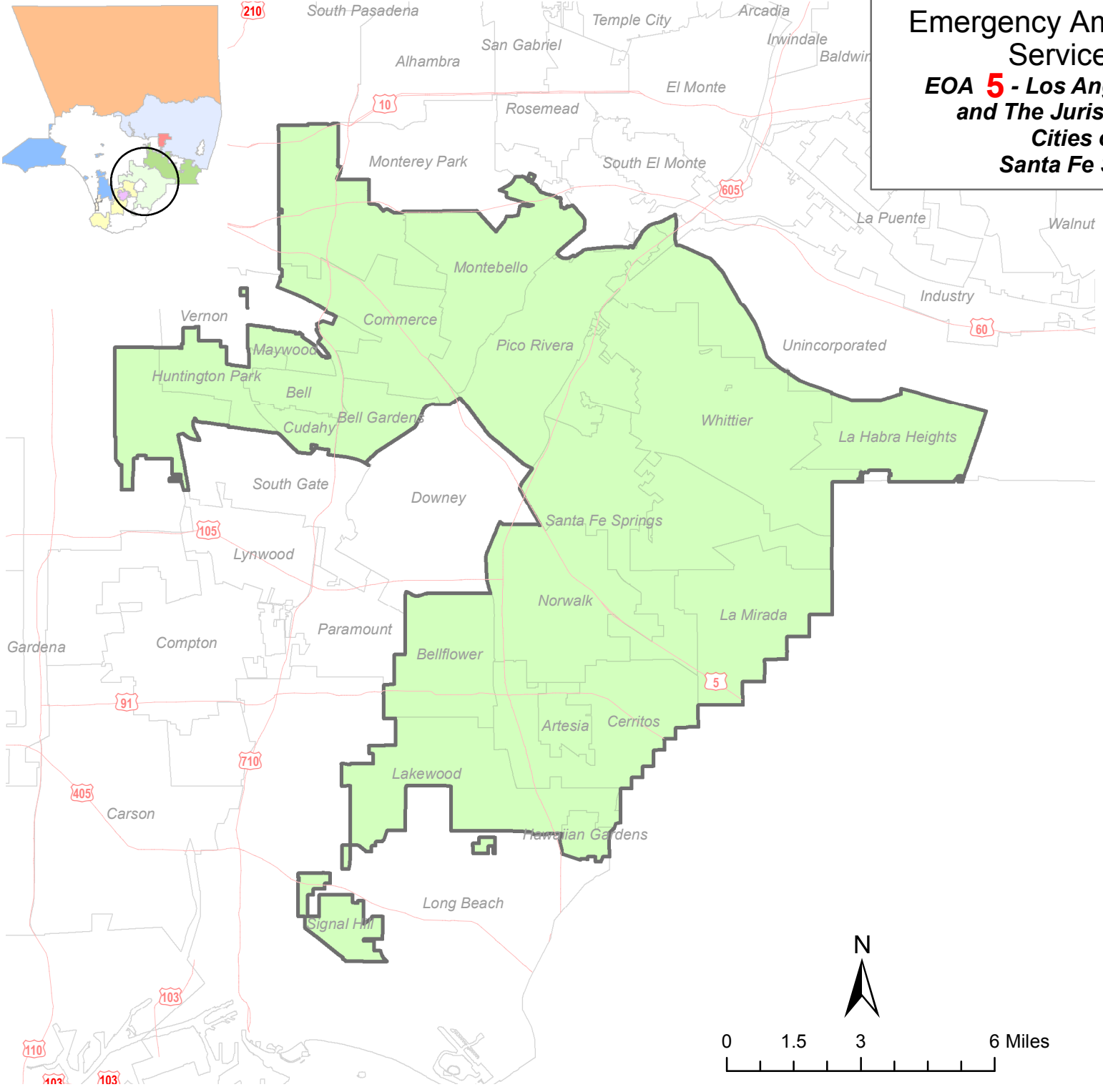
BOUNDARIES:

- Northern: Los Angeles City Limit, Unincorporated Area
- Western: Los Angeles City Limit, Vernon City Limit, Southgate City Limit, Downey City Limit, Paramount City Limit
- Southern: Long Beach City Limit
- Eastern: Orange County Line

DEMOGRAPHIC DATA:

Population: 1,254,632
 % Below Poverty: 15.3%
 Incident: 65,038 (Rate: 5.18%)
 ALS (% per inc): 26,117 (40.16%)
 BLS (% per inc): 22,773 (35.01%)
 Non Transport (% per inc): 16,148 (24.83%)
 Estimated County Responsible Transports: 8,680

Sources:
 *Incident Data: Los Angeles County Fire Department, La Habra Heights, Santa Fe Springs, Montebello
 *Population and poverty data: 2010 Census data



Emergency Ambulance Transportation Services 9-1-1 Response

EOA 6 Jurisdictional Fire Department (City of Compton)

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

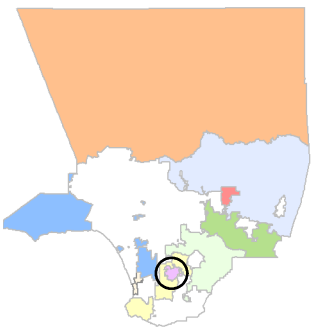
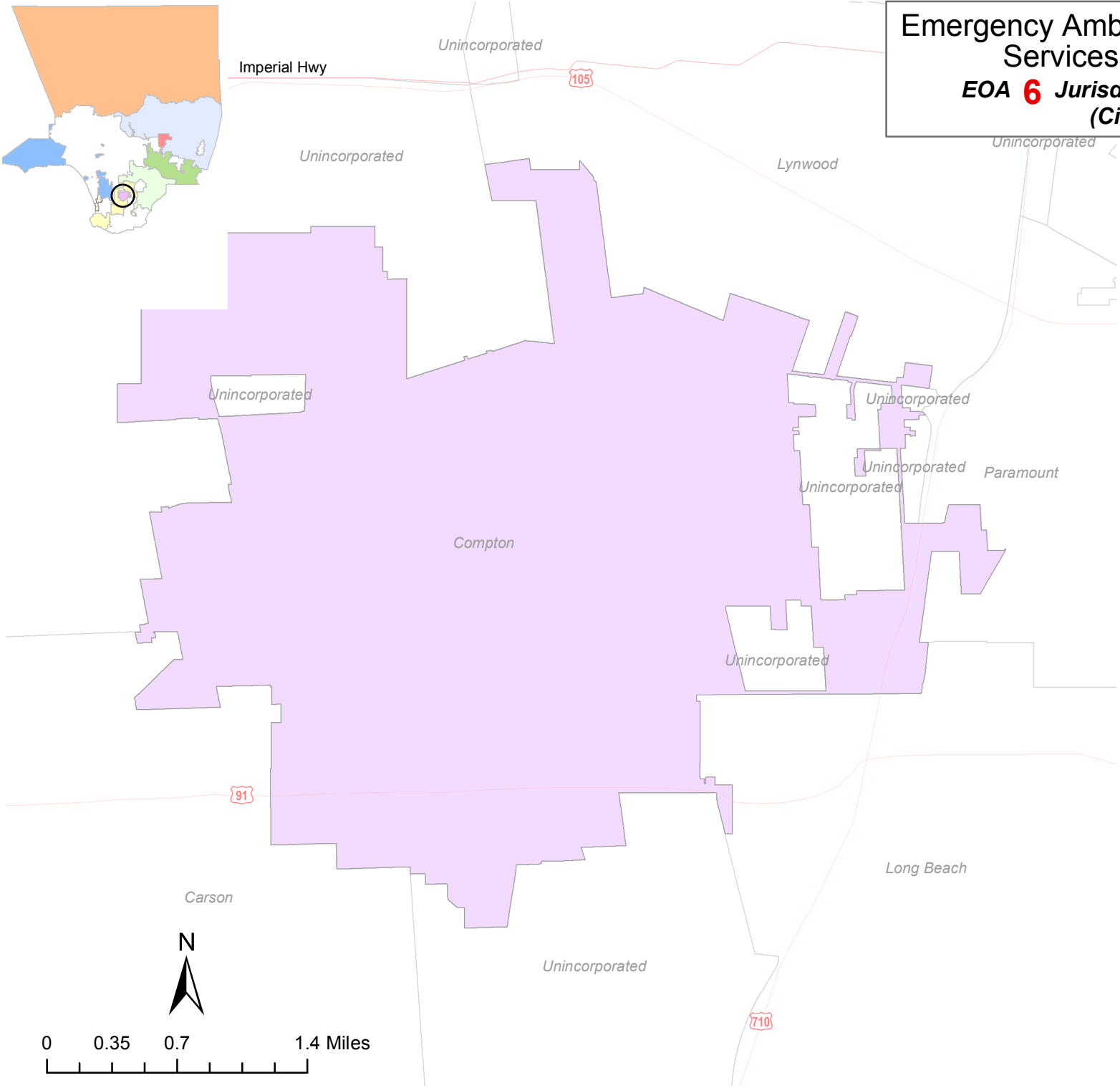
BOUNDARIES

Compton City Limit

DEMOGRAPHIC DATA:

EOA 6 Demographic Data:
 Population: 126,801
 % Below Poverty: 19.99%
 Incident: 8,313 (Rate: 6.56%)
 ALS (% per inc): 2,799 (33.67%)
 BLS (% per inc): 3,208 (38.59%)
 Non Transport (% per inc):
 2,306 (27.34%)
 Estimated County Responsible
 Transports: 1,213

Sources:
 Incident Data: Compton City
 Fire Department
 Population and Poverty Data:
 -2010 Census Data



Emergency Ambulance Transportation Services 9-1-1 Response

EOA 7 Jurisdictional Fire Department (Los Angeles County)

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

BOUNDARIES

Northern: Torrance City Limit, Huntington Park City Limit, Bell Garden City Limit, Bellflower City Limit

Western: Pacific Ocean, Los Angeles City Limit

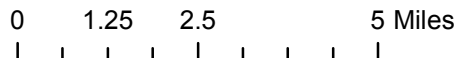
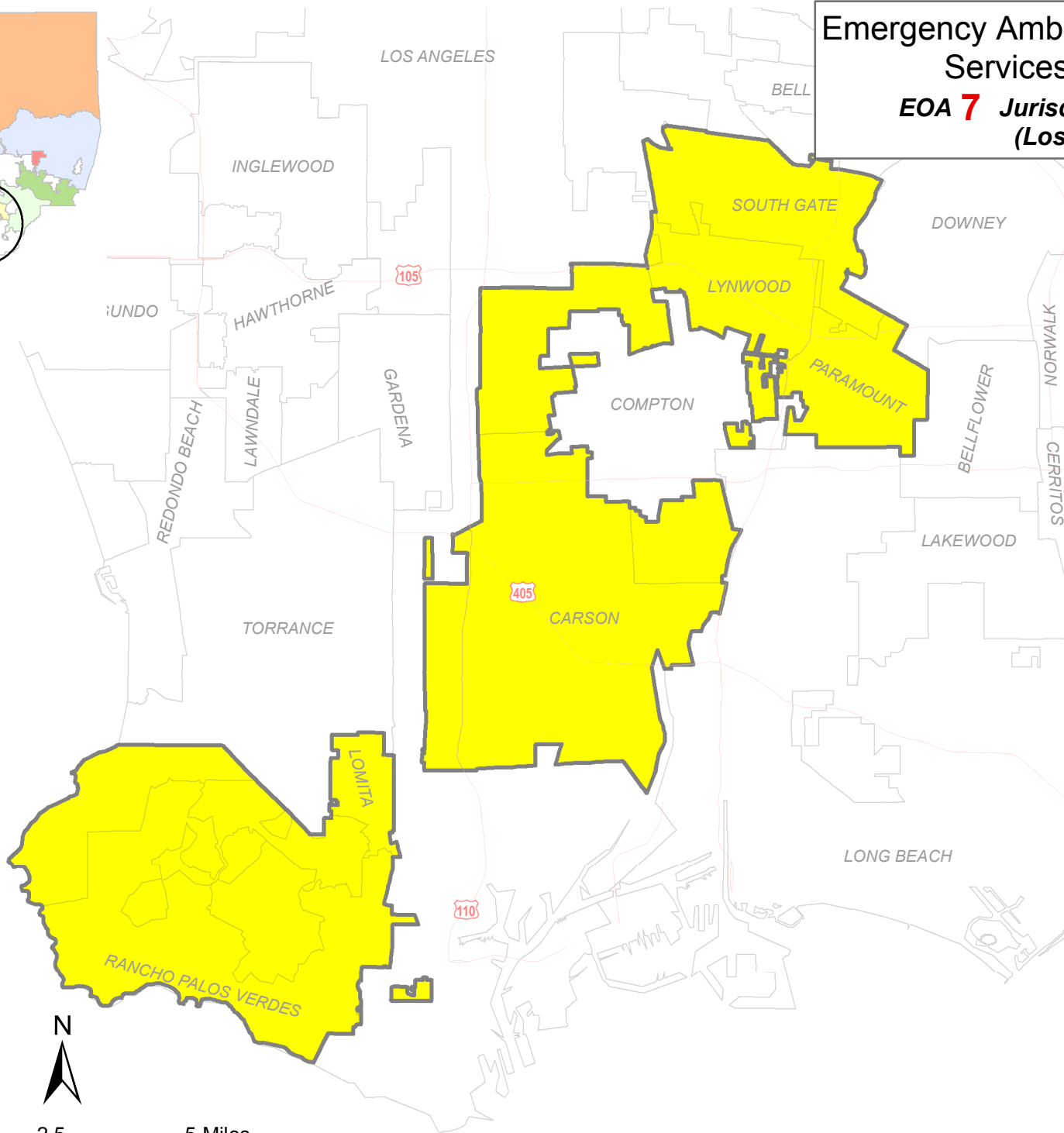
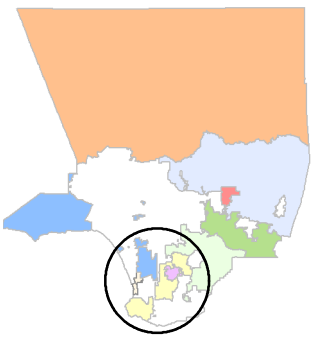
Southern: Pacific Ocean, Long Beach City Limit

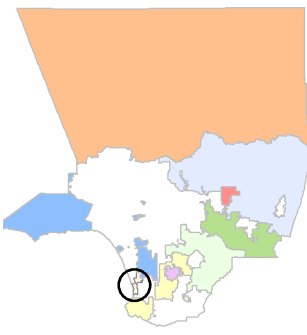
Eastern: Long Beach City Limit, Los Angeles City Limit

DEMOGRAPHIC DATA:

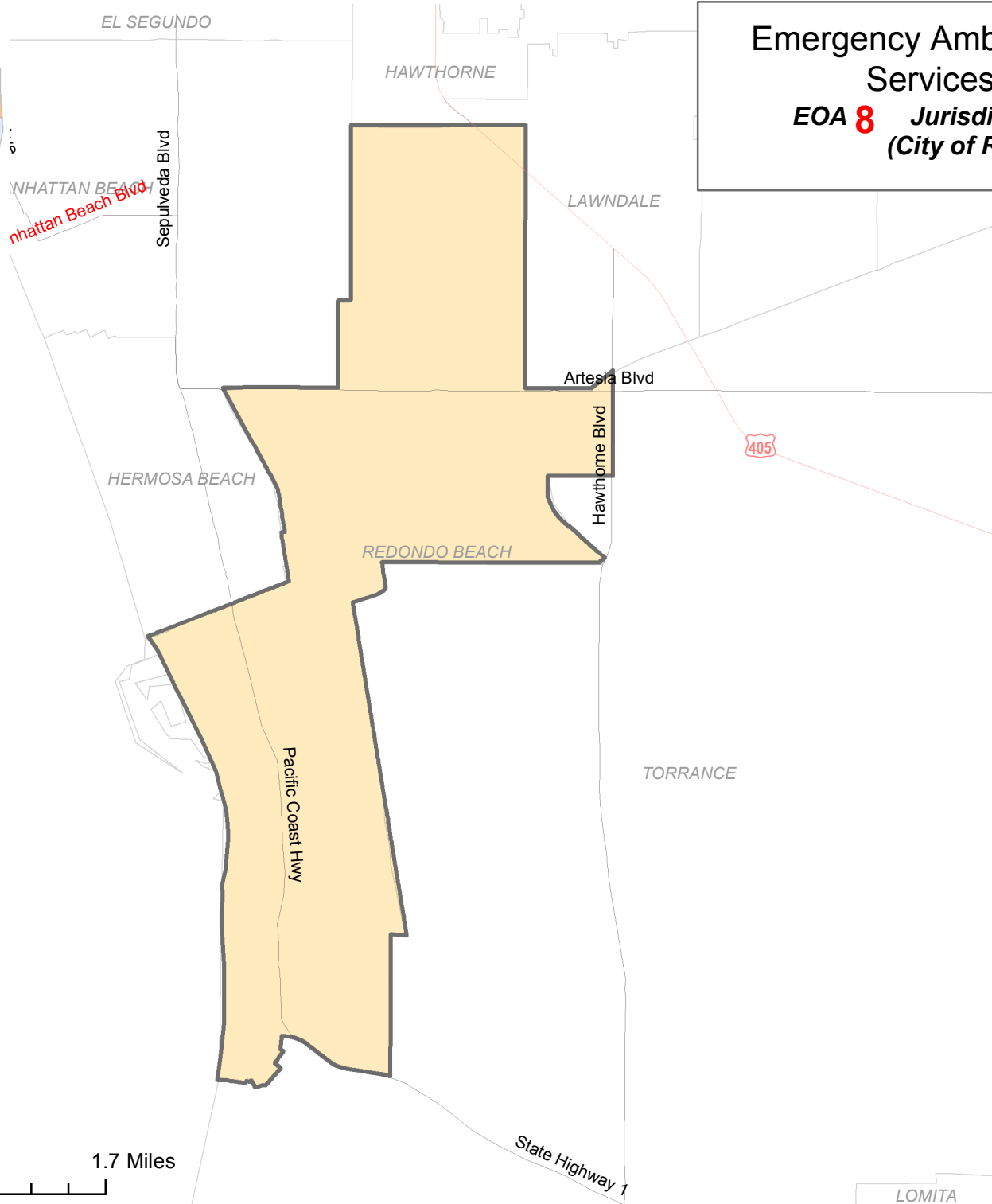
Population: 657,642
 % Below Poverty: 16.4%
 Incident: 31,219 (Rate: 4.75%)
 ALS (% per inc): 12,072 (38.67%)
 BLS (% per inc): 12,140 (38.89%)
 Non Transport (% per inc) : 7,007 (22.44%)
 Estimated County Responsible Transports: 4,955

Sources:
 Incident Data: Los Angeles County Fire Department
 Population and Poverty Data: -2010 Census Data





**Emergency Ambulance Transportation
Services 9-1-1 Response
EOA 8 Jurisdictional Fire Department
(City of Redondo Beach)**



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

BOUNDARIES:

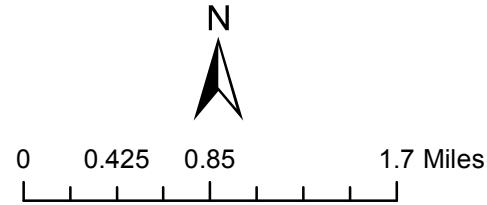
- *Northern: Hawthorne city Limit
- *Western: Mantattan Beach City Limit
Hermosa Beach City Limit
Pacific Ocean
- *Southern: Torrance City Limit
- *Eastern: Lawndale City Limit
Torrance City Limit

DEMOGRAPHIC DATA:

Population: 56,150
 % Below Poverty: 5.09%
 Incidents: 4,278 (Rate: 7.62%)
 ALS (% per inc): 2,008 (46.94%)
 BLS (% per inc): 1,097 (25.64%)
 Non Transport (% per inc):
 1,173 (27.42%)
 Estimated County Responsible
 Transports: 347

Sources:

- *Incident Data:
Redondo Beach Fire Dept.
- *Population and Poverty Data:
-2010 Census Data



Emergency Ambulance Transportation Services 9-1-1 Response

EOA 9 Jurisdictional Fire Department (Los Angeles County)

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

BOUNDARIES

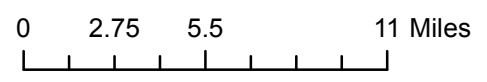
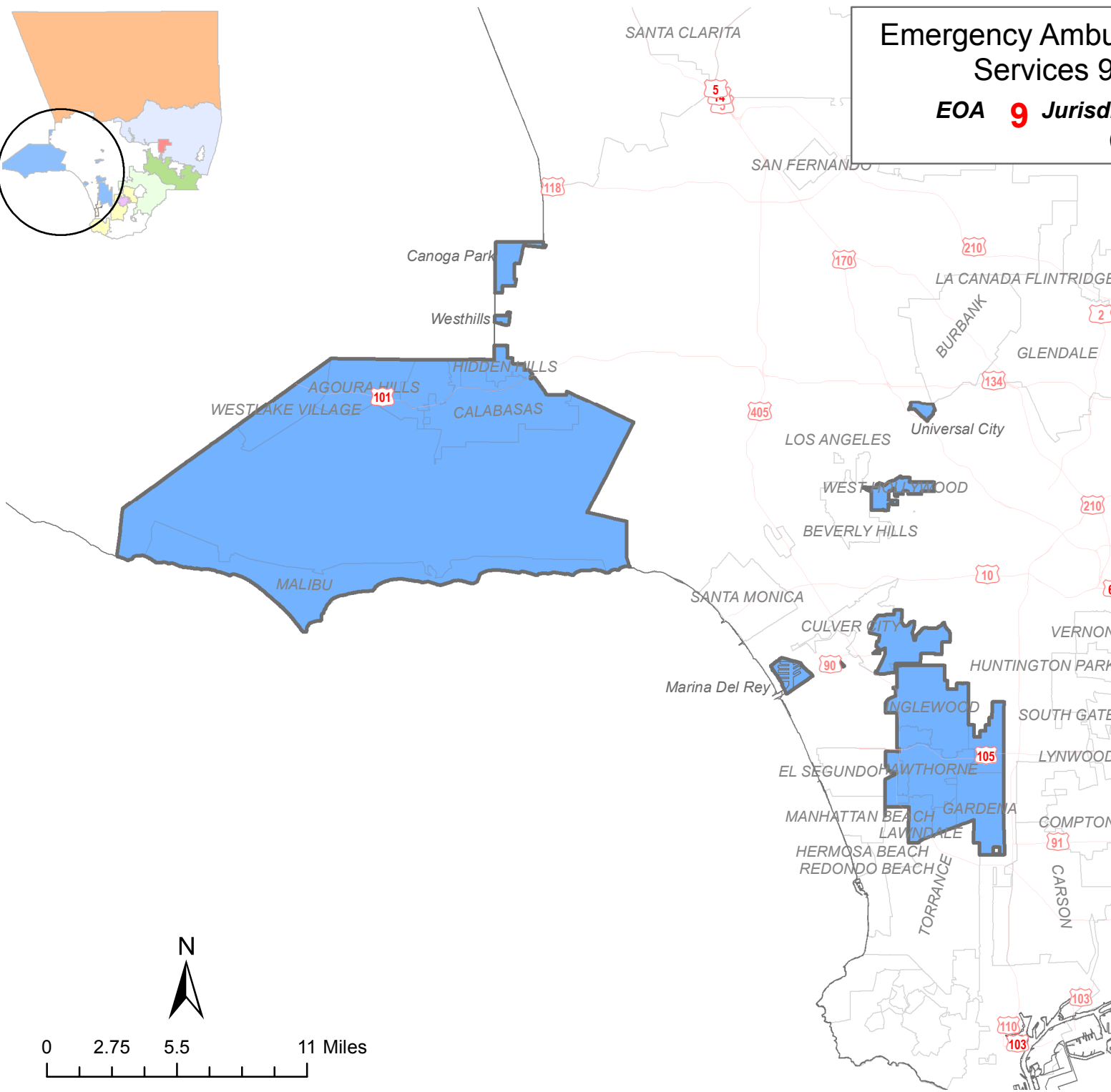
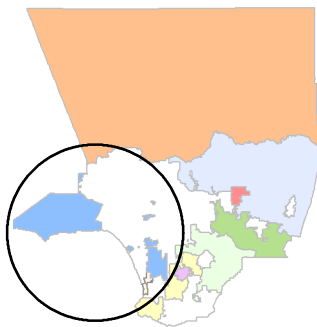
- *Northern: Ventura County Border
- *Western: Pacific Ocean, Los Angeles City Limit, El Segundo City Limit, Manhattan Beach City Limit
- *Eastern: Los Angeles City
- *Southern: Torrance City Limit and Redondo Beach City Limit

DEMOGRAPHIC DATA

Population: 559,296
 % Below Poverty: 13.54%
 Incidents: 43,801 (Rate: 7.83%)
 ALS (% per inc): 14,651 (33.45%)
 BLS (% per inc): 18,158 (41.46%)
 Non Transport (% per inc): 10,992 (25.10%)
 Estimated County Responsible Transports: 7,659

Sources:

- *Incident Data: Los Angeles County Fire Dept
- *Population and Poverty Data: -2010 Census Data



APPENDIX D

DEPARTMENT OF HEALTH SERVICES

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

**APPENDIX D – REQUIRED FORMS
LIST OF EXHIBITS**

Exhibits

BUSINESS PROPOSAL FORMS

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 EMERGENCY RESPONSE HISTORY
- 3 PROPOSER'S SERVICE CAPABILITIES
- 4 PROPOSER'S EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENTS
- 5 PROPOSER'S COMPLETED AGREEMENTS
- 6 PROPOSER'S LIST OF TERMINATED AGREEMENTS FOR NON-PERFORMANCE
- 7 PROPOSER'S PENDING LITIGATIONS AND JUDGEMENTS
- 8 START-UP PERIOD OPERATIONS BUDGET
- 9 FIRST YEAR OPERATIONS BUDGET
- 10 CERTIFICATION OF NO CONFLICT OF INTEREST
- 11 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 12 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- 13 PROPOSER'S EEO CERTIFICATION
- 14 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 15 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM - CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
- 16 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- 17 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION
- 18 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM
- 19 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTIONS (2 C.F.R. PART 376)

**APPENDIX D – REQUIRED FORMS
LIST OF EXHIBITS**

EOA SPECIFIC PROPOSAL FORMS

20 DEPLOYMENT PLAN

EOA SPECIFIC PRICE PROPOSAL FORMS

21 GENERAL PUBLIC AMBULANCE RATE SHEET

22 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &
ACKNOWLEDGEMENT OF RFP RESTRICTIONS

23 ANTI-KICKBACK CERTIFICATION

**REQUIRED FORMS - EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT**

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in an Agreement. If an item is not applicable to your firm, indicate with "N/A".

1. Indicate for which EOA(s) your firm is proposing:

1 2 3 4 5 6 7 8 9

Is your firm a Jurisdictional Fire Department? No Yes **If yes**, skip to item no. 12 below.

If no responsive proposals are received for the following EOAs, indicate if your firm would be willing to absorb the EOA (Contingencies listed in Sub-paragraph 1.1, Purpose) by checking the "Yes" box.

EOA 2 Yes

EOA 6 Yes

EOA 8 Yes

2. Indicate your firm's total Calendar Year 2014 Incident Volume:

3. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

| Name | State | Year Inc. |
|------|-------|-----------|
| | | |

4. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

5. If your firm is doing business under one or more DBAs, please list all DBAs and the County(s) of registration:

| Name | County of Registration | Yr. became DBA |
|------|------------------------|----------------|
| | | |
| Name | County of Registration | Yr. became DBA |
| | | |
| Name | County of Registration | Yr. became DBA |
| | | |

6. Is your firm wholly or majority owned by, or a subsidiary of, another firm? No Yes **If yes, Name of parent firm:**

State of incorporation or registration of parent firm:

7. Does your firm hold a controlling interest in any other firm(s)? No Yes **If yes, Name of firm(s):**

8. Does your firm have any financial interests in any other related firm(s)? No Yes **If yes, Name of firm(s):**

9. List the names of persons with whom the Proposer has been associated in business as partners or business associates in the last five (5) years.

10. List the number of years your firm has been in business under the present business name.

11. List any other names your firm has done business as.

| Name | Yr. of Name Change |
|------|--------------------|
| | |
| Name | Yr. of Name Change |
| | |
| Name | Yr. of Name Change |
| | |

12. Attach an organizational chart with full names and titles illustrating your firm's management structure. In addition, attach resumes for your firm's principal individuals of your firm's present organization that includes an explanation of experience in the service to be provided or similar experience.

13. Attach a copy of your firm's current, valid California Highway Patrol (CHP) Emergency Ambulance Operator License and list the license number below.

14. Attach a copy of your firm's current, valid County Ambulance Operator License and list the license number below. If your firm is not currently licensed, attach documentation that your firm has submitted its application for its County Ambulance Operator's License prior to the proposal submission deadline.

Note: Do not include County issued ambulance vehicle licenses.

15. Attach copies of your firm’s current, valid Ambulance Operator License(s) from other cities or counties in California, and list the license number and city/county below.

| | |
|--------------------|-----------------------|
| License No. | City or County |
| | |
| License No. | City or County |
| | |
| License No. | City or County |
| | |

16. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

17. Proposer Acknowledgements and Certifications

- A. Proposer acknowledges and certifies that if requested by County, it will provide County with any other information County determines is necessary for an accurate determination of Proposer’s qualifications to perform the services outlined in this RFP.

Initials: _____

- B. Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal (RFP).

Initials: _____

- C. Proposer acknowledges the right of County to audit Proposer’s financial and other records in connection with the evaluation of Proposer’s proposal submission.

Initials: _____

- D. Proposer acknowledges and certifies that it understands that if selected as a result of this RFP it will have to demonstrate, within the timelines established in this RFP and through negotiations, to the satisfaction of County, that Proposer will be able to meet the requirements of Appendix B- General Statement of Work and Appendix C- EOA Specific Statements of Work upon the service start date indicated in Sub-paragraph 1.1, Purpose, of this RFP.

Initials: _____

- E. Proposer certifies that it has not had, within the last five (5) years prior to the proposal submission deadline, State or County or City Ambulance Operator's license, ambulance vehicle permit, or any other permit, license, or certificate required for the operation of Emergency Ambulance Transportation Services, revoked, suspended, placed on probation (other than for the reason of being a new permittee), or denied. If Proposer is unable to provide such certification, indicate below and attach a document to the end of this Exhibit 1

that shall set forth all facts and circumstances surrounding such revocation, suspension, probation, or denial.

Initials: _____

- F. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. Furthermore, Proposer certifies that all statements in the submitted proposal are true. This shall constitute a warranty, the falsity of which shall entitle County the right to pursue any remedy authorized by law, which shall include the right, at County's discretion, of declaring any Agreement made as a result thereof to be void.

Initials: _____

| |
|------------------------|
| Proposer's Name |
| |
| Address |
| |

| | | |
|------------------------|--------------------------|--------------------|
| E-mail address: | Telephone number: | Fax number: |
| | - - | - - |

On behalf of _____ (Proposer's name), I _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

| | | |
|--------------|--|-----------------------------|
| Title | CA Secretary of State Entity Number | |
| | | |
| Date | IRS Employer Identification Number | County WebVen Number |
| | | |

- 1 **DATE** = Date run received.
- 2 **RUN #** = Run number assigned by Proposer.
- 3 **INCIDENT NUMBER** = Incident number assigned by the Jurisdictional Fire Department.
- 4 **PICK-UP ADDRESS** = The address of service location or cross street, if applicable.
- 5 **PICK-UP CITY/COMMUNITY** = The name of the city/community where the Patient pickup address lies within.
URBAN/RURAL = Urban: all census tracts with a population density of 100 or more persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 100 or more persons per square mile. **Rural:** all census tracts with a population density of 10 to 99 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 10 to 99 persons per square mile.
- 7 **TIME CALL RECEIVED** = Time at which the Proposer received the initial call for service.
- 8 **TIME DISPATCHED** = The time the Ambulance was actually dispatched.
- 9 **TIME EN ROUTE** = The initial deployment time of the Ambulance.
- 10 **TIME AT SCENE** = The time the Ambulance arrived at the physical location/address of the incident.
- 11 **TIME CANCELED** = The time the Proposer's dispatch office received the cancellation call.
- 12 **TOTAL RESPONSE TIME** = The time from initial dispatch to arrival at the physical location/address of incident.

Proposer's Service Capability- Ambulances

Instructions: Provide the requested information under the appropriate column for each Ambulance in your firm's California fleet. If your firm is proposing to use an Ambulance not in the California fleet, include it in your listing. Sort the listing of Ambulances from smallest to largest by Column labeled "EOA". If your firm is not proposing to assign a particular Ambulance within an EOA, indicate with "N/A". Insert additional rows as necessary. See additional instructions that correspond with the numbered columns below.

- (1) Type I, Type II, Modular, or Sprinter.
- (2) Include Manufacture Year, if different than Model Year.
- (3) Include any rollover mileage.
- (4) Must be within last 90 days of proposal submission deadline.
- (5) Refers to vehicle out of service other than for routine maintenance. Calculate the average vehicle out of service rate per month based on the individual vehicle's failure rates per month for the past year from the RFP release date.

Total No. of Ambulances in the fleet:

Average age of vehicles in the fleet:

What percentage of Ambulance fleet is owned?

What percentage of Ambulance fleet is leased or rented?

Are all Ambulances listed below currently licensed by California Highway Patrol? If not, explain.

| EOA No. | Current Assignment Location (City/State) | Current Assignment Completion Date | Dedicated Vehicle or Backup Vehicle? | Bariatric Vehicle? (Yes/No) | License Plate No. | Unit No. | Vehicle ID No. (VIN) | Manufacturer, Model Name, and No. | (1) Type | (2) Model Year | (3) Actual Mileage | (4) Date of mileage recording | Automotive Ambulance Standard (e.g. NFPA 1917) | (5) Average Vehicle Out of Service Rate per Month |
|---------|--|------------------------------------|--------------------------------------|-----------------------------|-------------------|----------|----------------------|-----------------------------------|-------------|-------------------|-----------------------|----------------------------------|--|--|
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Proposer's Service Capability- Staffing

Instructions: Provide the information in the table below about your firm's California staff. If your firm is proposing to use staff not currently based in California, include them in your listing. Insert additional rows as necessary. See additional instructions below that correspond with the numbered columns.

- (1) How long has the employee been working with your firm?
- (2) If this employee will be assigned to work in an EOA, identify which EOA. If this employee will not be assigned to an EOA, indicate "N/A". Sort within each Job Category by Column I, "Proposed EOA Assignment" from smallest to largest.
- (3) Indicate the location that this employee is currently assigned.
- (4) Indicate the completion date of the current assignment (e.g. firm's contract ending in that location).
- (5) Identify all licenses/certificates the employee possesses and list the license/certificate number.

| Job Categories: | Name | | (1) | Check one: | | Shift Length | (2) | (3) | (4) | (5) |
|----------------------------------|------|-------|------------------|------------|-----------|--------------|-------------------------|--------------------|--|----------------------|
| | Last | First | Years of Service | Full-time | Part-time | | Proposed EOA Assignment | Current Assignment | Current Assignment Anticipated Completion Date | Licenses/Certificate |
| Ambulance Driver | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Ambulance Attendant | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Ambulance Unit Supervisor | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |

Proposer's Service Capability- Staffing

| Job Categories: | Name | | (1) Years of Service | Check one: | | Shift Length | (2) Proposed EOA Assignment | (3) Current Assignment | (4) Current Assignment Anticipated Completion Date | (5) Licenses/Certificate |
|-------------------------------------|------|-------|-------------------------|------------|-----------|--------------|--------------------------------|---------------------------|---|-----------------------------|
| | Last | First | | Full-time | Part-time | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Dispatcher/Call Taker | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Supervising Disptacher | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Mechanics | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Fleet Maintenance Supervisor | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |

Proposer's Service Capability- Staffing

| Job Categories: | Name | | (1) | Check one: | | Shift | (2) | (3) | (4) | (5) |
|--|------|-------|------------------|------------|-----------|--------|-------------------------|--------------------|--|-----------------------|
| | Last | First | Years of Service | Full-time | Part-time | Length | Proposed EOA Assignment | Current Assignment | Current Assignment Anticipated Completion Date | Licenses/ Certificate |
| Average Years of Service | | | | | | | | | | |
| Shop Assistant | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Licensed Registered Nurse (RNs) | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Licensed Physicians | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |
| Administrative Staff | | | | | | | | | | |
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| Average Years of Service | | | | | | | | | | |

PROPOSER'S EMERGENCY AMBULANCE TRANSPORTATION 9-1-1 RESPONSE AGREEMENTS

Instructions: Provide the following information for current and previous Emergency Ambulance Transportation 9-1-1 Response Services Agreements within the last four years from the proposal submission deadline. Not applicable for Jurisdictional Fire Department Proposers.

| | |
|--|---|
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Calendar Year 2014 Incident Volume: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Calendar Year 2014 Incident Volume: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Calendar Year 2014 Incident Volume: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Calendar Year 2014 Incident Volume: | Dollar Amount: \$ |

NOTE: Attach additional pages if necessary

Page No. _____

PROPOSER'S COMPLETED AGREEMENTS

Instructions: List Agreement(s) completed within the last five (5) years .

| | |
|-----------------------------------|---|
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Type of Services Provided: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Type of Services Provided: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Type of Services Provided: | Dollar Amount: \$ |
| | |
| Name (contracting agency): | Location (area served): |
| Contract Number: | Specific Date of Contract - From - To / / - / / |
| Type of Services Provided: | Dollar Amount: \$ |

NOTE: Attach additional pages if necessary

Page No. _____

Proposer's Name:

PROPOSER'S LIST OF TERMINATED AGREEMENTS FOR NON-PERFORMANCE

Instructions: List of all Agreement(s) past or future that have been/or will be terminated for non-performance.

| | | | |
|--------------------------------|-----------------------------|-----------------------|---------------------------|
| Name of Entity | Address | Contact Person | Telephone # () |
| Contract No. | Date of Termination: | | |
| Reason for Termination: | | | |
| | | | |
| Name of Entity | Address | Contact Person | Telephone # () |
| Contract No. | Date of Termination: | | |
| Reason for Termination: | | | |
| | | | |
| Name of Entity | Address | Contact Person | Telephone # () |
| Contract No. | Date of Termination: | | |
| Reason for Termination: | | | |
| | | | |
| Name of Entity | Address | Contact Person | Telephone # () |
| Contract No. | Date of Termination: | | |
| Reason for Termination: | | | |

NOTE: Attach additional pages if necessary

Page No. _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Instructions: Provide an explanation of any litigation involving Proposer or any principal officers thereof, in connection with any contract for similar services. If the Proposer has no pending Litigation and/or Judgments, provide a statement indicating so.

| | |
|---|--|
| Name of Entity | Case and court jurisdiction of any pending litigations in which Proposer is involved: |
| <hr/> | |
| Judgment against Proposer: | |
| <hr/> | |
| Statement describing the size and scope of any pending or threatened litigation against the Proposer | |
| <hr/> | |
| Name of Entity | Case and court jurisdiction of any pending litigations in which Proposer is involved: |
| <hr/> | |
| Judgment against Proposer: | |
| <hr/> | |
| Statement describing the size and scope of any pending or threatened litigation against the Proposer | |
| <hr/> | |

Proposer's Name:

Start-up Period Operations Budget- EOA Specific

EOA No.

Instructions: Indicate the estimated amount of operating capital and the operating costs required to perform the services described in this RFP for the three (3) month start-up period commencing upon Board approval of selected Proposer. Include the operating capital and costs for the EOA for which your firm is submitting a proposal. Give a detailed breakdown by specific category (e.g. personnel, equipment, etc.). Complete one EOA Specific Operations Budget per EOA for which your firm is submitting a proposal. Delete examples and insert additional rows if necessary.

| | | | F.T.E Cost (Start-up 3 months) | Total Estimate |
|--------------------------------------|--|---------------|---|---------------------------|
| I. Personnel | | F.T.E. | | |
| | (e.g.EMT, Dispatcher, etc.) | 10.0 | \$ 10,000 | \$ 100,000 |
| | Subtotal | 10.0 | | \$ 100,000 |
| II. Employee Benefits (EB) | | 10.0 | \$ 4,000 | \$ 40,000 |
| | Subtotal Personnel and EB | | | \$ 140,000 |
| | | Units | Unit Cost (Start-up 3 months) | |
| III. Vehicle Purchase/ Leases | | | | |
| | (e.g. Ambulances, etc.) | 15.0 | \$ 150,000 | \$ 2,250,000 |
| | Subtotal | | | \$ 2,250,000 |
| IV Vehicle Maintenance | | | | |
| | (e.g. Maintenance contract) | | \$ 500,000 | \$ 500,000 |
| | Subtotal | | | \$ 500,000 |
| V Equipment and Supplies | | | | |
| | (e.g. ambulance inventory, communications equipment, etc.) | | | \$ 1,000,000 |
| | Subtotal | | | \$ 1,000,000 |
| VI. Other Cost | | | | |
| | (e.g. construction/remodeling of station locations, etc.) | | | \$ 500,000 |
| | Subtotal | | | \$ 500,000 |
| VII. Indirect Costs | | | | |
| | (e.g. administrative overhead, etc.) | | | \$ 500,000 |

Start-up Period Operations Budget- EOA Specific

EOA No. _____

| | | | | | |
|--|----------------------------------|--|--|--|---------------------|
| | Subtotal | | | | \$ 500,000 |
| | | | | | |
| | EOA SPECIFIC TOTAL BUDGET | | | | \$ 4,890,000 |

Proposer's Name:

Start-up Period Operations Budget- Proposal

Instructions: Indicate the estimated amount of operating capital and the operating costs required to perform the services described in this RFP for the three (3) month start-up period commencing upon Board approval of selected Proposer(s). Include the operating capital and costs for all EOAs for which your firm is submitting a proposal. Give a detailed breakdown by specific category (e.g. personnel, equipment, etc.) by EOA. For EOAs for which your firm is **not** submitting a proposal, leave the corresponding row blank.

| List the EOAs for which your firm is submitting a proposal: | | | |
|--|----------------------------------|--|--|
| | | | Start-up Period Estimate (3 months) |
| I. Personnel | | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| II. Employee Benefits (EB) | | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| | Subtotal Personnel and EB | | \$ - |
| III. Vehicle Purchase/ Leases | | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |

Proposer's Name:

Start-up Period Operations Budget- Proposal

| | | | |
|-------------|-------------------------------|--|------|
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| IV | Vehicle Maintenance | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| V | Equipment and Supplies | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| VI. | Other Cost | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| VII. | Indirect Costs | | |
| | EOA No. 1 | | |
| | EOA No. 2 | | |
| | EOA No. 3 | | |
| | EOA No. 4 | | |

Start-up Period Operations Budget- Proposal

| | | | |
|--|------------------------------|--|-------------|
| | EOA No. 5 | | |
| | EOA No. 6 | | |
| | EOA No. 7 | | |
| | EOA No. 8 | | |
| | EOA No. 9 | | |
| | Subtotal | | \$ - |
| | | | |
| | | | |
| | PROPOSAL TOTAL BUDGET | | \$ - |

First Year of Service Operations Budget- EOA Specific

EOA No.

Instructions: Indicate the estimated amount of operating capital and the operating costs required to perform the services described in this RFP for the first year of service. Include the operating capital and costs for the EOA for which your firm is submitting a proposal. Give a detailed breakdown by specific category (e.g. personnel, equipment, etc.). Complete one EOA Specific Operations Budget per EOA for which your firm is submitting a proposal. Delete examples and insert additional rows if necessary.

| | | | F.T.E. Cost | Total |
|-------------|--|---------------|--------------------|---------------------|
| I. | Personnel | F.T.E. | (Annual) | Estimate |
| | (e.g. EMT, Dispatcher, etc.) | 10.0 | \$ 10,000 | \$ 100,000 |
| | Subtotal | 10.0 | \$ 10,000 | \$ 100,000 |
| II. | Employee Benefits (EB) | 10.0 | \$ 20,000 | \$ 200,000 |
| | Subtotal Personnel and EB | | | \$ 300,000 |
| III. | Vehicle Purchase/ Leases | Units | Unit Cost | |
| | (e.g. Ambulances, etc.) | 15.0 | \$ 150,000 | \$ 2,250,000 |
| | Subtotal | | | \$ 2,250,000 |
| IV. | Vehicle Maintenance | | \$ 500,000 | \$ 500,000 |
| | (e.g. Maintenance contract) | | | |
| | Subtotal | | | \$ 500,000 |
| V. | Equipment and Supplies | | | \$ 1,000,000 |
| | (e.g. ambulance inventory, communications equipment, gasoline, etc.) | | | |
| | Subtotal | | | \$ 1,000,000 |
| VI. | Other Cost | | | \$ 500,000 |
| | (e.g. 9-1-1 dispatch costs, performance bond premium, etc.) | | | |
| | Subtotal | | | \$ 500,000 |
| VII. | Indirect Costs | | | \$ 500,000 |
| | (e.g. administrative overhead, etc.) | | | |
| | Subtotal | | | \$ 500,000 |
| | EOA SPECIFIC TOTAL BUDGET | | | \$ 5,050,000 |

Proposer's Name:

First Year of Service Operations Budget- Proposal

Instructions: Indicate the estimated amount of operating capital and the operating costs required to perform the services described in this RFP for the first year of service. Include the operating capital and costs for all EOAs for which your firm is submitting a proposal. Give a detailed breakdown by specific category (e.g. personnel, equipment, etc.) by EOA. Delete rows for EOAs for which your firm is **not** submitting a proposal.

| List the EOAs for which your firm is submitting a proposal: | | | |
|--|--|--|------------------------|
| | | | Annual Estimate |
| I. Personnel | | | |
| EOA No. 1 | | | |
| EOA No. 2 | | | |
| EOA No. 3 | | | |
| EOA No. 4 | | | |
| EOA No. 5 | | | |
| EOA No. 6 | | | |
| EOA No. 7 | | | |
| EOA No. 8 | | | |
| EOA No. 9 | | | |
| Subtotal | | | \$ - |
| II. Employee Benefits (EB) | | | |
| EOA No. 1 | | | |
| EOA No. 2 | | | |
| EOA No. 3 | | | |
| EOA No. 4 | | | |
| EOA No. 5 | | | |
| EOA No. 6 | | | |
| EOA No. 7 | | | |
| EOA No. 8 | | | |
| EOA No. 9 | | | |
| Subtotal | | | \$ - |
| Subtotal Personnel and EB | | | \$ - |
| III. Vehicle Purchase/ Leases | | | |
| EOA No. 1 | | | |
| EOA No. 2 | | | |
| EOA No. 3 | | | |
| EOA No. 4 | | | |
| EOA No. 5 | | | |
| EOA No. 6 | | | |
| EOA No. 7 | | | |
| EOA No. 8 | | | |

First Year of Service Operations Budget- Proposal

| | | | | |
|-------------|-------------------------------|--|--|------|
| | EOA No. 9 | | | |
| | Subtotal | | | \$ - |
| IV | Vehicle Maintenance | | | |
| | EOA No. 1 | | | |
| | EOA No. 2 | | | |
| | EOA No. 3 | | | |
| | EOA No. 4 | | | |
| | EOA No. 5 | | | |
| | EOA No. 6 | | | |
| | EOA No. 7 | | | |
| | EOA No. 8 | | | |
| | EOA No. 9 | | | |
| | Subtotal | | | \$ - |
| V | Equipment and Supplies | | | |
| | EOA No. 1 | | | |
| | EOA No. 2 | | | |
| | EOA No. 3 | | | |
| | EOA No. 4 | | | |
| | EOA No. 5 | | | |
| | EOA No. 6 | | | |
| | EOA No. 7 | | | |
| | EOA No. 8 | | | |
| | EOA No. 9 | | | |
| | Subtotal | | | \$ - |
| VI. | Other Cost | | | |
| | EOA No. 1 | | | |
| | EOA No. 2 | | | |
| | EOA No. 3 | | | |
| | EOA No. 4 | | | |
| | EOA No. 5 | | | |
| | EOA No. 6 | | | |
| | EOA No. 7 | | | |
| | EOA No. 8 | | | |
| | EOA No. 9 | | | |
| | Subtotal | | | \$ - |
| VII. | Indirect Costs | | | |
| | EOA No. 1 | | | |
| | EOA No. 2 | | | |
| | EOA No. 3 | | | |

First Year of Service Operations Budget- Proposal

| | | | |
|------------------------------|--|--|-------------|
| EOA No. 4 | | | |
| EOA No. 5 | | | |
| EOA No. 6 | | | |
| EOA No. 7 | | | |
| EOA No. 8 | | | |
| EOA No. 9 | | | |
| Subtotal | | | \$ - |
| | | | |
| PROPOSAL TOTAL BUDGET | | | \$ - |

REQUIRED FORMS - EXHIBIT 10
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

| |
|-----------------------|
| Proposer Name: |
|-----------------------|

| |
|---------------------------------|
| Proposer Official Title: |
|---------------------------------|

| |
|---------------------|
| Date: - - |
|---------------------|

Official's Signature

REQUIRED FORMS - EXHIBIT 11

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- Proposer is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
- Each such County Lobbyist retained by the Proposer is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their proposal.

Signature: _____ Date: _____

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME:
CAGE CODE:

NAICS CODE:

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) | | | | | | |
|---|--|--------|----------|--------|-------|--------|
| Number of California Employees: | | | | | | |
| Total Number of Employees (including owners): | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the total number of employees of Firm into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | | | | | | |

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|-----------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Dis-advantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|----------------|------------------|-----------------|
| | | | | | |

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | | | |
|-----------------------|----------------------|-------|------|
| Print Authorized Name | Authorized Signature | Title | Date |
| | | | - - |

REQUIRED FORMS - EXHIBIT 13
PROPOSER'S EEO CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL

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

| CERTIFICATION | YES | NO |
|---|--------------------------|--------------------------|
| 1. Proposer has written policy statement prohibiting discrimination in all phases of employment. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Proposer periodically conducts a self-analysis or utilization analysis of its work force. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | <input type="checkbox"/> | <input type="checkbox"/> |

Signature

Date: - - -

Name of Signer: _____

Title: _____

REQUIRED FORMS - EXHIBIT 14

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County) NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES NO N/A (Program not available)

Proposer Organization: _____

Signature: _____

Type or Print Name: _____

Type or Print Title: _____

Date: - -

Telephone Number: - -

FAX Number: - -

REQUIRED FORMS - EXHIBIT 15

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

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

| | | |
|--------------------------------|------------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: - - | | |
| Solicitation For | Services: | |

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

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

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

| | |
|--------------------|---------------------|
| Print Name: | Title: |
| Signature: | Date: - - |

REQUIRED FORMS - EXHIBIT 16
CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

The following definitions shall be applicable to the program.

Los Angeles County Code Chapter 2.206.020 A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

Los Angeles County Code Chapter 2.206.020 C. “County Property Taxes” shall mean any property tax obligation on the County’s secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

To the best of its knowledge, after a reasonable inquiry, the Proposer is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

OR

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, Pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

| | |
|--------------------|---------------------|
| Print Name: | Title: |
| Signature: | Date: - - |

**REQUIRED FORMS - EXHIBIT 17
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION**

| | | |
|-------------------------|---------------|------------------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

| | |
|--------------------|---------------------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: - - |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

REQUIRED FORMS - EXHIBIT 18

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

Company Name: _____

All Proposers requesting the Disabled Veteran Business Enterprise (DVBE) Preference must complete and return this form with the submittal of their proposal.

In reviewing proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Proposer understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

As of the date of this proposal, I am certified as indicated below and I request this proposal be considered for the DVBE Preference: *(Check one of the boxes below)*

- Disabled Veteran Enterprise with the State of California
- Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

| | |
|-------------------------------|---------------------|
| PRINT AUTHORIZED NAME: | TITLE: |
| AUTHORIZED SIGNATURE: | DATE: - - |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

REQUIRED FORMS - EXHIBIT 19

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

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
1. Proposer further agrees by submitting this proposal that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376),” as set forth in the text of the Sample Contract attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 2. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
4. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
5. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owners, officers, partners, directors, other principals, employees, or independent contractors of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Proposer hereby certifies that neither it nor any of its subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: - -

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

EOA No. __ Deployment Plan - Ambulances

Instructions: Provide the requested information under the appropriate column for each Ambulance your firm is proposing to assign within the EOA. If the Ambulance is not currently in your firm's fleet, input as much information as is available and for information that is not available indicate with "N/A". Sort the listing of Ambulances from Z to A by the column labeled "Currently Owned, Leased, or Rented?". See additional instructions that correspond with the numbered columns below. Insert additional rows as necessary.

- (1) Indicate where each Ambulance will be stationed within the EOA.
- (2) Type I, Type II, Modular, or Sprinter.
- (3) Include Manufacture Year, if different.
- (4) Include any rollover mileage.
- (5) Must be within last 90 days of proposal submission deadline.
- (6) Failure refers to vehicle out of service other than for routine maintenance. Calculate the average vehicle failure rate per month based on the individual vehicle's failure rates per month for the past year from the RFP release date.

Total No. of Ambulances assigned: _____

No. of Ambulances currently owned, leased, or rented: _____

No. of Ambulances to be acquired: _____

Are all Ambulances listed below currently licensed by California Highway Patrol? If not, explain. _____

| | | (1) | | | | | | | (2) | (3) | | (4) | (5) | (6) |
|--|---------------------------|----------------------------|--------------------------------------|-----------------------------|-------------------|----------|----------------------|-----------------------------------|------|------------|--|----------------|---------------------------|--|
| Currently Owned, Leased, or Rented? (Yes/No) | Owned, Leased, or Rented? | Ambulance Station Location | Dedicated Vehicle or Backup Vehicle? | Bariatric Vehicle? (Yes/No) | License Plate No. | Unit No. | Vehicle ID No. (VIN) | Manufacturer, Model Name, and No. | Type | Model Year | Automotive Ambulance Standard (e.g. NFPA 1917) | Actual Mileage | Date of mileage recording | Average Vehicle Failure Rate per month |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
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EOA No. __ Deployment Plan - Safety Equipment/Emergency Care Equipment/Supplies

Instructions: Provide the information requested below for safety and emergency care equipment that shall be part of the inventory of each Ambulance as required in Appendix B- Statement of Work, Sub-paragraph 5.5.3, that exceed the requirements as specified in Title 13, California Code of Regulations and in the County's Prehospital Care Manual. Insert additional rows as necessary. If your firm does not currently have the following equipment for each Ambulance, input as much information as is available and for information that is not available indicate with "N/A". Sort the listing of equipment within each category from Z to A by the column labeled "Currently Owned, Leased, or Rented?". Insert additional rows as necessary.

"X" the appropriate box below:

- Proposer possesses all the safety equipment, emergency care equipment, and supplies that shall be part of the inventory of each Ambulance as required in Appendix B- Statement of Work, Sub-paragraph 5.5.3, that meet the requirements as specified in Title 13, California Code of Regulations and in the County's Prehospital Care Manual.
- Proposer does not possess all the safety equipment, emergency care equipment, and supplies that shall be part of the inventory of each Ambulance as required in Appendix B- Statement of Work, Sub-paragraph 5.5.3, that meet the requirements as specified in Title 13, California Code of Regulations and in the County's Prehospital Care Manual.

| Category | Currently Owned, Leased, or Rented? (Yes/No) | Serial No. | Manufacturer | Model Name | Model No. |
|--------------------------|--|------------|--------------|------------|-----------|
| Stair Chairs | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Power Lift Gurney | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

EOA No. __ Deployment Plan - Safety Equipment/Emergency Care Equipment/Supplies

| Category | Currently Owned, Leased, or Rented? (Yes/No) | Serial No. | Manufacturer | Model Name | Model No. |
|---|--|------------|--------------|------------|-----------|
| Automated External Defibrillator | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Other | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

EOA No. ____ Deployment Plan - Ambulance Maintenance Location

Instructions: Provide the information below for where your firm will maintain the Ambulances assigned to the proposed EOA. If your firm does not currently have an Ambulance maintenance location to serve this proposed EOA, input as much information as is available and for information that is not available indicate with "N/A". See additional instructions below that correspond with the numbered columns. Insert additional rows as necessary.

(1) If your firm performs in-house maintenance, indicate if the property is owned or leased and attach a deed or lease agreement, as applicable. Provide documentation that the location is zoned from the appropriate entity.

(2) If your firm contracts out Ambulance maintenance, provide the requested information. If not applicable, indicate with "N/A".

| Currently operated or Proposed Location? | (1) Owned or Leased? | Address | Zip Code | Days and Hours of Operation | No. of Service Bays | In-house or Contracted Out? | (2) Company Name | (2) Contract No. |
|--|-------------------------|---------|----------|-----------------------------|---------------------|-----------------------------|---------------------|---------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

EOA No. ____ Deployment Plan - Ambulance Station Locations

Instructions: Provide the information below for your firm's ambulance station locations, as defined in Sub-paragraph 4.5 of Appendix B- Statement of Work, in the proposed EOA. If your firm does not currently have ambulance station locations within this EOA, provide as much information as is available and for information not available indicate with "N/A". See additional instructions that correspond with the numbered column below. Insert additional rows as necessary.

(1) Attach copies of the deed or lease agreement for the property(ies), as applicable. Provide documentation that the location is zoned from the appropriate entity.

| No. | Currently operated or proposed location? | No. of staff to be assigned to location per shift | (1) Owned or Leased Location? | Address | Zip Code | Description of Station Facilities (e.g. size of living quarters, no. of bathrooms, etc.) |
|-----|--|---|----------------------------------|---------|----------|--|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Proposer's Name:

EOA No. ___ Deployment Plan - Staffing

Instructions: Provide the information in the table below about how your firm will staff the proposed EOA. Insert additional rows if necessary. See additional instructions below that correspond with the numbered rows and columns. Insert additional rows as necessary.

- (1) If position is vacant, indicate To Be Determined (TBD), leave all other information blank.
- (2) How long has the employee been working with your firm?
- (3) Will this employee only be assigned to work in the EOA identified above?
- (4) Identify the shift length such staff will be working (e.g. 8 hours, 12 hours, etc.)
- (5) Identify all Licenses/Certificates the employee possesses, list the license and/or certificate number, and the respective expiration date.
- (6) As defined in Sub-paragraph 5.2 of Appendix B- Statement of Work.

| Job Categories | | (1) Name | | (2) Years of Service | (3) Exclusive to EOA | | Shift Length | (5) Licenses/Certificate |
|----------------------------------|---|-------------|-------|----------------------------|-------------------------|--|-----------------|-----------------------------|
| | | Last | First | Yes | No | | | |
| (6) Project Manager | | | | | | | | |
| | 1 | | | | | | | |
| Ambulance Driver | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Ambulance Attendant | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Ambulance Unit Supervisor | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Dispatcher/Call Taker | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |

EOA No. ___ Deployment Plan - Staffing

| Job Categories | | (1) Name | | (2) Years of Service | (3) Exclusive to EOA | | Shift Length | (5) Licenses/Certificate |
|-------------------------------------|---|-------------|-------|----------------------------|-------------------------|----|-----------------|-----------------------------|
| | | Last | First | | Yes | No | | |
| | 3 | | | | | | | |
| Supervising Dispatcher | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Mechanic | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Fleet Maintenance Supervisor | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| Shop Assistant | | | | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |

Proposer's Name:

EOA No. ___ Deployment Plan - Backup Providers

Instructions: Provide the information below for the companies that will serve as your firm's Backup Providers, in accordance with Paragraph 3.0 of Appendix B- Statement of Work. If your firm does not currently have Backup Providers in place to serve within this EOA, input as much information as is available and for information that is not available indicate with "N/A". See additional instructions that correspond with the numbered columns below. Insert additional rows as necessary.

- (1) Attach a copy of the Backup Provider's County Ambulance Operator License.
- (2) Attach a copy of the Backup Provider's California Highway Patrol Ambulance Operator License.
- (3) Attach a copy of the contract between your firm and the Backup Provider.

| Company Name | (1) County Ambulance Operator License No. | (2) California Highway Patrol Ambulance Operator License No. | (3) Contract No. | Contract Start Date | Contract End Date |
|--------------|---|---|------------------------|------------------------|----------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Proposer's Name:

EOA No. ____ Deployment Plan - Office Locations

Instructions: Provide the information below for Proposer's office locations that meet the requirements of Sub-paragraph 4.0 of Appendix B- Statement of Work. If your firm does not currently have the below offices to serve the proposed EOA, provide as much information as is available and for information that is not available indicate with "N/A". See additional instructions that correspond with the numbered column below. Insert additional rows as necessary.

(1) Attach copies of the deed or lease agreement for the property(ies), as applicable.

| Office Type | Currently operated or proposed location? | (1) Owned or Leased Location? | Address | Zip Code | State |
|------------------------|--|----------------------------------|---------|----------|-------|
| Business Office | | | | | |
| | | | | | |
| | | | | | |
| Dispatch Office | | | | | |
| | | | | | |
| | | | | | |

Proposer's Name: _____

**REQUIRED FORMS- EXHIBIT 21
GENERAL PUBLIC AMBULANCE RATE SHEET**

Instructions: Proposer shall provide its General Public Ambulance Rates for Emergency Ambulance Transportation Services 9-1-1 Response chargeable to Patients, their families, and third party payors for the services listed below. Such rates, which shall be equal to or less than the "Maximum County Code Rates" as set forth in County Code Section 7.16.280 et seq. below, and shall be in effect for the duration of any resultant Agreement from this RFP. Proposer shall indicate its ambulance rates in the column below, "Proposer's General Public Ambulance Rates, effective June 1, 2016 – June 30, 2026". If the Proposer's rate is equal to the Maximum County Code Rates, the Proposer should indicate "Equal"; if the Proposer's rate is discounted a percentage of the Maximum County Code Rates, the Proposer should indicate the percentage; or if Proposer will not charge for the respective service/supply, the Proposer should indicate "zero charge." If Proposer's ambulance rates are either equal to the Maximum County Code Rates, or, less than the Maximum County Code Rates by a percentage discount, then those proposed rates will be subject to adjustments made in relation to any subsequent changes in the Maximum County Code Rates*. If Proposer proposes to not charge for a particular service, such commitment shall remain in effect for the entire term of any resultant Agreement from this RFP.

*The Maximum County Code Rates are changed in accordance with County Code Sections 7.16.340 and 7.16.341 below.

COUNTY CODE SECTION 7.16.280

RATE SCHEDULE FOR AMBULANCES

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

| | <u>ITEM</u> | <u>Unit**</u> | <u>Maximum County Code Rates Effective July 1, 2015 - June 30, 2016</u> | <u>Proposer's General Public Ambulance Rates Effective June 1, 2016 – June 30, 2026</u> |
|----|--------------|---|---|---|
| 1. | ALS | per call | \$1609.00 | _____ |
| 2. | BLS | per call | \$1043.75 | _____ |
| 3. | Code 3 | per incident | \$ 130.75 | _____ |
| 4. | Code 2 | per incident | \$ 51.50 | _____ |
| 5. | Mileage Rate | per mile or fraction thereof | \$ 19.00 | _____ |
| 6. | Waiting time | per each 15-minute period or fraction thereof after the first 15 minutes of waiting time at the request of the person hiring the ambulance | \$ 51.50 | <u>N/A</u> |
| 7. | Standby Time | per each 15-minute period or fraction thereof after the first 15 minutes of standby time; in addition to the base rate for the prescribed level of service | \$ 49.25 | <u>N/A</u> |

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

Proposer's Name: _____

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

COUNTY CODE SECTION 7.16.290 RATES FOR MULTIPLE LOADS

- A. MULTIPLE LOADS SAME POINT per Section 7.16.290 Formula per Section 7.16.290 Formula
- B. MULTIPLE LOADS DIFFERENT POINT per Section 7.16.290 Formula per Section 7.16.290 Formula
- C. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

COUNTY CODE SECTION 7.16.310

SPECIAL CHARGES

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

| | | | |
|-----|---|-----------|-------|
| 1. | Request for services after 7:00 p.m. and before 7:00 a.m. of the next day | \$ 84.75 | _____ |
| 2. | Oxygen per tank or fraction thereof | \$ 65.75 | _____ |
| 3. | Backboard, Splints, KED | \$ 51.25 | _____ |
| 4. | Traction Splints | \$ 92.75 | _____ |
| 5. | Transport – Non-company Staff Medical Personnel- first one-half hour | \$ 32.75 | N/A |
| 6. | Neonatal transport | \$ 195.50 | N/A |
| 7. | Ice packs | \$ 27.25 | _____ |
| 8. | Bandages and Dressings | \$ 27.25 | _____ |
| 9. | Oxygen Cannula/Mask | \$ 27.25 | _____ |
| 10. | Cervical collar | \$ 46.00 | _____ |
| 11. | Obstetrical kit | \$ 50.25 | _____ |
| 12. | Burn Kit | \$ 50.25 | _____ |
| 13. | Nurse Critical Care Transport Per Hour | \$ 233.25 | N/A |
| 14. | Volume Ventilator | \$ 176.00 | N/A |
| 15. | Respiratory Therapist/ First Three Hours | \$ 265.75 | N/A |
| | Per Hour After First Three Hours | \$ 117.25 | N/A |
| 16. | Pulse oximeter | \$ 88.75 | _____ |
| 17. | Infusion Pump- Per Line | \$ 88.75 | N/A |
| 18. | Automated external defibrillator (AED) | \$ 88.75 | _____ |
| 19. | Continuous positive airway pressure (CPAP) | \$ 88.75 | _____ |

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

Proposer's Name: _____

- C. Charges for special services provided to patients that are new services, but will become an industry standard, must be reviewed and a rate commensurate with the service developed prior to ambulance operators charging such rate to the general public. Such rates shall not be charged to patients until approved by the Board of Supervisors.
- D. This section does not apply to a contract between an ambulance operator and the County where different rates or payment mechanisms are specified.

*COUNTY CODE SECTION 7.16.340

MODIFICATION OF RATES

The maximum rates chargeable to the general public as set forth in Sections 7.16.280 and 7.16.310 of this chapter shall be adjusted effective July 1, 1992, and on July 1st of each year thereafter, to reflect changes in the value of the dollar. For each of the one year periods respectively beginning July 1, 1992 and July 1, 1993 such adjustments shall be made by multiplying the base amounts by the percentage change in the transportation portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. Beginning July 1, 1994, and on each July 1 thereafter, such adjustments shall be determined by multiplying the base amounts by the average of the percentage changes of the transportation portion and of the medical portion of the Consumer Price Index for All Urban Consumers, Western Region, as compiled and reported by the Bureau of Labor Statistics for the 12-month period ending with the last day of the prior month of February. The result so determined shall be rounded to the nearest \$0.25 and added or subtracted, as appropriate, to the rate. The director of the department of health services shall initiate implementation of these rate changes by notifying in writing each licensed private ambulance operator in Los Angeles County thereof, and any other individual or agency requesting such notification from the director. Such notice shall be sent by first class mail no later than June 15 of the prior period.

*COUNTY CODE SECTION 7.16.341

Periodic Base Rate Review

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

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

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

Nothing herein is intended to prevent licensed ambulance operators from demonstrating that ALS and BLS rates in Los Angeles County fail to provide operators with a reasonable rate of return on their investment. A licensed operator at any time may submit to the Director of the Department of Health Services its cost and revenue data, and other pertinent documentation which the Director may require for this purpose.

Proposer's Name: _____

If this information evidences to the Director's satisfaction that the ALS rate or BLS rate, or both, fail to provide the operator with a reasonable rate of return, the Director shall propose a different base rate structure to the Board of Supervisors for consideration.

Rate change effective 1/1/15-06/30/15

REQUIRED FORMS - EXHIBIT 22
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

| NAME | PHONE NUMBER |
|-------------|---------------------|
| | - - |
| | - - |
| | - - |

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".
- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm: _____

Print Name of Signer: _____

Title: _____

Signature

EOA # _____

Anti-Kickback Certification

Proposer, (Name of Proposer: _____), certifies that in determining the amount of the price proposal for transport of County-Responsible Patients, Proposer took into consideration the value of the County provided in-kind services and determined that:

- 1) it is equivalent to or more than the estimated fair market value of the County-responsible Patient Emergency Ambulance 9-1-1 Response Transports to be provided; or
- 2) if not at least equivalent, that Proposer's requested monetary subsidy added to the value of the County provided in-kind services is equivalent to such estimated fair market value of the County-Responsible Patient Emergency Ambulance 9-1-1 Response Transports to be provided.

Furthermore, Proposer certifies that no aspect of this price proposal is intended as an inducement for the referral of program related patients.

Authorized Official's Signature

Date

Printed Name

Title

TRANSMITTAL FORM TO REQUEST A RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

| | |
|----------------|------------------|
| Proposer Name: | Date of Request: |
| Project Title: | |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

_____ (Name) _____ (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

IRS NOTICE 1015

(Obtain latest version from IRS website)

<http://www.irs.gov/pub/irs-pdf/n1015.pdf>

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?**What is the EIC?**

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2012)

Cat. No. 20599I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



Detailed Summary of Evaluation Criteria Weightings

| Category/Requirement* | Weight |
|---|--------|
| *Information from related RFP sections may be used to validate information provided in other sections and may factor into the scoring in such related sections. | |
| <i>Business Proposal</i> | 60% |
| <i>Proposer's Qualifications</i> | 25% |
| Emergency Response History (RFP 2.9.3.B. 1.a) | 5.0% |
| Proposer's Service Capabilities (RFP 2.9.3.B.1.b.) | 2.0% |
| Disaster/MCI Response Experience (RFP 2.9.3.B.2.) | 1.0% |
| Management and Maintenance for Ambulance Fleet (RFP 2.9.3.B.3.) | 2.5% |
| Management and Maintenance for Emergency Care Equipment (RFP 2.9.3.B.3.) | 1.5% |
| Community Outreach Programs (RFP 2.9.3.B.5.) | 1.0% |
| Hiring and Employment Policies (RFP 2.9.3.B.6.) | 4.0% |
| Policy Outlining Procedures to Address Labor Disputes (RFP 2.9.3.B.7.) | 1.0% |
| Approach to Providing Quality Customer Service (RFP 2.9.3.B.8.) | 2.0% |
| <i>Performance History (RFP 2.9.3.C.; Acceptable/Unacceptable)</i> | N/A |
| Default (RFP 2.9.3.D.3.) | 5.0% |
| <i>Proposer's Implementation Plan (RFP Paragraphs below and RFP 2.9.3.D.)</i> | 30% |
| Ambulances (RFP 2.9.4.A.) | 5.0% |
| Safety Equipment/Emergency Care Equipment/Supplies (RFP 2.9.4.B) | 4.0% |
| Ambulance Maintenance Location (RFP 2.9.4.C.) | 2.0% |
| Ambulance Station (RFP 2.9.4.D.) | 6.0% |
| Staffing (RFP 2.9.4.E.) | 6.0% |
| Communications Equipment (RFP 2.9.4.F.) | 5.0% |
| Backup Providers (RFP 2.9.4.G.) | 1.0% |
| Office Locations (RFP 2.9.4.H.) | 1.0% |
| <i>Proposer's Quality Control Plan</i> | 5% |
| Approach to Quality Control (RFP 2.9.5.A.) | 3.5% |
| Problem Resolution Procedures (RFP 2.9.5.B.) | 1.5% |

Italicized categories/requirements and weights previously outlined in RFP 3.4 et seq.

Detailed Summary of Evaluation Criteria Weightings

| Category/Requirement* | Weight | | |
|---|------------|------|--|
| *Information from related RFP sections may be used to validate information provided in other sections and may factor into the scoring in such related sections. | | | |
| <i>EOA Specific Proposal (RFP Paragraphs below and RFP 2.9.3.D.)</i> | <i>20%</i> | | |
| Ambulances (RFP 2.10.1.A.1., 2.10.1.B.4, and 2.10.2) | | 4.0% | |
| Safety Equipment/Emergency Care Equipment/Supplies (RFP 2.10.1.A.2. and 2.10.2) | | 1.0% | |
| Ambulance Maintenance Locations (RFP 2.10.1.A.3. and 2.10.2) | | 2.0% | |
| Ambulance Station Locations (RFP 2.10.1.A.4., 2.10.1.B.3., and 2.10.2) | | 4.0% | |
| Staffing (RFP 2.10.1.A.5. and 2.10.2) | | 4.0% | |
| Communications Equipment (RFP 2.10.1.A.6 and 2.10.2) | | 2.0% | |
| Backup Providers (RFP 2.10.1.A.7. and 2.10.2) | | 0.5% | |
| Office Locations (RFP 2.10.1.A.8., 2.10.1.B.1.&2., and 2.10.2) | | 0.5% | |
| Response During Peak/High Call Volume Periods (RFP 2.10.3) | | 2.0% | |
| <i>EOA Specific Price Proposal</i> | <i>20%</i> | | |

Italicized categories/requirements and weights previously outlined in RFP 3.4 et seq.

APPENDIX L
INTENTIONALLY OMITTED

APPENDIX M
INTENTIONALLY OMITTED

APPENDIX N
INTENTIONALLY OMITTED

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Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- [2.206.020 Definitions.](#)
- [2.206.030 Applicability.](#)
- [2.206.040 Required solicitation and contract language.](#)
- [2.206.050 Administration and compliance certification.](#)
- [2.206.060 Exclusions/Exemptions.](#)
- [2.206.070 Enforcement and remedies.](#)
- [2.206.080 Severability.](#)

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

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Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 - 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 - 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 - 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

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14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

APPENDIX P



BY AND BETWEEN

**CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY**

AND

(CONTRACTOR)

FOR

VARIOUS SERVICES

**SAMPLE AGREEMENT PROVISIONS
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- EXHIBIT C – Description of Audit Documentation
- EXHIBIT D – Contact Personnel
- EXHIBIT E – Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT F – Contractor Non-Employee Acknowledgement and Confidentially Agreement
- EXHIBIT G – Contractor’s EEO Certification
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law

**AGREEMENT BETWEEN
CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY
AND
(CONTRACTOR)
FOR
VARIOUS SERVICES**

This Agreement (Agreement) and all Exhibits made and entered into this ___ day of _____, 2016 by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as “District” and (Contractor), hereinafter referred to as “Contractor.”

RECITALS

WHEREAS, Contractor is a private firm specializing in providing ambulance transport services; and

WHEREAS, Contractor has entered into an agreement with the County of Los Angeles (hereinafter “County”), to provide Emergency Ambulance Transportation Services 9-1-1 Response in one or more County Exclusive Operating Areas (EOA) (“Ambulance Agreement”), and

WHEREAS, District provides paramedic personnel to perform Advanced Life Support (“ALS”) Services (“ALS Services”) and firefighting emergency medical technician personnel to perform Basic Life Support (“BLS”) Services (“BLS Services”) to patients who may also receive ambulance transportation services from Contractor, and

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

WHEREAS, under the terms of the Request for Proposal (RFP) issued by the County of Los Angeles Department of Health Services (DHS) for the provision of Emergency Ambulance Transportation, each ambulance contractor awarded an Exclusive Operating Area (EOA) under the RFP which is serviced by District is required to enter into an agreement with District to participate in programs to: 1) reimburse District for basic life support (BLS) supplies (BLS Supplies Fee); 2) reimburse District for dispatch

services (Dispatch Services Fee); and 3) bill and pass through advanced life support (ALS) services revenues to District (ALS Pass-Through Program), hereinafter these three programs will be referred to collectively as "Various District Programs"; and

WHEREAS, as stipulated in the Ambulance Request for Proposal (RFP) issued by Los Angeles County and as stipulated in the County's Ambulance Agreement, which the Contractor has entered into, Contractor is required to and has decided to, enter into this Agreement to participate in the Various District Programs; and

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

WHEREAS, the District has determined that it is legal and feasible to enter into this Agreement with Contractor.

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

1.0 APPLICABLE DOCUMENTS

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

Standard Exhibits:

EXHIBIT A – Basic Life Support (BLS) Supplies Fee

EXHIBIT B – Dispatching Services Fee

EXHIBIT C – Description of Audit Documentation

EXHIBIT D – Contact Personnel

EXHIBIT E – Contractor Acknowledgement and Confidentiality Agreement

EXHIBIT F – Contractor Non-Employee Acknowledgement and Confidentially Agreement

EXHIBIT G – Contractor’s EEO Certification
EXHIBIT H – Jury Service Ordinance
EXHIBIT I – Safely Surrendered Baby Law

No change to this Agreement shall be valid unless prepared pursuant to Paragraph 7.1- Amendments and signed by both parties.

2.0 DEFINITIONS

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

- 2.1 **Contract or Agreement:** This Agreement executed between District and Contractor. It sets forth the terms and conditions pertaining to the Various District Programs.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into this Agreement with District to reimburse District for BLS supplies and dispatching services, and provide District with ALS billing and pass through services as provided herein.
- 2.3 **Contractor Project Manager:** Person designated by Contractor to administer the Agreement operations.
- 2.4 **District Project Director:** Person designated by District with authority for District on contractual or administrative matters relating to this Agreement that cannot be resolved by District’s Project Manager.
- 2.5 **District Project Manager:** Person designated by District’s Project Director to manage the operations under this Agreement. Person with responsibility to oversee the day-to-day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.

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

3.0 TERM OF CONTRACT

This Agreement shall commence on _____, the “Commencement Date”, and end upon the termination of the County Emergency Ambulance Transportation Services Agreement or any Agreement extensions issued and approved by the County. Notwithstanding the foregoing, this Agreement may be terminated by District without cause upon six (6) months advance written notice.

4.0 STATEMENT OF WORK. This Agreement authorizes three distinct cost recovery programs for District: 1) Basic Life Support Supplies Fee, 2) Dispatch Services Fee, and 3) Advanced Life Support Billing and Pass Through Program. Each of these three programs is a separate and distinct program, and the participation in each program by Contractor is mandatory as defined herein.

4.1 BLS Supplies Fee Program.

4.1.1 District will provide supplies needed by District’s staff in accordance with District’s established criteria and procedures to provide BLS services (BLS supplies). Contractor will pay District a BLS Supplies Fee to reimburse District for the cost of providing BLS supplies at the scene of emergency medical services (EMS) incidents (BLS Supplies Fee).

4.1.2 The BLS Supplies Fee is charged in addition to the fees charged for the provision of dispatch services and ALS services, which are defined in Paragraphs 4.2 and 4.3 herein.

4.1.3 This BLS Supplies Fee is not part of the ALS Billing and Pass-Through Program provided for in this Agreement and as described in Paragraph 4.3 hereinbelow, and is not to be accounted for as part of any reconciliation audit performed as part of that Program.

4.1.4 The BLS Supplies Fee will be charged to Contractor for every patient transported where District staff also responded.

4.1.5 The BLS Supplies Fee will be initially set at \$2.50 per patient transported and will be increased as necessary, but no more than once per fiscal year, to recover District's cost of providing BLS supplies.

- A. District will provide at least a ninety (90) day notice to Contractor of the change in the BLS Supplies Fee amount.
- B. A copy of the District's analysis used to identify the appropriate fee amount will be provided to Contractor within thirty (30) days of the date of Contractor's written request. The District's calculation for the initial \$2.50 BLS Supplies Fee is attached as EXHIBIT A.

4.1.6 Payment Terms and Conditions.

- A. Contractor will be invoiced on a monthly basis by District on or about the 15th of the following month in which the transports were provided by Contractor. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to the District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.
- B. In the event there is a discrepancy in the number of patients transported, each party has sixty (60) days following the date of Contractor's payment to request a reanalysis of the transport statistics. Any adjustment District makes as a result of the reanalysis will be made as a one-line adjustment on the next monthly invoice provided to Contractor by District.
- C. Contractor's failure to make payment within thirty (30) days of the date of District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest at the prevailing prime lending rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall

commence the first day following the Late Notice payment due date and end the date of receipt of full payment by District. District may also refer the invoice to the County's Treasurer and Tax Collector for collections, or to a third-party collection agency, or seek any other remedies available at law or equity.

4.2 Dispatch Services Fee Program.

4.2.1 The Dispatch Services Fee will reimburse District for the cost of providing Dispatch Services to Contractor for EMS incidents.

- A. The Dispatch Services Fee is charged in addition to the fees charged for the provision of BLS Supplies and ALS Billing and Pass-Through services which are defined in Paragraphs 4.1 and 4.3 herein.
- B. This Dispatch Services Fee is not part of the ALS Billing and Pass-Through Program provided for in this Agreement and as described in Paragraph 4.3 hereinbelow, and is not to be accounted for as part of any reconciliation audit performed as part of that Program.
- C. This Dispatch Services Fee is under "fair market value" with the difference between what is being charged and fair market value being utilized as a component of the in-kind service provided to Contractor by the County to offset the costs associated with transporting County Responsible Patients (as defined in the Ambulance Agreement).

4.2.2 The Dispatch Services Fee will be charged to Contractor for every ambulance unit dispatched to an EMS incident by District, regardless of whether any transport is subsequently provided.

- A. For the purposes of this Agreement, EMS incidents include medical aids, traffic accidents, injuries, or any other incident types where the response could reasonably lead to a patient transport.

- B. The Dispatch Services Fee will not be charged to Contractor for any ambulance dispatched to the scene of a fire for standby services (“standby” meaning any ambulance that was dispatched for the sole purpose of being on hand and ready to respond to a potential firefighter emergency).

4.2.3 The Dispatch Services Fee will be initially set at \$14.50 for each Contractor ambulance unit dispatched to an EMS incident by District, and such fee will be increased triennially to recover the cost of providing dispatch services as follows:

- A. District's calculation for the initial \$14.50 Dispatch Services Fee is described in EXHIBIT B - DISPATCH SERVICES FEE.

- B. Each third County fiscal year, District will perform an analysis of total expenditures for the District's Command and Control Division in order to determine the increase in the per unit Dispatch Services Fee to be charged as part of this Agreement in accordance with the calculation described in EXHIBIT B. Such increased fee will be applicable for the next three County fiscal years.

- a. For example, the initial Dispatch Services Fee set at \$14.50 will be in effect from the date of this Agreement to June 30, 2019. In County fiscal year 2018-19, District will analyze and update the calculation that will be effective for County fiscal years 2019-20, 2020-21 and 2021-22. In County fiscal year 2021-22, District will analyze and update the calculation that will be effective for County fiscal years 2022-23, 2023-24 and 2024-25, and so on.

- C. Contractor acknowledges that District will be replacing its Computer Aided Dispatch (CAD) system within the life of this Agreement. The cost of replacing CAD will become part of the calculation described in EXHIBIT B to recover the cost of providing dispatch services to Contractor; however, District will limit the Dispatch Services Fee increases associated with the CAD system replacement to 20 percent of the Dispatch

Services Fee as updated every three County fiscal years so as to phase in the impact of the CAD system replacement. For example, if the District's analysis and calculation indicates the Dispatch Services Fee would be \$15.00 for the new three-year period, the impact to the calculation for adding CAD costs could not exceed \$3.00, for a maximum updated Dispatch Services Fee of \$18.00.

- D. District will provide at least a 90-day written notice to Contractor of any identified increases and the effective date of such increase in the Dispatch Services Fee charged to Contractor pursuant to this Agreement.
- E. A copy of the District's analysis of expenditures and dispatch numbers will be provided to Contractor within thirty (30) days of the date of Contractor's written request

4.2.4 Payment Terms and Conditions.

- A. Contractor will be invoiced on a monthly basis by District on or about the 15th of the following month in which services were provided to the Contractor. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to the District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.
- B. In the event there is a discrepancy in the number of Contractor ambulance units dispatched, each party has sixty (60) days following the date of Contractor's payment to request a reanalysis of the appropriate statistics. Any adjustment District makes as a result of the reanalysis will be made as a one-line adjustment on the next monthly invoice provided to Contractor by District.
- C. Contractor's failure to make payment within thirty (30) days of the date of District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest

at the prevailing prime lending rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall commence the first day following the Late Notice payment due date and end the date of receipt of full payment by District. District may also refer the invoice to the County's Treasurer and Tax Collector for collections, or to a third-party collection agency, or seek any other remedies available at law or equity.

4.3 ALS Billing and Pass Through Services Program.

4.3.1 District will dispatch a paramedic(s) in accordance with District's established criteria and procedures to provide ALS Services. ALS Service is defined as a District paramedic accompanying the patient(s) in Contractor's ambulance to an approved destination, as identified by CMS or other applicable regulatory agency, and providing the appropriate level of medical care to the patient(s). The determination as to when a paramedic will accompany the patient(s) will be made by the District paramedic at his/her discretion in accordance with County Medical Necessity Guidelines (as hereinafter defined). For purposes of this Agreement, ALS Services provided by District include all medically necessary ALS1-E services and ALS2 services as defined in current Medicare regulations in which a District paramedic accompanies the patient to an approved destination, as identified by CMS or other applicable regulatory agency. District paramedics shall follow reasonable medical necessity guidelines established by the County's Department of Health Services Emergency Medical Services (EMS) Agency, as well as reasonable District policy ("Patient Care Expectations") in determining whether to accompany such patient during transport.

4.3.2 Other District Fees.

A. District, at their sole discretion and with thirty (30) days' advance written notice, reserves the right to begin including in this Agreement those transports performed by Contractor without the accompaniment of a District paramedic where a

medically necessary ALS assessment, as defined in current Medicare regulations, was performed on the patient by a District paramedic before they were transported. Contractor shall bill all such transports at the appropriate ALS level in accordance with current Medicare regulations and provide reimbursement to District for the ALS differential received, just as is done with transports where a District paramedic accompanies the patient. The billing, collection and payment provisions as provided in this Paragraph 4.3 for ALS Billing and Pass-Through Services shall apply to these types of District paramedic assessment only transports.

- B. District may choose to charge a first response fee (FRF) to recover costs associated with ALS and BLS non-transport services. District will provide Contractor with advanced notice of such decision. Contractor is expected to bill the FRF on the same bill as for the Transport charges, whenever allowed. In the event the co-billing of the transport and FRF is not allowed by the payor, Contractor will issue a separate bill for the FRF to the patient. Contractor is expected to perform all normally acceptable collections activity and follow-up on the FRF charges. The Administrative fee for billing and collecting any FRF will be the same as for all other fees outlined in this agreement. The billing, collection and payment provisions as provided in this Paragraph 4.3 shall apply, as determined to be applicable by the District.

4.3.3 District paramedics shall document all ALS Services in a manner consistent with the standards established and agreed to by both District and Contractor. District paramedics shall complete, to the maximum extent possible, the appropriate data elements on the Los Angeles County Fire Department Emergency Medical Services Report Form (EMS Report), including patient name, patient medical condition and description of services provided, incident location, code for receiving facility to which the patient is delivered, and date of service. In addition, to assist Contractor in obtaining payment for health care services rendered to a patient, District paramedics shall cooperate in allowing Contractor to obtain patient address, patient

phone number, patient date of birth, and insurance information, if any.

4.3.4 District Electronic Patient Care Report (EPCR) System.

- A. District anticipates implementing an EPCR system by July 2015. Contractor will be responsible for the full compatibility and seamless transmission of electronic data between District's EPCR system and any current or proposed EPCR system that Contractor currently utilizes or will utilize in the future. Contractor must consult with District to ensure EPCR compatibility prior to the County/Private Provider EOA agreement commencement date and must demonstrate full functionality of the Contractor's designed plan prior to the commencement date.
- B. Contractor's existing and any future EPCR system must have the following capabilities including but not limited to: compliant with the District EPCR data dictionary requirements (e.g., NEMESIS 2.2.1/3.0); the ability to retrieve and print patient information from the District's EPCR system; the ability to submit patient record updates during transport to a receiving facility; the ability to reconcile any patient record change with the District's patient record information; and provide a redundancy plan for patient record information during EPCR system loss of coverage or down time.
- C. Contractor will be responsible for providing a designated contact person who will act as the Contractor's liaison to District and its EPCR vendor for all matters or issues regarding the EPCR system and compatibility. Contractor agrees to cooperate in good faith with District and its EPCR vendor for any future development, pilot projects, system support, and upgrades to the District's EPCR system.

4.3.5 Billing and Collection by Contractor.

- A. To the extent permitted by applicable law, Contractor shall bill all responsible parties and/or their third-party payors, including

but not limited to insurance companies, HMOs, Medicare and employee group health plans, for all ALS Services provided by District to patients receiving transport services from Contractor. The difference between the rate used by Contractor to bill an ALS level and the rate it uses to bill a BLS level shall be no less than the difference in County Codes Section 7.16.340, or such other amount as District shall specify in writing. Contractor shall make its best efforts to determine the existence of third-party coverage for such ALS Services. To the extent permitted by payor, Contractor shall bill ALS Services on the same claim as it bills BLS services using the Contractor's provider number. Contractor will bill for such services within the time periods established by the third-party payor. For cases where the responsible party is not a third-party payor, Contractor must issue their initial bill no later than forty-five (45) days from the date of service. Contractor shall comply with all payor requirements for claim submission and provide such support and documentation as is required for claims adjudication.

- B. To the extent allowed by the County EMS Agency or the General Public Ambulance Rates, Contractor shall bill the Medi-Cal program for all appropriate charges associated with the provision of ALS Services, including, but not limited to, Extra Attendant and Electrocardiogram (ECG). The cost of medications and ALS supplies need not be billed unless written direction is received from the District's Project Manager requesting such charges be billed and appropriate documentation required by the Medi-Cal program is provided.
- C. Contractor shall make best efforts to collect the maximum amount possible for all billed ALS Services, consistent with applicable law. District acknowledges that Contractor requires the District's patient care documentation in order to obtain payment for health care services rendered to patient, and District agrees to furnish Contractor its patient care report and any other documentation in its possession necessary for Contractor to bill patient/responsible party within five (5) business days of the date of service. District further agrees to

cooperate with Contractor, including participating in appeals or hearings, to maximize receipt of payment for ALS Services.

- D. Contractor is expected to charge the amounts listed on the General Public Ambulance Rates published by the County as of the effective date of such rates. In the event Contractor decides to charge less than the General Public Ambulance Rates or delays implementation of such rates, the purposes of this Agreement and the audit, the General Public Ambulance Rates and their effective date will be utilized by the District and the Auditor (as defined in sub-paragraph 4.3.7 below) as the Contractor's charges for the purpose of determining the appropriate ALS differential due to District from Contractor.

4.3.6 Payment.

- A. General Terms. Contractor shall pay District as final reimbursement for all ALS Services provided to patients receiving transport from Contractor, the full amount collected by Contractor for such services, as determined pursuant to the audit provided for in this Paragraph 4.3, less the Contractor Service Fee provided in subparagraph 4.3.14 below. The parties represent and warrant that actual collections and the Contractor's Service Fee represent fair market value for the services provided by each party.
- B. Interim Payment. On an interim basis, until final collections have been determined pursuant to subparagraph 4.3.8 – Conduct of the Audit, Contractor shall pay to District, the District's ALS Billing Rate for each ALS Service provided to an individual receiving transport services from Contractor. For the period beginning with the Commencement Date and ending on the completion of the first audit provided for in subparagraph 4.3.7 below, the ALS Billing Rate shall be an all-inclusive charge of \$100.00. After the completion of each audit, the ALS Billing Rate shall be adjusted as provided by subparagraph 4.3.12 – Audited ALS Rate Adjustment below. The Contractor shall pay such interim rate regardless of the amount the

Contractor receives or expects to receive for a particular transport.

4.3.7 Audit of ALS Revenues. Audits will be performed to determine both the final amount of payment due to the District for the months under audit and an appropriate interim rate for future services. Such audits will be initiated twenty-four (24) months after the execution of this Agreement, and every twenty-four (24) months thereafter until the termination of this Agreement. The final audit will occur twelve (12) months after the termination date of this Agreement, and will cover all previously unaudited periods. Separate audits will be conducted for each EOA (1, 3, 4, 5, 7 or 9) by a nationally recognized firm with experience and expertise in ambulance billing and collection practices (“Auditor”). The District will select Auditor at its sole discretion based upon references and recommendations obtained by independent ambulance billing and collection companies. The obligations set forth in this subparagraph 4.3.7, and in subparagraphs 4.3.8 through 4.3.11 below shall survive the termination/expiration of this Agreement.

4.3.8 Conduct of the Audit.

A. The purpose of the audit shall be to determine the amount actually collected by Contractor for ALS Services, based on the difference between what Contractor received for transports in which ALS Services were performed and what it would have received for the same transports without ALS Services. The audit shall take into account Recoupments and Late Payments, as defined in subparagraph C. – Recoupments and Late Payments below. The specific methodology to be used by the Auditor shall be set forth in a proposed work plan, to be reviewed and approved by the District (“Work Plan”), that shall be circulated to the Contractor and other ambulance contractors at least thirty (30) days prior to the initiation of the audit. Contractor may submit written comments or objections to the proposed Work Plan within fifteen (15) days of receipt of the proposed Work Plan, which the District shall consider in good faith. In the event Contractor’s objections to the Work Plan are not resolved, District may proceed with the conduct of

the audit according to the Work Plan satisfactory to District. Contractor may challenge the results of the audit and/or the methodology used therein upon completion of the audit as specified in subparagraph 4.3.9 – Sharing Audit Results below.

- B. At the initiation of the first audit, Contractor shall provide the Auditor with information indicating the total amount collected by Contractor for ALS Services provided during the first twenty-four (24) months of this Agreement and with documentation supporting that number, and will make available the information described in EXHIBIT C, “ALS/Audit Review,” which is incorporated herein by reference. For subsequent audits, the Contractor will supply the total amount collected for ALS Services provided during the twenty-four (24) months occurring after the last audited period as well as supporting documentation and the information discussed in EXHIBIT C. The Auditor will use standard auditing and accounting practices/procedures to determine the actual amounts collected by Contractor for all ALS Services provided by District. At the conclusion of the audit, the Auditor will determine the amount of total collections related to ALS Services provided during the audit period and will also calculate an average audited amount collected per ALS Service, based on its findings.
- C. Recoupments and Late Payments. The parties acknowledge that Medicare and other third-party payors may reimburse Contractor for ALS Services and then require repayment of (or recoup) such amounts, either during the audit period when such payments were originally made or subsequently (“Recoupments”). The parties further acknowledge that Medicare and other third-party payors may initially make partial payments to Contractor for ALS Services during one audit period, and may then make additional payments for such ALS Services subsequently (“Late Payments”). It is the intent of the parties that the audit methodology takes into account, in a fair and equitable manner, Recoupments and Late Payments. In the event any material Recoupments or material Late Payments occur after the date covered by the final audit, the Auditor shall provide for a subsequent audit or reconciliation to

assure that (i) in the case of any such Recoupment, District makes an appropriate refund to Contractor, and (ii) in the event of any such Late Payments, Contractor makes an appropriate payment to District.

D. ALS Audit General Guidelines. The audit will determine the new rate per transport based on the following payor mix categories: Commercial Insurance, Self-Pay, Medicare, and Medi-Cal. For each category of payor, the average collection rate for the ALS base rate will be applied to the BLS base rate for the purposes of determining the dollar differential between an ALS base rate and a BLS base rate.

a. Commercial Insurance

- 1) Claims will be reviewed for base rate payment on ALS claims only (ALS1-E or ALS2 HCPCS).
- 2) The differential between the approved ALS base rate and the approved BLS base rate will be considered in the calculation, along with the average collection rate and the weighted average of commercial insurance payments to the total payments.
- 3) The collection rate is based on the ALS base rate only. Add-ons (e.g., mileage, supplies, medication, waiting time or unlisted ambulance services) will be excluded from the charge or collection calculation. Denials of these charges will also be excluded from the calculation.
- 4) Contractor is required to provide documentation to the Auditor of the reason for any commercial insurance claim where payment of less than 95% was received (e.g., co-pay not billed or paid, contractual write-off, statutory limitation, etc.).

- 5) Co-pays will be considered as pro-rated payments at the same percentage as individual charges. If there is a denial received for any of the additional charges, then the co-pay received will be applied to the original charges, minus those which were denied.

b. Self-Pay

- 1) Claims will be reviewed for base rate payments on ALS claims only (ALS1-E or ALS2 HCPCS).
- 2) The differential between the approved ALS base rate and the approved BLS base rate will be considered in the calculation, along with the average collection rate and the weighted average of self-pay payments to the total payments.
- 3) Co-pays will be considered as pro-rated payments at the same percentage as individual charges. If there is a denial received for any of the additional charges, then the co-pay received will be applied to the original charges, minus those which were denied.

c. Medicare and Federal Health Programs

- 1) Claims will be reviewed for base rate payments on ALS claims only (ALS1-E or ALS2 HCPCS).
- 2) No additional charges or reimbursement will be considered in the calculation.
- 3) The average collection rate will be applied to the known dollar differential between the Medicare approved ALS1-E and ALS2 base rate and the Medicare approved BLS-Emergency base rate for the Los Angeles area, as well as the weighted

average of Medicare payments to the total payments.

d. Medi-Cal

- 1) The Auditor will determine the percentage of Medi-Cal claims where the additional charges were made and then review a statistically valid sample of those claims in order to determine the collection rate for those additional charges.
- 2) Medi-Cal itemizes payment data, therefore, only payments associated with these additional charges will be considered in the collection rate.
- 3) The charge will be established using the maximum Medi-Cal allowed amount and not the amount billed by the ambulance company.

e. Payor Assumptions

- 1) Claims paid by Workers' Compensation carriers and Automobile Insurance companies will be considered Commercial Insurance claims.
- 2) Claims paid by known Medi-Cal HMO or similar carriers will be considered Medi-Cal claims; and claims with payment amounts determined to mirror Medi-Cal reimbursement will be considered Medi-Cal claims, regardless of the carrier status.
- 3) Claims paid by Medicare Advantage or similar HMO carriers and claims determined to mirror Medicare reimbursement will be considered Medicare, regardless of the carrier status (this includes payments from federal health plans which are authorized to have implemented the Medicare Ambulance Fee Schedule reimbursement rates). At the District's discretion, claims paid as "Rural,"

“Super-Rural” or other bonus rate may be accounted for as a subsector of Medicare claims and be calculated at a different differential than other “regular” Medicare claims.

4.3.9 Sharing Audit Results. Once each audit has been completed (including any audit or reconciliation performed pursuant to subparagraph 4.3.8 – Conduct of the Audit above, the Auditor’s review will be shared with the Contractor and the District. Any question(s) or concern(s) Contractor or District may have with the audit will be discussed among the Auditor, District, and Contractor. In the event that such discussions do not resolve Contractor’s or District’s disagreement with the Auditor’s findings or the methodology used in the audit, Contractor or District may request arbitration of its dispute in accordance with Paragraph 8.7 - Arbitration below.

4.3.10 Under/Over-Payment Determination. The difference between the final amount of collections determined by the Auditor for a particular period and the amount paid by Contractor on an interim basis will be calculated. If the amount paid by Contractor on an interim basis is higher than the amount of collections determined by the Auditor, then the differences shall be treated as an overpayment by the Contractor. If the amount of collections determined by the Auditor is higher than the amount paid by the Contractor on an interim basis, the difference is an underpayment by the Contractor. The amount of any such overpayment or underpayment shall take into account the Service Fee previously paid to, or payable to, the Contractor on such difference pursuant to subparagraph 4.3.14 – Contractor Service Fee.

4.3.11 Remittance of Under/Over-Payments.

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

- B. Overpayments. If an overpayment is determined, District will pay Contractor the total amount due within forty-five (45) days of the completion of the audit.
- 4.3.12 Audited ALS Rate Adjustment. Upon the completion of each audit, the ALS Billing Rate shall be adjusted to equal the average amount collected per ALS Service as determined in such audit. The ALS Billing Rate shall be adjusted regardless of any pending dispute over the audit findings; provided, however, that any such adjustment shall be modified to conform to the results of any arbitration decision which results in modification of such audit results.
- 4.3.13 District Records. District shall cooperate with and provide Contractor with all records and documents required by Third Party Payors in order to secure payment for ALS Services. Without limiting the generality of the foregoing, at the conclusion of each ALS Service, or as soon thereafter as possible (and, in all cases within five business days thereafter), District shall forward to Contractor a copy of the County EMS Report with the information specified in subparagraph 4.3.3 above, and any other information Contractor may reasonably request to facilitate and support securing such payment. Contractor shall forward such copy of the EMS Report to the County EMS Agency within thirty (30) days of receipt of same. District shall cooperate in the preparation and presentation of claims, appeals and supporting documentation as required by Third Party Payors.
- 4.3.14 Contractor Service Fee (8%). Contractor is entitled to receive a service fee of 8% of the Gross ALS Billing Amounts (as determined pursuant to subparagraph 4.3.15 – Billing by District below) from District as payment for billing and collection services, and providing reports to the District and the Auditor. The District will calculate the Contractor's Service Fee by multiplying 8% by the total Gross ALS Billing Amount on each invoice. This calculated dollar amount will be credited to Contractor by including a line item denominated as "Service Fee." This 8% Service Fee will be applicable to any other additional billing services the Contractor performs, pursuant to sub-

paragraph 4.3.2 of this Agreement, on the District's behalf in the future.

4.3.15 Billing By District.

- A. District shall determine the total number of ALS Services provided by District for each billing period. The District's EMS Director or his designated representative, each month, will query the District's EMS Data System and determine how many ALS Services were provided by District that met the District's Patient Care Expectations. This information (EMS Billing Report) will be provided to the District's Financial Management Division (FMD) by the tenth (10th) day of the second month following the transport date (e.g., July 10 for the month of May transports).
- B. District will calculate the amount owed by Contractor on an interim basis by multiplying the total number of ALS Services determined pursuant to subparagraph A above for ALS Services, by the ALS Billing Rate applicable to that month. For purposes of this Agreement, this calculated dollar amount will be known as the "ALS Billing Amount."
- C. District, by the fifteenth (15th) of each month, will prepare and deliver an invoice for the ALS Billing Amount to Contractor for ALS Services provided by District three months in arrears (e.g., December 15th invoice will be for transports in the month of September).
- D. Contractor is responsible for comparing the invoice with the total number of ALS Services provided by District each month to their own records. In the event the Contractor's records identify that a greater or lesser number of transports were billed at the ALS level than were reported by District, Contractor must provide written notice (per EXHIBIT D - Contact Personnel) of the overage or underage within thirty (30) calendar days of receipt of the invoice.

- 4.3.16 Payment Terms and Conditions. Contractor shall pay all District invoices in full within thirty (30) days of the date of each invoice. All Contractor payments to District shall be mailed to the Consolidated Fire Protection District of Los Angeles County, P.O. Box 54740, Los Angeles, CA 90054-0740.
- 4.3.17 Delinquent Payments. Contractor's failure to make payment within thirty (30) days of the date of the District's invoice will result in District sending a Late Notice to Contractor. If District does not receive payment within thirty (30) days from the date of this Late Notice, interest at the prevailing prime loan rate for Bank of America (or successor financial institution) as of the first day following the due date set by the Late Notice shall be assessed on the unpaid amount. The period for computing this interest shall commence the first day following the Late Notice payment due date and end the date of receipt of full payment by the District. District may also refer the invoice to the County's Treasurer and Tax Collector for collection, or to a third-party collection agency, or seek any other remedies available at law or equity.
- 4.3.18 Adjustments to ALS Invoices In Favor of Contractor. To the extent that Contractor believes that District's invoice overstates the number of ALS Services provided during the month, it may contest such number by notifying District in writing of its dispute within sixty (60) calendar days from the date of invoice. Such notice shall be provided to District's EMS Director, at Consolidated Fire Protection District of Los Angeles County, Emergency Medical Services Section, 5801 South Eastern Avenue, Commerce, California 90040. Such notice shall include a complete reconciliation of all ALS Services included on the disputed invoice. District will review the disputed services and notify Contractor of its findings within sixty (60) days. District's EMS Director shall, within that same sixty (60) day period, notify District's Financial Management Division (FMD) of the ALS Services, if any, that the EMS Director has determined were not properly billed to Contractor. A single credit amount line item removing the charges for all such incorrectly claimed services, labeled "Contractor Adjustment," will be reflected on District's next invoice to Contractor.

- 4.3.19 Adjustments to ALS Invoices In Favor of District. District's EMS Director, within sixty (60) days of the receipt of Contractor's Billing Report, will review and reconcile the Contractor's Billing Report to the District's EMS Billing Report. Any ALS Service not previously billed by District to Contractor will be identified and reported to the FMD. The additional number of ALS Services so identified and reported will be multiplied by the ALS Billing Rate and added as a supplemental charge on the next monthly invoice to Contractor. It will be included as a single billing amount line item labeled "District Adjustment" on the invoice.
- 4.3.20 Supporting Documentation for ALS Invoice. To assist Contractor in reconciling the monthly ALS invoice, District will provide Contractor, along with the monthly ALS invoice, an electronic American Standard Code for Information Interchange (ASCII) format file. The following information will be included on the ASCII format file: ambulance provider, ALS transport code, EMS report number, date of ALS Service, complete address of initial dispatch, and Los Angeles County Fire Department incident number. This supporting information will relate to both the monthly ALS Service billings and the supplemental ALS Service billings.
- 4.3.21 Contractor's Third Party Agreements. District recognizes that an ambulance provider, as an acceptable business practice, may enter into Third Party Agreements (TPAs) covering payment for various ambulance services including ALS Services. These TPAs may offer an incentive to an ambulance provider to discount emergency ambulance services to receive other services, such as additional ambulance business or a more timely payment. Within thirty (30) days of signing this Agreement, Contractor agrees to notify District, in writing, of any existing TPA(s) covering emergency ambulance service, either ALS or BLS, where District personnel may be involved in an emergency response or transport. Any additional TPA(s) entered into by Contractor, following the date of signing this Agreement, which cover emergency ALS Services shall be forwarded to District within thirty (30) days of execution. All of Contractor's TPAs that will affect the amount collected for ALS Services under this Agreement shall be subject to review by District. District shall not share in any reduction in transport

revenue resulting from a TPA that Contractor has, or may enter into, unless District expressly agrees in writing to sharing in such reduction.

4.3.22 Compliance. Contractor shall have a Compliance Program that meets or exceeds the Compliance Program Guidelines set forth by the Office of Inspector General of the Department of Health and Human Services (“OIG”).

4.3.23 District’s Quality Assurance Plan. The parties shall develop mutually agreed upon Quality Assurance/Quality Improvement performance indicators to improve the quality of the services delivered by both Contractor and District. Further, District and Contractor or their respective agents will meet and evaluate their joint performance under this Agreement, as needed. Such evaluation will include assessing each party’s compliance with all Agreement terms and performance standards. Deficiencies that a party determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be addressed in writing with corrective action plans for improving performance. If improvement does not occur consistent with the corrective action plans, the District may terminate this Agreement in accordance with provisions of this Agreement and either party may seek other remedies as specified in this Agreement or provided by law.

4.3.24 District Review. In addition to the Audit required in subparagraph 4.3.7 – Audit of ALS Revenues above, District shall, upon advance notice to Contractor, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecard or other record relating to this Agreement. Such right shall extend to all material described in Paragraph 7.30 – Record Retention and Inspection/Audit Settlement below. District also reserves the right to observe the operation of the Contractor’s business so that the accuracy of its records can be confirmed. The notice of intent to review shall be made in writing and shall designate the date that the review will begin and shall be provided from one (1) to five (5) business days prior to the proposed start date. All reviews shall take place during regular business hours at

the Contractor's office, unless the parties otherwise agree in writing.

- A. Each person participating in the review shall be bound by the patient confidentiality requirements imposed by law and this Agreement. District, at its sole discretion, may hire an outside, independent contractor or consultant to perform such review. In the event any personnel used by District to perform the review are outside, independent contractors or consultants, District shall require such contractors or consultants to execute confidentiality agreements covering patient records prior to viewing such records. Copies of such confidentiality agreements shall be provided to Contractor prior to the commencement of the review. All information obtained in connection with the District's reviews shall be treated as confidential.
- B. Disputes arising out of reviews shall be discussed between the parties, who agree to attempt to resolve such disputes informally. Any disputes that are unresolved after such informal process shall be handled in accordance with the dispute resolution procedures set forth in Paragraph 8.7 – Arbitration of this Agreement.
- C. The obligations of this sub-paragraph 4.3.24 – District Review shall survive the termination/expiration of this Agreement.

5.0 ADMINISTRATION OF AGREEMENT – DISTRICT

A listing of all District Administration referenced in the following Paragraphs are designated in EXHIBIT D – Contact Personnel. District shall notify Contractor in writing of any change in the names or addresses shown.

5.1 District's Project Director

5.1.1 Responsibilities of the District's Project Director include:

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

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

5.2 District's Project Manager

5.2.1 The responsibilities of the District's Project Manager include:

- A. meeting with the Contractor's Project Manager on an as needed basis; and
- B. overseeing the day-to-day administration of this Agreement.

5.2.2 The District's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate District in any respect whatsoever.

6.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

6.1 Contractor's Project Manager

6.1.1 The Contractor's Project Manager is also designated in EXHIBIT D – Contact Personnel. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

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

6.2 Confidentiality

6.2.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, District policies concerning information technology security and the protection of confidential records and information.

6.2.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 6.2 – Confidentiality, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 6.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of District without District's prior written approval.

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

A. Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," EXHIBIT F.

6.2.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", EXHIBIT E.

7.0 STANDARD TERMS AND CONDITIONS

7.1 Amendments

7.1.1 For any change which affects the scope of work (e.g. new reimbursement program, reporting requirements, etc.), term, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by Contractor and by the Fire Chief or his designee. For purposes of this Agreement, the District Fire Chief shall have authority to negotiate and execute any amendments on behalf of District.

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

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

7.2 Authorization Warranty

7.2.1 Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition,

and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

7.3 Compliance with Applicable Law

7.3.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

7.3.2 Contractor shall indemnify, defend, and hold harmless District, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by District in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.3 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by District. Notwithstanding the preceding sentence, District shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide District with a full and adequate defense, as determined by District in its sole judgment, District shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by District in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of District without District's prior written approval.

7.4 Compliance With Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000

(e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with EXHIBIT G - Contractor's EEO Certification.

7.5 Compliance with the County's Jury Service Program

7.5.1 Jury Service Program

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

7.5.2 Written Employee Jury Service Policy

- A. Unless Contractor has demonstrated to the District's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the District or a subcontract with a District Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one

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

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

- D. Contractor's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from

the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.6 Conflict of Interest

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

A. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.7 Consideration of Hiring County Employees Targeted for Layoff / or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to

qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

7.8 Consideration Of Hiring Gain/Grow Participants

7.8.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. District will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dps.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

7.9 Contractor Responsibility and Debarment

7.9.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. For purposes of this Paragraph 7.9 - Contractor Responsibilities and Debarment, the District means both the County of Los Angeles and the District. It is the District's policy to conduct business only with responsible contractors.

7.9.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if District acquires information concerning the

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

7.9.3 Non-Responsible Contractor

District may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with District or a nonprofit corporation created by District, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with District, any other public entity, or a nonprofit corporation created by District, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against District or any other public entity.

7.9.4 Contractor Hearing Board

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

debarment. Contractor and District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

7.9.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District contractors.

7.10 **Contractor's Acknowledgement of District's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

7.11 **Contractor's Warranty of Adherence To County's Child Support Compliance Program**

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

economic burden otherwise imposed upon the County and its taxpayers.

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

7.12 Employment Eligibility Verification

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

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

7.13 Facsimile Representations

7.13.1 District and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 7.1 - Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

7.14 Fair Labor Standards

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

7.15 Force Majeure

7.15.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

7.15.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for

failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 7.15, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

7.15.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

7.16 Governing Law, Jurisdiction, and Venue

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

7.17 Independent Contractor Status

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

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

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

7.17.4 Contractor shall adhere to the provisions stated in Paragraph 6.2 - Confidentiality.

7.18 Indemnification

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

7.19 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of District, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 7.19 and Paragraph 7.20 below. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. District in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Agreement.

7.19.1 Evidence of Coverage and Notice to District

- Certificate(s) of insurance coverage (Certificate) satisfactory to District, and a copy of an Additional Insured endorsement

confirming District and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to District at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to District not less than 10 days prior to Contractor's policy expiration dates. District reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any District required endorsement forms.
- Neither District's failure to obtain, nor District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

Consolidated Fire Protection District of Los Angeles County
Administrative Services Bureau / Contracts Section
5801 S. Eastern Avenue, Suite 100
Commerce, CA 90040-4001

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

7.19.2 Additional Insured Status and Scope of Coverage

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

7.19.3 Cancellation of or Changes in Insurance

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

this Agreement, in the sole discretion of District, upon which the District may suspend or terminate this Agreement.

7.19.4 Failure to Maintain Insurance

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

7.19.5 Insurer Financial Ratings

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

7.19.6 Contractor's Insurance Shall Be Primary

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

7.19.7 Waivers of Subrogation

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

7.19.8 Sub-Contractor Insurance Coverage Requirements

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

7.19.9 Deductibles and Self-Insured Retentions (SIRs)

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

7.19.10 Claims Made Coverage

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

7.19.11 Application of Excess Liability Coverage

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

7.19.12 Separation of Insureds

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

7.19.13 Alternative Risk Financing Programs

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

7.19.14 District Review and Approval of Insurance Requirements

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

7.20 Insurance Coverage

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

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

7.20.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$3 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to

this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.20.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$3 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

7.20.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$2 million per claim and \$5 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

7.21 Nondiscrimination And Affirmative Action

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

7.21.2 Contractor shall certify to, and comply with, the provisions of EXHIBIT G - Contractor's EEO Certification.

- 7.21.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.21.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 7.21.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 7.21.6 Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7.21 when so requested by the District.
- 7.21.7 If the District finds that any provisions of this Paragraph 7.21 have been violated, such violation shall constitute a material breach of this Agreement upon which the District may terminate or suspend this Agreement. While the District reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the

Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Agreement.

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

7.22 Non Exclusivity

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

7.23 Notice of Delays

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

7.24 Notice of Disputes

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

7.25 Notice to Employees regarding the Federal Earned Income Credit

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

7.26 Notice to Employees regarding the Safely Surrendered Baby Law

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

7.27 Prohibition Against Inducement or Persuasion

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

7.28 Public Records Act

7.28.1 Any documents submitted by the Contractor; all information obtained in connection with the District's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 7.30 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". District shall not in any way be liable

or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

7.29 Publicity

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

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

7.29.2 Contractor may, without the prior written consent of District, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 7.29 – Publicity shall apply.

7.30 Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to District during the term of this Agreement and for a period of five (5) years , thereafter, or per the provisions of Los Angeles County Department of Health Services Prehospital Care Manual Reference Number 608, Retention and Disposition of Prehospital Patient Care Records, for patient records, unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option Contractor shall pay District for travel, per diem, and other costs incurred by District to examine, audit, excerpt, copy, or transcribe such material at such other location.

7.30.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

A. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 7.30 shall constitute a material breach of this Agreement upon which the District may terminate

or suspend this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

7.31 Recycled Bond Paper

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

7.32 Subcontracting

The requirements of this Agreement may not be subcontracted by Contractor **without the advance approval of District**. Any attempt by Contractor to subcontract without the prior consent of District may be deemed a material breach of this Agreement. In the event of such material breach, District may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

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

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

7.32.2 Contractor shall indemnify and hold District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

7.32.3 Contractor shall remain fully responsible for all performances

required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.

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

7.32.5 The District's Project Director is authorized to act for and on behalf of District with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to District for their files.

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

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

Lucy Guadiana, Contract Administrator
Consolidated Fire Protection District of Los Angeles County
Administrative Services Bureau / Contracts Section
5801 S. Eastern Ave. Suite 100
Commerce, CA 90040-4001

7.33 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 Paragraph 7.11 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this

Agreement. Without limiting the rights and remedies available to District under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which the District may terminate this Agreement pursuant to Paragraph 7.34 – Termination and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

7.34 Termination

7.34.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by District, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- A. After receipt of a notice termination and except as otherwise directed by the District, the Contractor shall:
- 1) Stop work under this Agreement on the date and to the extent specified in such notice, and
 - 2) Complete performance of such part of the work as shall not have been terminated by such notice.
 - 3) All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph 7.30 - Record Retention and Inspection/Audit-Settlement.

7.34.2 Termination for Improper Consideration. District may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the

event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- A. Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- B. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7.35 Validity: Severability

Notwithstanding anything to the contrary in this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal or deemed as invalidating or requiring a new competitive process for any other existing agreement entered into by either party (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet promptly and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions (or provisions otherwise causing the Jeopardy Event) or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Paragraph 7.35, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is a similar in economic effect to the stricken provision as is legally possible. However, if either party reasonably and in good faith determines that the finding of illegality or unenforceability (or provisions otherwise causing the Jeopardy Event) adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, terminate this Agreement by giving written notice to the other party.

7.36 Waiver

No waiver by District of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of District to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 7.36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.37 Warranty Against Contingent Fees

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

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

7.38 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

7.39 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 7.38 - Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to District under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which District may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

7.40 Time Off For Voting

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

8.0 OTHER TERMS AND CONDITIONS

8.1 Health Insurance Portability And Accountability Act of 1996 ("HIPAA")

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

- 8.1.2 The parties acknowledge their separate and independent obligations with respect to maintaining the confidentiality, privacy, and security of patients' medical information. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 8.1.3 Contractor and County understand and agree that this Agreement does not create and is not intended to establish a HIPAA Business Associate relationship as that term is defined in HIPAA's implementing regulations.
- 8.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.2 Ownership of Materials, Software and Copyright

- 8.2.1 District shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in District all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Agreement.
- 8.2.2 During the term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of the

Contractor's working papers prepared under this Agreement. District shall have the right to inspect, copy and use at any time during and subsequent to the term of this Agreement, any and all such working papers and all information contained therein.

- 8.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Agreement, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the District's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 8.2.4 District will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The District agrees not to reproduce, distribute or disclose to non-District entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 8.2.5 Notwithstanding any other provision of this Agreement, the District will not be obligated to the Contractor in any way under Paragraph 8.3 – Patent, Copyright and Trade Secret Indemnification, for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 8.3 or for any disclosure which District is required to make under any state or federal law or order of court.
- 8.2.6 All the rights and obligations of this Paragraph 8.2 shall survive the expiration or termination of this Agreement.

8.3 Patent, Copyright and Trade Secret Indemnification

- 8.3.1 Contractor shall indemnify, hold harmless and defend District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third

party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Agreement. District shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that District's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that District's continued use of the system is not materially impeded, shall either:

- Procure for District all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

8.3.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

8.4 Transitional Job Opportunities Preference Program

8.4.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another

in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.4.2 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.4.3 If Contractor has obtained District certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

- A. Pay to the District any difference between the Agreement amount and what the District's costs would have been if the Agreement had been properly awarded;
- B. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the District of this information prior to responding to a solicitation or accepting a contract award.

8.5 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at: <http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88> Rev.%201

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable. Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

8.6 Disabled Veteran Business Enterprise Preference Program

8.6.1 This Agreement is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

8.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

8.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.

8.6.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

A. Pay to the District any difference between the Agreement amount and what the District's costs would have been if the Agreement had been properly awarded;

B. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and

C. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

8.7 Arbitration

Any disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this Paragraph 8.7 and the California Arbitration Act. The party requesting arbitration shall make a

written demand on the other party. The parties shall attempt to agree upon arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, three (3) neutral arbitrators shall be appointed from the Los Angeles panel of Judicial Arbitration and Mediation Services (“JAMS”/Endispute in the sole discretion of the JAMS/Endispute administrator). The non-prevailing party shall bear the cost of the arbitration; however, each party shall bear its own attorney’s fees. The parties shall have the rights of discovery as provided for by Section 1283.05 of the California Code of Civil Procedure. Arbitration shall take place in Los Angeles, California unless the parties otherwise agree. Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator(s) the right to make a final determination of the parties’ rights, including whether to make permanent or dissolve such court order. Further, nothing in this Agreement shall be constructed as requiring arbitration of claims brought by patients or other third parties. This Section shall not apply to any claim for which coverage exists under an insurance policy issued to either party if the applicable policy does not cover or permit such arbitration; provided, however, that the covered party shall use its best efforts to obtain the permission of its insurance carrier for such arbitration. In resolving any dispute subject to arbitration under this Paragraph, the arbitrator shall have authority to grant such relief as it sees fit, including but not limited to adjustment of the Auditor’s results or an order directing modification of the methodology used in the audit and recalculation based on such modification. No under/over-payment shall be made by either party until the completion of the arbitration and issuance of the arbitrator’s decision.

8.8 Covenant Against Contingent Fees

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

8.9 Assignment and Delegation

- 8.9.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph - Assignment and Delegation, District consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the District's sole discretion, against the claims, which Contractor may have against District.
- 8.9.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have herein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest herein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Agreement.
- 8.9.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the District's express or prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor, which may include barring Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

8.10 Payment Upon Termination or Expiration

Unless otherwise specified by District, upon the termination or expiration of this Agreement, Contractor shall continue to bill and collect for ALS Services provided through the termination/expiration date of this Agreement and shall immediately pay District any amounts owing as a result of the final audit. These obligations shall survive the termination/expiration of this Agreement.

8.11 Effect on Ambulance Agreement

Nothing in this Agreement is intended to alter or amend the Ambulance Agreement, it being the intent of the parties solely to establish a mechanism for the District to recover reasonable and appropriate compensation for Dispatch Services, BLS Supplies, and ALS Services rendered by the District staff, in compliance with applicable laws and regulations.

8.12 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in EXHIBIT D – Contact Personnel. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Fire Chief or his/her designee shall have the authority to issue all notices or demands required or permitted by the District under this Agreement.

8.13 Contact Personnel

For purposes of the day-to-day administration of this Agreement, the contact personnel for each of the parties shall be as specified on EXHIBIT D to this Agreement.

8.14 County Lobbyist Ordinance

Contractor, and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor, shall

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

8.15 Drug-Free Workplace Act of the State of California

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

8.16 Immigration Reform and Control Act

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

8.17 Entire Agreement

Contractor has entered into the Ambulance Agreement with the County. In addition to that Ambulance Agreement and any exhibits or attachments that may be part of that agreement, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto. No

amendment shall be valid unless it is documented in a written instrument duly executed by both parties. The District's Fire Chief shall have authority to agree to and execute any amendment on behalf of District that does not materially change the obligations or compensation of the parties under this Agreement.

8.18 Third Party Beneficiaries

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

8.19 No Influence of Referrals

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated provides, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

8.20 Notice of District of Investigation, Audit or Probe

Contractor shall notify district within thirty (30) days of receiving notice of pending investigation, probe, audit or similar proceeding of their organization or a Subcontractor by any State or Federal entity. This includes investigations, probes or audits conducted by a Medicare Administrative Contractor (MAC), Carrier, Fiscal Intermediary or similar entity contracted by a State or Federal agency to work on their behalf. Further, District will be provided with a copy of any findings of any investigation, probe or audit within thirty (30) days of receipt of said findings by Contractor. Contractor shall also provide to the Auditor at the time of the independent Audit/Review, a copy of any investigation, audit, probe or similar documentation, including requests for repayment, concerning the Ambulance Provider or its subcontractors that occurred within the audit period, focused on activities that occurred within the audit period, or with findings that significantly affected organization-wide

practices in a manner that would affect ALS transactions within the audit period.

IN WITNESS WHEREOF, Contractor has executed this Agreement, or caused it to be duly executed and the Consolidated Fire Protection District of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By _____
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By _____
Principal Deputy County Counsel

12-12-2014

EXHIBIT A

Basic Life Support (BLS) Supplies Fee Inventory Issues by Warehouse Jan 1, 2013 - Dec 31, 2013

From Date: Jan 1, 2013

Department: FR

Warehouse: FRMMWHSE MM Pacoima Warehouse

| Stock Item | Stock Item Description | Quantity Issued | List Price | Extended Price |
|-------------------|---|-----------------|------------|----------------|
| 0852800000001 ME4 | BAG-HAZ-WASTE-RED-DISP | 87.00 | 2.43 | \$211.41 |
| 0854500000001 M19 | BAG-F/PM-02 CYLINDER | 66.00 | 152.35 | \$10,054.97 |
| 2201500000001 MAB | REGULATOR1 DISS BRASS CORE 0-25 LPM | 43.00 | 60.10 | \$2,584.33 |
| 2719600000001 M07 | SOLUTION-SALINE-500 ML-(*) | 2,848.00 | 1.48 | \$4,219.46 |
| 3400700000035 MAZ | CYLINDER OXYGEN ALUMINUM w/TOGGLE EMPTY JUMBO-D | 27.00 | 71.15 | \$1,921.16 |
| 340880007954 M55 | RING CUTTER-COMPLETE | 39.00 | 19.85 | \$774.05 |
| 3451000004869 M77 | AIRWAY-NASAL-DISP-ADJ-FLANGE-20FR-(10/bx) | 22.00 | 53.72 | \$1,181.90 |
| 3451000004869 MC2 | AIRWAY-NASAL-DISP-ADJ-FLANGE-26FR-(10/bx) | 39.00 | 54.13 | \$2,111.11 |
| 3451000004869 MC3 | AIRWAY-NASAL-DISP-ADJ-FLANGE-28FR-(10/bx) | 32.00 | 54.13 | \$1,732.26 |
| 3451000004869 MC4 | AIRWAY-NASAL-DISP-ADJ-FLANGE-32FR-(10/bx) | 25.00 | 52.13 | \$1,303.14 |
| 3451000004869 MC5 | AIRWAY-NASAL-DISP-ADJ-FLANGE 34FR (10/bx) | 27.00 | 51.50 | \$1,390.45 |
| 3453000000001 MJ3 | BLANKET DISPOSABLE YELLOW (60'X90') | 120.00 | 4.66 | \$559.45 |
| 3453200003742 M27 | BANDAGE-TRIANGULAR (1/bx) | 1,720.00 | 0.44 | \$749.59 |
| 3453200003744 ME3 | PACK-ICE-INST/COLD-(20 per box) | 535.00 | 9.13 | \$4,882.25 |
| 3453200003747 MA2 | PAD-STERILE 3"X4"-(100 per box) | 62.00 | 20.36 | \$1,262.57 |
| 3453200003751 M25 | SWAB-STING-KILL-(10 per box) | 871.00 | 1.87 | \$1,632.62 |
| 3453200003763 MG0 | SCISSORS-PARAMEDIC-7.5" | 1,245.00 | 1.09 | \$1,355.81 |
| 3453200017287 M06 | ALCOHOL-RUBBING-1 PT | 87.00 | 1.63 | \$142.17 |
| 3453200017311 M67 | OBSTETRICAL-KIT | 356.00 | 8.17 | \$2,906.98 |
| 3453200017327 M14 | GLUCOSE-GEL-ORAL USE | 1,093.00 | 4.75 | \$5,191.02 |
| 3456400000003 MF6 | MASK-TB-HEPA-N95 (20/BX) | 35.00 | 17.20 | \$602.11 |
| 3458000000012 M64 | MASK OXYGEN DISP-PEDIATRIC | 2,400.00 | 1.37 | \$3,284.11 |
| 3458000000012 M65 | MASK-BAG-VALVE-CHILD/SM ADLT | 26.00 | 1.76 | \$45.80 |
| 3458000000012 M98 | MASK-INFANT-F/DISP RESUS | 16.00 | 3.09 | \$49.44 |
| 3458000000012 M99 | MASK-NEONATE-F/DISP RESUS | 50.00 | 2.52 | \$125.82 |
| 3458000000012 MD2 | MASK-ADULT-RESUSCITATOR-DISP-F/RESUSCITA | 43.00 | 3.50 | \$150.51 |
| 3458000000012 MD4 | RESUSCITATOR-SHIELD-INFLATOR | 131.00 | 7.25 | \$949.75 |
| 3458000000012 M17 | MASK-ADULT-LRG-CPAP-RESP-EQUIP | 259.00 | 11.43 | \$2,959.88 |
| 3458000000012 M18 | MASK ADULT SMALL CPAP RESPIRATION EQUIP. | 103.00 | 8.44 | \$869.80 |
| 3458000000012 M19 | MASK MEDIUM W/BREATHING CIRCUIT CPAP RES. EQUIP. | 1,405.00 | 37.87 | \$53,212.74 |
| 4603800000001 M17 | GASKET-OXYGEN-YOKE-(5/PKG) | 64.00 | 4.84 | \$309.65 |
| 4650200000001 MAA | AIRWAY-ORAL-30MM-NEWBORN | 1.00 | 36.45 | \$36.45 |
| 4650200042015 M54 | IMMOBILIZER-HEAD-BLOCK STA | 379.00 | 6.19 | \$2,344.67 |
| 4650200042015 M59 | BACKBOARD-IRON DUCK -(*) Stencil LACOFD | 5.00 | 157.50 | \$787.50 |
| 4650200042015 M60 | BACKBOARD-STRAP ASSY IRON DK | 181.00 | 15.00 | \$2,714.28 |
| 4650200042015 MD3 | RESUSCITATOR-POCKET MASK | 184.00 | 13.03 | \$2,397.22 |
| 4650200042015 MD5 | V-VAC-COMPLETE SET-(*) | 28.00 | 100.90 | \$2,825.15 |
| 4650200042015 MD6 | V-VAC-CATHETER-(4 per pkg) | 22.00 | 12.43 | \$273.50 |
| 4650200042015 MD7 | ADAPTER-V-VAC TIP | 17.00 | 26.36 | \$448.11 |
| 4650200042015 ME1 | V-VAC-SUCTION-CARTRIDGE | 305.00 | 20.63 | \$6,290.80 |
| 4650200042016 MG7 | CUFF-BLOOD PRESSURE-ADULT | 380.00 | 21.86 | \$8,306.98 |
| 4650200042016 MG8 | CUFF-BLOOD PRESSURE-PEDS | 74.00 | 22.53 | \$1,667.38 |
| 4650200042016 MH0 | STETHOSCOPE-SPRAGUE-BLK | 320.00 | 9.64 | \$3,083.95 |
| 4650200042033 MG9 | CUFF-BLOOD PRESSURE-THIGH-W/O GAUGE | 51.00 | 29.62 | \$1,510.80 |
| 4650200046909 ME0 | MASK RESUS. ADULT/MED SPURII BVM DISP-(12 per case) | 217.00 | 85.07 | \$18,460.54 |
| 4650200046910 MD9 | MASK RESUS. TODDLER PED SPURII BVM DISP | 159.00 | 7.10 | \$1,128.99 |
| 4650200046911 MD8 | MASK RESUS. INFANT SPURII BVM DISP | 140.00 | 7.16 | \$1,002.83 |
| 4651100048290 MG9 | CUFF BLOOD PRESSURE THIGH W/O GAUGE | 5.00 | 29.69 | \$148.46 |
| 4651400041094 M86 | ADAPTER AIRWAY ADULT/PED (10/box) | 35.00 | 76.30 | \$2,670.50 |
| 4651400048598 M86 | ADAPTER-AIRWAY ADULT/PED ZOLL-(10/box) | 64.00 | 76.13 | \$4,872.00 |
| 4653000048099 MH6 | ELECTRODE PADS-AED | 1,102.00 | 34.64 | \$38,171.68 |
| 4653000048100 MH7 | ELECTRODE-PAD-AED-CHILD-INFANT | 318.00 | 63.38 | \$20,156.42 |
| 4658800000001 M40 | SPLINT-VACUUM-FASTLINE-SMALL | 178.00 | 16.43 | \$2,923.91 |
| 4658800000001 M41 | SPLINT-VACUUM-FASTLINE-MED | 235.00 | 20.29 | \$4,767.37 |
| 4658800000001 M42 | SPLINT-VACUUM-FASTLINE-LARGE | 182.00 | 30.34 | \$5,522.17 |
| 4658800000001 M43 | SPLINT-CARDBOARD-ANKLE-SM | 397.00 | 1.55 | \$613.69 |
| 4658800000001 M44 | SPLINT-CARDBOARD-ARM-MED | 523.00 | 1.56 | \$818.33 |
| 4658800000001 M45 | SPLINT-CARDBOARD-THIGH-LRG | 688.00 | 2.17 | \$1,491.96 |
| 4658800000001 M46 | SPLINT-VACUUM-FASTLINE | 26.00 | 136.25 | \$3,542.52 |
| 4706000000001 M57 | RESTRAINTS PATIENT LIMB | 49.00 | 4.26 | \$208.74 |
| 4750900000001 M28 | BANDAGE-COBAN 4"-(12/bx) | 525.00 | 26.21 | \$13,760.05 |
| 4750900000001 M29 | BANDAGE-COVERLET-KNUCKLE (100/bx) | 340.00 | 3.65 | \$1,242.05 |
| 4750900000001 M30 | BANDAGE-COVERLET-1"X3" (100/bx) | 1,693.00 | 2.32 | \$3,927.89 |
| 4750900000001 MA0 | BANDAGE-KERLIX-(100/CS) | 10,115.00 | 1.06 | \$10,730.23 |
| 4750900000001 MA1 | DRESS-GAUZE-VASELINE-(50 per box) | 42.00 | 32.06 | \$1,346.72 |
| 4750900000001 MA7 | TAPE-ADHESIVE-1"-(12 per box) | 78.00 | 9.25 | \$721.49 |
| 4750900000001 MA8 | TAPE-ADHESIVE-2"-(6 per box) | 57.00 | 9.00 | \$513.27 |
| 4750900000001 MB0 | TAPE-TRANSPORE-2"-(6 per box) | 56.00 | 11.40 | \$638.47 |
| 4750900000001 MB1 | TAPE-TRANSPORE-1"-(12 per box) | 359.00 | 8.30 | \$2,978.65 |
| 4750900000001 MB3 | DRESSING-TRAUMA-10X30-STERILE-KENDALL | 435.00 | 3.02 | \$1,313.84 |
| 4750900005567 M38 | FORCEPS-3 1/2"NEEDLEPOINT | 87.00 | 2.21 | \$192.65 |
| 4754100031378 ME9 | GLOVES-LATEX-XXL-(50 per box) | 491.00 | 5.16 | \$2,533.56 |

EXHIBIT A

Basic Life Support (BLS) Supplies Fee Inventory Issues by Warehouse Jan 1, 2013 - Dec 31, 2013

From Date: Jan 1, 2013

Department: FR

Warehouse: FRMMWHSE MM Pacoima Warehouse

| Stock Item | Stock Item Description | Quantity Issued | List Price | Extended Price |
|--------------------------------------|---|------------------|------------|---------------------|
| 4754100047140 MAC | GLOVES-NITRILE-EXAM-SMALL-(100 per box) | 101.00 | 8.90 | \$898.90 |
| 4754100047141 MAD | GLOVES-NITRILE-EXAM-MED-(100 per box) | 415.00 | 9.03 | \$3,745.75 |
| 4754100047142 MAE | GLOVES-NITRILE-EXAM-LARGE-(100 per box) | 10,055.00 | 9.62 | \$96,742.52 |
| 4754100047143 MAF | GLOVES-NITRILE-EXAM-XLARGE-(100 per box) | 10,583.00 | 9.65 | \$102,077.68 |
| 4756200000001 MF5 | MASK-SURGICAL-FLUID SHIELD EAR-(40 per box) | 9.00 | 6.60 | \$59.38 |
| 4756200000001 MF7 | MASK-SURGICAL-FACE-EYE-SHIELD-(25 per box) | 13.00 | 23.76 | \$308.88 |
| 4756800000001 M18 | CAP-02 BTL-WHITE-(BN HQ)-(*) | 41.00 | 18.53 | \$759.73 |
| 4756800000002 M24 | HOT PACK-LARGE-(24/CS) | 779.00 | 0.60 | \$469.37 |
| 4756800000002 M31 | BURN SHEETS-60" X 96" | 165.00 | 3.37 | \$555.39 |
| 4756800000002 M32 | BURN-PACK-FACE MASK-(6 per box) | 20.00 | 44.18 | \$883.58 |
| 4756800000002 M33 | BURN TOWEL 15" X 20"-(6 per box) | 36.00 | 40.74 | \$1,466.63 |
| 4756800000002 M34 | DRAPE-SHEET-40" X 48"-(100 per case) | 2.00 | 18.67 | \$37.34 |
| 4756800000002 M37 | BOX-FIRST AID-EMPTY-(ENG. CO) | 58.00 | 62.04 | \$3,598.39 |
| 4756800000002 M50 | BOX-TRAUMA-ABS-BLK | 3.00 | 233.61 | \$700.83 |
| 4756800000002 M52 | COLLAR-CERVICAL-PEDS-ADJ-3" | 404.00 | 4.74 | \$1,915.39 |
| 4756800000002 M71 | TAG-TRIAGE-ALL RISK DMS | 34.00 | 64.98 | \$2,209.48 |
| 4756800000002 MA3 | PAD-DRESSING 7 1/2" x 8" | 2,094.00 | 0.19 | \$407.25 |
| 4756800000002 MA4 | PAD-EYE-STERILE-(4/PKG) | 63.00 | 1.33 | \$83.95 |
| 4756800000002 MA5 | GAUZE-SPONGE-4"x4"-(25 per carton) | 2,770.00 | 1.63 | \$4,504.01 |
| 4756800000002 MF4 | COMMUNICABLE DISEASE KIT | 116.00 | 15.74 | \$1,825.52 |
| 4756800000002 MG6 | PENLITE-DISPOSABLE-(6/PKG) | 1,339.00 | 0.70 | \$943.09 |
| 4758700000001 M62 | CANNULA-NASAL-ADULT | 1,180.00 | 0.37 | \$432.65 |
| 4758700000001 M79 | AIRWAY-ORAL-60MM-SMALL-CHILD | 209.00 | 0.65 | \$135.02 |
| 4758700000001 M80 | AIRWAY-ORAL-70MM-(10/bx) | 26.00 | 6.36 | \$165.38 |
| 4758700000001 M82 | AIRWAY-ORAL-90MM-(10/pkg) | 142.00 | 7.59 | \$1,078.36 |
| 4758700000001 MC9 | AIRWAY-ORAL-100MM-(10/bx) | 123.00 | 17.76 | \$2,184.91 |
| 4758700000001 MD0 | AIRWAY-ORAL-80MM-(10/bx) | 67.00 | 17.41 | \$1,166.76 |
| 4758700000001 MD1 | AIRWAY-ORAL-50MM-(10/bx) | 31.00 | 20.74 | \$643.03 |
| 4851200007969 M21 | WIPES-(EQUIPMENT)-(6/CS) | 2,523.00 | 5.54 | \$13,979.72 |
| 4858600000001 M04 | HAND-RINSE-CAL STAT-15 OZ | 81.00 | 8.41 | \$681.02 |
| 4858600000001 M05 | HAND-WASH-ACUTE-KARE | 624.00 | 8.17 | \$5,095.70 |
| 4858600000001 M20 | CLEANER-DISINFECTANT-SOAP | 79.00 | 21.58 | \$1,704.76 |
| 6152400000001 M22 | WIPES-(HANDS)-(12/CS) | 3,283.00 | 4.29 | \$14,081.94 |
| 6526500000001 M56 | BLADE ONLY for RING CUTTER | 71.00 | 19.65 | \$1,395.43 |
| 6526500000001 MB5 | RAZOR-PREP-GALLANT | 2,548.00 | 0.41 | \$1,035.42 |
| 9663600000001 M74 | EMS REPORT PAGE 1 FORM (100/PKG) | 2,570.00 | 22.97 | \$59,039.40 |
| Total for Warehouse FRMMWHSE: | | 77,076.00 | | \$614,824.61 |

2013 EMS Runs 245,552 \$2.50

Notes:

BLS supplies information provided by the EMS Section based on orders included in the Materials Management Division's warehouse system.

Run information is obtained from the INFRS system utilizing calls coded as EMS.

PER PARAGRAPH 4.1.5, THIS CALCULATION FOR THE EMS SUPPLIES COST PER EMS INCIDENT COST WILL BE UPDATED BY DISTRICT USING THE MOST RECENT TOTAL COST OF EMS SUPPLIES ISSUED FROM THE DISTRICT'S WAREHOUSE AND ANY EMS SUPPLIES SPECIAL ORDERED AND DIVIDE THAT TOTAL COST BY THE NUMBER OF EMS RUNS FOR THE MOST RECENT CALENDAR YEAR AVAILABLE. SUCH UPDATE WILL BE AT THE DISCRETION OF THE DISTRICT, BUT NO MORE THAN ONCE ANNUALLY.

EXHIBIT B

Dispatch Services Fee

2014-15

| Position | # of Positions ⁽¹⁾ | Total Annual Salary and Bonuses | Salary Savings ⁽²⁾ | Adjusted Salary |
|---------------------------------------|-------------------------------|------------------------------------|----------------------------------|------------------------|
| Battalion Chief | (3) | 3.0 \$ 477,409 | \$ (29,193) | \$ 448,216 |
| Fire Captain | (3) | 3.0 382,447 | (23,386) | 359,061 |
| Fire Dispatcher II | (4) | 76.0 4,892,715 | (299,180) | 4,593,535 |
| Fire Dispatcher Specialist | (4) | 4.0 280,930 | (17,178) | 263,751 |
| Information Systems Support Analyst I | (5) | 1.0 79,699 | (4,873) | 74,826 |
| Computer Operator Specialist | (5) | 1.0 52,195 | (3,192) | 49,003 |
| Senior Operating Systems Analyst | (5) | 1.0 104,104 | (6,366) | 97,738 |
| Head Fire Dispatcher | (4) | 1.0 76,379 | (4,670) | 71,709 |
| Supervising Fire Dispatcher | (4) | 14.0 1,012,798 | (61,931) | 950,867 |
| Totals | | 104.0 \$ 7,358,675 | \$ (449,968) | \$ 6,908,707 |
| Employee Benefits | (6) | | | 535,390 |
| Safety | | | | 3,170,272 |
| General | | | | 26,000 |
| \$250 Board Approved Bonus | (7) | | | 5,455,000 |
| S&S | (8) | | | 2,774,962 |
| Overhead | (9) | | | 18,870,331 |
| Total Annual Cost | | | \$ | 18,870,331 |
| Number of Dispatches | (10) | | | 988,804 |
| Estimated Rate per Dispatch | | | \$ | 19.08 |
| | DHS Offset | | | (4.58) ⁽¹¹⁾ |
| Cost to be Reimbursed per Dispatch | | | \$ | 14.50 |

(1) The source is the 2014-15 Preliminary Allocation Report based on Dispatch related positions per Chief Bundensen, Chief, Command and Control Division.

(2) The source is the 2014-15 Cost Factor of 6.1148% from the Auditor-Controller.

(3) Total annual salaries based on the 2014-15 Preliminary Master Labor List, includes 3.5% Emergency Medical Technical bonus, and 3% Fitness for Life bonus.

(4) Total annual salaries based on the 2014-15 Preliminary Master Labor List, includes 5.5% Emergency Medical Dispatcher bonus.

(5) Total annual salaries based on the 2014-15 Preliminary Master Labor List.

(6) The source is the 2014-15 Indirect Expense Rate - 66.3205% Safety and 51.9595% General.

(7) Board approved \$250k bonus per position.

(8) The source is from the 2014-15 Allocation Report - Adopted - Command and Control for Dispatch related items per Chief Bundensen, Chief, Command and Control Division.

(9) 2014-15 Indirect Expense Overhead Rate of 41.497% applied to Command and Control positions only.

(10) Based on a 3 year average (2011-2013) of dispatch data from Planning and the Information Management Division, from the Computer Aided Dispatch (CAD) System.

(11) The District's actual cost (or fair market value) per unit dispatched will be offset by \$4.58 for the Department of Health Services Offset (or fair market value) associated with the estimated cost of transporting County Responsible Patients not covered by the LA County EMS Agency.

PER PARAGRAPH 4.2.3, THIS CALCULATION WILL BE UPDATED EVERY THREE (3) YEARS BY DISTRICT TO REFLECT CURRENT DISTRICT COSTS. THE DHS OFFSET OF \$4.58 WILL BE APPLIED TO THE DISTRICT'S UPDATED ESTIMATED RATE PER DISPATCH TO DETERMINE THE COST TO BE REIMBURSED PER DISPATCH FOR EACH TRIENNIAL UPDATE.

EXHIBIT C

ALS AUDIT/REVIEW

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

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

1. A copy of the Contractor's complete set of charges and associated billing codes (e.g., HCPCS) in effect during any part of the audit period. Contractor will also identify which of these charges and codes were billed in conjunction with an ALS Base rate at any time during the audit period.
2. Copies of claims submitted to Medicare, Medi-Cal, non-commercial payers, (self-insured patients/patients) and commercial insurers and other third party payers within each EOA (i.e. Kaiser, Blue Cross) and the responses to such claims, and support per the same.

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

3. A copy of any provider agreement between a third party payer and Contractor (TPA) that provides for a discount on emergency transports covered by this Agreement; provided, however, that if such agreement is subject to a confidentiality provision, Contractor may provide access to District and Auditor of such agreement for its review but shall not be obligate to provide District a copy of such agreement.
4. Within thirty (30) calendar days of the date the audit commences, each Contractor must provide the Auditor a computer readable file in Excel (.xls or .xlsx) format with the following data elements:

| Data Element | Description/Definition/Comment |
|--|--|
| Date of Service | Date transport occurred |
| Run Number | Unique Number assigned and stored in claims system |
| Patient Account Number | Billing system identifier for patient transported |
| Incident Number | County Fire District Dispatch incident number |
| Patient Care Record (PCR) number | Number on County PCR form or equivalent electronic PCR record |
| Response Type | Emergency or Non-Emergency |
| Level of Service | ALS1, ALS2 |
| Non Base-Rate ALS Charge | Medi-Cal Extra Attendant or ECG type charges |
| Financial Class(es) - Medicare – | Includes Medicare, Medicare Advantage and Federal Health Plans at Ambulance Fee Schedule pricing |
| Financial Class(es) - Medi-Cal | Includes Medi-Cal and Medi-Cal HMO plans at Medi-Cal pricing |
| Financial Class(es) - Commercial Insurance | Includes Automobile Insurance and Worker's Compensation claims |
| Financial Class(es) - Self-Pay | Includes all other payments not categorized above |
| Contracts (if applicable) | If the payment is subject to a contractual agreement or TPA |
| Payer Specific payer | (e.g. Blue Cross of California, Railroad Medicare, Kaiser, etc.) |
| Gross Charges | Aggregate value of charges for base ALS related charges (e.g., Medi-Cal ECG) |
| Contractual Write-Down | Difference between Gross Charges and Maximum Allowable charges for Medicare or Medi-Cal program or similar statutory write-off and difference between gross charges and rate contracted with other payors. |
| Revenue Adjustment | Adjustment to billed charges e.g., mileage reduced/ corrected |
| Net Charges | Gross Charges less Revenue Adjustment & Contractual Write-Down |

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

EXHIBIT D

CONTACT PERSONNEL

DISTRICT:

Project Manager, District Audits, Insurance Coverage Evidence, General Notices, General Agreement Provisions, and Related Subjects

Acting Deputy Chief Theresa Barrera
Administrative Services Bureau
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

Office: (323) 881-2426 Fax: (323) 261-6393

ALS Services, Disputes with number of EMS Dispatches or Incidents, Compliance Training, District Records, and Related Subjects

Assistant Fire Chief Richard Moreno
Emergency Medical Services Section
Los Angeles County Fire Department
1320 North Eastern Avenue
Los Angeles, CA 90063-3294

Office: (323) 881-2337 Fax: (323) 268-1832

Payments and Related Subjects

Debbie Aguirre, Acting Chief
Financial Management Division
Los Angeles County Fire Department
5801 South Eastern Avenue, Room 130
Commerce, CA 90040-4001

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

CONTRACTOR:

Project Manager

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

ALS Payments, District Audits, and Related Subjects

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

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT F

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

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

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

EXHIBIT G

POSITION: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

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

EXHIBIT I

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

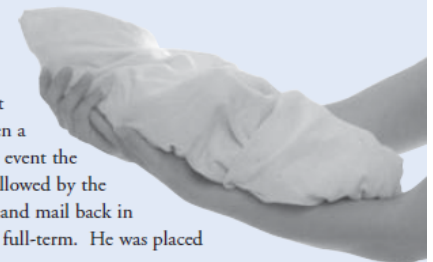
What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby's story

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



How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

