

CITY OF MANHATTAN BEACH GENERAL SERVICES AGREEMENT

EMERGENCY AMBULANCE TRANSPORT SERVICES

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into as of March 20, 2020 ("Effective Date") by and between the City Of Manhattan Beach, a California municipal corporation ("City") and Westmed Ambulance Service, Inc., a California corporation dba McCormick Ambulance ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services.

A. Contractor shall perform the work and provide all labor, materials, equipment and services (hereinafter, the "Work" or "Services") in a good and workmanlike manner to provide emergency ambulance transport services in the City of Manhattan Beach, as described in this Agreement and the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

B. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Joseph Chidley, Director of Operations (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

D. Contractor shall keep itself informed of all local, state, and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Contractor shall at all times observe and comply with all such ordinances, laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA"). City, and its officers, officials, employees, agents or volunteers shall not be liable at law or in equity occasioned by failure of Contractor to comply with this paragraph.

2. Extra Work. Extra work, when ordered in writing by the City Representative and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the price agreed upon in writing between Contractor and the City Representative.

3. Term. The term of this Agreement shall be from the Effective Date through March 18, 2023, unless sooner terminated as provided in Section 12 of this Agreement. Additionally, City shall have two one-year options to renew this Agreement. The City Manager, in his or her sole discretion, may exercise each option to extend by written notice to the Contractor Representative.

4. Time of Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services with reasonable diligence. Provided, however, Contractor shall not perform any work under this Agreement until Contractor furnishes proof of insurance as required under Section 14 of this Agreement, and City's Risk Manager has approved the proof of insurance.

5. Time. Time is of the essence in this Agreement.

6. Compensation.

A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Nine Hundred Thirty-Five Thousand Dollars (\$935,000.00; the "Maximum Compensation"), in accordance with the prices with the following schedule:

Year 1 (3/19/20-3/18/21) \$380 per transport
 Year 2 (3/19/21-3/18/22) \$389 per transport
 Year 3 (3/19/22-3/18/23) \$398 per transport

B. If one or both of the option periods are exercised, the amount of the the Maximum Compensation shall be increased by an amount not to exceed Three Hundred Thirty-Five Thousand (\$335,000.00) per option year, and the amount per transport shall be as follows:

First Option Year (if exercised) (3/19/23-3/18/24) \$407 per transport
 Second Option Year (if exercised) (3/19/24-3/18/25) \$417 per transport

C. The prices set forth in this Section include all costs and expenses; City will not reimburse Contractor for any expenses incurred in the performance of the Services.

7. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the number of transports provided during the billing period, fee per transport, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

8. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, state and federal law. These payments are included in the total amounts in Section 7.

9. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

10. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

11. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

12. Personnel.

(a) All persons performing the Services under this Agreement shall have all the necessary technical expertise, permits, professional licenses, certificates, training, and other qualifications required by this Agreement or other applicable laws. Contractor shall provide City with copies of the permits, licenses, and certificates at the request of City. Persons performing the Services under this Agreement shall have in their possession, at all times when on duty, applicable licenses, certifications or permits required for their specific job function and as required by this Agreement or other applicable laws.

(b) Contractor represents that it has, or shall secure at its own expense, all personnel required to perform Contractor's Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

(c) Contractor shall ensure that none of its personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance of the Services required under this Agreement.

(d) Contractor shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.

(e) Contractor shall make available to the City Representative, upon request, the training records of all personnel performing the Services under this Agreement and shall maintain a list of the names of all personnel and copies of their applicable licenses and certificates.

13. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of the Services under this Agreement, including a business license.

14. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. This Agreement may be canceled by Contractor at any time with or without cause and without penalty upon 90 days' written notice. In the event of termination, all finished or unfinished work and other materials shall, at the option of City, be delivered to and become the property of City. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

15. Indemnification.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in

any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

16. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability [Errors and Omissions] Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Broader Coverage/Higher Limits. If Contractor maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

19. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs its services pursuant to this Agreement.

21. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

22. Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the City Representative or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

23. Confidentiality and Release of Information.

A. All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Representative.

B. Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Representative or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

C. If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

D. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

24. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

25. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

26. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

27. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

28. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred

in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Authority. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

31. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

32. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

33. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

34. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

35. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

If to City:

Attn: Fire Chief Daryn Drum
City of Manhattan Beach 1400
Highland Avenue Manhattan
Beach, California
Telephone: 310-802-5203
Email: ddrum@citymb.info

If to Contractor:

Attn: Joeseeph Chidley, Director of Operations
McCormick Ambulance
2020 South Central Ave.
Compton, Ca. 90220
562-254-2548

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90066
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

With Mandatory Copy to:

AmericanMedical Response
Attn: Law Department
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

36. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

37. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

CITY OF MANHATTAN BEACH

CONTRACTOR

WESTMED AMBULANCE

SERVICE, INC. DBA

McCORMICK AMBULANCE

DocuSigned by:
By: Bruce Moe 5/29/2020
Bruce Moe, City Manager

DocuSigned by:
By: Edward Van Horne

ATTEST:

Printed Name: Edward B. Van Horne

Title: Chief Operating Officer

DocuSigned by:
By: Liza Tamura 6/1/2020
Liza Tamura, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: City Attorney, Quinn M. Barrow 5/28/2020
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL CONTENT:

DocuSigned by:
By: Steve S. Charelian 5/28/2020
Steve S. Charelian, Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Daryn Drum 5/28/2020
Daryn Drum, Fire Chief

EXHIBIT A

Scope of Services

1. Contractor must provide, operate, and maintain at its sole cost and expense, an ambulance dispatch center. Contractor's Ambulance Emergency Response Communications System must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission ("FCC") frequencies at all times during the term of the contract.
2. Contractor must comply with the following requirements concerning the installation, use, operation, and maintenance of their Emergency Response Communications System:
 - A. Prior to the Effective Date, Contractor must obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Emergency Response Communications System, which is necessary to provide emergency ambulance response services under the agreement;
 - B. Emergency Response Communications System must be operated and maintained by Contractor twenty-four (24) hours per day, seven (7) days per week;
 - C. Contractor dispatch centers must be equipped with a secondary, emergency back-up electrical system to insure uninterrupted twenty-four (24) service; and,
3. All emergency ambulance vehicles licensed in Los Angeles County must comply with all County EMS policies and directives related to communication requirements.
4. Web Based Communications Application, Contractor must have installed a web based communication application for hospital status, required assessments and messages, and MCI coordination (e.g. ReddiNet or other systems that can replicate ReddiNet).
5. Contractor must provide twenty-four (24) hour emergency ambulance transportation and related services within the Manhattan Beach EOA, at or above the level agreed to in this Agreement, seven (7) days a week during the term of the contract.
6. Contractor must have an authorized field supervisor available to Manhattan Beach Fire personnel, either by radio or in person, and physically present within the County of Los Angeles, on a twenty-four (24) hour, seven (7) day per week basis during the term of the contract.
7. Contractor must respond to the Manhattan Beach Fire Departments requests for BLS emergency ambulance transportation service within the response times set forth in this Section. Response times will be calculated as the actual elapsed time in minutes from the moment the requested ambulance is dispatched by contractor's dispatch center to the time that the contractor's first ambulance arrives on scene. Where multiple ambulances are dispatched to the same emergency scene, only the response time of the ambulance arriving first will be counted for purposes of calculating the response time. Contractor will be responsible for providing monthly response time reports to City.

- A. The following response priority codes, and definitions will apply with regard to calculating response times:
 - i. Code 2 Emergency ambulance vehicles responding to an emergency scene or request for service expeditiously, without red lights and sirens on.
 - ii. Code 3 Emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.
 - B. Contractor shall maintain a monthly compliance rate of ninety percent (90%) combine for all code 2 and code 3 responses:
 - i. Code 2 Response time must not exceed twenty-nine (29) minutes, zero (0) seconds.
 - ii. Code 3 Response time must not exceed fourteen (14) minutes, fifty-nine (59) seconds.
 - C. Contractor will be responsible to meet the above response times for all responses including simultaneous requests for emergency ambulances services in the Manhattan Beach EOA.
 - D. In the event a call for service is canceled prior to arrival, response times shall not be factored into the overall response time reporting. Response times for units cancelled after arrival at an incident will be included in the response time calculation.
 - E. Contractor must provide monthly response time reports to City.
 - F. In the event, in any given month, Contractor fails to meet the required response time requirements, outlined in this Agreement, Contractor will pay to City a penalty in the amount of \$300 for each non-compliant month of service. Fees will be assessed monthly, and will be due to City within 60 days of the last day of the non-compliant month.
8. Contractor must demonstrate a continuous effort to detect and correct service level performance deficiencies, as determined by City, and to continuously upgrade the performance and reliability of the EMS system within the EOA. Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective action plans.
9. Contractor must certify that it is not, and will not be, violating either directly or indirectly any conflict of interest statute, rule, or regulation by its performance of the services described herein.
10. To the extent that the parties have a "business associate" relationship, the parties shall carry out their obligations under this Agreement in compliance with the privacy regulations published at 65 Federal Register 82462 (December 28, 2000) (the "Privacy Regulations")

pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), to protect the privacy of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this contract. In conformity therewith, both parties must agree that they will:

- A. Not use or further disclose PHI except: (i) as permitted under this Agreement (that is, for the purpose of maintaining accurate records of the services provided pursuant to this Agreement and for the billing of such services to patients, guarantors, insurers, carriers or other responsible parties; the issuance of reports to the other party pertaining to same; and related administrative functions pertaining to these activities); (ii) as required for the proper management and administration of ALS and BLS in their capacity as HIPAA "Business Associates" of each other; or (iii) as required by law;
- B. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the contract;
- C. Report to each other any use or disclosure of PHI not provided for by this Agreement of which a party becomes aware;
- D. Ensure that any agents or subcontractors to whom either party provides PHI, or who have access to PHI, agree to the same restrictions and conditions that apply to both parties with respect to such PHI;
- E. Make PHI available to the individual who has a right of access as required under HIPAA;
- F. Make available for amendment and incorporate any amendments to PHI when notified to do so by either party;
- G. Make available to either party the information required to provide an accounting of the disclosures of PHI made by the one party on the other party's behalf, provided such disclosures are of the type for which an accounting must be made under the Privacy Regulations;
- H. Make their internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining either party's compliance with HIPAA and the Privacy Regulations; and
- I. At the termination of the contract, return or destroy all PHI received from, or created or received by one party on behalf of the other party. In the event the return and/or destruction of such PHI is infeasible, both parties' obligations under this Section shall continue in full force and effect so long as either party possesses any PHI, notwithstanding the termination of this Agreement for any reason.
- J. Contractor is required to submit a copy of its HIPAA Compliance Plan, which shall include Business Associate Agreements and evidence that employees have signed

a confidentiality statement and have undergone privacy training.

11. Contractor must establish a Continuous Quality Improvement ("CQI") program directed at, but not limited to, effective administration and management of clinical performance, response time performance, driver performance, dispatch performance, and for all other BLS service levels. Contractor must submit to City monthly summary reports showing the results of all CQI program performance elements.
12. Contractor must employ only competent and trained personnel, and shall provide a sufficient number of employees to perform the services provided under this Agreement. Contractor must comply with the following personnel requirements:
 - A. All Contractor employees and ambulance personnel shall be sufficiently trained and capable to ensure the safe and proper discharge of their service responsibilities.
 - B. All Contractor ambulance personnel must possess valid and current California Emergency Medical Technician (EMT-I) certificates and valid California Driver's Licenses in the proper class, including any required certifications, and must be compliant with all relevant provisions of the California Vehicle Code, Health and Safety Code, and all other laws and county regulations applicable to emergency ambulance response personnel.
 - C. Contractor must have an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including random alcohol and drug testing. Any Contractor employee found working under the influence of alcohol or drugs must be immediately removed from performing any further duties under this Agreement.
 - D. Contractor is required to submit information regarding its field training officer ratio to EMTs and other ambulance personnel, as well as its training program of field training officers.
 - E. Contractor must have a continuing education program, including, but not limited to, an orientation program, a continuing medical education program, driver training program, HIPPA program that will be provided to all employees with respect to their job classification
13. All equipment and supplies furnished by Contractor to perform BLS services under this Agreement must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of emergency ambulance transportation, including but not limited to, those BLS equipment and supply standards and protocols established by the Local EMS Agency (LEMSA) throughout the term of this Agreement. Such equipment and supplies must be stocked at all times on each ambulance performing services under this Agreement.
 - A. In addition to the above equipment and supply standards, Contractor must carry and stock at all times throughout the term of this Agreement on each ambulance performing services within the EOA. Contractor shall meet or exceed all passenger restraint requirements as prescribed by law.

- B. The following emergency medical equipment, which shall all be readily available and accessible from the interior portions of the patient transportation compartment:
 - i. Bag valve mask resuscitator, adult with variable mask sizes;
 - ii. Bag valve mask resuscitator, pediatric with variable mask sizes;
 - iii. Heavy gloves to be used for blood or body fluid protection;
 - iv. Disposable examination gloves, medium, large and x-large, two (2) boxes;
 - v. Suction unit that complies with LA County OHS policies and procedures;
 - vi. Non-invasive blood pressure device (various cuff sizes, including thigh cuff);
 - vii. Child safety seats (when approved by federal agencies); and
 - viii. Automatic External Defibrillator (AED) is desirable but not required.
- C. Contractor shall provide personal safety equipment for all employees in accordance with applicable federal and state laws or standards. It shall be the sole responsibility and expense of Contractor to maintain or replace, or cause to be maintained or replaced, any personal safety equipment required. Contractor is solely responsible for ensuring that all of its personnel abide by all federal, state and local safety standards.
- D. To ensure that each ambulance responder has emergency scene personal protective equipment they may need to keep them safe in a potentially hazardous environment, Contractor shall comply with State EMSA Guideline 216 regarding recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels of Personal Protective Gear, 29CFR 1926.65, App. B, Part. IV, Level D) for each ambulance dedicated to 911 emergency transportation, including:
 - i. EMS jacket with reflective stripes (NFPA 1999, EMS Standards);
 - ii. Hard hat, Work Helmet Blue; and
 - iii. Leather gloves.
- 14. All vehicles furnished by Contractor in the performance of BLS services under this Agreement must comply with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of private, emergency ambulance transportation, including but not limited to, those BLS vehicle standards and protocols established by LA County OHS.
- 15. Contractor agrees that City, may, at any time during the term of this Agreement inspect Contractor's ambulances, ambulance maintenance facilities, ambulance maintenance records, ambulance manufacturer suggested maintenance program, and/or ambulance purchase/lease/acquisition documentation.
- 16. Contractor shall be responsible for providing all necessary vehicles, personnel, and equipment to provide the required services under this Agreement. City expects that all vehicles and equipment used in the performance of the required services under this Agreement will be maintained in excellent condition. Contractor shall comply with or exceed the maintenance standard as outlined in the Standards for Accreditation of Ambulance Services published by the Commission on Accreditation of Ambulance Services. Contractor's failure to service and maintain all ambulances and equipment used in the performance of this Agreement pursuant to the manufacturer's suggested maintenance program will be deemed breach of contract and

cause for immediate termination of this Agreement.

17. Audit and access to records shall be granted to City at any time during normal business hours, and as often as may reasonable be deemed necessary by City. City may observe and inspect contractor's business office, and Contractor must make promptly available to City for its examination all of Contractor's records that pertain to the performance of this Agreement. City may audit, examine, and copy any and/or all Contractor records pertaining to their performance of this Agreement, including but not limited to, personnel records, daily logs, conditions of employment, and all other data. City's right to inspect contractor's business office and any and all records pertaining to their performance of this Agreement will be restricted to normal business hours and reasonable notice shall be given to Contractor in advance of such inspection.
18. City will be solely responsible for the billing and collection of amounts owed by customers/patients provided emergency transportation services in City, whether for services provided by the contractor, or a mutual aid contractor. As part of its billing process, City, in its sole discretion, will also bill for services provided by City. Contractor will actively cooperate with City to provide whatever information or assistance City may reasonably require to transmit the patient billing information to City's billing contractor so that it can process customer/patient billings in a timely manner. This may include, but is not limited to, Contractor providing City with a detailed list of all the emergency transportation services provided by Contractor, or mutual aid contractor, during the preceding month. The specific information to be provided by Contractor in the monthly reports will be determined by the City, and may be modified by City from time to time to meet its reasonable needs.
19. The entire proceeds of all such billings or collection efforts will be the sole property of City. Contractor will not have any right to the proceeds of any billings or collections for services provided or for any other services provided under this Agreement.