

**AGREEMENT FOR EMERGENCY AMBULANCE TRANSPORT SERVICES BETWEEN
THE CITY OF MANHATTAN BEACH AND McCORMICK AMBULANCE**

This Agreement for Emergency Ambulance Transport Services ("Agreement") is entered into this 19 day of March, 2019, by and between the City of Manhattan Beach, a California municipal corporation ("City") and Westmed Ambulance, Inc., dba McCormick Ambulance, a California corporation ("Contractor").

R E C I T A L S

- A. City desires to contract with an independent contractor to provide emergency ambulance transport services in City.
- B. City desires to contract for Basic Life Support ("BLS") ambulance transportation services that will work in conjunction with the Advanced Life Support ("ALS") services provided by City.
- C. Contractor warrants to City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. City desires to contract with Contractor to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, City and Contractor agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, Contractor agrees to perform the services and activities set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference (the "Services").
- B. As additional consideration, Contractor and City agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, City agrees to pay Contractor for Contractor's services. The applicable per patient transport fee will be \$380.00. Contractor shall have no responsibility for billing or collection of patient fees and no right to proceeds of patient collections.

2. SCOPE OF SERVICES

- A. Contractor will perform the Services, pursuant to which Contractor assumes full responsibility for the BLS provision of emergency ambulance transportation services within the Manhattan Beach Emergency Operational Area ("EOA").
- B. Except as herein otherwise expressly specified to be furnished by City, Contractor will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, and transportation necessary or proper to perform and provide the BLS emergency

transportation services required of Contractor by this Agreement.

3. **PAYMENTS** Payment to Contractor as specified in Section 1 (C) of this Agreement shall be made monthly upon City's receipt of an invoice from Contractor itemizing the transports by time and date for which compensation is being sought and providing any such other information as is specified by City.
4. **TIME OF PERFORMANCE** The Services shall commence at the time and on the date specified in a notice to proceed from City.
5. **FAMILIARITY WITH WORK** By executing this Agreement, Contractor represents that Contractor has (a) thoroughly investigated and considered the Services to be performed; (b) carefully considered how the Services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the Services.
6. **KEY PERSONNEL** A list of Contractor's key personnel assigned to oversee and manage the Services will be provided to City prior to commencement of the Services.
7. **TERM OF AGREEMENT** The term of this Agreement shall commence upon execution by both parties and shall remain in effect for a period of 12 months, unless earlier termination occurs under Section 10 of this Agreement, or unless this Agreement is extended in writing in advance by both parties.
8. **TAXPAYER IDENTIFICATION NUMBER** Contractor will provide City with a Taxpayer Identification Number.
9. **PERMITS AND LICENSES** Contractor will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
10. **TERMINATION**
 - A. Except as otherwise provided, City may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing at least 60 days before the effective termination date.
 - B. Contractor may terminate this Agreement with or without cause. Notice will be in writing at least 90 days before the effective termination date.
 - C. In the event of such termination, the Contractor shall cease services as of the date of termination.
 - D. Should the Agreement be terminated pursuant to this Section, City may procure on its own terms services similar to those terminated.
11. **INDEMNIFICATION**
 - A. Contractor shall indemnify, defend with counsel, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney's fees, expert fees

and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of services hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

- B. The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by Section 16, and any approval of said insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

12. **ASSIGNABILITY** This Agreement cannot be assigned or performance of services delegated without the consent of City in its sole and absolute discretion. Contractor's attempts to assign the benefits or burdens of this Agreement without City's written approval are prohibited and will be null and void.

13. **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor will act as an independent contractor and will have control of the services and the manner in which they are performed. Contractor is not an agent or employee of City and its employees are not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this Agreement that may appear to give City the right to direct Contractor as to the details of performing the services or to exercise a measure of control over the services means that Contractor will follow the direction of City as to end results only.

14. **AUDIT OF RECORDS.**

- A. Contractor agrees that City, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement.
- B. Contractor agrees to provide City, or designee, with any relevant information requested and will permit City, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. Contractor further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- C. Contractor will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

15. **CORRECTIVE MEASURES.** Contractor will promptly implement any corrective

measures required by City regarding the requirements and obligations of this Agreement. Contractor will be given a reasonable amount of time as determined by City to implement said corrective measures. Failure of Contractor to implement required corrective measures shall result in termination of this Agreement.

16. INSURANCE REQUIREMENTS.

- A. Contractor, at Contractor's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies:
- i. Workers Compensation Insurance as required by law. Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees, and volunteers for losses arising from services performed by Contractor for City.
 - ii. General Liability Coverage. Contractor shall maintain commercial general liability insurance in an amount of not less than ten million dollars (\$10,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 - iii. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than 3 million dollars (\$3,000,000) combined single limit for each occurrence.
 - iv. Ambulance Medical Malpractice Insurance. Contractor shall maintain Medical Malpractice Insurance in the amount not less than three million dollars (\$3,000,000) per occurrence. If the policy carries an annual aggregate, such aggregate shall be in an amount not less than six million dollars (\$6,000,000) per occurrence. Such insurance coverage may be combined with either the general or automobile liability coverage; provided, however, if the insurance coverage is so structured, the combined coverage shall be in an amount not less than five million dollars (\$5,000,000) per occurrence, with an annual aggregate of not less than ten million dollars (\$10,000,000).
 - v. Endorsements. Each general liability, automobile liability and medical malpractice insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows (with Contractor also agreeing to require all contractors, and subcontractors to do likewise):

City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of Contractor, including materials, parts, or equipment furnished in connection with such work or operations.

This policy shall be considered primary insurance as respects City, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by City, including any self-insured retention City may have shall be considered excess insurance only and shall not contribute with this policy.

This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, or agents.

- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents, or volunteers. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after Contractor has endeavored to provide thirty (30) days written notice has been received by City. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- C. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- D. Contractor shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.
- E. Failure on the part of Contractor to procure or maintain required insurance shall constitute a material breach of contract under which City may terminate this Agreement pursuant to Section 10 above.
- F. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by

Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Contractor's behalf upon the Contractor's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by City due to the breach.

17. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

City:

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
ATTN: Fire Chief

With a mandatory copy to:

City of Manhattan Beach
1400 Highland Ave.
Manhattan Beach, CA 90266
ATTN: City Attorney

Contractor:

McCormick Ambulance
2020 South Central Ave
Compton, CA 90220
562-254-2548
ATTN: Joseph Chidley, Director of Operations

With a mandatory copy to:

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

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

18. SOLICITATION Contractor maintains and warrants that it has not employed nor retained any company or person, other than Contractor's bona fide employee, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than Contractor's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the

award or making of this Agreement. Should Contractor breach or violate this warranty, City may rescind this Agreement without liability.

19. **THIRD PARTY BENEFICIARIES** This Agreement and every provision herein are generally for the exclusive benefit of Contractor and City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of Contractor's or City's obligations under this Agreement.
20. **INTERPRETATION** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
21. **ENTIRE AGREEMENT** This Agreement, and its Exhibits, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
22. **RULES OF CONSTRUCTION** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
23. **AUTHORITY/MODIFICATION** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. City's City Manager, or designee, may execute any such amendment on behalf of City.
24. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
25. **TIME IS OF ESSENCE** Time is of the essence to comply with dates and schedules to be provided.
26. **ATTORNEY'S FEES** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
27. **STATEMENT OF EXPERIENCE** By executing this Agreement, Contractor represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City. Contractor represents that its financial resources, surety and insurance experience, service experience, personnel, current workload, and experience in dealing with public agencies all suggest that Contractor is


capable of performing the Agreement and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF MANHATTAN BEACH

WESTMED AMBULANCE, INC.

Mayor


Edward B. Van Horne, President and CEO

APPROVED AS TO CONTENT:

By: 
Steve S. Charellan
Finance Director

APPROVED AS TO FORM:

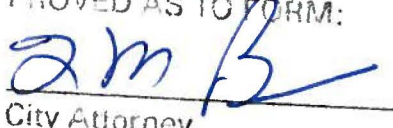
By: 
City Attorney

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 717 - 17th Street, Suite 1540 Denver CO 80202	CONTACT NAME:		
	PHONE (A/C, No. Ext): 800-675-4467	FAX (A/C, No.): 415-989-9923	
INSURED GLOBMED-02 Westmed Ambulance, Inc. dba McCormick 2020 S. Central Ave. Compton, CA 90220-5302	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Lexington Insurance Company		19437
	INSURER C: Lloyds of London - Beazley		
	INSURER D: Indemnity Insurance Company of North America		43575
	INSURER E: ACE Fire Underwriters Insurance Company		20702
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 705064487**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR 250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG71095708	3/14/2018	3/31/2019	EACH OCCURRENCE \$2,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,750,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,750,000 \$
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH25150028 ISAH25150041 ISAH2515003A	3/14/2018 3/14/2018 3/14/2018	3/31/2019 3/31/2019 3/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6798230 80% W1B173180301 20%	3/14/2018 3/14/2018	3/31/2019 3/31/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A A D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCUC64624982 WLRC64624957 WLRC64624969 SCFC64624970	3/14/2018 3/14/2018 3/14/2018 3/14/2018	3/31/2019 3/31/2019 3/31/2019 3/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B C	Professional Liability Claims Made			6798230 80% W1B173180301 20%	3/14/2018 3/14/2018	3/31/2019 3/31/2019	EA OCC/GEN AGG 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*\$1,000,000 SIR APPLIES TO EXCESS WC POLICY NO. WCUC64624982

City, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to the general, auto and excess liability policies where required by written contract

CERTIFICATE HOLDER**CANCELLATION**City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach CA 90266

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Global Medical Response, Inc.			Endorsement Number 15
Policy Symbol ISA	Policy Number H25150028	Policy Period 03/14/2018 TO 03/31/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Global Medical Response, Inc.			Endorsement Number 4
Policy Symbol XSL	Policy Number G71095708	Policy Period 03/14/2018 to 03/31/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FV91040**FILED**

In the office of the Secretary of State
of the State of California

APR-11 2018**1. CORPORATE NAME**

WESTMED AMBULANCE, INC.

2. CALIFORNIA CORPORATE NUMBER

C2040941

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
2020 S. CENTRAL AVE., COMPTON, CA 90220			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
EDWARD VAN HORNE	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			
8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
CRAIG A. WILSON	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			
9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
TIMOTHY DORN	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
EDWARD VAN HORNE	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
RANDEL OWEN	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			
12. NAME	ADDRESS	CITY	STATE	ZIP CODE
KRISTY RUTHERFORD	6363 S. FIDDLER'S GREEN CIRCLE 14TH FLOOR, GREENWOOD VILLAGE, CO 80111			

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
KEN LIEBMAN

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
5257 N. VINCENT AVE., IRVINDALE, CA 91706			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
AMBULANCE SERVICE

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

04/11/2018

KEN LIEBMAN

REGIONAL DIRECTOR

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

FV91040

(Domestic Stock and Agricultural Cooperative Corporations)

A. CORPORATE NAME

B. CALIFORNIA CORPORATE NUMBER C2040941

[illegible]