

AMENDED AND RESTATED AGREEMENT FOR BASIC AND
ADVANCED LIFE SUPPORT AMBULANCE SERVICES

This AMENDED AND RESTATED AGREEMENT FOR BASIC AND ADVANCED LIFE SUPPORT AMBULANCE SERVICE ("Agreement") is entered into effective as of October 1, 2018 ("Effective Date") by and between the CITY OF CHULA VISTA, a chartered municipal Corporation ("Chula Vista"), together with the CITY OF IMPERIAL BEACH, a municipal corporation, ("Imperial Beach") and BONITA/SUNNYSIDE FIRE PROTECTION DISTRICT, an independent special district ("District") each an "EOA Agency" and collectively the "EOA Agencies") and AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC. F/K/A LAIDLAW MEDICAL TRANSPORTATION, INC a Delaware corporation, dba AMERICAN MEDICAL RESPONSE ("AMR") with referenced to the following facts:

RECITALS

- A. Within Chula Vista, there is a public health and safety need for effective and efficient basic and advanced life support emergency ambulance services.
- B. Various studies and actual practical experience have clearly demonstrated that communities of the approximate size and population of the EOA Agencies are best assured of receiving the highest level of emergency ambulance transportation services at the lowest cost to the consumer where service calls are originated through the 911, system if said services are delivered by a single, competent provider on an exclusive basis;
- C. Under state and local law, each EOA Agency is authorized to provide or contract for exclusive emergency ambulance services as public convenience requires, and has been doing so since prior to June 1, 1980;
- D. The County of San Diego ("County") has adopted a plan, in which it has designated an exclusive operating area ("EOA") defined as that part of San Diego County generally known as Chula Vista, Bonita/Sunnyside Fire Protection District, and Imperial Beach, for which Chula Vista has the authority to contract;
- E. The EOA Agencies participate in the EOA's first responder system responding to all emergencies originated in the 911 system;
- F. Since prior to June 1, 1980 the EOA Agencies have contracted with AMR, or its predecessors, for the provision of emergency ambulance transport services within their jurisdiction.
- G. The most recent agreement between the Parties for AMR'S provision of emergency ambulance services is that certain Revised and Restated Agreement for Basic and Advanced Life Support Ambulance Services dated effective July 1, 2011 (the "2011 Agreement").

- H. The 2011 Agreement has been extended twice, first on October 1, 2014 pursuant to a First Amendment thereto until September 30, 2017, and second on October 1, 2017 pursuant to a Second Amendment thereto until up to March 31, 2018. On March 23, 2018, the Agreement was extended until May 31, 2018 to allow for negotiations. The parties agreed to terminate the Agreement at 11:59 p.m. October 31, 2018 if no agreement is negotiated.
- I. The Parties now desire to enter into this Agreement, for the continuation of AMR's provision of emergency ambulance services to the EOA Agencies within the EOA on the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. SERVICES

AMR shall, without cost to the EOA Agencies, perform the following services to the satisfaction of the EOA Agencies:

- 1.1 Provide pre-hospital Advanced Life Support ("ALS") and Basic Life Support ("BLS") emergency medical care and transport services in response to medical calls for service received through 911 and/or public safety dispatch and communication centers for calls within the EOA, twenty-four (24) hours each day, seven (7) days a week without interruption, without regard to the patient's financial status.
- 1.2 AMR shall respond in 11:59 minutes or less at least ninety percent (90%) of all ALS emergency calls (Levels 1, 2 and 3) dispatched each month within each EOA Agency's jurisdiction.
- 1.3 AMR shall respond in less than twenty (20) minutes to at least ninety percent (90%) of all BLS calls (Level 4) dispatched each month within the EOA.
- 1.4 Response time shall be calculated from the time that a dispatch is received by AMR for the first dispatched ambulance until the time that the first ambulance arrives on the scene or at the designated staging area as designated by the incident commander.
- 1.5 At a minimum AMR shall provide five (5) Type III ALS capable ambulances, operating twenty-four (24) hours per day; and an additional two (2) Type III, ALS ambulances operating twelve (12) hours per day, posted within or immediately adjacent to the EOA at all times as necessary to fulfill response time requirements imposed by this Agreement. One ambulance shall be posted at Chula Vista Fire Station # 6 pursuant to the terms of a lease to be negotiated on standard industry terms at fair market value.

- 1.6 Only ALS capable units shall be deployed in direct response to calls for Levels 1, 2 and 3, medical emergencies originating from the 911 system or requests from public safety dispatch and/or communications centers.
- 1.7 AMR will provide a representative in each EOA Agency's Emergency Operations Center (EOC) when reasonably required upon activation of such EOA Agency's EOC.
- 1.8 Provide and maintain a minimum of one (1) 800 MHz mobile radio per ALS unit compatible with first responder fire agency radio frequencies within the EOA, "Central Zone" and "Metro Zone".

AMR units assigned to emergency 911 incidents within the EOA will follow radio procedures mutually agreed to between AMR and fire agencies. AMR will participate in the RCIP project which includes AVL capabilities.

AMR units assigned to incidents will comply with the Incident Command System, and report to the Incident Commander (IC) for assignment on the assigned Command and Tactical radio frequencies.

All AMR dispatch data shall be captured electronically on a "real-time" basis with a computer system capable of providing information to Chula Vista with respect to address, times of dispatch, response times, arrival times transport code and unit identifier.

AMR will work with each EOA Agency in developing area specific radio identifiers and designators.

- 1.9 AMR agrees to attend and participate in meetings called from time to time by Chula Vista or any other EOA Agency for the purpose of planning and coordinating EMS service within the EOA and to discuss any issues with response times or performance of contract responsibilities. Throughout the term of the Agreement: (a) AMR field supervisory staff assigned to provide services under this Agreement shall be trained at ICS 300 level; and (b) AMR ambulance crews assigned to provide services under this Agreement shall be trained at ICS 100 & 200 level.
- 1.10 Provide a complaint procedure as outlined herein:

Whenever a complaint is received, regardless of whether from a health care agency, public safety agency, a patient, or the general public, an Incident Report Form shall be completed. The field supervisor shall conduct the initial investigation with emphasis placed on identification of potential system failures and deficiencies, recommendations for short and long-range corrective actions, and the documentation of facts for future review and reference.

Whenever possible, an immediate face-to-face response shall be made by a member of AMR's management team.

All documentation on complaints and criticisms shall be maintained for at least three (3) years and a copy forwarded to the appropriate EOA Agency within thirty (30) days of resolution or, in a case where no resolution is reached, the City Manager of the appropriate EOA Agency, his or her designee, or, in the case of District, District's Fire Chief shall be notified within two (2) business days of determining that the matter is not resolvable.

- 1.11 AMR shall resupply the Fire Departments of each EOA Agency with medical supplies and related emergency medical equipment, including Personal Protective Equipment and disposable semi-automatic defibrillator supplies contained within the list of equipment and supplies described in Exhibit "A," up to a maximum cost "Maximum Resupply Obligation" per fiscal year (July through June).
- a. For equipment and supplies not exchanged at the scene, beginning July 1, 2018, the Maximum Resupply Obligation shall be \$27,000. AMR's Maximum Resupply Obligation shall be increased each fiscal year by ten percent (10%) each year.
 - b. The ratio of the resupply amount shall correspond, on a pro rata basis, to the percentage of calls for service for each EOA Agency.
 - c. The cost of the items supplied by AMR shall be determined by the actual invoice cost to AMR. Chula Vista shall be provided with an appropriate statement on a monthly basis from AMR detailing supplies that each EOA Agency has received through this process and the cost assigned to the same. In no event shall AMR's obligation hereunder exceed the actual cost of the EOA Agencies aggregate resupply needs.
 - d. AMR shall clearly label all items delivered to each EOA Agency and shall provide, with the initial order, "Material Safety Data Sheets" for any new items added to each EOA Agency's use or inventory.
 - e. In the event that changes in federal, state or local regulations require additional Personal Protective Equipment or other medical equipment or supplies in support of EMS operations, and/or if AMR and Chula Vista, by mutual consent, agree to utilize new equipment in the field to enhance patient care, and the Maximum Resupply Obligation by AMR is thereby caused to be exceeded for a given fiscal year, the parties agree to negotiate in good faith to adjust the maximum limits of AMR's contribution.
 - f. Establish an agreed, standardized-compliment of EMS disposable equipment for fire stations. AMR agrees to deliver or have delivered these inventories to a maximum of three (3) locations (one within each EOA

Agency's service area) on a weekly basis, subject to modification by mutual consent of the Parties.

- g. Provide to Chula Vista on a monthly basis a re-supply balance sheet. Information shall identify all itemized transactions taken from the re-supply obligation in 1.12 (a) of the Agreement.
 - h. Disposable medical supplies identified in the revised "**Exhibit A**" that are not typically replaced "one-for-one" on scene, or the specific make and model are not supplied by AMR will be replaced by AMR in accordance with the re-supply balance sheet provisions of the contract.
- 1.12 Properly transport and dispose of all biological/medical waste generated by Chula Vista within the EOA while rendering services pursuant to this agreement. Includes biological/medical waste storage sheds at Fire Station #2 and Fire Station #6.
 - 1.13 Provide all ambulances, as well as other vehicles and equipment, that are necessary for the provision of services required under this Agreement (including all fuel, lubricants, maintenance, insurance, and repairs/replacement).
 - 1.14 Provide standby ambulance support to the Fire Departments of each EOA Agency at major emergencies as determined appropriate and necessary by each EOA Agency's incident commander. Exemptions to response time requirements shall be granted to AMR for calls received within the response area for the unit assigned to such incidents during the time that unit is committed. Additionally, calls that can be shown to be exceptions because of the deployment of this resource may also be granted exempt status from response time compliance.
 - 1.15 Comply with all training requirements established by the State of California, and all applicable policies and provisions regarding medical care standards established by the San Diego County Emergency Medical Services Division (SDCEMSD), including any and all agreements between Chula Vista and the County with respect thereto.
 - 1.16 AMR will submit updated Grooming/Tattoo policies to all participating jurisdictions for review and input within 30 days of the effective date of this Agreement.
 - 1.17 AMR Uniforms: Shoulder Patch: Previously agreed upon (1) work uniform policies (namely, that (a) Rank /File 911 Paramedics: Uniform shirts and pants will be navy blue in color, with black buttons; and (b) Administration: Uniform shirts and pants will be navy blue in color with black buttons), and (2) shoulder patches, shall be worn by all AMR's Paramedics and Emergency Medical Techs. throughout the term of this agreement.

2. SYSTEM REQUIREMENTS

- 2.1 All ambulance units must be equipped and staffed at all times to meet all state and county laws and regulations affecting service delivery. AMR shall operate and maintain all ambulances and equipment in a manner that will not endanger life or property, and in accordance with all existing and future federal, state, and local laws, ordinances, regulations, resolutions, policies, procedures, and protocols applicable to AMR's performance pursuant to this Agreement. AMR shall maintain Primary Type III Modular ALS units within the EOA in accordance with practices in effect as of the Effective Date.

Preventable Mechanical Failure:

Ambulances dedicated to the Southbay EOA primarily assigned to 911 responses shall be Type III units equipped as described in the EOA contract and shall have a maximum service life of 250,000 miles or five (5) years (whichever is less). Reserve or replacement ambulances shall be Type III units. Type III reserve units as well as units that respond into the Southbay EOA from another area, will not be held to the mileage or year requirements.

Chula Vista shall have the ability to designate a reserve or replacement unit as in need of evaluation and replacement if it meets the following criteria:

- Any unit that has been out of service for more than one (1) day (24 hours), four (4) or more times in a calendar year; or
- Any unit that has failed to respond because of a mechanical reason more than once in a calendar year; and
- Excepting that this definition does not include units out of service for regular scheduled maintenance. Once a unit is repaired and placed back into service it shall be monitored for a six (6) month period.

Under extreme circumstances, including but not limited to, a disaster, local emergency or excessive fire activity, AMR may be granted a variance to this requirement. Once the extreme circumstance has passed, the above requirements will be reinstated.

- 2.2. Staffing. For all requests for service received through the 911 system and/or public safety dispatch and communication centers for calls within the EOA Area, AMR shall ensure that, at a minimum, the staffing requirements of SDCEMSD or other appropriate successor in interest with appropriate authority, will be met at all times. In furtherance of this requirement:
- a. AMR shall guarantee minimum staffing levels on all units assigned to the EOA twenty-four (24) hours per day, 365 days a year.

- b. Such staffing levels shall be mandatory and employees needed for such staffing shall not be released until such time as minimum staffing levels can be maintained.
 - c. AMR will provide one (1) AMR supervisor/ vehicle which will be available to the South Bay & National City EOA twenty-four (24) hours/day — seven (7) days/week. Typical expectations include: overhead resource for incident operations, incident support (i.e., rehab and medical monitoring), and occasional field training.
- 2.3 AMR agrees to employ paramedics who meet and/or exceed all state and county licensing and certification requirements. AMR will ensure that all emergency personnel meet the continuing education requirements specified by San Diego County.
- 2.4 AMR shall notify the EOA Agencies immediately whenever any condition exists which adversely affects delivery of satisfactory emergency medical services to the EOA. For purposes of this paragraph, notification of Heartland Fire Communications and San Diego Fire Dispatch facilities shall be deemed appropriate notification.
- 2.5 Other County-permitted providers' ambulances and personnel may be used for 911 prehospital emergency medical care and transport only in accordance with County policy and with approval of AMR.
- 2.6 When it becomes necessary to use other providers to assist in responding to 911 calls, AMR shall include such incidents in the monthly report.
- 2.7 AMR is responsible for assuring that its ambulances are staffed and equipped in accordance with County policy and the terms of this Agreement.
- 2.8 AMR shall participate in and cooperate with other EMS system entities in furthering the development of the system.
- 2.9 Chula Vista acknowledges AMR's responsibility to inform each Agency it contracts with of the requirements contained in the Health Insurance & Portability Act of 1996 regarding confidentiality of patient records. The EOA Agencies agree to uphold the law with regard to the confidentiality of patient records and bear the costs of any violation of patient confidentiality by their respective employees.

3. RESPONSE TIME PERFORMANCE

System response times are a key measurement of performance. This measurement is the determining factor that drives the placement and redeployment of the system's resources throughout the entire system.

- 3.1 Each incident will be counted as a single response regardless of the number of units that respond.
- 3.2 AMR shall use its best efforts to minimize variations or fluctuations in response time performance. AMR shall notify a contact person identified by Chula Vista in real time” upon the occurrence of a non-compliant response time “outlier” event as defined in Section 4.1.c., below.
- 3.3 AMR shall not be held accountable for response time compliance for any request for service outside the EOA. Responses to requests for service outside the EOA will not be counted in the number of total calls used to determine response time compliance under this Agreement.
- 3.4 Compliance Reporting. AMR shall file a report of response time compliance on the following basis:
 - a. AMR shall provide each EOA Agency its own separate report of response time compliance within each such agency’s jurisdiction on a monthly basis. For the City of Imperial Beach and the Bonita/Sunnyside Fire Protection District, for response time compliance purposes, AMR will only be considered out of compliance within either service territory if response time performance within such service territory falls below 90% for two (2) consecutive months or for three (3) months within any twelve (12) month time period within each separate jurisdiction.
 - b. Such reporting shall be filed within ten (10) days of the end of the previous month.
 - c. The format of this report is subject to reasonable approval by Chula Vista. Reports shall be submitted in Excel or an equivalent format. This report shall include:
 - i Total number of responses
 - ii Incident response times by unit and incident address
 - iii Raw compliance (without exceptions) percentage
 - iv Number of responses receiving exceptions.
 - v Number of 911 calls handled by other transport provider agencies
 - vi Adjusted compliance total with exceptions (if any) that have been granted by the applicable EOA Agency (percentage)
 - vii Number of 911 calls handled by non-dedicated EOA units

- 3.5 Response Time Exemptions. It is understood that unusual circumstances beyond AMR's reasonable control can induce response times that exceed the aforementioned standards. "Declared Disasters": AMR may request an exception to response time standards during times of declared emergencies as determined by the Fire Chief or their designee, or calls to a scene related to an activation of "Annex D" of the San Diego County Multi-Hazard Disaster Plan.

Equipment failure, traffic collisions not involving the responding ambulance, or lack of a nearby ambulance shall not furnish grounds for release from general response time standards. If AMR feels that any run or group of runs should be exempt from response time standards due to unusual circumstances beyond AMR's reasonable control, AMR may request that these runs be excluded from response time performance calculations. Each EOA Agency shall determine the granting of exemptions within its service area. If the EOA Agency concurs that the circumstances do fit the contract's exemption criteria, it shall allow such exemptions in calculating overall response time performance.

- a. Each request for exemption must be submitted in a form approved by the applicable EOA Agency and shall be filed within ten (10) days of the end of the previous month.
 - b. The EOA Agencies will have ten (10) days from the receipt of the requested exemptions in which to notify AMR as to Whether the requested exemptions have been granted or denied.
- 3.6 Reassignment En-route. If a responding ambulance is reassigned en route from a first call to second call prior to arrival at the incident location, the response time clock will not stop on the first call until the arrival of an appropriately staffed ambulance on the scene of the first call.
- a. Separate code classifications and response time measurements will be kept on each call.
 - b. AMR is expected to meet the applicable response times for the calls, even when diverted.
- 3.7 Notwithstanding any other provision within this Agreement, the ALS Ambulance may be canceled en route or down graded by dispatch, or any on-duty paramedic, EMT, or public safety officer at the scene consistent with San Diego County medical protocols.

- 3.8 Cancellation of Calls. Calls cancelled prior to the arrival of an ambulance on scene shall not be included in determining monthly response time compliance if the cancellation occurs in 11:59 minutes or less.

4. PENALTIES FOR RESPONSE TIME NON-COMPLIANCE

- 4.1 In the event AMR fails to meet the response time requirements in any EOA Agency's service area, AMR shall be assessed penalties as follows:
- a. If AMR fails to meet the response time criteria, after exemptions (if any) have been granted, AMR shall add an additional six (6) ALS Type III unit-hours per day to the EOA.
 - b. These additional unit-hours described in paragraph 4.1 shall remain in place until such time and AMR has maintained response time compliance for two (2) consecutive months.
 - c. Notwithstanding paragraph 4.1, in the event that AMR has nine (9) or more ALS calls for service in one (1) calendar month with response times of twenty (20) minutes or longer (each on "outlier" event"), the following penalty shall apply: AMR shall add an additional twelve (12) ALS Type III unit-hours per day to the EOA for as long as it takes to reduce and sustain outlier levels to an acceptable level below the 9-event outlier threshold.
 - d. These additional unit-hours described in paragraphs 4.1 shall be implemented within seven (7) days of the applicable EOA Agency's final determination of non-compliance.

5. FEE SCHEDULES

AMR shall operate a billing and accounts receivable system that is humane, well-documented, easy to audit, and which minimizes the effort required of patients to recover funds from third party sources for which they may be eligible. AMR shall be able to provide quarterly and annual reports as specified by Chula Vista.

- 5.1 AMR is authorized to bill patients transported on calls originating as medical calls for service through 911 and/or public safety dispatch and communication centers according to AMR's fee structure attached as Exhibit "B" which may be modified from time to time as described in Subparagraphs below.
- 5.2 Rates charged for Base Rate, Oxygen, Mileage, Night Charges and Treatment only (No Transport) ("Primary Rate Components") shall not be increased above those set forth annually on Exhibit "B" except as expressly provided herein AMR shall provide the most recent list of above charges for each jurisdiction for this exhibit.

- 5.3 The Primary Rate Components for the term shall be as provided on the attached **Exhibit “B”** unless otherwise required and agreed to in writing in administrative agreements for individual EOA Agency service areas. AMR may increase such rates annually during the primary term (until September 30, 2021) as provided below. The rates for any extended term may be increased by mutual agreement of the parties.

Effective October 1, 2019 and October 2020, the AMR Primary Rates Component may be increased annually by an amount not to exceed ten percent (10%) per year.

- 5.4 All other non-Primary Rate Component charges, while not specifically assigned maximum rates under this Agreement, shall not exceed industry standard rates charged by AMR and other ALS/BLS service providers within the County of San Diego.
- 5.5 AMR reserves the right to submit a request to the Chula Vista City Council for a fee increase, in addition to that allowed above, for extraordinary expenses in any of the following categories:
- Vehicle physical damage insurance
 - Professional liability insurance
 - Workers Compensation insurance
 - General liability insurance
 - Gasoline, diesel, propane, oil and petroleum products
 - Pharmaceuticals or medical supplies

Extraordinary expenses are defined as an increase in cost from the previous year of twenty (20) percent or more for a specific contract year in any of the above-stated categories. The Chula Vista City Council reserves the right to approve or disapprove such a request in its sole discretion.

- 5.6 Notwithstanding the above, AMR also reserves the right to submit a request for a fee increase in the event of any extraordinary change in the payment or cost recovery provisions in Medical, Medicare, or their successor programs.
- 5.7 Chula Vista shall notify AMR in writing of approval or disapproval of the increase within thirty (30) calendar days of receipt of accurate and complete information satisfactorily supporting any increase.
- 5.8 In the event that either District or Imperial Beach withdraws from this Agreement, the minimum ambulance requirements in this Agreement shall be waived, and new minimum ambulance requirements established upon mutual agreement between the parties that adheres to less than 12-minute standard 90 percent or greater in all participating EOA agencies. The withdrawing EOA Agency must provide no less than 180 days notice to all parties of its intended withdrawal.

6. INSURANCE

AMR shall obtain and maintain at all times a policy of insurance by an insurance carrier acceptable to Chula Vista against loss from public and automobile liability arising from any operation or activity of AMR, its agents or employees. Types and amounts of such insurance to be maintained shall be as defined in **Exhibit "C"** insurance Requirements, which is hereby adopted by reference and hereby made part of this Agreement.

7. HOLD HARMLESS & INDEMNIFICATION

AMR shall indemnify, protect, defend and hold harmless each EOA Agency and their respective officers, agents, elected officials, volunteers and employees from and against all claims demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, damages, losses and expenses, including attorneys' fees and other costs of defense, arising out of or resulting from the performance by AMR, its officials, officers, employees, agents, and contractors, of the services specified in this Agreement caused, or alleged by third parties to have been caused, by any intentional or negligent act or omission of AMR, any subcontractor of AMR or anyone directly or indirectly employed by AMR or its subcontractors, except to the extent caused by the sole negligence or willful misconduct of any EOA Agency, any subcontractor thereof or anyone directly or indirectly employed thereby.

Costs of Defense and Award. Included in the obligations in the Paragraph above, is AMR's obligation to defend, at AMR's own cost, expense and risk, any and all suits, actions or other legal proceedings, that may be brought or instituted against any of the EOA Agencies, or their respective directors, officials, officers, employees, agents and/or volunteers, subject to the limitations contained in the Paragraph above. AMR shall -pay and satisfy any judgment, award or decree that may be rendered against any of the EOA Agencies or their respective directors, officials, officers, employees, agents and/or volunteers, for any and all related legal expenses and costs incurred by each of them, subject to the limitations contained in the Paragraph above.

AMR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the EOA Agencies, or their respective directors, officials, officers, employees, agents, and/or volunteers. AMR agrees to pay any and all costs that the EOA Agencies incur in enforcing the indemnity and defense provisions set forth above.

AMR's obligations under the above provisions shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR STATUS

- 8.1 All parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. AMR is not an employee of the EOA Agencies and is not entitled to any of the rights, benefits, or privileges of the EOA Agencies' employees, including, but not limited to medical, unemployment, or workers' compensation insurance.

- 8.2 This Agreement contemplates the personal service of AMR and AMR's employees or independent contractors, and it is recognized by the parties that a substantial inducement to the EOA Agencies for entering into this Agreement was, and is, the professional reputation and competence of AMR.
- 8.3 Neither the EOA Agencies nor their respective officers, agents or employees shall have any control over the conduct of AMR or any of AMR's employees or independent contractors, except as herein set forth, and AMR expressly agrees not to represent that AMR, or any of AMR's agents, servants, employees or independent contractors, are in any manner agents, servants or employees of the EOA Agencies, it being understood that AMR, its agents, servants, employees and independent contractors are as to the EOA Agencies wholly independent contractors and that AMR's obligations to the EOA Agencies are solely such as prescribed by this Agreement.

9. ASSIGNMENT

AMR shall not assign any portion of this Agreement or the services to be rendered thereunder without the written consent first obtained from Chula Vista, which will not be unreasonably withheld.

10. PERMISSION TO SUBCONTRACT SERVICES

AMR may subcontract for ALS First Responder services with each EOA Agency within the service area. Each agency may enter into an agreement with AMR for the provision of those services. The parties agree that upon execution of such subcontracts for First Responder services, response time performance standards may be modified and applicable paragraphs of this Agreement modified in conformance with these new standards.

11. RIGHT TO REQUIRE PERFORMANCE

The failure of any EOA Agency at any time to require performance by AMR of any provisions hereof, shall in no way effect the right of such EOA Agency thereafter to enforce same. Nor shall waiver by any EOA Agency of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

12. SEVERABILITY

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, such provisions shall be deemed severable, and the other provisions shall not be affected but shall remain in full force and effect.

13. AUDIT AND REPORTING PROCEDURES

AMR agrees to allow officials from each EOA Agency complete access to all operational and financial records and data (including computer generated reports) pertaining to the services

provided pursuant to this Agreement. All records and documents regarding this service shall be available in the County of San Diego for a period of not less than three (3) years. AMR further agrees to submit to Chula Vista the following reports:

- 13.1 San Diego County (pre-hospital patient records) EMS Report Forms (ALS and BLS) on request.
- 13.2 Annual Financial Report that shows revenues billed and collected by payment source for calls originating within the EOA which includes a list of all transports. (Note: Chula Vista reserves the right to conduct spot checks of patient billings.)
- 13.3 Monthly Response Time Analysis Report that shows percentage of calls arrived within minute parameters and shows all late responses for all classifications.
- 13.4 Monthly Exception Report that lists all response performance exceptions requested. AMR shall make every responsible effort to identify the cause of such extended response time and shall document efforts to eliminate repetitions of that cause of poor response time performance if requested by the EOA Agencies. (Note: time in the system is counted in seconds, not in whole minutes.)
- 13.5 Annual Collection Percentage Report, which shows a breakdown of collection performance.

14. NOTICES

All notices to AMR shall be mailed to:

General Manager
American Medical Response Ambulance Service, Inc.
3465 Camino Del Rio South Suite 410
San Diego, California 92108

and

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

All notices to the EOA Agencies shall be mailed to:

Fire Chief
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

and

City Manager and City Attorney
City of Chula Vista
276 Fourth Avenue
Chula Vista, California 91910

And

City Manager, Fire Chief and City Attorney
City of Imperial Beach
865 Imperial Beach Boulevard
Imperial Beach, California 91932

Fire Chief
Bonita Sunnyside FD.P..
4900 Bonita Road
Bonita, CA 91902

15. CONSIDERATION

Consideration provided to AMR for the comprehensive services to be provided by AMR is that the EOA Agencies shall grant to AMR the exclusive rights to provide emergency and non-emergency basic and advanced life support service within the EOA originated through the 911 system.

16. CONTRACT ADMINISTRATION

The EOA Agencies designates the City Manager, City of Chula Vista, 276 Fourth Avenue, Chula Vista, California 91910, or his/her designated representative, to administer this Agreement on their behalf. AMR designates Michael Murphy, General Manager, 8808 Balboa Avenue, Suite 150, San Diego, California 92123, to administer this Agreement on behalf of AMR. All reports, proposal, letters, notices and/or other correspondence shall be sent to the attention of the designated representatives at their respective addresses.

17. TERM OF AGREEMENT AND RENEWAL PROVISIONS

This Agreement shall commence on October 1, 2018 and shall terminate at midnight, September 30, 2021 unless earlier terminated by either party as expressly provided herein.

18. TERMINATION FOR CAUSE, LIQUIDATED DAMAGES

- 18.1 Chula Vista, on behalf of the EOA Agencies, may immediately terminate this Agreement if AMR's license to operate ambulances by the state is revoked or suspended.

- 18.2 Chula Vista, on behalf of the EOA Agencies, may terminate this Agreement for material breach, if the material breach is not cured within thirty (30) days after a written notice specifying the cause is delivered to Michael Murphy, General Manager, American Medical Response Ambulance Service, Inc., 3465 Camino Del Rio South, Suite 410, San Diego, CA 92108 and Legal Department, American Medical Response, Inc., 6200 South Syracuse Way, Suite 200, Greenwood Village, CO 80111.
- a. Material breach shall include, but not limited to:
- 1) Failure to comply with the material terms and conditions of this Agreement, after notice of the failure has been given to AMR;
 - 2) Gross misinterpretation or fraud;
 - 3) Failure to operate in compliance with the requirements of the applicable federal, state and local laws, rules and regulations relating to the provision of ALS paramedic and BLS ambulance service.
- 18.3 If, within the thirty (30) days after delivery of the written notice of termination for Material breach, the material breach has not been cured to the reasonable satisfaction of Chula Vista's representative, then Chula Vista may terminate this Agreement effective as of a date specified in a written notice of termination delivered thereafter. During the thirty (30) day cure period, if Chula Vista determines that the public health and safety -would be endangered by the continued provision of service by AMR, in consultation with the County EMS Medical Director or designee, Chula Vista may nevertheless, immediately suspend further performance and give written notice of immediate termination of this Agreement.
- 18.4 If, after termination of this Agreement for cause by Chula Vista pursuant to 19.1 and 19.2, it is ultimately determined by an arbitrator that Chula Vista's termination was not justified (that AMR had not committed a material breach of this Agreement), Chula Vista and AMR agree that the injury AMR may suffer as the result of such conduct by Chula Vista is, impossible to ascertain or estimate and that the sum of \$50,000, shall be paid by Chula Vista to AMR and is a reasonable estimate of the potential injuries suffered. Said amount is agreed upon as liquidated damages and not as a penalty.
- 18.5 Any waiver, acceptance of services, or failure to require compliance as it relates to the Agreement shall not be deemed to be a waiver of any other breach of or change to the terms of, or operate to stop Chula Vista from enforcing the provisions of this Agreement. A consent to one assignment by Chula Vista shall not be deemed to waive the right to consent to any future assignments.

19. TERMINATION FOR CONVENIENCE

Notwithstanding any provisions to the foregoing, Chula Vista may terminate this Agreement at any time and for any reason, by giving specific written notice to AMR of such termination and specifying the effective date thereof, at least 180 days before the effective date of such termination. In the event the Agreement is terminated by Chula Vista as provided in this paragraph, AMR shall be entitled to receive compensation for services rendered prior to the effective date of such termination. AMR hereby expressly waives any and all claims for damage or compensation arising from termination as provided for herein.

20. APPLICABILITY IN IMPERIAL BEACH

This Agreement shall apply throughout the EOA; provided, however, with regard to the provision of services within the corporate limits of Imperial Beach, the provisions of paragraph 3 (response time commitments) and Exhibit "B"(base rates) shall be superseded by the provisions, if any, in any agreement in effect between AMR and Imperial Beach. If AMR and Imperial Beach do not have an agreement in effect at any time during the term of this Agreement, then response times and the Fee Schedule for the Imperial Beach portion of the EOA shall be as provided herein.

21. AGREEMENT TO REOPEN NEGOTIATIONS

At any time during the term of the Agreement, either party reserves the right to propose system enhancement changes which will better meet the needs of the service area. The parties agree to meet and confer and determine the appropriateness of any such change to the system and any necessary or appropriate corresponding increase in AMR's rates. Any such change shall be by mutual agreement with each party acting in its sole discretion.

22. ADMINISTRATIVE AGREEMENTS

Under the authority of this Agreement, each EOA Agency is permitted to enter into Administrative agreements with AMR specifying different levels of services, response time commitments and rates provided to each of them. These administrative agreements will only be binding upon AMR and the parties entering into them and the benefits therein will not accrue to any party not entering into a administrative agreement.

23. PERFORMANCE BOND

Prior to the commencement of the term, AMR shall deposit with Chula Vista a performance bond in the amount of \$300,000 in favor of Chula Vista and the EOA Agencies from a surety and in a form reasonably approved by City. Such form should be attached hereto as **"Exhibit D"**. City shall only call the bond after the following conditions precedent have been satisfied:

- i) AMR materially breaches the Agreement;
- ii) City issues a written declaration of material breach;
- iii) AMR fails to cure the material breach; and
- iv) City terminates the Agreement.

24. COMPLIANCE

Each EOA Agency on its own behalf agrees that it will comply in all material respects with all applicable federal and state laws and regulations including, the Federal Anti-kickback statute. The funding set forth in this Agreement (and/or any "side letter") shall be used only for EOA Agency services or system enhancements set forth herein. Each EOA Agency warrants and represents on its own behalf that the payments made by AMR shall be less than or equal to such EOA Agency actual costs to provide those services or system enhancements. No funds shall be used by any EOA Agency in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.

25. COMPLIANCE PROGRAM AND CODE OF CONDUCT

AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time to time, at AMRs' web site, located at: www.amr.com and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Antikickback Statute.

26. NON-EXCLUSION.

Each party represents and certifies that neither it nor any practitioner who orders or provide services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.S 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate the Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

27. REFERRALS

It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

[SIGNATURES APPEAR ON NEXT PAGE]

SIGNATURE PAGE TO AMENDED
AND RESTATED AGREEMENT FOR BASIC
AND ADVANCED LIFE SUPPORT
AMBULANCE SERVICE

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed, so as to be effective and binding as of the Effective Date.

THE CITY OF CHULA VISTA

“AMR”

AMERICAN MEDICAL RESPONSE
AMBULANCE SERVICE, INC.
a Delaware Corporation

Gary Halbert
City Manager

Edward B. Van Horne
President and CEO

ATTEST:
Approved as to form by:

Glen R. Googins
City Attorney

CITY OF IMPERIAL BEACH

BONITA/SUNNYSIDE FIRE
PROTECTION DISTRICT

Andy Hall
City Manager

Tim Isbell
Fire Chief

ATTEST:
Approved as to form by:

Jennifer Lyon
City Attorney

EXHIBIT "A"
DISPOSSABLE MEDICAL SUPPLIES TO BE RE-SUPPLIED BY AMR
[TO BE PROVIDED]

1	1" Tape White	43	Gown	85	Oxygen Key - Small
2	1" Transpore Tape	44	Hand Gel, Waterless, 4 oz	86	Penlight
3	2" Tape	45	Heat Packs	87	Procedure Mask
4	5x9 Dressing	46	HyFin Chest Seal	88	Ring Cutter
5	8x10 Dressing	47	Isolation Kit Unisize	89	Saline 250cc
6	All-Risk Triage Tags	48	Kerlix	90	SAM Splint
7	ARS Needle Decompression	49	Mask N95, Gateway Trifold	91	Sanidex Wipes (Blue Top)
8	Backboard Strap	50	Mask P100,	92	Sharp Shuttle
9	Band-Aids (box)	51	Mega Mover	93	Sharp, 1 Qt.
10	Biohazard Bags-Red	52	Multi Trauma Dressing	94	Sharps, Mailbox
11	Blanket, Disposable Yellow	53	Nasal Cannula Adult	95	Shoe Covers (Booties)
12	BP Cuff Adult	54	Nasal Cannula Pedi	96	Soft Restraints
13	BP Cuff Infant	55	Nasal Clamp	97	SOFT Tourniquet
14	BP Cuff Pediatric	56	Non Rebreather Adult	98	Spit Sock
15	BP Cuff Thigh	57	Non Rebreather Pedi	99	Sta- Block Head Immobilizer
16	Burn Sheets	58	Non-Sterile 4x4 (pack)	100	Sterile 4x4's
17	BVM Adult	59	NPA 12fr	101	Sterile Water 250cc
18	BVM Infant	60	NPA 14fr	102	Stethoscope
19	BVM Pedi	61	NPA 16fr	103	Suction Canister - Large
20	C-Collar Adult Adjustable	62	NPA 18fr	104	Suction Catheter, 10f
21	C-Collar Ped-Infant Adj	63	NPA 20fr	105	Suction Catheter, 12f
22	Cold Packs	64	NPA 22fr	106	Suction Catheter, 14f
23	Combat Guaze	65	NPA 24fr	107	Suction Catheter, 16f
24	Contamination Bag, Yellow	66	NPA 26fr	108	Suction Catheter, 18f
25	Disposable Prep Razors	67	NPA 28fr	109	Suction Catheter, 6f
26	Duct Tape	68	NPA 30fr	110	Suction Catheter, 8f
27	Elastic Bandage (Ace Wrap)	69	NPA 32fr	111	Suction Tubing
28	Electric Hair Trimmer	70	NPA 34fr	112	Trash Bags/small
29	ETAD, 37 fr (Combitube)	71	NPA 36fr	113	Trauma Shears
30	Eye Pads	72	OB Baby Blizzard Wrap	114	Triage Ribbon, Black /White
31	FAST SPLINT, Large	73	OB Baby Cap / Beanie	115	Triage Ribbon, Green
32	FAST SPLINT, Medium	74	OB Kit	116	Triage Ribbon, Red
33	FAST SPLINT, Small	75	OB Towels	117	Triage Ribbon, Yellow
34	Gloves Latex Free (L)	76	OLAES Bandage	118	Triangular Bandages
35	Gloves Latex Free (M)	77	OPA 100mm	119	Tympanic Covers Container
36	Gloves Latex Free (S)	78	OPA 120mm	120	Tympanic Thermometer
37	Gloves Latex Free (XL)	79	OPA 40mm	121	Virex Wipes (White Top)
38	Gloves Sterile 7.0	80	OPA 50mm	122	Virex, 24oz Spray

39	Gloves Sterile 7.5	81	OPA 60mm	123	Water Soluable Lubricant
40	Gloves Sterile 8.0	82	OPA 70mm	124	Yankauer Rigid Suction
41	Gloves Sterile 8.5	83	OPA 80mm		
42	Goggles	84	OPA 90mm		
1	Activated Charcoal	45	EZ IO Pedi Needle (Red)	89	Neb Mask Adult
2	Adenosine 6mg	46	EZ IO Stabilizer	90	Neb Mask Pedi
3	Adensoine 12mg	47	Glucagon	91	Neb Stinger
4	Albuterol	48	Glucometer	92	Nebulizer, Bag Assist
5	Alcohol Prep Pads	49	Glucose Paste	93	Needle 18ga
6	Aspirin 81mg	50	IV Armboard 18"	94	Needle 21ga
7	Atropine Multi Dose	51	IV Armboard 9"	95	Needle 25ga
8	Atropine, 1mg PLS	52	IV Armboard Infant	96	Needle Filter
9	Atrovent	53	IV Catheter 14ga	97	Nexterone Pre-Mix
10	AutoPulse Shoulder Harness	54	IV Catheter 16ga	98	NG Tube, 10f
11	AutoPulse Zip Ties	55	IV Catheter 18ga	99	NG Tube, 12f
12	Benadryl, 50mg	56	IV Catheter 20ga	100	NG Tube, 14f
13	Benzoin Swabsticks	57	IV Catheter 22ga	101	NG Tube, 16f
14	Bougie	58	IV Catheter 24ga	102	NG Tube, 18f
15	Calcium Chloride PLS	59	IV NACL 1000ml	103	Nitro Ointment (Single Dose)
16	Chloraprep Swab/Applicator	60	IV Tubing 10gtts	104	Nitro Papers
17	Control Solution, LVL1	61	IV Tubing 60gtts	105	Nitroglycerin Spray
18	CPAP, Large	62	King Video Blade	106	Povidine Prep Pads
19	CPAP, Small	63	Lancets	107	Pressure Infuser
20	CPR Stat Padz, Adult	64	Laryngo Handle Lg	108	Saline Bullett
21	CPR Stat Padz, Ped	65	Laryngo Handle Sm	109	Sodium Bicarb, Adult
22	Dextrose 10% 250cc	66	Length Based Resuscitation Tape	110	Sodium Bicarb, Pedi
23	Dextrose 50% Adult	67	Lever Lock Cannula	111	SPO2 Probe, Neonate (X Series)
24	Dopamine Pre-Mix	68	Lidocaine, 100mg PLS	112	SPO2 Probe, Ped (X Series)
25	Electrode Adult	69	Lifeband, Zoll AutoPulse	113	Syringe 10cc Twinpack
26	Epi 1:10,000 PLS	70	Luer Lock-to-Luer Lock	114	Syringe 1cc Luer Block
27	Epi 1:1000 1ml Ampule	71	Mac Blade # 0, Disp	115	Syringe 20cc
28	Epinephrine 1:1 Multi-Dose	72	Mac Blade # 1, Disp	116	Syringe 3cc Twinpack
29	ET Tube 2.5	73	Mac Blade # 2, Disp	117	Syringe 5cc Twinpack
30	ET Tube 3.0	74	Mac Blade # 3, Disp	118	Syringe 60cc
31	ET Tube 3.5	75	Mac Blade # 4, Disp	119	Syringe, Toomey
32	ET Tube 4.0	76	Magill Forceps, Adult	120	Test Strips (Container)
33	ET Tube 4.5	77	Magill Forceps, Pedi	121	Tourniquet, IV
34	ET Tube 5.0	78	Microstream CO2 Cannula, Adult	122	Tube Tamer Adult
35	ET Tube 5.5	79	Microstream CO2 Cannula, Ped	123	Tube Tamer Pedi
36	ET Tube 6.0	80	Microstream ETCO2, Adult/Ped	124	Veniguards

37	ET Tube 6.5	81	Miller Blade # 0, Disp	125	Zofran 4mg
38	ET Tube 7.0	82	Miller Blade # 1, Disp	126	Zofran, Tablet (ODT)
39	ET Tube 7.5	83	Miller Blade # 2, Disp	127	Zoll BP Cuff, Adult (Blue)
40	ET Tube 8.0	84	Miller Blade # 3, Disp	128	Zoll BP Cuff, Child (Green)
41	ET Tube Stylet , Adult	85	Miller Blade # 4, Disp	129	Zoll BP Cuff, Large Adult (Red)
42	ET Tube Stylet , Pedi	86	Mucosal Atomization Device	130	Zoll X Series EKG Paper (Roll)
43	EZ IO Adult Needle (Blue)	87	NACL 10cc Flush		
44	EZ IO Large Adult Needle (Yel)	88	Narcan PLS		

**EXHIBIT “B”
PRIMARY COMPONENT RATES**

**Exhibit B
Primary Rate Components**

	<u>Bonita</u>	<u>Current</u> <u>Chula</u> <u>Vista</u>	<u>Imperial</u> <u>Beach</u>
ALS Base Rate	\$ 1,694.72	\$ 2,665.65	\$ 2,250.85
ALS2 Base Rate	1,874.80	2,845.74	2,430.93
BLS Emergency Base Rate	978.28	978.28	978.28
Mileage	39.39	39.39	39.39
Oxygen	142.31	142.31	142.31
Night Charge	140.99	140.99	140.99
Treatment Only	150.00	150.00	150.00

Other Non-Primary Rate Component Charges per current rate schedule

	<u>Bonita</u>	<u>10/1/18 - 9/30/19</u> <u>Chula</u> <u>Vista</u>	<u>Imperial</u> <u>Beach</u>
ALS Base Rate	\$ 1,834.78	\$ 2,967.48	\$ 2,392.33
ALS2 Base Rate	2,032.87	3,147.57	2,590.42
BLS Emergency Base Rate	1,076.11	1,076.11	1,076.11
Mileage	43.33	43.33	43.33
Oxygen	156.54	156.54	156.54
Night Charge	155.09	155.09	155.09
Treatment Only	165.00	165.00	165.00

Other Non-Primary Rate Component Charges increase no more than 10% per year

	<u>Bonita</u>	<u>10/1/19 - 9/30/20</u> <u>Chula</u> <u>Vista</u>	<u>Imperial</u> <u>Beach</u>
ALS Base Rate	\$ 1,988.85	\$ 3,434.44	\$ 2,547.96
ALS2 Base Rate	2,206.75	3,614.53	2,765.85
BLS Emergency Base Rate	1,183.72	1,183.72	1,183.72
Mileage	47.66	47.66	47.66
Oxygen	172.20	172.20	172.20
Night Charge	170.60	170.60	170.60

Treatment Only	181.50	181.50	181.50
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Other Non-Primary Rate Component Charges	increase no more than 10% per year		
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		<u>10/1/20 - 9/30/21</u>	
	<u>Bonita</u>	<u>Chula Vista</u>	<u>Imperial Beach</u>
ALS Base Rate	\$ 2,158.33	\$ 3,881.56	\$ 2,719.15
ALS2 Base Rate	2,398.01	4,061.65	2,958.84
BLS Emergency Base Rate	1,302.09	1,302.09	1,302.09
Mileage	52.43	52.43	52.43
Oxygen	189.41	189.41	189.41
Night Charge	187.66	187.66	187.66
Treatment Only	199.65	199.65	199.65

Other Non-Primary Rate Component Charges	increase no more than 10% per year		
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EXHIBIT "C"

INSURANCE REQUIREMENTS FOR AMR ("CONSULTANT")

Consultant must procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work under the contract and the results of that work by the consultant, his agents; representatives, employees or subcontractors and provide documentation of same prior to commencement of work. The insurance must be maintained for the duration of the contract.

Minimum Scope of Insurance

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CGOOOI or equivalent)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability or Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(Including operations,
products and completed
operations, as applicable.) | \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit. |
| 2. Automobile Liability: | \$2,000,000 per accident for bodily injury and property |
| 3. Workers' Compensation
Employer's Liability: | Statutory
\$1,000,000 each accident
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee |
| 4. Professional Liability: | \$2,000,000 each occurrence |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the City.

Other Insurance Provisions

The general liability, automobile- liability, and where appropriate, the worker's compensation policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Chula Vista, its officers, - officials, employees, agents, and volunteers are to be named as additional insureds with, respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the consultant, where applicable, and, with respect to liability arising out of work or operations performed by or on behalf of the consultant's including providing materials, parts or equipment furnished in connection with such work or operations. The general liability additional insured coverage must be, provided the form of an endorsement to the contractor's insurance using ISO CG 2010 (11/85) or its equivalent. Specifically, the endorsement must not exclude Products / Completed Operations coverage.
2. The consultant's General Liability insurance coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance of -the contractor and in no way relieves the contractor from its responsibility to provide insurance.
3. Consultant shall endeavor to provide thirty (30) days' prior written notice to the City by certified mail, return receipt requested of any cancellation of coverage.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
5. Consultant's insurer will provide a Waiver of Subrogation -in favor of the City for each required policy providing coverage during the life of this contract.

If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:

- 1 The "Retro Date" must be shown, and must be before the date of the contract or the beginning of the contract work.
- 2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
- 3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 4 A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of no less than A V. If insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus

Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. Exception may be made for the State Compensation Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause.

Subcontractors

Consultants must include all sub-consultants as insureds under its policies or furnish separate certificates for each sub-consultant. All coverage for sub-consultants are subject to all of the requirements included in these specifications.

EXHIBIT "D"
PERFORMANCE BOND

RLI RLI Surety A Division of RLI Insurance Company P.O. Box 5957, Austin, TX 78762-3957 Phone: 512-692-1010 Fax: 512-692-4627	CONTINUATION CERTIFICATE
RLI Insurance Company/RLI Indemnity Company hereby continues in force Bond No. <u>CMS250031</u> briefly	
described as <u>Ambulance Services</u>	
bound unto the <u>CITY OF CHULA VISTA, IMPERIAL BEACH FIRE DEPARTMENT AND BONITA/SUNNYSIDE FIRE PROTECTION DISTRICT</u>	
on behalf of <u>LAIDLAW MEDICAL TRANSPORTATION, INC., DBA AMERICAN MEDICAL RESPONSE</u>	
Location Name & Address <u>LAIDLAW MEDICAL TRANSPORTATION, INC., DBA</u> <u>AMERICAN MEDICAL RESPONSE</u> <u>209 Highway 121 Bypass Suite 21</u> <u>Lewisville, TX, 75067</u>	Bill To Name & Address: (If different) _____ _____ _____ _____
in the sum of <u>Three Hundred Thousand and 00/100</u> Dollars, for the term beginning <u>6/1/18</u> and ending <u>6/1/19</u> subject to all the covenants and conditions of the original bond referred to above.	
This Continuation Certificate is executed upon the express condition that the Undersigned company's liability under said bond and under this and all Continuation Certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the amount of said bond as hereinbefore set forth.	
Dated this <u>10th</u> day of <u>July</u> , 2018.	
By <u>[Signature]</u> Bryan Huff, Attorney In Fact	
THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE OBLIGEE.	

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Bryan Huff, Mark P. Herendeen, Marin Chives, Jane Gilson, jointly or severally

in the City of Boston, State of Massachusetts its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of January, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W. Davis
Bryan W. Davis Vice President

State of Illinois }
County of Peoria } ss

On this 10th day of January, 2018, before me, a Notary Public, personally appeared Bryan W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 10th day of January, 2018.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary

01/30/2018 10:12

A0058317