

Honorable Mayor and Members  
of the Torrance City Council  
City Hall  
Torrance, California

**Members of the Council:**

**SUBJECT: Fire – Approve amendment to extend agreement for ambulance services and provide direction to staff.**

**RECOMMENDATION**

Recommendation of the Fire Chief that the City Council:

- 1) Approve a seventh amendment to the agreement for ambulance services (C2001-132) with Gerber Ambulance Service, Inc. extending the term of the agreement through November 21, 2011 to work out Gerber's installation of Computer Aided Dispatch system; and
- 2) Direct staff to bring back the new agreement to award to Gerber Ambulance on November 15, 2011, if the issues can be resolved. Otherwise, direct staff to bring back to the City Council on November 15, 2011, the proposals received in response to the RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department (RFP 2011-11) for award.

**BACKGROUND / ANALYSIS**

On September 27, 2011, staff presented to the City Council the results and evaluation of RFP 2011-11 process and recommended that McCormick Ambulance be awarded an agreement to provide ambulance and patient billing services for the Torrance Fire Department. This was a three-year agreement, from November 1, 2011 though October 31, 2014, with an option for the City to extend the agreement for two additional two-year terms with the same terms and conditions.

Upon deliberation, your Honorable Body awarded the contract to the incumbent provider, Gerber Ambulance, with the stipulation that Gerber Ambulance upgrade its dispatch to industry standards by purchasing and installing computer aided dispatch (CAD) integrated with billing. Gerber Ambulance was directed to install the equipment required by the RFP as well as the CAD system by November 1, 2011. Another issue that was discussed was the \$23 medical supply reimbursement fee for which Gerber Ambulance had requested a waiver during the RFP process. During the Council Meeting of September 27, 2011, Mr. Gerber agreed to comply with the stipulations to install equipment as well as to pay the \$23 medical supply reimbursement fee to City for each transported patient whether or not it is collected from the patient or the insurance company.

These items, along with the RFP and Gerber Ambulance proposal in response to the RFP, became part of the new contract and were attached as Exhibit C of the new contract. The contract also included the standard City provisions prepared by the City Attorney's Office. A sample of the contract was attached to the original RFP and available to all vendors. The only addition to the agreement is the Exhibit C.

The proposed multi-year agreement with Gerber Ambulance Company was sent to William Beverly, Gerber Ambulance Company's attorney, for his review on October 4, 2011. The proposed agreement is attached as Attachment B. Mr. Beverly responded with a memorandum regarding his concerns on October 9, 2011. A copy of the email and memorandum from Mr. Beverly is attached as Attachment C. To summarize the memorandum, Gerber Ambulance had the following comments:

- (1) Requested clarification of the 8 minute response time and one minute "roll-out" time,

(2) Requested removal of the termination for convenience provision in Paragraph 4.A. of the Agreement,

(3) Requested modification of the indemnification provision in Paragraph 15,

(4) Requested modification of Exhibit C of the Agreement.

The following responses prepared by staff address each of the issues raised in the Gerber Ambulance memorandum:

**(1) 8 minute response time and one minute “roll-out” time**

There is no “roll-out” time provided for in the RFP or the agreement. The one minute “roll out” time came from Gerber’s proposal, attachment 15b, 2nd paragraph which reads, “Currently it is Gerber Ambulance Policy that ambulance crews must begin response within one minute of receiving emergency calls, day or night.”

The 8 minute response time as defined by the Torrance Fire Dept will be: Response time will begin when Fire units are dispatched via the UHF radio. The ambulance response time will begin at this point and will end when the ambulance arrives on the scene of the incident. This “response time” shall be within 8:00 minutes, 92% of the time. This response time is found in Section II, Scope of Services #3 of the RFP. Gerber ambulance already agreed to response time requirement with its proposal (by placing a check mark for Response times compliance in Column A “Place a check mark in this column indicating that your proposal is as per the specifications in this RFP” on page 24). A copy of the Section II of the RFP entitled Technical Requirements is attached as Attachment D. It is important to note that the 8 minute response time requirement is based upon the standard of the American Heart Association to ensure patient viability in the case of a cardiac or cerebral event that causes the heart to stop.

**(2) Requested removal of the termination for convenience provision**

The provision that allows the City of Torrance to terminate for convenience upon 30 days notice is a standard provision in all of the City’s agreements, including the ones signed by Gerber Ambulance in the past. Further, Gerber Ambulance agreed to this Agreement Terms and Conditions by placing a checkmark in Column A on page 24. The City Attorney’s Office recommends against making this revision.

**(3) Requested modification of the indemnification provision in Paragraph 15**

This is a standard provision in all of the City’s agreements, including the ones signed by Gerber in the past. Further, Gerber Ambulance agreed to this Agreement Terms and Conditions by placing a checkmark in Column A on page 24. The request to modify the indemnification provision would need to be reviewed by the City’s Risk Manager.

**(4) Requested modification of Exhibit C**

Staff believes that the direction of the City Council on September 27, 2011 was clear that Gerber Ambulance was expected to have the Zoll software system purchased, installed, and operating by midnight on November 1, 2011. However, staff from the Fire Department is willing to consider an extension of the existing agreement to accommodate the installation if three conditions are met prior to the extension being granted: (1) the agreement should be modified to include the date of installation as well as a date that the system will go live, (2) that the City of Torrance be given administrator privileges to the Zoll software system for quality assurance and response time verification, and (3) Gerber Ambulance will need to provide a signed agreement with another ambulance company that shows it has the ability to provide 36 ambulances for the City of Torrance in order to comply with the surge capacity requirement of the RFP. This surge capacity requirement is found in Section II, Scope of Services #4 of the RFP, which is attached as Attachment D. Staff recommends that these three conditions be incorporated into the seventh amendment and the proposed agreement with Gerber Ambulance.

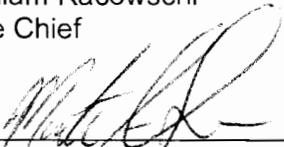
In addition to the four requests outlined above, Gerber Ambulance has also inquired regarding Code 3 (lights and sirens) upgrades in times of peak traffic, inclement weather, Holiday shopping period, and other circumstances and conditions that would prevent timely arrival adhering to normal traffic constraints in a

Code 2 response. Code 3 upgrades will be requested by the Fire Department personnel at the scene of an incident, usually based upon the condition of a patient and the severity of their injuries. Staff believes that the most effective way to reduce ambulance response time during peak times, seasonal times, and inclement weather that impact the City's traffic is to deploy additional ambulance units to overcome the delays of excessive traffic. Additionally, staff recommends that major arterial streets such as Hawthorne Boulevard, be avoided during those time periods as the Fire Department does in its operations. Staff does not believe that inclement weather is appropriate time to increase a response to Code 3 as this poses a safety risk to ambulance operators, patients, and Fire Department personnel in the ambulance during ALS transports. As noted previously, Gerber Ambulance already agreed to the response time compliance and to the Agreement Provision with its proposal to the RFP. They had an opportunity to ask questions before and during the mandatory pre-proposal conference; however they did not submit any questions.

If staff can work out these outstanding issues with Gerber Ambulance, then staff requests direction from the City Council to bring back the agreement with Gerber Ambulance on November 15, 2011 to approve the multi-year agreement. However, if staff cannot work out these key outstanding issues with Gerber Ambulance, then staff requests direction from the City Council to bring back the proposals received in response to the RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department (RFP 2011-11) for award of contract to a new provider.

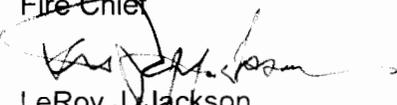
Respectfully submitted,

William Racowski  
Fire Chief

By:   
For Mike Hansen  
Battalion Chief

CONCUR:

  
For William Racowski  
Fire Chief

  
LeRoy J. Jackson  
City Manager

Attachments:      A. Seventh Amendment to Agreement for Ambulance services (C2001-132) \*  
                              B. Proposed Agreement with Gerber Ambulance Company, Inc. \*  
                              C. Email and Memorandum from Bill Beverly dated October 9, 2011  
                              D. Section II of RFP B2011-11 entitled Technical Requirements

**CITY CLERK NOTE:**

A limited distribution copy of the entire RFP will be available for viewing in the City Clerk's Office during normal business hours and available in the back of the City Council Chambers during the meeting. A complete copy of the Contract C2001-132 will also be available for review.



**SEVENTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES  
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of \_\_\_\_\_, 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. On July 8, 2009, the Agreement was amended to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.
- G. On July 12, 2011, the Agreement was amended to extend the term of the Agreement through September 30, 2011.
- H. On September 20, 2011, the Agreement was amended to extend the term of the Agreement through October 31, 2011.
- I. Both parties now wish to amend the agreement to extend the term through November 21, 2011.

**AGREEMENT:**

- 1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless otherwise terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through November 21, 2011."

2. The persons executing this Agreement on behalf of GERBER warrant that (i) GERBER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of GERBER; (iii) by so executing this Agreement, GERBER is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.
  
3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006, June 9, 2009, July 8, 2009, July 12, 2011, and September 20, 2011 between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

GERBER AMBULANCE SERVICE, INC.  
a California corporation

\_\_\_\_\_  
Frank Scotto,  
Mayor

By: \_\_\_\_\_  
Robert H. Gerber  
President

ATTEST:

\_\_\_\_\_  
Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

**SIXTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES  
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of     SEPTEMBER 20    , 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. On July 8, 2009, the Agreement was amended to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.
- G. On July 12, 2011, the Agreement was amended to extend the term of the Agreement through September 30, 2011.
- H. Both parties now wish to amend the agreement to extend the term through October 31, 2011.

C2001-132

**AGREEMENT:**

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:  
  
"Unless otherwise terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through October 31, 2011."
2. The persons executing this Agreement on behalf of GERBER warrant that (i) GERBER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of GERBER; (iii) by so executing this

Agreement, GERBER is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

- 3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006, June 9, 2009, July 8, 2009, and July 12, 2011, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation



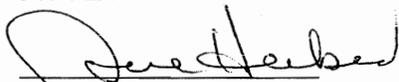
Frank Scotto,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By: 

Robert H. Gerber  
President

ATTEST:



Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

**FIFTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES  
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of       JULY 12      , 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. On July 8, 2009, the Agreement was amended to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.
- G. Both parties now wish to amend the agreement to extend the term through September 30, 2011.

C2001-132

**AGREEMENT:**

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:
 

"Unless otherwise terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through September 30, 2011."
2. The persons executing this Agreement on behalf of GERBER warrant that (i) GERBER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of GERBER; (iii) by so executing this Agreement, GERBER is formally bound to the provisions of this

Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

- 3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006, June 9, 2009, and July 8, 2009 between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation



Frank Scotto,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By: 

Robert H. Gerber  
President

ATTEST:



Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

**FOURTH AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES  
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of July 8, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. On June 9, 2009, the Agreement was amended to extend the term of the Agreement and to modify some of the fee provisions.
- F. Both parties now wish to modify the fee provision to reflect the fee approved by the City Council on July 7, 2009.

C2001-132

**AGREEMENT:**

- 1. A new Subparagraph (7) is added to Paragraph 3. a, entitled **GERBER AGREES TO THE FOLLOWING**: is amended to read in its entirety as follows:

In addition to the fees in Subparagraph 6 above, which are only billed when the patient is transported with Torrance Fire Department (TFD) paramedic accompanying the patient to the medical facility, GERBER will assume the responsibility of billing for the CITY the Advanced Life Support (ALS) assessment fee when the patient is assessed by a TFD paramedic who determines it is not necessary to accompany the patient to the medical facility and releases the patient for transport without paramedic accompaniment. The ALS assessment fee is indexed to and may not exceed the Los Angeles County General Public Ambulance rate set for

such services: Advanced Life Support Rate minus Basic Life Support rate less \$17.

2. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, May 9, 2006 and June 9, 2009 between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation



Frank Scotto,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By: 

Robert H. Gerber  
President

ATTEST:



Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

**THIRD AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES  
(C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of June 9, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. On May 9, 2006, the Agreement was amended to add additional equipment requirements and to extend the term of the agreement.
- E. Both parties now wish to amend the Agreement to extend the term of the Agreement and to modify some of the fee provisions.

**AGREEMENT:**

1. Paragraph 2, entitled **TERM**, is amended to read in its entirety as follows:  

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect through July 15, 2011."
2. A new Subparagraph (7) is added to Paragraph 3.a, to read in its entirety as follows:  

GERBER will assume the responsibility of billing for the CITY any future fees consistent with other agencies' fees.
3. A new Subparagraph (8) is added to Paragraph 3.a, to read in its entirety as follows:  

Pursuant to Title 42 US Code Sections 1320-a-7b(b), as consideration for GERBER's agreement to provide billing services for CITY, CITY shall provide GERBER with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree

C2001-132

that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration. The parties have been rendering said services to each other in the past; this formalizes it.

- 4. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003 and May 9, 2006, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

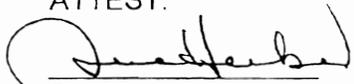
CITY OF TORRANCE,  
a municipal corporation

  
\_\_\_\_\_  
Frank Scotto,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By:   
\_\_\_\_\_  
Robert H. Gerber  
President

ATTEST:

  
\_\_\_\_\_  
Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By:   
\_\_\_\_\_

**AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)**

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of May 9, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

**RECITALS:**

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement was for a three-year term, but included an option for the CITY to extend the agreement for an additional three years.
- C. On June 24, 2003, the Agreement was amended to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.
- D. Both parties now wish to amend the Agreement to add additional equipment requirements and to extend the term of the agreement.

**AGREEMENT:**

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for six years from the Effective Date. CITY will have the option to extend the Agreement for one additional two-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

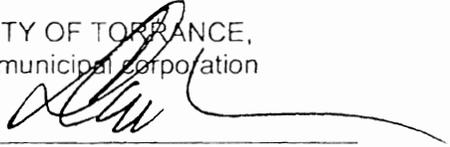
2. A new Subparagraph (4) is added to Paragraph 3.c, to read in its entirety as follows:

"By July 15, 2006, Gerber shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the Torrance Fire Department Computer-Aided Dispatch System. Gerber shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Gerber dispatchers and Torrance Fire Department dispatchers to dispatch the ambulances and in all communications."

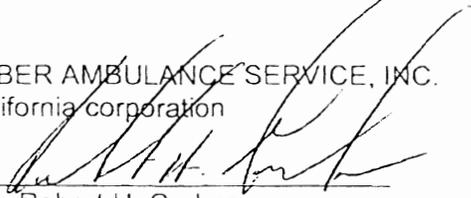
C2001-132

3. In all other respects, the Agreement dated July 15, 2001, and amended on June 24, 2003, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

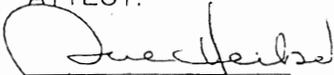
CITY OF TORRANCE,  
a municipal corporation

  
\_\_\_\_\_  
Dan Walker,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By:   
\_\_\_\_\_  
Robert H. Gerber  
President

ATTEST:

  
\_\_\_\_\_  
Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By:   
\_\_\_\_\_

## AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES (C2001-132)

This Amendment to Agreement for ambulance services ("Amendment") is made and entered into as of June 24, 2003, 2003, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and GERBER AMBULANCE SERVICE, INC., a California corporation ("GERBER").

## RECITALS:

- A. CITY and GERBER entered into an Agreement on July 15, 2001, whereby GERBER agreed to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis."
- B. The original Agreement terminates on July 15, 2004 with an additional three-year option.
- C. Both parties now wish to amend the Agreement to modify some of the fees contained in the Agreement, add an additional compliance requirement and to extend the term of the Agreement.

AGREEMENT:

1. Paragraph 2, entitled TERM, is amended to read in its entirety as follows:

"Unless earlier terminated in accordance with Paragraph 16 below, this Agreement will continue in full force and effect for five years from the Effective Date. CITY will have the option to extend the Agreement for one additional three-year term under the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement."

2. A new Subparagraph (6) is added to Paragraph 3.a, which reads as follows:

"(6) GERBER will assume the responsibility of billing for the CITY the Paramedic Advanced Life Support (ALS) Emergency Response and Transport Fee minus the Base-Response Charge less \$17.00 and the Code 3 Response or Transport Fee, in conjunction with its billing procedures. The fees charged for these services may not exceed the Los Angeles County General Public Ambulance Rate set for each of these services as such rates may be amended from time to time. GERBER will perform all billing services including sending a minimum of four collection notices within a fifty-day period. GERBER will remit all fees collected to the CITY within seven days of receipt. GERBER will present the CITY with a monthly statement setting forth the monthly total of fees billed and all sums remitted."

C2001-132

3. Subparagraph 4.a., entitled Rates, is amended to read in its entirety as follows:

"a. Rates

(1) Each time GERBER dispatches an ambulance to transport one or more persons in response to a request from the Police or Fire Departments, the cost of such ambulance transportation and related services will be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that may be charged for such transportation and related services are as follows:

- (a) Base-Response Charge: The fee charged for this service may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time, less \$17.00.
- (b) Mileage: The fee charged for mileage (from location of patient to hospital) may not exceed the General Public Ambulance Rate set for mileage by the County of Los Angeles as such rate may be amended from time to time.
- (c) Oxygen and oxygen cannula/mask: The fee charged for oxygen and an oxygen cannula/mask may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
- (d) Code 2 Response or Transport Fee: The fee charged for a Code 2 Response or Transport may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time.
- (e) Backboard, splint, KED: The fee charged for a backboard, splint or KED may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
- (f) Bandages, dressings: The fee charged for bandages and dressings may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time."

4. A new Paragraph 11.c is added to Paragraph 11, which reads as follows:

" c. In the performance of its duties under this Agreement, GERBER specifically agrees it is knowledgeable of and will comply with the Health Insurance and Accountability Act of 1996 (HIPPA)."

5. In all other respects, the Agreement dated July 15, 2001, between CITY and GERBER, is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a municipal corporation



Dan Walker,  
Mayor

GERBER AMBULANCE SERVICE, INC.  
a California corporation

By: 

Robert H. Gerber  
President

ATTEST:



Sue Herbers,  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

Heather K. Whitham,  
Deputy City Attorney

## Agreement for Ambulance Services

This Agreement for Ambulance Services ("AGREEMENT") is made and entered into as of July 15, 2001 "EFFECTIVE DATE", by and between the CITY OF TORRANCE ("CITY"), a municipal corporation of the State of California, and GERBER AMBULANCE SERVICE, INC. ("GERBER"), a California corporation.

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide ambulance services for the City of Torrance Fire and Police Departments on an "as needed basis".
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for furnishing ambulance services, RFP No. B2001-21 (the "RFP"); and
- C. GERBER has submitted a Proposal (the "PROPOSAL") in response to the RFP. In its PROPOSAL, GERBER represents that it is qualified to perform those services requested in the RFP. Based upon its review of all PROPOSALS submitted in response to the RFP, the CITY is willing to award the contract to GERBER.

C2001-132

### AGREEMENT:

#### 1. PURPOSE:

a. The purpose of this AGREEMENT is to set forth the terms and conditions under which GERBER will provide exclusive ambulance services within the City of Torrance in response to requests for such services from the Torrance Fire Department ("TFD"), the Torrance Police Department ("TPD") or the City of Torrance, and to fix the rates that may be charged for such services. GERBER will be the exclusive provider of Ambulance Services to the CITY except in unusual circumstances when in the sole discretion of Torrance Fire or Police personnel, it is in the best interest of the patient to use alternative means to transport the patient.

**COPY** 1  
12/

2. TERM

Unless earlier terminated in accordance with Paragraph 16 below, this AGREEMENT will continue in full force and effect for three years from the effective date. CITY shall have an option to extend the AGREEMENT for one three year term with the same terms and conditions by serving written notice on GERBER of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the AGREEMENT.

3. GERBER AGREES TO THE FOLLOWING:

a. Services to be Provided by GERBER

(1)GERBER shall provide during the entire term of this AGREEMENT adequate personnel trained in accordance with the California Health and Safety Code and California Administrative Code, Titles 13 and 22; and shall provide adequate ambulances as specified, equipped with red lights and sirens in accordance with the California Vehicle Code and the California Administrative Code to respond to all requested emergency and non-emergency calls from the City's Fire and Police Departments at the rates set forth in this AGREEMENT.

(2)GERBER shall provide a minimum of one (1) trained Ambulance Driver and one (1) trained Ambulance Attendant, as defined in the California Health and Safety Code and Titles 13 and 22 of the California Administrative Code, and as specified in subparagraph k below, for each ambulance operated within the City of Torrance.

(3)GERBER shall respond to all emergency calls received from the CITY's Fire or Police Department within eight (8) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8) minutes, GERBER shall give notification of such fact to the requesting individual(s) at the time the emergency call is received.

(4)GERBER shall provide transportation for sick or injured persons under emergency or non-emergency circumstances in accordance with the terms and for the fees provided herein.

(5) For each patient transported, the GERBER shall pay the TFD the sum of \$23.00 as reimbursement for medical supplies and services provided by TFD. TFD reports of transported patients shall serve as the basis for calculating the monthly payment. TFD shall present a statement monthly to GERBER for the amount of fees. The fees shall be due and payable immediately on receipt of the statement and an interest rate of 1% per month shall be paid on all amounts 30 days past due.

b. Service Area Covered by Agreement for Ambulance Services

The Service Area for purposes of this AGREEMENT shall be the corporate boundaries of the City of Torrance; provided, however, that occasionally CITY police or fire personnel respond to incidents outside the CITY in response to mutual aid agreements with surrounding cities.

c. Vehicles to be Provided by GERBER

(1) During the hours of 7 a.m. to 7 p.m., GERBER shall maintain in good condition and shall have available a minimum of sixteen (16) Type III ambulances, as defined under paragraph 5 below, to answer each and every call from the Police or Fire Departments. During the hours of 7 p.m. to 7 a.m., GERBER shall maintain in good condition and shall have available a minimum of eight (8) Type III ambulances to answer any call from the Police or Fire Departments in the CITY.

(2) In addition to the ambulances required above, GERBER shall provide a minimum of six (6) additional backup ambulances to respond to any location in the City of Torrance when the assigned units are committed to prior calls within a twelve (12)-minute response time; fourteen (14) additional backup ambulances to respond within a twenty (20)-minute response time; and twenty (20) additional backup ambulances to respond within a thirty (30) minute response time. The ambulances may be Type I, II or III.

(3) GERBER shall have four (4) ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

d. Personnel Required

GERBER shall not transport any sick, injured, convalescent, infirm or otherwise incapacitated

person except in an ambulance where there is present an ambulance driver and an ambulance attendant, both of whom possess the required certificates and licenses, unless otherwise directed by CITY.

e. Hospitals to be Used

Hospitals to be used under this AGREEMENT include, but are not limited to:

- (1) Harbor UCLA Medical Center
- (2) Memorial Hospital of Gardena
- (3) Little Company of Mary Hospital
- (4) Torrance Memorial Medical Center
- (5) Kaiser Permanente--Harbor City

Ambulances shall transport the person or persons to these medical facilities or to such other medical facilities as specified by the Police or Fire Departments.

f. Records and Reports

(1) GERBER shall keep all records and reports as may be required by the state, county and CITY. GERBER shall submit all records and reports as required or requested to the state, county, or CITY. CITY has the right to review and audit these records and reports at any time.

(2) All books, records and reports relating to the performance and fees collected in connection with this AGREEMENT shall be kept by GERBER in a recognized accounting method. These books, records, and reports shall be available to CITY for review and audit at reasonable times upon notice by CITY.

g. Maintenance of Facilities and Equipment

(1) Throughout the term of this AGREEMENT, GERBER shall maintain in a neat and clean manner and in good condition the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of this AGREEMENT.

(2)The CITY shall have the authority, but not the obligation, to inspect all real property owned or operated by GERBER and all vehicles used or available for use in carrying out this AGREEMENT. Said vehicles shall comply with all requirements set forth by the State of California, the County of Los Angeles, and the City of Torrance. Failure to permit such inspection shall be grounds for terminating this AGREEMENT.

h. Safety

(1)GERBER shall be responsible for initiating, maintaining and supervising all safety precautions and services in connection with the services provided under this AGREEMENT.

(2)GERBER shall provide all reasonable protection and precaution to prevent damage, injury or loss to persons receiving services under this AGREEMENT and their property, including but not limited to the following:

(a)Individuals at the response site or individuals in the process of being transported, as well as persons who may be affected by the service thereby, including employees of the CITY;

(b)All the materials and equipment at the response site;

(c)All the property on the person being treated or transported.

i. Situation Control at Response Site

CITY's Fire or Police personnel shall have complete situation control, including the care and treatment of persons at the scene of an emergency. All services provided by GERBER shall be in support of that control until such time as the CITY Fire or Police personnel relinquish such control, and GERBER assumes control of the sick or injured person or persons for the purpose of transporting that person or persons to a medical facility. In the event GERBER responds to a request for transportation from either the Police or Fire Departments and no CITY Fire or Police personnel are present at the scene, GERBER personnel shall assume situation control for the care and treatment of sick or injured persons until Fire or Police personnel arrive.

j. Training of Personnel

GERBER shall be responsible for the training and education of its personnel and shall make available to CITY a copy of each current EMT-1 certification of ambulance personnel upon request.

k. Permits and Licenses

(1) Every ambulance driver shall at all times possess any and all valid California certificates and licenses to operate an ambulance as required by the State of California and the County of Los Angeles.

(2) Every ambulance driver and every ambulance attendant shall possess an Emergency Medical Technician I or II Course Completion Certificate issued by the County of Los Angeles or by a school approved by the State of California or be a California licensed Emergency Medical Technician - Paramedic, accredited in Los Angeles County.

(3) A physician or registered nurse licensed by the State of California and employed as an ambulance driver or attendant shall be excused from the Emergency Medical Technician certification.

(4) Every ambulance driver and ambulance attendant shall maintain said certificates and licenses and all other certificates and licenses that are now or hereafter required by law in full force and effect and shall carry such credentials at all times while engaged in ambulance service in the CITY.

(5) If at any time a certificate or license required of an ambulance driver or ambulance attendant is suspended, revoked, restricted or otherwise ceases to be in full force and effect, GERBER shall notify CITY of this fact within twenty-four (24) hours and such employee shall not be permitted to work in Torrance. GERBER shall replace said driver or attendant at once.

(6) GERBER shall obtain, and at all times this AGREEMENT is in effect shall possess, all permits and licenses and pay all charges and fees necessary and incidental to the lawful operation of the ambulance service.

#### 4. FEE SCHEDULE

##### a. Rates

(1) Each time GERBER dispatches an ambulance to transport one or more persons in response to a request from the Police or Fire Departments, the cost of such ambulance transportation and related services shall be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that may be charged for such transportation and related services are as follows:

(a) **Base-Response Charge:** Until December 31, 2002, this fee shall be \$320.00. Subsequently, for the remaining period of this Agreement, the fee shall be the same as the General Public Ambulance Rates set by the County of Los Angeles effective January 1, 2003 for the basic life support level response, less \$17.00.

(b) Until December 31, 2002, mileage (from location of patient to hospital) shall be \$11.75 per mile or fraction thereof and oxygen shall be charged at the rate of \$40.50 per tank or fraction thereof. Subsequently, for the remaining period of this Agreement, the rates charged for mileage and oxygen may not exceed the respective County of Los Angeles General Public Ambulance Rates effective January 1, 2003.

b. The City shall not be liable for payment of any of the transportation and related services enumerated in subsection 4.a(1) in the event GERBER is unable for any reason to collect from the person responsible for such payment. It shall be the sole responsibility of GERBER to obtain payment due for service rendered. The CITY shall incur no obligation, financial or otherwise, for the services rendered.

##### c. No Charges

(1) There shall be no charge when GERBER is requested to transport a person in the custody of the CITY to a medical facility.

(2) There shall be no charge for any "dry run."

d. Payment of Fees

GERBER agrees to accept assignments of fees from Medicare, MediCal or third-party insurance as full payment. Fees accepted from Medicare, MediCal or third-party insurance may not exceed the rates set forth in subsection 4.a of this paragraph 4.

e. GERBER will accept first, second, and third-party billing and will not require patient payment prior to insurance payment.

f. GERBER will, if necessary and reasonable, allow patients to make interest-free payments on bills for services.

Multiple Patient Loads

For each additional patient carried by one ambulance at the same time, GERBER may add fifty percent (50%) of the base rate and mileage rate set forth above. The total charges, other than special patient services, shall be divided equally among the patients.

h. Prices to Remain in Effect

(1) All rates and charges shall be conspicuously posted in GERBER's office or other area viewable by the public, and all customer bills shall be itemized.

(2) The approved charges shall also apply on Saturdays, Sundays, and holidays.

5. DEFINITION OF TERMS

For the purpose of this AGREEMENT, the following terms shall be defined as shown below:

a. "Ambulance" shall be defined as a motor vehicle especially constructed, modified, equipped or arranged for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons and authorized by the State of California as an emergency vehicle to be used in emergency service to the public. Said vehicle shall be designed and constructed to meet the U.S. Department of Transportation Standards KKK-1822-A for Type III ambulances.

b. "Ambulance Operator" shall be defined as any person who transports one or more persons

needing medical attention or service.

c. "Ambulance Driver" shall be defined as any person who drives an ambulance in which any person needing medical attention or service is transported.

d. "Ambulance Attendant" shall be defined as any person other than the ambulance driver who is employed to accompany an ambulance driver while transporting a person needing medical attention or services.

e. "Dry Run" is defined as a service request by the Fire, Police or other CITY department for which no service was necessary.

## 6. INDEMNITY

GERBER will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of GERBER, its officers, employees, agents, subcontractors or vendors. It is further agreed, GERBER's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between GERBER and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, GERBER will be obligated to pay for CITY's defense until such time as a final judgment has

been entered adjudicating the CITY as solely negligent. GERBER will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

7. INSURANCE

A. GERBER and its subcontractors must maintain at their sole expense the following insurance, which shall be full coverage not subject to self-insurance provisions.

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least \$1,000,000 per person \$2,000,000 per occurrence and;

(b) Primary Property Damage with limits of at least \$1,000,000 per occurrence, or

(c) Combined single limits of at least \$2,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of at least \$1,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

(4) Malpractice Insurance with limits of at least \$1,000,000 per occurrence.

B. The insurance provided by vendor/contractor will be primary and non-contributory.

C. The City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. GERBER shall provide certificates of insurance and, or endorsements to the City Clerk/ Purchasing Agent of the City of Torrance before commencement of work.

E. Each insurance policy required by this clause shall contain a provision that no termination, cancellation or change of coverage can be made without 30 days notice to the City.

8. SUFFICIENCY OF INSURERS AND SURETIES

Insurance required by this Agreement will be satisfactory only if issued by a California admitted carrier, under regulations of the California Department of Insurance, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if it is of a financial category of a VII or better, unless these requirements are modified or waived by the City Risk Manager.

9. LIENS AND CLAIMS PROHIBITED

GERBER shall not permit any lien or claim to be filed or prosecuted against CITY that in any way is connected with any service rendered by GERBER. GERBER agrees to assume full responsibility for satisfaction of any such lien or claim so filed or prosecuted and for all costs connected therewith.

10. INDEPENDENT CONTRACTOR

The relationship of GERBER to CITY is that of an independent contractor and nothing contained in this AGREEMENT shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties. Neither GERBER nor its employees shall in any sense be considered employees or agents of CITY, nor shall GERBER or its employees be entitled or eligible to participate in any benefits or privileges given or extended by the CITY to its employees or be deemed employees of CITY for any purpose whatsoever.

11. COMPLIANCE WITH APPLICABLE LAWS

a. GERBER agrees to procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the performance of this AGREEMENT.

b. In the performance of its obligations under this AGREEMENT, GERBER agrees to comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority.

12. TELEPHONE LINES

GERBER must obtain, install, and pay the monthly cost of two separate telephone lines directly connecting its dispatch center and the Schaefer's Ambulance Services, Inc. dispatch center with that of the Torrance Fire Department, which telephone lines shall be operative 24 hours a day, 7 days a week.

13. SUBCONTRACTING AND NONASSIGNABILITY

Except for its contract with Schaefer's Ambulance Service, Inc. to provide second-response ambulances, GERBER shall not subcontract nor permit anyone other than its employees to perform any of the work, services or other performance required of GERBER under this AGREEMENT without the prior written consent of City. GERBER shall not assign any of its rights or obligations under this AGREEMENT.

14. DEFAULT

a. If GERBER fails in any manner to fully perform and carry out each and every term, covenant and condition of this AGREEMENT, it shall be in default of this AGREEMENT. Default shall include, but not be limited to:

- (1) Filing for bankruptcy
- (2) If GERBER makes a general assignment for the benefit of its creditors;
- (3) If a receiver is appointed for GERBER because of its insolvency;
- (4) If GERBER fails to provide properly skilled workers or services as required by this AGREEMENT;
- (5) If GERBER fails to respond in a timely manner as required by this AGREEMENT;
- (6) Since the ownership and control of Gerber Ambulance Company, Inc. by Robert H.

Gerber was a substantial factor in the award of this AGREEMENT to GERBER by CITY, any sale or assignment of a controlling interest in Gerber Ambulance Service, Inc. by Robert H. Gerber to any other than an entity controlled by Robert H. Gerber shall be considered an act of default.

(7) If GERBER disregards laws, ordinances or instructions associated with the performance of this AGREEMENT;

(8) If GERBER fails to conduct its operations according to this AGREEMENT;

(9) If GERBER violates any provision of this AGREEMENT;

(10) If GERBER ceases operations under this AGREEMENT.

b. In case of default or breach of this AGREEMENT, the CITY may, at its option, terminate and cancel this AGREEMENT. Such termination shall not affect or terminate any of the rights of CITY against GERBER that exist or which may thereafter occur because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to CITY under the law.

c. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

#### 15. AMENDMENTS

No amendment to this AGREEMENT, including any of the exhibits hereto, shall be effective unless it is in writing and signed by duly authorized representatives of CITY and GERBER.

#### 16. TERMINATION

Either party to this AGREEMENT may terminate the AGREEMENT by giving at least fifteen days written notice to the other party of its intention to terminate the AGREEMENT. This shall not prevent CITY from canceling this AGREEMENT at any time as a result of GERBER's default under the AGREEMENT.

17. NOTICES

All notice required or permitted to be given hereunder shall be deemed duly given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, properly addressed to the party to receive such notice at the addresses specified below:

City: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503

GERBER: Gerber Ambulance Service  
1907 Border Avenue  
Torrance, CA 90501

18. FORCE MAJEURE

GERBER will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- a. When such performance is prevented by operation of law.
- b. When such performance is prevented by an irresistible super human cause.
- c. When such performance is prevented by an act of the public enemies of the State of California, or the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of Gerber, or unavoidable casualty.
- d. When such performance is prevented by the inability of GERBER to secure necessary materials, supplies or equipment by reason of:
  - (1) Appropriation or use thereof by the Federal Government, or
  - (2) Regulations imposed by the Federal Government.

19. PUBLICITY

Any use by GERBER of the name of CITY for publicity purposes must be approved in writing by the City Manager of CITY before publication. GERBER shall not, without first obtaining written consent from the City Manager, in any manner advertise or otherwise publish the fact that GERBER has

contracted with CITY to provide ambulance services.

20. SUCCESSORS

This AGREEMENT shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties.

21. COMPLETE AGREEMENT

This instrument is the complete agreement between CITY and GERBER and any other negotiations, agreements or representations made either orally or in writing outside of this instrument have been integrated herein.

22. COUNTERPARTS

This AGREEMENT is made and executed in four counterparts, each of which is considered to be an original contract.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first written above.

CITY OF TORRANCE,  
a municipal corporation

GERBER AMBULANCE SERVICE, INC.,  
a California corporation

By: Dee Hardison  
Dee Hardison, Mayor

By: Robert H. Gerber  
Robert H. Gerber, President

ATTEST:

By: Sue Herbers  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
CITY ATTORNEY

By: Ronald T. Pohl  
Ronald T. Pohl  
Assistant City Attorney

EXHIBIT B  
PROPOSAL  
[To be attached]

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

RFP NO. B2001-21

---

Request for Proposal to Provide Ambulance Services for the Torrance Fire and Police  
Departments on an "As Needed Basis"

---

SECTION III PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposal", the following proposal is submitted to the City  
of Torrance.

Proposal Submitted By:

Gerber Ambulance Service  
Name of Company

1907 Border Ave.  
Address

Torrance, CA 90501  
City/State/Zip Code

Linda L. Jones/Contracts Manager  
Printed Name/Title

(310) 533-1133/(310) 533-1837  
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation  Partnership  Sole Proprietorship

Other: \_\_\_\_\_

Business History:

How long have you been in business under your current name and form of business organization?

We have had our current name and form for 13 years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Linda L. Jones/Contracts Manager  
Name

Contracts Manager  
Title

(310) 533-1133/(310) 533-1837  
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this proposal:

- Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

No Addenda received regarding this proposal.

Delivery:

What is the lead time for delivery? no time necessary days/weeks

Please provide the following information:

- A. Number of ambulances and qualified employees available for assignment to the City of Torrance.

Gerber Ambulance has access to 60 ambulances and 210 emergency  
medical technicians for Torrance (please see Attachment A).

- B. Average age of ambulances.

The average age of Gerber's ambulances is 4.42 years.

- C. Number of ambulances and employees in direct ownership or employ of the Proposer.

Gerber owns 21 US KKK-1822-A type III modular ambulances. We  
employ 120 people (please see Attachment C).

How do you intend to meet the following minimum requirements? Please specifically delineate resources that you own, and where they are normally assigned, by address. Please indicate your assumed response times from these addresses to the City of Torrance. Reliance upon state, regional, or local mutual aid is not acceptable for providing the required depth of resources. In the event that this requirement for depth of resources is to be met with resources other than owned by your company, detail of contractual relationships and the specific location of contracted resources should be disclosed as above. As a reminder, the requirements listed below shall be staffed pursuant to the "Scope of Service."

- D. During the hours of 7 a.m. to 7 p.m. each day, sixteen (16) United States Department of Transportation Standards KKK-1822-A for Type III ambulances.

From 7 a.m. to 7 p.m. (700-1900) Gerber will have more than 16  
US Standards KKK-1822-A for Type III ambulances available to the  
City of Torrance (please see Attachment D).

- E. During the hours of 7 p.m. to 7 a.m. each day, eight (8) United States Department of Transportation Standards KKK-1822-A for Type III ambulances.

From 7 p.m. to 7 a.m. (1900-700) Gerber will have more than  
eight (8) US Standards KKK-1822-A for Type III ambulances for  
the City of Torrance (please see Attachment E).

F. In addition to the above, Contractor must be capable of providing six (6) additional back-up ambulances capable of responding within twelve (12) minutes for a second response, fourteen (14) ambulances capable of responding within twenty (20) minutes for a third response, and twenty (20) ambulances capable of responding within thirty (30) minutes for a fourth response.

Note: These ambulances may be Type I, Type II or Type III.

Gerber is capable of meeting all first, second, and third response requirements of the City of Torrance (please see Attachment F).

G. Contractor shall have four (4) United States Department of Transportation Standards KKK-1822-A for Type III ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

Gerber will continue to have four (4) US Standards KKK-1822-A for Type III ambulances dedicated solely to the City of Torrance on a 24 hour basis (please see Attachment G).

H. Please list the contributions/support (monetary or service) supplied by your company to the Torrance community.

please see the attached list of contributions labeled, "Attachment H".  
Please see Exhibit B.

I. Please provide the names of at least three (3) hospitals and three (3) fire departments for which you are currently supplying ambulance services.

<u>Little Company of Mary</u>	<u>4101 Torrance Blvd., Torrance</u>	<u>(see Attachment</u>
Name of Hospital	Address	Person to contact/Telephone No.
<u>Torrance Memorial Medical Center</u>	<u>3330 Lomita Blvd.</u>	<u>(see Attachment I).</u>
Name of Hospital	Address	Person to contact/Telephone No.

~~Kaiser-Harbor City~~ 25825 S. Vermont Ave. (see Attachment I).  
 Name of Hospital Address Person to contact/Telephone No.

Name of Hospital Address Person to contact/Telephone No.

*A* Torrance Fire Department 3031 Torrance Blvd. (please see Attachment I)  
 Name of Fire Department Address Person to contact/Telephone No.

Redondo Beach Fire Department (please see Attachment I)  
 Name of Fire Department Address Person to contact/Telephone No.

Los Angeles County Carson/Lomita (please see Attachment I).  
 Name of Fire Department Address Person to contact/Telephone No.

Name of Fire Department Address Person to contact/Telephone No.

J. Please provide information regarding your company's current contracts for ambulance services.

*Little Company of Mary Health Services*  
 Name of Agency Exp. Date Quantity/ Type of Dedicated Units  
 Required by Contract

Torrance Memorial Hospital 2003 No dedicated units  
 Name of Agency Exp. Date Quantity/ Type of Dedicated Units  
 Required by Contract

Name of Agency Exp. Date Quantity/ Type of Dedicated Units  
 Required by Contract

Name of Agency Exp. Date Quantity/ Type of Dedicated Units  
 Required by Contract

Name of Agency Exp. Date Quantity/ Type of Dedicated Units  
 Required by Contract

K. How many years have you been in business as an Ambulance Service Provider?

13 years.

L. Do you currently have employees living within the Torrance city limits? (Do not include Torrance PO areas)

yes YES If yes, how many? 34  
 \_\_\_\_\_ NO

M. Please provide information regarding all Torrance businesses with which you currently have a business relationship.

<u>Carmen's Uniforms</u>	<u>Uniform Shop</u>	<u>\$31,624.26</u>
Name of Company	Type of Business	Approx. Annual Dollar Amount Your Company Expend to this Company
<u>Bothwell Automotive</u>	<u>Auto Repair</u>	<u>\$60,567.97</u>
Name of Company	Type of Business	Approx. Annual Dollar Amount Your Company Expend to this Company
<u>Torrance Commerce Center</u>	<u>Office Rental</u>	<u>\$14,687.40</u>
Name of Company	Type of Business	Approx. Annual Dollar Amount Your Company Expend to this Company
<u>(please see Attachment M for additional businesses)</u>		
Name of Company	Type of Business	Approx. Annual Dollar Amount Your Company Expend to this Company

References:

Please supply the names of companies/agencies for whom you are currently supplying ambulance services.

<u>City of Torrance Fire Department</u>	<u>(please see Attachment )</u>	
Name of Company/Agency	Address	Person to contact/Telephone No.
<u>Little Company of Mary</u>	<u>(please see Attachment )</u>	
Name of Company/Agency	Address	Person to contact/Telephone No.
<u>Torrance Memorial Medical Center</u>	<u>(please see Attachment .)</u>	
Name of Company/Agency	Address	Person to contact/Telephone No.

Proposer must complete each item with either a check mark to indicate that the item being proposed is exactly as specified, or enter a description in the Proposer's comments column to indicate any deviation from the specifications of the item being proposed.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
	Gerber Ambulance Service meets
	and/or exceeds all service
	specifications indicated.

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Proposer's Response (Section III of this document)	<input checked="" type="checkbox"/>
Proposer's Affidavit (Attachment I)	<input checked="" type="checkbox"/>
Financial Statements (Attachment II)	<input checked="" type="checkbox"/>

STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

## PROPOSER'S AFFIDAVIT

Robert H. Gerber being first duly sworn, deposes and says:

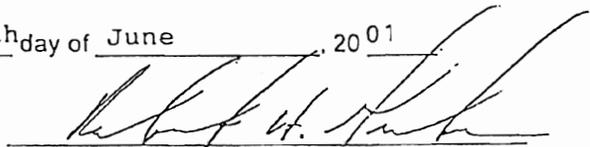
1. That he/she is the President of Gerber Ambulance Service  
 (Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Torrance a proposal for

RFP #B2001-21: Request for Proposal to Provide Ambulance Services for the Torrance Fire and Police Departments on an "As Needed Basis"

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or materialman, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 20th day of June, 2001

  
 (Proposer Signature)

President/CEO  
 (Title)



## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of November 1, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Gerber Ambulance Company, Inc., d.b.a. Gerber Ambulance Service a California Corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide ambulance and patient billing services.
- B. In order to obtain the desired services, The CITY has circulated its Request for Proposal for providing ambulance and patient billing services for the Torrance Fire Department, RFP No. B2011-11 (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONTRACTOR**  
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. A revision to the Proposal is attached as Exhibit C.
- 2. **TERM**  
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for three years from the Effective Date. CITY shall have an option to extend the Agreement for two two-year terms with the same terms and conditions by serving written notice on CONTRACTOR of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement.
- 3. **COMPENSATION**
  - A. No Compensation to CONTRACTOR from CITY.

CONTRACTOR will not be compensated by the CITY for its services under this Agreement. CONTRACTOR will be compensated solely by billing patients, both residents and non-residents, for ambulance-related services provided by

CONTRACTOR in the CITY according to the rates established in the RFP. CITY assumes no financial liability for the cost of services to be provided to patients pursuant to this Agreement, including the cost of dry runs (non-transport).

As a consideration for CONTRACTOR's agreement to provide billing services for CITY, CITY shall provide CONTRACTOR with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration. This consideration does not contravene Title 42 United States Code Section 1320a-7b(b).

B. Schedule of Remittances.

CONTRACTOR will make remittances to CITY for medical supplies reimbursements and collected CITY fees in accordance with the RFP.

**4. TERMINATION OF AGREEMENT**

A. Either party to the Agreement may terminate the Agreement by giving at least thirty days written notice to the other party of its intention to terminate the Agreement. This shall not prevent City from canceling the Agreement at any time as a result of CONTRACTOR's default under the Agreement.

B. Default.

1. If CONTRACTOR fails in any manner to fully perform and carry out each and every term, covenant and condition of this AGREEMENT, it shall be in default of this AGREEMENT. Default shall include, but not be limited to:
  - a. Filing for bankruptcy;
  - b. If CONTRACTOR makes a general assignment for the benefit of its creditors;
  - c. If a receiver is appointed for CONTRACTOR because of its insolvency;
  - d. If CONTRACTOR fails to provide properly skilled workers or services as required by this Agreement;

- e. If CONTRACTOR fails to respond in a timely manner as required by this Agreement;
  - f. If CONTRACTOR disregards laws, ordinances or instructions associated with the performance of this Agreement;
  - g. If CONTRACTOR fails to conduct its operations according to this Agreement;
  - h. If CONTRACTOR violates any provision of this Agreement;
  - i. If CONTRACTOR ceases operations under this Agreement.
- 2. In case of default or breach of this AGREEMENT, the CITY may, at its option, terminate and cancel this AGREEMENT. Such termination shall not affect or terminate any of the rights of CITY against CONTRACTOR that exist or which may thereafter occur because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to CITY under the law.
  - 3. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.
- C. Termination for Breach of Law.
- 1. In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to

affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

CONTRACTOR will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

1. When such performance is prevented by operation of law.
2. When such performance is prevented by an Act of God.
3. When such performance is prevented by an act of the public enemies of the State of California, or the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of the CONTRACTOR, or unavoidable casualty.
4. When such performance is prevented by the inability of CONTRACTOR to secure necessary materials, supplies or equipment by reason of:
  - a. Appropriation or use thereof by the Federal Government, or
  - b. Regulations imposed by the Federal Government.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest

because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

William Racowschi is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Robert H. Gerber

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

All books, records and reports relating to the performance and fees collected in connection with this Agreement shall be kept by the CONTRACTOR on a generally recognized accounting basis and maintained for a period of three years after the term of the Agreement. These books, records, and reports shall be available to CITY for review and audit during normal working hours upon notice by CITY.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any

liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primary Bodily Injury and Primary Property Damage with combined single limits of at least \$2,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence.
- (3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

(4) Malpractice insurance with limits of at least \$3,000,000 per occurrence.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice:

notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Gerber Ambulance  
19801 Mariner Avenue  
Torrance, CA 90503

Fax: (310) 542-1152

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties. No other subcontracting of any work to be performed in this Agreement may be subcontracted. Any contract with another qualified ambulance service and any changes in the ownership must be approved in writing by the CITY.

23. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

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

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **LIENS AND CLAIMS PROHIBITED**

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against CITY that in any way is connected with any service rendered by CONTRACTOR. CONTRACTOR agrees to assume full responsibility for satisfaction of any such lien or claim so filed or prosecuted and for all costs connected therewith.

32. **PUBLICITY**

Any use by CONTRACTOR of the name of CITY for publicity purposes must be approved in writing by the City Manager of CITY before publication. CONTRACTOR shall not, without first obtaining written consent from the City Manager, in any manner advertise or otherwise publish the fact that CONTRACTOR has contracted with CITY to provide ambulance services.

33. **CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and

(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

Gerber Ambulance Company, Inc., d.b.a  
Gerber Ambulance Service  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Robert H. Gerber, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A:    RFP  
                         Exhibit B:    Proposal  
                         Exhibit C:    Revision to Proposal

Revised:      10/29/2008

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**Request for Proposals (RFP)**

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP B2011-11

**RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department**

## RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, March 31, 2011

Time Deadline: **2:00 P.M.**

Proposals will be opened and publicly read aloud at 2:15 PM in the Council Chambers.

*An original plus four (4) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:*

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Vendor's Affidavit (Attachment 1)
- Audited Financial Statements (Attachment 2)

### Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below.

Location: Torrance Fire Department Classroom  
1701 Crenshaw Blvd., Torrance, CA 90501

Date: Thursday, March 17, 2011

Time: 10:00 A.M.

Questions Regarding this RFP Should be Directed to:

Michael Hansen  
Battalion Chief  
(310) 678-0441

RFP B2011-11

RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department

**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, March 31, 2011, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and four (4) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department, RFP B2011-11".

**Background:**

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of approximately 149,111, which makes it the sixth largest city in Los Angeles County.

The City has six fire stations. In fiscal year 2009-10, the Torrance Fire Department responded to a total of 12,179 incidents, of which 8,914 were medical emergencies. During the same year, the total number of transported patients was 7,136, of which 3,814 were accompanied by a Fire Department paramedic to the medical facility and the remaining 3,322 were assessed by a paramedic and released for transport without paramedic accompaniment.

With this RFP, the City of Torrance is soliciting proposals from licensed and experienced ambulance providers interested in providing ambulance and patient billing services for the Torrance Fire Department. Contractor shall provide transportation for sick or injured persons in response to all requested emergency and non-emergency calls from the City's Fire Department at the rates set forth in the next section and will assume the responsibility of billing for the City's Advanced Life Support fees.

**Proposal Submittal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Proposal to Provide Ambulance and Patient Billing Services for the Torrance Fire Department, RFP B2011-11" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

**Mandatory Pre-Proposal Conference:**

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified. No exceptions will be allowed.

Vendors are encouraged to submit pre-conference questions in writing on company letterhead, signed and dated by an authorized representative. All written questions must be received by Torrance Fire Department no later than seven (7) business days before the conference at the following address: 1701 Crenshaw Ave., Torrance, CA 90501, Attention: Michael Hansen. (Questions submitted in any method, other than the specified above, will not be accepted.) Questions submitted after the pre-proposal conference will not be answered, though the City shall reserve the right to answer post-conference questions should it determine, in its sole discretion, that such information is necessary to ensure an effective and fair RFP process.

**Reservation:**

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

**Affidavit:**

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

**Proposers Examination of Requirements:**

The Proposer is required to examine carefully the streets of the City, the instructions, information and specifications of this RFP document, investigate the conditions and circumstances to be encountered, the character, quality, quantities and all aspects of the work and services to be performed, materials and vehicles to be furnished. Submission of a proposal shall be considered prima facie evidence that the Proposer has made such examination.

**Exceptions:**

Proposers taking exception to any requirements in the proposal shall indicate such exception(s) in Section III of this document. Proposers failing to indicate any exceptions shall be interpreted as if they intend to fully comply with all RFP requirements and subsequent Agreement terms. Explanation must be made for each item for which exception is taken, providing the extent of the exception, and the reason for which it is taken. The exceptions will be considered as part of the overall proposal evaluation, and may become a topic of negotiation if the Proposer is selected for further review and consideration.

### Standards for Evaluation:

The City will be the sole determiner of suitability to the City's needs. The City staff will use the following criteria, in determining which proposal best meets the needs of the City. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable proposals, system design, operations, depth of resources and approach to meeting the minimum requirements, patient billing, and financial capabilities.

<b>Evaluation Criteria</b>	<b>Maximum points</b>
Credentials and Experience	30
System Design and Lead Time for Delivery	15
Operations and Resources	160
Patient billing	45
Financial analysis	50
<b>Total</b>	<b>300</b>

Proposals will be reviewed and evaluated based on the information in the submitted documentation as follows:

- Completed Proposer's Response (Section III of this document)
- Completed Proposer's Affidavit (Attachment 1)
- Submitted Financial Statements (Attachment 2)
- Comply with all mandatory specifications (Section II)
- Provide additional information within two (2) working days of request (only if requested)

The City will establish an Evaluation Committee. The Evaluation Committee will review and assess all proposals that satisfy the requirements specified in this RFP. Only proposers who attend the mandatory Proposers' Conference will have their proposals considered. The Committee may determine in its sole discretion that oral presentations are necessary to clarify and adjust up or down the scores of any one or all of the proposal sections for any one or all of the proposals reviewed by the Evaluation Committee. The City's Evaluation Committee may conduct site visits at most qualified Proposers' place of business.

### Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

### The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance (Attachment A). Attached is a copy of the City's standardized contract, which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

### Contract Term:

Unless earlier terminated in accordance with the "Termination" provision below, the contract term will be for three years from the effective date with option for the City to extend the Agreement for two additional two-year terms with the same terms and conditions by serving written notice on Contractor of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement. The contract is anticipated to begin July 16, 2011.

**Termination:**

Either party to the Agreement may terminate the Agreement by giving at least thirty days written notice to the other party of its intention to terminate the Agreement. This shall not prevent City from canceling the Agreement at any time as a result of Contractor's default under the Agreement.

**Definitions:**

Word	Definition as applied to this Request for Proposal
ALS	Advanced Life Support. Only Paramedics are authorized to provide this higher level of care.
Ambulance	Shall be defined as a motor vehicle especially constructed, modified, equipped or arranged for the purpose of transporting sick, injured, convalescent, infirm or otherwise incapacitated persons and authorized by the State of California as an emergency vehicle to be used in emergency service to the public. Said vehicle shall be designed and constructed to meet the U.S. Department of Transportation Standards KKK-1822-A for Type III ambulances. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.
Ambulance Attendant	Shall be defined as any person other than the ambulance driver who is employed to accompany an ambulance driver while transporting a person needing medical attention or services.
Ambulance Driver	Shall be defined as any person who drives an ambulance in which any person needing medical attention or service is transported.
Ambulance Operator	Shall be defined as any person who transports one or more persons needing medical attention or service.
BLS	Basic Life Support. Both EMTs and Paramedics can provide this level of care.
City	City of Torrance.
Contractor	The ambulance provider agency that is selected and awarded a contract. Used interchangeably and synonymously with "Proposer" and "Vendor" depending on the specific context in which it is being used.
Dry Run	Service request by the Fire Department, for which no service was necessary.
EMT	Emergency Medical Technician. Certified at the county and state level to provide BLS level care.
Proposal	The official response to this RFP by an ambulance provider agency that is competing in the RFP process. This term usually refers to the "Proposal Submission Form/Questionnaire" that contains a proposer's formal written responses to the interrogatories. However, it may also refer more broadly to all statements, materials, and actions by a proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements).
Proposer	An ambulance provider agency that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with "Contractor" and "Vendor" depending on the specific context in which it is being used.
RFP	The "City of Torrance Request for Proposal for Ambulance and Patient Billing Services for the Torrance Fire Department" (i.e., this document).
TFD	Torrance Fire Department.
Vendor	An ambulance provider agency that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with "Proposer" and "Contractor" depending on the specific context in which it is being used."

RFP B2011-11

RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department

## SECTION II TECHNICAL REQUIREMENTS

### Introduction:

The City of Torrance is requesting proposals from qualified vendors for ambulance and patient billing services for the Torrance Fire Department.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

### General Requirements:

Contractor shall provide adequate personnel trained in accordance with the California Health and Safety Code and California Administrative Code, Titles 13 and 22; and shall provide adequate ambulances as specified, equipped with red lights and sirens in accordance with the California Vehicle Code and the California Administrative Code to respond to all requested emergency and non-emergency calls from the City's Fire Department at the rates set forth in the subsection below. Contractor will assume the responsibility of billing for the City the City's Advanced Life Support fees.

### Scope of Services:

1. The Service Area for purposes of this solicitation is the corporate boundaries of the City of Torrance; provided, however, that occasionally the City Fire Department personnel respond to incidents outside the City.
2. Contractor shall provide a minimum of one (1) trained Ambulance Driver and one (1) trained Ambulance Attendant, as defined in the California Health and Safety Code and Titles 13 and 22 of the California Administrative Code, and as specified in Permits and Licenses below for each ambulance operated within the City of Torrance.
3. Contractor shall respond to all emergency calls received from the City's Public Safety Communications Center within eight (8:00) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8:00) minutes, Contractor shall give notification of such fact to the requesting individual(s) at the time the emergency call is received. (Response time is elapsed time from the time ambulance dispatch receives the information to the time first ambulance unit arrives on scene.)
4. Contractor shall provide the following equipment for the performance of this proposal:
  1. Contractor shall have five (5) ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

Contractor shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the City's Public Safety Communications Center Computer-Aided Dispatch System ; 3) a mobile computer system that has the ability to send & receive incident info and update vehicle status into the City's Public Safety Communications Center CAD. Any needed tech support will be provided by an outside contractor or can be contracted with the city for a fee. Contractor shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Contractor dispatchers and City of Torrance dispatchers to dispatch the ambulances and in all communications. Contractor shall incur all associated cost.

2. During the hours of 7 a.m. to 7 p.m., Contractor shall maintain in good condition and shall have available a minimum of sixteen (16) Type III ambulances, as defined under DEFINITIONS, to answer each and every call from the Fire Department. During the hours of 7 p.m. to 7 a.m., Contractor shall maintain in good condition and shall have available a minimum of eight (8) Type III ambulances to answer any call from the Fire Department in the City. The minimum requirements for sixteen and eight ambulances include the five dedicated ambulances in 4.1.
3. In addition to the ambulances required above, Contractor shall provide a minimum of six (6) additional backup ambulances (22 total) to respond to any location in the City of Torrance when the assigned units are committed to prior calls within a twelve (12)-minute response time; fourteen (14) additional backup ambulances (30 total) to respond within a twenty (20)-minute response time; and twenty (20) additional backup ambulances (36 total) to respond within a thirty (30) minute response time. The ambulances may be Type I, II or III.
4. Within twenty (20) minutes notification by the Torrance Fire Department, Contractor shall be prepared to provide a qualified supervisor at the scene of a multiple casualty event to assist the City in coordination of rescue activities.
5. Contractor must provide ambulances that meet the requirements of United States Department of Transportation Standards KKK-1822-A for Type III ambulances. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.
6. Contractor must obtain and maintain ambulances that meet the standards of the State of California and will pass a state-level vehicle maintenance inspection at all times.
7. Contractor shall not transport any sick, injured, convalescent, infirm or otherwise incapacitated person except in an ambulance where there are present an ambulance driver and an ambulance attendant, both of whom possess the required certificates and licenses, unless otherwise directed by City.
8. Contractor must obtain, install, and pay the monthly cost of separate telephone line(s) directly connecting its dispatch center (and the dispatch center of its subcontractor(s) if any) with that of City's Public Safety Communications Center, which telephone line(s) shall be operative 24 hours a day, 7 days a week.
9. Contractor shall establish and maintain a minimum of one facility within Torrance city limits.
10. Inspection:  
The City shall have the authority, but not the obligation, to inspect all real property owned or operated by Contractor and all vehicles used or available for use in carrying out this Agreement. Said vehicles shall comply with all requirements set forth by the State of California, the County of Los Angeles, and the City of Torrance. Failure to permit such inspection shall be grounds for terminating this Agreement.
11. Maintenance of facilities and equipment:  
Throughout the term of this Agreement, the Contractor shall maintain in a neat and clean manner and in good condition the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of these specifications.
12. Hospitals to be used under the Agreement include, but are not limited to:
  - (1) Harbor UCLA Medical Center
  - (2) Kaiser Permanente - Harbor City
  - (3) Providence Little Company of Mary Medical Center Torrance
  - (4) Long Beach Memorial Hospital
  - (5) Memorial Hospital of Gardena
  - (6) Providence Little Company of Mary Medical Center San Pedro
  - (7) St. Mary Medical Center
  - (8) Torrance Memorial Medical Center

Ambulances shall transport the person or persons to these medical facilities or to such other medical facilities as specified by the Fire Department.

13. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and services in connection with the services provided under this Agreement. Contractor shall provide all reasonable protection and precaution to prevent damage, injury or loss to persons receiving services under this Agreement and their property, including but not limited to the following:
  1. Individuals at the response site or individuals in the process of being transported, as well as persons who may be affected by the service thereby, including employees of the City;
  2. All the materials and equipment at the response site;
  3. All the property of the person being treated or transported.
14. City's Fire personnel shall have complete situation control, including the care and treatment of persons at the scene of an emergency. All services provided by Contractor shall be in support of that control until such time as the City Fire personnel relinquish such control, and Contractor assumes control of the sick or injured person or persons for the purpose of transporting that person or persons to a medical facility. In the event Contractor responds to a request for transportation from City's Public Safety Communications Center and no City Fire personnel are present at the scene, Contractor personnel shall assume situation control for the care and treatment of sick or injured persons until Fire personnel arrive.
15. Contractor shall be responsible for the training and education of its personnel, including all applicable policies, procedures, and guidelines from Torrance Fire Department. Contractor shall make available to City a copy of each current EMT-1 certification of ambulance personnel upon request.

16. Permits and Licenses:

Every ambulance driver shall at all times possess any and all valid California certificates and licenses to operate an ambulance as required by the State of California and the County of Los Angeles.

Every ambulance driver and every ambulance attendant shall possess an Emergency Medical Technician I or II License issued by the County of Los Angeles or by a school approved by the State of California or be a California licensed Emergency Medical Technician - Paramedic, accredited in Los Angeles County.

A physician or registered nurse licensed by the State of California and employed as an ambulance driver or attendant shall be excused from the Emergency Medical Technician certification.

Every ambulance driver and ambulance attendant shall maintain said certificates and licenses and all other certificates and licenses that are now or hereafter required by law in full force and effect and shall carry such credentials at all times while engaged in ambulance service in the City.

If at any time a certificate or license required of an ambulance driver or ambulance attendant is suspended, revoked, restricted or otherwise ceases to be in full force and effect, Contractor shall notify City of this fact within twenty-four (24) hours and such employee shall not be permitted to work in Torrance. Contractor shall replace said driver or attendant at once.

Contractor shall obtain, and at all times this Agreement is in effect shall possess, all permits and licenses and pay all charges and fees necessary and incidental to the lawful operation of the ambulance service.

17. Legal Compliance:

Contractor will ensure compliance with all applicable federal, state, and local laws and protocols, including, but not limited to:

- a. California Health & Safety Code, Division 2.5
- b. California Code of Regulations, Title 22, Division 9, Chapter 2
- c. Los Angeles County EMS Agency Policies, Procedures, Treatment Guidelines
- e. California Vehicle Code
- f. City of Torrance Municipal Code
- g. Non-Collusion Affidavit

18. Compliance with Health Insurance Portability and Accountability Act of 1996:

In the performance of its duties under this Agreement, Contractor specifically agrees it is knowledgeable of and will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

19. Exclusive Right:

Contractor will be the exclusive provider of Ambulance Services to the City except in unusual circumstances when in the sole discretion of Torrance Fire personnel, it is in the best interest of the patient to use alternative means to transport the patient.

20. Contractor shall provide transportation for sick or injured persons under emergency or non-emergency circumstances within the City of Torrance limits. Each time Contractor dispatches an ambulance to transport one or more persons in response to a request from the Fire Department, the cost of such ambulance transportation and related services shall be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that the Contractor may charge for such transportation and related services are as follows:

1. Base-Response Charge: The fee charged for this service may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time, less \$17.00. (i.e., County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00)
2. Mileage: The fee charged for mileage (from location of patient to hospital) may not exceed the General Public Ambulance Rate set for mileage by the County of Los Angeles as such rate may be amended from time to time.
3. Oxygen and oxygen cannula/mask: The fees charged for oxygen and an oxygen cannula/mask may not exceed the General Public Ambulance Rates set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
4. Code 2 Response or Transport Fee: The fee charged for a Code 2 Response or Transport may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time.
5. Backboard, splints, KED: The fee charged for a backboard, splints or KED may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
6. Bandages, dressings: The fee charged for bandages and dressings may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.

21. Contractor will assume the responsibility of billing for the City the Paramedic Advanced Life Support (ALS) Emergency Response and Transport Fee minus the Base-Response Charge less \$17.00 and the Code 3 Response or Transport Fee, in conjunction with its billing procedures. These fees will be billed when the patient is transported with Torrance Fire Department (TFD) paramedic accompanying the patient to the medical facility. The fees charged for these services may not exceed the County of Los Angeles General Public Ambulance Rate set for each of these services as such rates may be amended from time to time (i.e., County of Los Angeles rate for response to call with equipment and personnel at a ALS level minus [County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00]; and the County of Los Angeles rate for Code 3 used during response or transport per incident).

22. In addition to the fees in Paragraph 21 above, the Contractor will assume the responsibility of billing for the City the ALS assessment fee when the patient is assessed by a TFD paramedic who determines it is not necessary to accompany the patient to the medical facility and releases the patient for transport without paramedic accompaniment. The ALS assessment fee is indexed to and may not exceed the County of Los Angeles General Public Ambulance rate set for such services: ALS rate minus BLS rate less \$17 (i.e., County of Los Angeles rate for response to call with equipment and personnel at a ALS level minus [County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00]).

23. Multiple Patient Loads: For each additional patient carried by one ambulance at the same time, the Contractor may add fifty percent (50%) of the base rate and mileage rate set forth above. The total charges, other than special patient services, shall be divided equally among the patients.
24. Contractor will perform all billing services including sending a minimum of four collection notices within a fifty-day period. The above City fees will be billed on separate bills and collected separately; all bills shall be itemized. Contractor will bill and collect all accounts in accordance with current practices of Contractor or as otherwise reasonably directed by City. Billing methods and techniques shall comply with all applicable federal, state, and local billing laws. Contractor will remit all fees collected to the City within seven days of receipt along with a Payments Received report detailing each patient from whom a payment was received. There will be separate reports for the collected ALS Emergency Response and Transport fees; the ALS Assessment fees, Medicare payment (broken down by ALS assessments vs. Response and Transport), and fees collected by the collection agency. The Contractor will present the City with a monthly statement setting forth the monthly total of fees billed and all sums remitted. Required information on the Contractor's deposit reports and monthly statements also includes the incident number, date of ALS service, invoice #, insurance information (i.e., Blue Cross, Medicare, Medi-Cal, Private Pay), amount billed, total payments received, and balance. Upon request, Contractor will provide revenue report summarizing the revenues billed and collected for ALS services by category of payor ( i.e., Commercial Insurance, Private Pay, Medicare, etc.)
25. Contractor agrees to accept assignments of fees from Medicare, MediCal or third-party insurance as full payment. When billing Medicare for Medicare patients in ALS transports, Contractor will bill at the ALS rates and pay to the City the difference between Medicare ALS and BLS rates. Fees accepted from Medicare, MediCal or third-party insurance may not exceed the maximum rates allowed. Contractor will accept first, second, and third-party billing and will not require patient payment prior to insurance payment. Contractor will, if necessary and reasonable, allow patients to make interest-free payments on bills for services.
26. Contractor shall make best efforts to collect the maximum amount possible for all billed ALS Services. Contractor shall work with City's collection agency and reconcile the fees collected by the collection agency in the billing reports.
27. Contractor will not be compensated by the City for its services. Contractor will be compensated solely by billing patients, both residents and non-residents, for ambulance-related services provided by Contractor in the City according to the rates established in paragraph 20.
28. Pursuant to Title 42 United States Code Sections 1320-a-7b(b), as consideration for Contractor's agreement to provide billing services for City, City shall provide Contractor with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration.
29. For each patient transported, the Contractor shall pay the Torrance Fire Department (TFD) the sum of \$23.00 as reimbursement for medical supplies and services provided by TFD regardless of what Contractor actually collects from the patient. TFD reports of transported patients shall serve as the basis for calculating the monthly payment. TFD shall present a statement monthly to Contractor for the amount of fees. The fees shall be due and payable immediately on receipt of the statement and an interest rate of 1% per month shall be paid on all amounts 30 days past due.
30. The City shall not be liable for payment of any of the transportation and related services in the event Contractor is unable for any reason to collect from the person responsible for such payment. It shall be the sole responsibility of the Contractor to obtain payment due for service rendered. The City shall incur no obligation, financial or otherwise, for the services rendered.
31. There shall be no charge when the Contractor is requested to transport a person in the custody of the City to a medical facility. Such transport shall not use any of the five dedicated ambulances for the City of Torrance unless the transport request is via the 911 system. There shall be no charge for any "dry run."

32. Rates set forth herein shall remain in effect throughout the term of the contract with City unless changed or modified by the City Council of the City of Torrance for good cause.

Contractor shall be able to originate and keep all records and reports as may be required by the State, County and City. Contractor shall submit all records and reports as required or requested to the State, County, or City. City has the right to review and audit these records and reports at any time. All books, records and reports relating to the performance and fees collected in connection with this Agreement shall be kept by the Contractor in a recognized accounting method and retained for a period of three years after the term of the Agreement. These books, records, and reports shall be available to City for review and audit at reasonable times upon notice by City.

33. Performance:

The Contractor shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as best effort to obtain and keep the confidence of the community. Any failure by the City, at any time, to enforce or require the strict performance of the terms, covenants or conditions, shall not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.

### **Proposal Submittals:**

Each proposal must contain:

- Proposer's Response (Section III of this document)
- Proposer's Affidavit (Attachment I)
- Audited Financial Statements (Attachment II)

The attached Agreement is the agreement that the selected Proposer will sign subsequent to award. The successful Proposer must be able to comply with the attached Agreement.

RFP B2011-11

RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department

## SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**\_\_\_\_\_  
Name of Company\_\_\_\_\_  
Address\_\_\_\_\_  
City/State/Zip Code\_\_\_\_\_  
Telephone Number/Fax Number\_\_\_\_\_  
Printed Name/Title\_\_\_\_\_  
Signature\_\_\_\_\_  
Date**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

\_\_\_\_\_  
Name\_\_\_\_\_  
Title\_\_\_\_\_  
Telephone Number/Fax Number**Form of Business Organization:** Please indicate the following (check one);

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other: \_\_\_\_\_

**Business History:**

How long have you been in business under your current name and form of business organization?

\_\_\_\_\_ Years

If less than three (3) years and your company was in business under a different name, what was that name?

\_\_\_\_\_  
\_\_\_\_\_

**Addenda Received:**

Please indicate addenda information you have received regarding this RFP:

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_ No Addenda received regarding this RFP.

**Renewal Option:**

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged.

Yes \_\_\_\_\_ we would agree to add one (1) additional 2-year term (after initial contract term)

Yes \_\_\_\_\_ we would agree to add two (2) additional 2-year terms (after initial contract term)

No \_\_\_\_\_ we would not be interested in renewing this contract.

**Delivery:**

What is the lead time for delivery/ start? \_\_\_\_\_ days/weeks

Can you start the provision of ambulance and patient billing services for the City on July 16, 2011? \_\_\_\_\_

If no, what is your proposed Start Date? \_\_\_\_\_

**Start Up Plan:**

- 1. Describe in detail how you propose to start operations in a timely manner. Include any time frames or delays due to equipment or vehicle acquisition. Discuss in detail the system design you propose.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please provide the following information:

- 2. Number of ambulances and qualified employees available for assignment to the City of Torrance.

---



---

- 3. Average age of ambulances.

---



---

- 4. Number of ambulances and employees in direct ownership or employ of the Proposer.

---



---

- 5. Describe the experience and qualifications of Proposer's management, billing, and line personnel (drivers, attendants, and dispatchers), who will be assigned to and involved with Torrance contract. Please provide relevant supporting documents such as: resumes, licenses, and certificates.

---



---



---



---



---



---



---



---

- 6. Complete the following Personnel Information Sheet:

	Management	Billing	Line Personnel	Support
Total number of employees employed by Proposer				
Average time in profession				
Average time with Proposer				
Number of employees (employed by Proposer) that will be assigned to Torrance				
Average time in profession				
Average time with Proposer				

7. Describe Proposer's current programs utilized for training of new employees, including driver training, and for the ongoing continuing education of existing employees, including remediation. Include the location of training records. Training records (Driver, Substance abuse and EMT) may be requested for review.

---

---

---

---

---

---

---

---

8. Describe how Proposer will ensure that the EMTs in its employ obtain the competencies required for renewal, and how Proposer's EMT certification renewal process works.

---

---

---

---

---

---

---

---

---

---

9. Do you agree to comply with the response requirement? Describe how this standard will be met? Contractor shall respond to all emergency calls received from the City's Public Safety Communications Center within eight (8:00) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8:00) minutes, Contractor shall give notification of such fact to the requesting individual(s) at the time the emergency call is received. (Response time is elapsed time from the time ambulance dispatch receives the information to the time first ambulance unit arrives on scene.)

---

---

---

---

---

---

---

---

---

---

How do you intend to meet the following minimum requirements? Please specifically delineate resources that you own, and where they are normally assigned, by address. Please indicate your assumed response times from these addresses to the City of Torrance. Reliance upon state, regional, or local mutual aid is not acceptable for providing the required depth of resources. In the event that this requirement for depth of resources is to be met with resources other than owned by your company, detail of contractual relationships and the specific location of contracted resources should be disclosed as above. As a reminder, the requirements listed below shall be staffed pursuant to the "Scope of Service."

- 10. Contractor shall have five (5) United States Department of Transportation Standards KKK-1822-A for Type III ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.

---

---

---

---

---

---

---

---

---

---

Contractor shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the City's Public Safety Communications Center Computer-Aided Dispatch System; 3) a mobile computer system that has the ability to send & receive incident info and update vehicle status into the City's Public Safety Communications Center CAD. Any needed tech support will be provided by an outside contractor or can be contracted with the city for a fee. Contractor shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Contractor dispatchers and City of Torrance dispatchers to dispatch the ambulances and in all communications. Contractor shall incur all associated cost. Please describe if (and how) you can comply with this requirement.

---

---

---

---

---

---

---

---

---

---











24. List name, address, and share of ownership of all owners of the proposing company.

---

---

---

---

---

25. List names of all organizations, corporations, or firms, for which the proposing corporation/firm holds controlling or financial interest.

---

---

---

---

---

26. Explain any previous or current litigation involving the proposing company, or any principal officers, in connection with any contracts or proposals for emergency ambulance services.

---

---

---

---

---

---

---

---

27. Explain any failure or refusals by the Proposer to fulfill the requirements of a contract for emergency ambulance service or any other ambulance service contract.

---

---

---

---

---

---

---

---

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Vendor Name: \_\_\_\_\_

## RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different then what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number in the space below.
Service Area			
Ambulance Staffing and Personnel Training			
Response Times Compliance			
Ambulance and equipment requirements			
Telephone lines requirement			
Facilities			
Inspection and Maintenance of facilities and equipment			
Hospitals to be used			
Safety			
Situation control			
Permits and Licenses			
Legal Compliance			
HIPAA Compliance			
Exclusive Right			
Contractor's maximum allowable charges			
City's fees and patient billing by Contractor			
Medicare billing and pass through			
Medical supplies reimbursement			
Work with City's collection agency & reconcile billing			
"Dry runs"			
Records and Reports			
Contract Period and Renewal			
Termination			
Other RFP terms			
Agreement Terms and Conditions			

Vendor Name: \_\_\_\_\_

**Submittals:** Please indicate that the following are included with your proposal:

<b>Submittal Requirements</b>	<b>Check here if included:</b>
Proposer's Response (Section III of this document)	
Proposer's Affidavit (Attachment 1)	
Audited Financial Statements (Attachment 2)	

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

\_\_\_\_\_ being first duly sworn deposes and says:

1. That he/she is the \_\_\_\_\_ of \_\_\_\_\_  
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

\_\_\_\_\_ (Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Proposer Signature)

\_\_\_\_\_  
(Title)

**Audited Financial Statements**

Attach audited financial statements for the last two years.

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide ambulance and patient billing services.
- B. In order to obtain the desired services, The CITY has circulated its Request for Proposal for providing ambulance and patient billing services for the Torrance Fire Department, RFP No. Insert RFP No. (the "RFP").
- C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for three years from the Effective Date. CITY shall have an option to extend the Agreement for two two-year terms with the same terms and conditions by serving written notice on CONTRACTOR of its intention to extend no sooner than 180 days or less than 90 days prior to the expiration of the Agreement.

#### 3. COMPENSATION

- A. No Compensation to CONTRACTOR from CITY.

CONTRACTOR will not be compensated by the CITY for its services under this Agreement. CONTRACTOR will be compensated solely by billing patients, both residents and non-residents, for ambulance-related services provided by

CONTRACTOR in the CITY according to the rates established in the RFP. CITY assumes no financial liability for the cost of services to be provided to patients pursuant to this Agreement, including the cost of dry runs (non-transport).

Pursuant to Title 42 United States Code Sections 1320-a-7b(b), as a consideration for CONTRACTOR's agreement to provide billing services for CITY, CITY shall provide CONTRACTOR with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration.

B. Schedule of Remittances.

CONTRACTOR will make remittances to CITY for medical supplies reimbursements and collected CITY fees in accordance with the RFP.

4. **TERMINATION OF AGREEMENT**

- A. Either party to the Agreement may terminate the Agreement by giving at least thirty days written notice to the other party of its intention to terminate the Agreement. This shall not prevent City from canceling the Agreement at any time as a result of CONTRACTOR's default under the Agreement.
- B. Default.
1. If CONTRACTOR fails in any manner to fully perform and carry out each and every term, covenant and condition of this AGREEMENT, it shall be in default of this AGREEMENT. Default shall include, but not be limited to:
    - a. Filing for bankruptcy;
    - b. If CONTRACTOR makes a general assignment for the benefit of its creditors;
    - c. If a receiver is appointed for CONTRACTOR because of its insolvency;
    - d. If CONTRACTOR fails to provide properly skilled workers or services as required by this Agreement;

- e. If CONTRACTOR fails to respond in a timely manner as required by this Agreement;
  - f. If CONTRACTOR disregards laws, ordinances or instructions associated with the performance of this Agreement;
  - g. If CONTRACTOR fails to conduct its operations according to this Agreement;
  - h. If CONTRACTOR violates any provision of this Agreement;
  - i. If CONTRACTOR ceases operations under this Agreement.
2. In case of default or breach of this AGREEMENT, the CITY may, at its option, terminate and cancel this AGREEMENT. Such termination shall not affect or terminate any of the rights of CITY against CONTRACTOR that exist or which may thereafter occur because of such default, and the foregoing provisions shall be in addition to all other rights and remedies available to CITY under the law.
  3. The waiver of a breach of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

C. Termination for Breach of Law.

1. In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to

affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

**5. FORCE MAJEURE**

CONTRACTOR will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

1. When such performance is prevented by operation of law.
2. When such performance is prevented by an Act of God.
3. When such performance is prevented by an act of the public enemies of the State of California, or the United States of America, or by strike, mob violence, fire, delay in transportation beyond the control of the CONTRACTOR, or unavoidable casualty.
4. When such performance is prevented by the inability of CONTRACTOR to secure necessary materials, supplies or equipment by reason of:
  - a. Appropriation or use thereof by the Federal Government, or
  - b. Regulations imposed by the Federal Government.

**6. RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest

because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

Insert a specific person is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

All books, records and reports relating to the performance and fees collected in connection with this Agreement shall be kept by the CONTRACTOR on a generally recognized accounting basis and maintained for a period of three years after the term of the Agreement. These books, records, and reports shall be available to CITY for review and audit during normal working hours upon notice by CITY.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any

liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - (a) Primary Bodily Injury with limits of at least \$1,000,000 per person, \$2,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$1,000,000 per occurrence; or
  - (c) Combined single limits of \$2,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

- (3) Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- (4) Malpractice insurance with limits of at least \$1,000,000 per occurrence.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice:

notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

City Clerk  
 City of Torrance  
 3031 Torrance Boulevard  
 Torrance, CA 90509-2970  
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties. No other subcontracting of any work to be performed in this Agreement may be subcontracted. Any contract with another qualified ambulance service and any changes in the ownership must be approved in writing by the CITY.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **LIENS AND CLAIMS PROHIBITED**

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against CITY that in any way is connected with any service rendered by CONTRACTOR. CONTRACTOR agrees to assume full responsibility for satisfaction of any such lien or claim so filed or prosecuted and for all costs connected therewith.

32. **PUBLICITY**

Any use by CONTRACTOR of the name of CITY for publicity purposes must be approved in writing by the City Manager of CITY before publication. CONTRACTOR shall not, without first obtaining written consent from the City Manager, in any manner advertise or otherwise publish the fact that CONTRACTOR has contracted with CITY to provide ambulance services.

33. **CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and

(iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

Insert name of business  
Insert type of entity

By: \_\_\_\_\_  
Insert Name and Title

\_\_\_\_\_  
Frank Scotto, Mayor

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A:    RFP  
                         Exhibit B:    Proposal

Revised:      10/29/2008

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**[To be attached]**

**EXHIBIT B**

**PROPOSAL**

**[To be attached]**

**EXHIBIT B**  
**PROPOSAL**

RFP B2011-11

RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department

## SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

**GERBER AMBULANCE SERVICE**

Name of Company

**19801 MARINER AVENUE**

Address

**TORRANCE, CA 90503**

City/State/Zip Code

**PH: (310) 542-6464 / FAX: (310) 542-1152**

Telephone Number/Fax Number

**MICHAEL D. WADE, CONTRACTS MANAGER**

Printed Name/Title



Signature



Date

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

**MICHAEL D. WADE**

Name

**CONTRACTS MANAGER**

Title

**PH: (310) 466-8476 / FAX: (310) 542-1152**

Telephone Number/Fax Number

**Form of Business Organization:** Please indicate the following (check one);Corporation  Partnership  Sole Proprietorship  Other: \_\_\_\_\_

**Business History:**

How long have you been in business under your current name and form of business organization?

Twenty Three (23) Years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

**Addenda Received:**

Please indicate addenda information you have received regarding this RFP:

Addendum No. <input checked="" type="checkbox"/>	Date Received: <u>3/22/2011</u>
Addendum No. <input checked="" type="checkbox"/>	Date Received: <u>3/25/2011</u>
Addendum No. <input type="checkbox"/>	Date Received: _____
Addendum No. <input type="checkbox"/>	Date Received: _____

No Addenda received regarding this RFP.

**Renewal Option:**

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged.

Yes  we would agree to add one (1) additional 2-year term (after initial contract term)

Yes  we would agree to add two (2) additional 2-year terms (after initial contract term)

No  we would not be interested in renewing this contract.

**Delivery:**

What is the lead time for delivery/ start? Zero (0) days/weeks

Can you start the provision of ambulance and patient billing services for the City on July 16, 2011? Yes

If no, what is your proposed Start Date? \_\_\_\_\_

**Start Up Plan:**

- Describe in detail how you propose to start operations in a timely manner. Include any time frames or delays due to equipment or vehicle acquisition. Discuss in detail the system design you propose.

**Gerber Ambulance Service, as the current provider, will be able to continue/start**

**Operations immediately as reflected in the RFP 2011-11.**

Please provide the following information:

2. Number of ambulances and qualified employees available for assignment to the City of Torrance.

**Twenty-three (23) Ambulances, and one hundred twenty-eight (128) Qualified and Certified EMTs will be deployed from our Headquarters located in Torrance.**

3. Average age of ambulances.

**Three (3) Years**

4. Number of ambulances and employees in direct ownership or employ of the Proposer.

**Twenty-seven (27) Ambulances**

**One hundred eighty-six (186) Employees**

5. Describe the experience and qualifications of Proposer's management, billing, and line personnel (drivers, attendants, and dispatchers), who will be assigned to and involved with Torrance contract. Please provide relevant supporting documents such as: resumes, licenses, and certificates.

Gerber Ambulance Service has successfully provided the City of Torrance Fire Department with exclusive Emergency Ambulance Transport for seventeen (17) years, and Patient Billing Services for twelve (12) years. Gerber Ambulance Service was the first company to develop and tailor a billing program for a city's fire department by a private ambulance company. Since then, Gerber's management team, billing department, and line personnel have become an extremely close and efficient team. Once awarded the contract, the same excellent team of dedicated personnel will be utilized.

***(See Attachment 14a. for Experience and Qualifications of Employees)***

6. Complete the following Personnel Information Sheet:

	Management	Billing	Line Personnel	Support
Total number of employees employed by Proposer	8	15	163	11
Average time in profession	16	10	2	14
Average time with Proposer	12	6	1.5	10
Number of employees (employed by Proposer) that will be assigned to Torrance	8	15	128	
Average time in profession	16	10	2	
Average time with Proposer	12	6	1.5	

## Experience and Qualifications of Employees

### **Robert H. Gerber, President/CEO**

Mr. Gerber became a certified Emergency Medical Technician (EMT) in 1982 and began working for a private ambulance company in that capacity that same year. In 1988, Mr. Gerber founded Gerber Ambulance Service and is still the president today. This accounts for twenty-nine (29) years in the Emergency Medical Services industry with 9-11 experience, twenty three (23) years of managerial experience in the industry, and twenty three (23) years with Gerber Ambulance Service.

### **Rebecca Gerber, RN, Vice President**

Rebecca Gerber began her EMS career as an ICU Nurse in Florida in 1993. She became a traveling nurse, which brought her to California where she continued to work as an ICU RN. She became Vice President/ACLS Coordinator of Gerber Ambulance Service in 1988. She pioneered one of the first critical care nurse programs in Los Angeles County in 1992. Mrs. Gerber has twenty-three (23) years of EMS patient care experience in the pre-hospital industry and twenty-three (23) years of EMS management, and twenty (23) years at Gerber Ambulance Service.

### **Matthew Steeneken, Operations Manager**

Mr. Steeneken's service with Gerber Ambulance Service goes back to 1997 as an EMT. He was promoted to Operations Supervisor in January 2001. He has twelve (12) years of EMS and 9-11 experience, all with Gerber Ambulance, and nine (9) years of EMS management experience.

### **Michael Wade, Contracts/Marketing/Public Relations Manager**

Mr. Wade became a member of the Gerber Ambulance team in 2006. He brought with him over twenty eight (28) years of managerial experience, of which twenty (22) years were spent in the healthcare industry. Mr. Wade, as a Director of the Los Angeles County Medical Association, assisted the County of Los Angeles develop its Disaster Preparedness Plan, along with a team of L.A. City, County, State, and Federal officials and local medical professionals after the Trade Center attacks on September 11<sup>th</sup> 2001. Mr. Wade joined Gerber Ambulance Service over four years ago and will be a great asset for insuring quality patient care and the growth of the company.

### **Dana Wiley, Billing/Customer Service Manager**

Ms. Wiley joined Gerber Ambulance Service in 1989 as a Medical Biller. She was promoted to Billing Manager in 1992 and soon after was put in charge of the Customer Service Department. Ms. Wiley created an innovative billing process which recoups maximum dollars without costing City Fire Departments or its residents any additional funds. Ms. Wiley has nineteen (19) years of EMS management experience, with twelve (12) years of 9-11 billing experience, and twenty two (22) years with Gerber Ambulance Service.

**Courtney Steeneken, Human Resources Manger**

Ms. Steeneken began her Emergency Medical career as an EMT with Gerber Ambulance Service in 1998. Her strong leadership ability, analytical skills, an attention to detail made a promotion inevitable. Ms. Steeneken was promoted to Human Resources Coordinator in 2001. Since that time she has successfully completed many courses including her Human resources Certification. Courtney has ten (10) years of management experience, twelve (12) years of EMS experience, and has been with Gerber Ambulance Service for twelve (12) years.

**Joanne Frazier, Recruitment/Human Resources Manager**

Ms. Frazier is most recent addition to Gerber Ambulance Service. Joanne joined out team in 2008. Ms. Frazier completed her Advanced Human Resources Certificate at California State University Dominguez Hills in 2009. She began her recruiting experience more than 20 years ago in the staffing and executive search fields in the industries of Nursing, Retail, Finance, Insurance and Engineering. Ms. Frazier also served 21 years in the Army National Guard retiring at the rank of Master Sergeant as a Public Affairs Supervisor. Currently, she recruits and hires emergency medical technicians, paramedics, dispatchers, and medical billing clerks. She has also been extremely valuable in our recruitment/retention program.

**Kent Shoji, MD, F.A.C.E.P., Medical Director**, Dr. Shoji regularly meets with Gerber Ambulance Service management and supervisory teams to review all policies and procedures pertinent to safe and effective patient care/transportation and billing operations. Topics to be discussed include: industry-wide current events, QA/QI, equipment, training, and proposals for new programs to meet the changing needs of hospitals, healthcare systems, and patients.

*(Resume's upon request)*

**Gerber Ambulance Service has nineteen (19) Supervisory level staff.****Coordinators:**

Sheila Alexander, Billing - 16 years  
Nicole Norman (EMT, M.A. Ed), Training Coordinator - 9 years  
Luis Manjarrez (EMT-P), Paramedic Coordinator - 8 years  
Dan Tien (EMT, M.P.H.), Logistics/Operations - 7 years

**Supervisors:**

James Ruff (EMD), Dispatch - 22 years  
David Amaro (EMT), Operations/Dispatch - 11 Years  
Kristina Djekic (EMT), Operations - 5 years  
Matthew Proctor (EMT), Operations - 5 years  
Carlos Burgos (EMT), Operations - 4 years  
Sean Roberts (EMT), Operations - 6 years  
Eric Olsen (EMT), Training/Operations - 6 years  
Tyler Meick (EMT-P), Training/Operations - 5 years  
Daniel McCuan (EMT-P), Training/Operations - 5 years  
Juan Barrientos (EMT), Training/Operations - 5 years  
Patricia Parmer (EMT), Training/Operations - 4 years  
Sita Martyn (EMT), Training/Operations - 3 years  
Fernando Gallegos (EMT-P), Training/Operations - 3 years  
Jonathan Huang (EMT), Training/Operations - 3 years  
Ryan Ficke (EMT), Training/Operations - 2 years

*(Resume's upon request)*

Gerber Ambulance Service has provided exclusive Emergency Ambulance Transport and Billing Services for emergency (911) city fire departments for an accumulative eighteen years; twelve (12) years with the City of Torrance Fire and Police Departments, and six (6) years with the City of Santa Monica Fire Department. Gerber Ambulance's staff of experienced and aggressive billing personnel has created an innovative billing process which maximizes billable dollars, and minimizes bad debt. In fact, Gerber Ambulance Service was the first company to develop and tailor a billing program for a city's fire department by a private ambulance company.

7. Describe Proposer's current programs utilized for training of new employees, including driver training, and for the ongoing continuing education of existing employees, including remediation. Include the location of training records. Training records (Driver, Substance abuse and EMT) may be requested for review.

All new employees (EMT's, Paramedics, Dispatchers, and Call-Takers) attend four 12-hour days of classroom training including topics such as Safe Patient Lifting and Moving, Patient Care Scenarios (EMT medication administration, ALS activation, trauma, IFT's, and more), Basic Life Support with AED, Assisting Advanced Life Support, Los Angeles County EMT-I Expanded Scope of Practice, Vehicle Operations (CEVO III), and EMS Professionalism. Contingent upon successful completion of the New Hire Orientation (Boot Camp), training then continues in the field for an additional 4 days. All records are located at Torrance office.

***(See Attachment 15a. for Further Training Provided.)***

8. Describe how Proposer will ensure that the EMTs in its employ obtain the competencies required for renewal, and how Proposer's EMT certification renewal process works.

Gerber Ambulance Service utilizes ePro systems and database for all scheduling of work schedules and tracking all employee certifications. With a built-in notice system to remind them that re-certification need to be scheduled and notices then sent to management for follow up. Furthermore, being part of our QA/QI education and training it is an integral part of our operations. The Training Department staff regularly schedules continuing education courses (California EMS CE Provider # 19-0218), field training, and field preceptor training. Our employees also attain their CEs by attending classes at Torrance Memorial Center and Little Company of Mary Hospital. Our training program prides itself on its "Commitment to Excellence through Education" All re-certifications for Los Angeles County also provides proof of completed California Skills Competency Verification Form--EMSA-SCV.

9. Do you agree to comply with the response requirement? Describe how this standard will be met? Contractor shall respond to all emergency calls received from the City's Public Safety Communications Center within eight (8:00) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8:00) minutes, Contractor shall give notification of such fact to the requesting individual(s) at the time the emergency call is received. (Response time is elapsed time from the time ambulance dispatch receives the information to the time first ambulance unit arrives on scene.)

Gerber Ambulance Service agrees to strictly comply with all response requirements within this RFP. Upon award of the contract, we will continue to provide the same great service to the City of Torrance and it's citizens. These high standards will be met by continuing to work with the Torrance Fire Department and moreover, remain an integral part of our Continuing and Ascension Training programs for all Gerber Ambulance Service EMTs and Dispatchers. We will, at all times, assure adequate staffing levels and strategic posting locations within the city for prompt accurate arrival times within the specified; "within eight (8:00) minutes 92% of the time, and communicate such to the CPSCC, as well as upgrade status if needed.

***(See Attachment 15b. for "Posting Locations" and Response Process)***

**(Attachment 15a. - Employee Training )****New-Hire Training:**

All new employees (EMT's, Paramedics, Dispatchers, and Call-Takers) attend four 12-hour days of classroom training including topics such as Safe Patient Lifting and Moving, Patient Care Scenarios (EMT medication administration, ALS activation, trauma, IFT's, and more), Basic Life Support with AED, Assisting Advanced Life Support, Los Angeles County EMT-I Expanded Scope of Practice, Vehicle Operations (CEVO III), and EMS Professionalism. Contingent upon successful completion of the New Hire Orientation, training is then continued in the field for an additional four days (minimum) where the new employees work with and under the direction of our well-trained, knowledgeable field preceptors on a variety of emergency and non-emergency responses.

**Licenses and Approvals:**

Gerber Ambulance Service is licensed and approved by the Los Angeles County EMS Agency to provide emergency 911 ambulance service within the County of Los Angeles, for eleven (11) years under license # 425343.

**Licenses and Certifications Required:**

All EMTs under our employ currently have Los Angeles County Certification.

We place a high degree of value in our employees and we believe in extensive, effective training to ensure that they provide top quality service to the people who are our number one priority: the patients.

**Driver Training:**

After completing attendant training, employees may progress onto driver training. All of Gerber Ambulance Service's drivers have completed the National Safety Council endorsed Coaching the Emergency Vehicle Operator (III) course that covers various aspects of safe and defensive vehicle operation. This is done in addition to an extensive three phase driver training curriculum. The first phase of the driver training curriculum involves general vehicle operation; during this phase, trainees must demonstrate good decision making and general safe vehicle operation. Then the patient transportation aspect is introduced; at this phase, special attention is given to smoothness/comfort and timeliness. The last phase is when trainees learn to operate the vehicle with the use of lights and sirens. This usually consists of several weeks of behind the wheel training in real response situations requiring exceptional decision making skills, quick and concise navigation, and uncompromisingly safe vehicle handling.

**Ongoing Training:**

Needs assessments, field care audits, quality assurance and quality improvement, trends in EMS, and feedback from our customers and community help guide our program in the determination of topics for ongoing training. Ongoing training takes place in mandatory quarterly in-service sessions and optional continuing education offerings to promote professional development.

**Ascension Training:**

Only the most exceptional employees are invited to participate in the in the field preceptor training process. This training includes modules reviewing the skills and concepts from all other training phases and an introduction to adult education methodology. All field preceptors are thoroughly evaluated during a probationary phase where they must demonstrate teaching competency, skill, and breadth of knowledge in all areas they may be expected to teach.

**Gerber Ambulance Service & Fire Department Interface:**

At Gerber Ambulance Service, education and training is an integral part of operations. Our training department staff includes certificated and credentialed EMS, first-aid, and CPR instructors. The training curriculum consists of a New Hire Orientation, monthly BLS (American Heart Association) recertification and EMT-I Skills Examinations, regularly scheduled continuing education courses (California EMS CE Provider # 19-0218), field training, and field preceptor training. Our training program prides itself on its "***Commitment to Excellence through Education.***" For this reason, topics are frequently added or adjusted to meet the needs of our customers and communities, ensuring that all aspects are up to date with the latest protocols and policies.

Moreover, Gerber Ambulance Service utilizes an ePro systems and database for all scheduling of work schedules and tracking all employee certifications. With a built-in notice system to remind them that re-certification need to be scheduled and notices then sent to management for follow up. Furthermore, being part of the CQI system, ePro has practically made enforcement of recertification of EMTs thing of the past..

Gerber Ambulance Service currently utilizes the Torrance Fire Departments resources and protocols for CISD. This plan also covers and accounts for the TFDAO in case that person desires or needs to go off shift after a threshold emotional traumatic event. If desired, Gerber Ambulance Service will be willing to use the CISD plan for the TFD.

**(Following this page are samples Training Documents which are included, but certainly not limited to our whole Training Program)**



# Gerber Ambulance

Version 6.111510

## Safe, Accountable, Professional Driver Pledge

I, \_\_\_\_\_ (EID \_\_\_\_\_) acknowledge that I have a responsibility to both Gerber Ambulance Service and the community to maintain safe driving habits and courtesy while operating any Gerber Ambulance vehicle. I pledge to uphold the standards that Gerber Ambulance has set forth as my conduct reflects not only myself, but the company as well. It is my responsibility to stay current with both Gerber's policies and those policies mandated by the Department of Health Services, the Los Angeles County EMS Agency, and the California Highway Patrol on behalf of the Department of Motor Vehicles. I further pledge to:

- \_\_\_\_\_ Ensure my assigned unit and all equipment are in safe operating condition and **REPORT AND DOCUMENT ANY DAMAGE, DEFICIENCIES, OR MALFUNCTIONS IMMEDIATELY**. This includes, but is not limited to: doors, seatbelts, latches, grab-handles, windows, vehicle fluids, operational behavior/noises, and tire pressure.
- \_\_\_\_\_ Protect myself and others by driving safely and with **DUE REGARD** at all times.
- \_\_\_\_\_ Ensure my passengers and my safety by verifying that **ALL RIDERS ARE BUCKLED UP IN ACCORDANCE WITH STATE LAW AT ALL TIMES WHILE VEHICLE IS IN MOTION, AND THAT ALL DOORS AND CABINETS ARE CLOSED, AND ALL SAFETY DEVICES ARE IN PLACE**.
- \_\_\_\_\_ Make certain that my patient is properly restrained to the gurney and that the gurney is locked into place such that the gurney does not move.
- \_\_\_\_\_ **ENSURE THAT ALL RESPONDERS (MYSELF, MY PARTNER, MY RIDE-A-LONG) ARE IN APPROPRIATE PPE (INCLUDING BRUSH COATS, SAFETY VESTS AND HELMENTS) AS DICTATED BY THE EMERGENCY/CALL**. Ride-a-longs may not participate in extrication or lifting procedures, but must wear a safety vest anytime that the crew is required to wear theirs.
- \_\_\_\_\_ **ENSURE THERE WILL BE NO EATING OR DRINKING WHILE THE VEHICLE IS IN MOTION**. It is ultimately the driver's responsibility to protect the vehicle components from spills or unnecessary abuse. All drinks or liquids shall be covered and secured at all times.
- \_\_\_\_\_ Look up driving directions for every call and **I SHALL NOT RELY ON ELECTRONIC NAVIGATION DEVICES FOR DIRECTIONS**.
- \_\_\_\_\_ Obey the speed limit and traffic laws, never exceeding the posted speed limit under any circumstances, stopping at all red lights and stop signs, obeying traffic signs such as one way, no left turn and no u-turn.
- \_\_\_\_\_ Stop at all **UNPROTECTED** red lights and stop signs, and never exceed **10 MPH** over the posted speed limit **WHILE OPERATING CODE 3**.
- \_\_\_\_\_ **SAFELY AND SMOOTHLY** pace with the rescue (when applicable), **SPLITTING LANES** to increase visibility when possible.
- \_\_\_\_\_ To never exceed 15 mph while operating code 3 and opposing traffic.
- \_\_\_\_\_ Transport children in appropriate safety seats; no children under 12 years old are to ride in the front cab.
- \_\_\_\_\_ Avoid distractions while driving and ensure my passengers are also attentive. Cell phones, videogames, DVD players, books, etc, are not to be used while driving.
- \_\_\_\_\_ Keep the dashboard and rearview mirror free of debris, especially no feet or clipboards are to be on the dash at any time.
- \_\_\_\_\_ Use headlights while driving during both day and night.
- \_\_\_\_\_ Use turn signals for turns and traffic lane changes.
- \_\_\_\_\_ Not drive while impaired or under the influence of alcohol or drugs. This includes the use of prescription drugs or lack of sleep.
- \_\_\_\_\_ Drive with extra caution in adverse weather conditions and during hours of darkness and adjust speed accordingly.
- \_\_\_\_\_ Yield to oncoming traffic and pedestrians.
- \_\_\_\_\_ Maintain a safe following distance, at a minimum of three seconds from the car ahead in clear conditions, following distance should be increased as visibility or weather conditions worsen. A following distance of four or more seconds should be used in adverse conditions.
- \_\_\_\_\_ Park only in appropriate areas. Vehicles should not be parked in red zones, handicap spaces, small residential streets, in front of houses, unapproved business complexes, in areas impeding the flow of traffic, or on the ends of isles. Be considerate of others while parking.
- \_\_\_\_\_ Park ahead of fire apparatus (engine or truck), but behind the rescue whenever possible on fire calls.
- \_\_\_\_\_ Not keep the engine idling unless it is absolutely necessary.
- \_\_\_\_\_ Always set the emergency brake when the vehicle is in park.
- \_\_\_\_\_ Always use a spotter when the vehicle is in reverse or negotiating tight obstacles or parking situations. Hand signals must be agreed upon.
- \_\_\_\_\_ Not charge personal electronic equipment using inverter devices, company or personal.

**I understand that I may be responsible for repairs and/or replacement of damaged property / equipment belonging to the company or otherwise.**

EMP Signature: \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Unit: \_\_\_\_\_ Date: \_\_\_\_\_

## Gerber Ambulance Service Field Performance Evaluation

### Driver

Name \_\_\_\_\_ Emp# \_\_\_\_\_

EMT	CPR	Ambu Driver's	Medical Examiner	LADOT Permit	OC Permit	Daily Checkout	Uniform / Boots	Fanny Pack	Brush Coat

**\*If certs expire within the next three months, this is the Driver's warning to start the recert process\***

#### Checkout Compliance

#### Cleanliness

	Yes	No		Yes	No
Equipment ID # correct			Under Seats		
Exposure Report Forms (2)			Behind Seats		
Accident Forms (2)			Floor		
Incident Report Forms (1&2)			Dashboard		
Mapbook L.A. / Orange County			Instrument Panel		
TFD Zone Map			Bucket		

Notes: \_\_\_\_\_  
 \_\_\_\_\_

### Attendant

Name \_\_\_\_\_ Emp# \_\_\_\_\_

EMT	CPR	Ambu Driver's	Medical Examiner	LADOT Permit	OC Permit	Daily Checkout	Uniform / Boots	Fanny Pack	Brush Coat

**\*If certs expire within the next three months, this is the Attendant's warning to start the recert process\***

#### Checkout Compliance

#### Cleanliness

	Yes	No		Yes	No
O2 Bag			Flooring		
Trauma Box			Bench Seats		
Trash / Sharps			Window Sills		
Restraints			Gurney		
Spare O2			Cabinets		
Backboards (2)			Action Area		

Notes: \_\_\_\_\_  
 \_\_\_\_\_

### Supervisor

	No Problem	Attn Needed		No Problem	Attn Needed
Hose/Belt Wear			Horn		
Tire Pressure			Safety Bars		
Tire Tread			Lights		
Lockbar			AC/Heater		

Notes: \_\_\_\_\_  
 \_\_\_\_\_

Auditor's Signature: \_\_\_\_\_

Emp #: \_\_\_\_\_



# Gerber Ambulance

## Field Performance Evaluation

Evaluation Date: \_\_\_/\_\_\_/\_\_\_

Evaluation of:

- Torrance FD** Field Emp(s)/Unit(s)
- Torrance FD** Dispatch

- Gerber Ambulance Employee(s)**
- Santa Monica FD** Field Emp(s)/Unit(s)
- Hospital/Facility/Other Staff Member(s)

Incident Date: \_\_\_/\_\_\_/\_\_\_

Incident Time: \_\_\_\_\_

Incident #: \_\_\_\_\_

Gerber Unit(s) Involved: \_\_\_\_\_  
*(if applicable)*

FD Unit(s) Involved: \_\_\_\_\_  
*(if applicable)*

Gerber Employee(s): \_\_\_\_\_ (\_\_\_\_)  
*Last, First (emp#)*

2<sup>nd</sup> Party Member(s): \_\_\_\_\_  
*Last, First (employer)*

Positive Action(s):  
*(check all that apply)*

- Public Relations
- Exceptional Performance
- Attitude
- Other

Problem(s):  
*(check all that apply)*

- Patient Care
- Equipment
- Personnel/Conduct
- Other

Narrative of the event:

See attached Incident Report Form(s)

---

---

---

---

---

---

---

---

Suggested action:

---

---

---

---

---

---

---

---

Completed by: \_\_\_\_\_ (\_\_\_\_)  
*Last, First (emp#)*

Date: \_\_\_/\_\_\_/\_\_\_



# Gerber Ambulance

Field Performance Evaluation Follow-up

---

To:

From:

Re:

Date:

---

Pertinent Departments:  *Training*       *Operations*       *Communications*       *HR*

---

Company Statement /  
Pertinent Policies:

---

Description of Incident:

Action(s) taken:

Suggested further action:

---

Completed by:  
*Title, Last, First (emp#)*

Date:     /     /



# Gerber Ambulance

Version 5 112409

## Driver Training Letter of Completion

I would like to express my professional opinion that as of (Date) \_\_\_/\_\_\_/\_\_\_, (Employee Name) \_\_\_\_\_ has successfully completed the Gerber Ambulance Service Driver Training Program, including \_\_\_\_\_ supervised "code three" responses/transport, and \_\_\_\_\_ supervised "code two" responses/transport. This employee has demonstrated respect for the law and company mandated safety regulations and competence in all areas of emergency vehicle operations. It is without reservation that I hereby certify that this employee has successfully completed said requirements. If there are any questions or comments, please feel free to contact me.

FTO/Supervisor Name: \_\_\_\_\_

FTO/Supervisor Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Human Resources: Courtney Steeneken

Human Resources Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Operations Manager: Matthew Steeneken

Operations Manager Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

TRAINER CHECKLIST
<input type="checkbox"/> Code 3 Completion Safe Driver Pledge
<input type="checkbox"/> Driver Observation Form(s)
<input type="checkbox"/> Code 2 Completion Safe Driver Pledge
<input type="checkbox"/> Response / Transport Evaluations
<input type="checkbox"/> Map Test (Score: _____)
<input type="checkbox"/> Field Preceptor Evaluations

HUMAN RESOURCES CHECKLIST
<input type="checkbox"/> Effective Date: ___/___/___
<input type="checkbox"/> Jantek
<input type="checkbox"/> ePro
<input type="checkbox"/> Schedule
<input type="checkbox"/> Payroll
<input type="checkbox"/> File



# Gerber Ambulance

ATTENDANT FIELD TRAINING (DAY FOUR)

## VEHICLE OPERATIONS

### OBJECTIVES:

- Identify considerations for Code 2 and Code 3 vehicle operation.
- Identify the policies pertaining to vehicle operations.

### TRAINING POINTS:

Safe operation of the ambulance is the driver's responsibility. As the driver of an emergency vehicle, you have an obligation to the community to operate as is both legally and ethically sound. Your actions not only represent yourself, but the company, and the community for which you work. By no means are you exempt from either traffic or parking citations.

### Safety Considerations:

- All occupants must be properly seat-belted while the vehicle is in motion.
- Always use a backer when the vehicle is in reverse.
- All children under the age of 12 must ride in the patient compartment in appropriate restraints.
- Headlights must be on at all times while driving.
- Nothing should ever be placed on the dashboard, especially while the vehicle is in motion.
- Drivers must commit both hands to the steering wheel with the exception of radio or MDT usage. This means no eating, using a map book, or talking on a cell phone while driving.
- Attendants must also be attentive while riding in the passenger's seat as a second pair of eyes. This means no reading (except assisting with navigation), no sleeping, and no talking on a cell phone.
- All vehicle doors should be locked when the vehicle is left unattended.
- Due to the vehicle's overall size it is best to yield to all oncoming traffic, don't try to "beat it."

### Equipment:

- Always turn the module power off when the vehicle is not running.
- Only use the inverter while the vehicle is running; do not use it for charging personal electronic devices.
- The emergency/parking brake should be used every time that the vehicle is parked.
- Use of the "overdrive" button on the gear shifter:
  - The "OFF" light shall be visible during city driving under 45 MPH, this means pressing the button every time the vehicle is started.
  - The light should not be visible while driving on the freeway or when your speed is over 45 MPH for an extended period of time.
- If a vehicle must remain in traffic in the course of a call and the engine must be turned off the standard vehicle hazard flashers shall be used. If the vehicle were to remain in sight of the crew or has an anti-theft feature and can be left running, the emergency flashers should be used.

### Code 3 Driving:

In order to drive Code 3, employees must have been cleared by a Supervisor. Under emergency circumstances, exceptions may be made by management and shall be documented in writing immediately following the event.

- All calls are dispatched "Code 2", unless otherwise stated by dispatch.
- On fire responses, the medics in charge of the patient determine the mode of patient transport.
- Operators are responsible for driving and operating emergency vehicles in a safe manner at all times.
- All drivers must hold valid certifications.
- All emergency lights and the siren must be operated continuously while operating the vehicle Code 3.
- Public address systems, also known as PA's, should only be used to help move traffic and at no other time while driving.
- Air horns and other emergency warning systems may be used when appropriate.

The mnemonic "SIPDE" can help you identify and avoid hazards while driving:

- Scan for hazards
- Identify hazards
- Predict the worst
- Decide a course of action
- Execute

### Speed:

The speed of emergency vehicles should be reasonable and prudent for the road structure and conditions. Speed shall not exceed 10 miles per hour over the posted speed limit. Speed is also dictated by road and traffic conditions. In rain, fog, or high volume of traffic, the safe speed may be less than the posted speed limit.

### Passing Other Vehicles:

State law requires private vehicles to slow down, pull to the right, and stop when they see an emergency response vehicle approaching them. Therefore, it may be unsafe and unwise to pass other vehicles on the right when operating code 3.

- Passing a vehicle on the right should be avoided whenever possible.
  - If a vehicle stops in the left lane, do not immediately proceed to the right. The driver should stop behind the vehicle as far to the left as possible, the horn may be sounded as needed. Most vehicles will move to the right if this is done.
- If it is necessary to pass on the right, the driver must slow to a speed which will allow for a safe stop.
- **Never pass a "moving" vehicle on the right.**
- When the driver must travel in the center or on-coming traffic lanes, the maximum permissible speed shall be 15 miles per hour.

### Intersections:

Controlled intersections include intersections with stop signs, yield signs, and intersections with traffic lights.

When approaching intersections, the following actions must be initiated prior to entering:

1. Foot off the accelerator. Let engine compression start to slow the vehicle.
2. Cover or start to apply the brake.
3. Change the setting of the siren from "Wail" to "Yelp" at least 100 feet prior to entering the intersection.
4. If necessary, sound the air horn.
5. When possible, make eye contact with drivers of all stopped vehicles.
6. Before entering the intersection, look **LEFT, FORWARD, RIGHT, and LEFT again**, before proceeding through the intersection at a speed of no more than 15 miles per hour.
  - a. A complete stop must be made at "red" lights and stop signs.
  - b. Be **prepared** to stop prior to entering any controlled intersection regardless of right of way.

### School Zones/Buses:

Upon approaching school zones under all circumstances, the driver must slow to the posted speed limit, and come to a complete stop if necessary. When approaching a school bus displaying flashing lights, loading or unloading children, the driver must:

1. Come to a complete stop.
2. Shut off siren but leave red lights ON and wait for the signal to proceed.

### Notes:

- Don't start driving unless you know where you are going.
- Drive in the left lane(s) or farthest towards the center of the road where you are most visible.
- Use your turn signals for turning, not lane changes.
- If an intersection is "broken" by another emergency vehicle (FD / PD) you must still stop unless the other vehicle remains in the intersection until you are ready to proceed.

GERBER AMBUALNCE ATTENDANT OBSERVATION			Day 1	Day 2	Day 3	Day 4	R 1	R 2
Employee Name _____  Employee # _____	Key		Date: ___/___/___ SUP: _____					
	✓	Good						
	N/W	Needs Work						
	U	Unacceptable						
	↑	Improving						
	N/A	Not Applicable						
<i>The Corresponding Day Summaries Must Also Be Completed</i>								
<b>GENERAL</b>								
Uniform Wear								
Hygiene								
Attitude / Professionalism								
Productivity / Staying on Task								
Leadership Skills & Decision Making Skills								
Communication with Coworkers								
with Patients / Customers								
with Fire Departments								
with Hospital / Convalescent Home Staff								
<b>REPORTING FOR DUTY</b>								
Arrives / Clocks-in on Time Ready to Work								
Checks For and Reads New Memos								
Requests Unit Assignment in Timely Manner								
Attendant Checkout Accuracy								
Timeliness								
Reporting / Restocking								
<b>AMBULANCE OPERATIONS</b>								
Correct Use of Radio / Terminology								
Correct Use of MDT								
Map Reading / Navigation								
Equipment / Ambulance Decontamination								
Equipment / Ambulance Maintenance								
<b>PATIENT LIFTING &amp; MOVING</b>								
Patient Positioning								
Special Considerations for Pt Comfort / Condition								
Equipment Selection / Usage								
Safety / Lifting Technique								
<b>BASIC LIFE SUPPORT SKILLS</b>								
Patient Assessment								
Vital Signs (Pulse, BP, Resp, Pupils, LOC, etc.)								
BLS Airway and Oxygen Administration								
Trauma and Splinting								
BLS Expanded Scope (Med Admin, Monitor IV Sol, etc.)								
ALS Assist (Saline Lock, IV Priming, Monitor, Neb, etc.)								
<b>TRANSPORTS</b>								
Interfacility Transports								
ALS and Fire Department Assists								
CCT Nurse / Neonatal Transports								
<b>PT CARE COMMUNICATION / DOCUMENTATION</b>								
Relating Vital Signs / Patient Condition								
Giving / Receiving Patient Care Reports								
Documentation Form Selection								
Documentation Completeness / Accuracy								
Legibility								
Obtains All Signatures (4 Required in Blue Boxes)								
Obtains Necessary Copies of ID, Insurance Cards, SS Card								
HIPAA Compliance								
<b>REVIEW</b>								
Supervisor Initials								

		<b>SUMMARY</b>		<b>DAILY TRAINING OBJECTIVES</b>			
<b>DAY ONE</b>	Date:			<b>DATE</b>	<b>TOPIC</b>	<b>EMP</b>	<b>SUP</b>
	Shift:				Unit Checkout/Restock		
	Supervisor:				O2 Cylinder Rep/Main		
	Total Transports:				House O2 Rep		
	IFT's:				Pt Lifting & Moving		
	Fire (ALS):	(BLS):				Gurney Operation	
				<b>WORKBOOK PAGES / MODULES</b>			
				Daily Patient Care Evaluations / Mapping			
				Infection Control / PPE			
				Non-Emergency Transports			
<b>DAY TWO</b>	Date:			<b>DATE</b>	<b>TOPIC</b>	<b>EMP</b>	<b>SUP</b>
	Shift:				Saline Lock		
	Supervisor:				IV Priming		
	Total Transports:				Heart Monitor		
	IFT's:				Nebulizer		
	Fire (ALS):	(BLS):				Spinal Immobilization	
				<b>WORKBOOK PAGES / MODULES</b>			
				Daily Patient Care Evaluations / Mapping			
				5150 Patient Restraint			
				Do Not Resuscitate Orders			
				Fire Extinguisher			
<b>DAY THREE</b>	Date:			<b>DATE</b>	<b>TOPIC</b>	<b>EMP</b>	<b>SUP</b>
	Shift:				Pt Care Documentation		
	Supervisor:				Billing Documentation		
	Total Transports:				Transfer of Care Reports		
	IFT's:				Stair Chair		
	Fire (ALS):	(BLS):				Folding Flat	
				<b>WORKBOOK PAGES / MODULES</b>			
				Daily Patient Care Evaluations / Mapping			
				Patient Care Documentation Review			
				CCT Nurse Transports			
<b>DAY FOUR</b>	Date:			<b>DATE</b>	<b>TOPIC</b>	<b>EMP</b>	<b>SUP</b>
	Shift:				Radio Usage		
	Supervisor:				MDT Usage		
	Total Transports:				Traction Splint		
	IFT's:				Ped/Mate		
	Fire (ALS):	(BLS):				SC:	
				<b>WORKBOOK PAGES / MODULES</b>			
				Daily Patient Care Evaluations / Mapping			
				Expanded Scope (Ref: 802)			
				Communications			
				Vehicle Operations			
<b>ATTENDANT TRAINING COMPLETION</b>							
EMP SIG:		Date: / /		SUP SIG:		Date: / /	
***TRAINING COORDINATOR NOTES***							



<b>C2</b>	Date:			
	SUP Name/#:			
	Number of C2's			
<b>CODE 2 CLEAR</b>		Sup Name:	Sup Sig:	Date:
<b>CODE 2 SHIFTS</b>		1st:	2nd:	3rd:
<b>C3 (Initial)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (2nd)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (3rd)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (4th)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (5th)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (6th)</b>	Date:			
	SUP Name/#:			
	Number of C2's	Number of C3's		
<b>C3 (7th)</b>	Date:			
	SUP Name/#:			
	Number of C2's			
<b>CODE 3 SHIFTS</b>		Torrance Shift Date:	Santa Monica Shift Date:	Day Shift Date:
<b>MAP TEST</b>		Torrance:	Santa Monica:	Total:
				Date Passed:

Please remind your trainee to complete the Field Preceptor Evaluations for each shift.

EMP NAME:	EMP#:	Score Notes: 5=Exceptional 4=Exceeds 3=Average 2=Marginal 1=Unsatisfactory Any <b>CRITICAL ERROR</b> , three <b>SCORES</b> of a 2 or less, or three sequential <b>TOTALS</b> of 13 or less will result in termination of code 3 training for the day.
-----------	-------	--

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
SELF EVALUATION			PRECEPTOR EVALUATION		
			SUPERVISOR:		SIG:
			EMP#		
			NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections		
			CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating		
KEY OBSERVATIONS:			GENERAL COMMENTS		
Leadership					
Radio / Comm					
Mapping / Nav					
ETA					
Vehicle Control					
Score: 5 4 3 2 1 Miles:			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
SELF EVALUATION			PRECEPTOR EVALUATION		
			SUPERVISOR:		SIG:
			EMP#		
			NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections		
			CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating		
KEY OBSERVATIONS:			GENERAL COMMENTS		
Leadership					
Radio / Comm					
Mapping / Nav					
ETA					
Vehicle Control					
Score: 5 4 3 2 1 Miles:			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
SELF EVALUATION			PRECEPTOR EVALUATION		
			SUPERVISOR:		SIG:
			EMP#		
			NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections		
			CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating		
KEY OBSERVATIONS:			GENERAL COMMENTS		
Leadership					
Radio / Comm					
Mapping / Nav					
ETA					
Vehicle Control					
Score: 5 4 3 2 1 Miles:			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
SELF EVALUATION			PRECEPTOR EVALUATION		
			SUPERVISOR:		SIG:
			EMP#		
			NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections		
			CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating		
KEY OBSERVATIONS:			GENERAL COMMENTS		
Leadership					
Radio / Comm					
Mapping / Nav					
ETA					
Vehicle Control					
Score: 5 4 3 2 1 Miles:			<b>TOTAL</b>		

EMP NAME:	EMP#:	Score Notes: 5=Exceptional 4=Exceeds 3=Average 2=Marginal 1=Unsatisfactory Any CRITICAL ERROR, three SCORES of a 2 or less, or three sequential TOTALS of 13 or less will result in termination of code 3 training for the day
-----------	-------	---

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
<b>SELF EVALUATION</b>			<b>PRECEPTOR EVALUATION</b>		
			SUPERVISOR: _____		SIG: _____
			EMP# _____		
NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections					
CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating					
			<b>KEY OSERVATIONS:</b>		<b>GENERAL COMMENTS</b>
			Leadership		
			Radio / Comm		
			Mapping / Nav.		
			ETA		
			Vehicle Control		
Score: 5 4 3 2 1 Miles: _____			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
<b>SELF EVALUATION</b>			<b>PRECEPTOR EVALUATION</b>		
			SUPERVISOR: _____		SIG: _____
			EMP# _____		
NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections					
CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating					
			<b>KEY OSERVATIONS:</b>		<b>GENERAL COMMENTS</b>
			Leadership		
			Radio / Comm		
			Mapping / Nav.		
			ETA		
			Vehicle Control		
Score: 5 4 3 2 1 Miles: _____			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
<b>SELF EVALUATION</b>			<b>PRECEPTOR EVALUATION</b>		
			SUPERVISOR: _____		SIG: _____
			EMP# _____		
NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections					
CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating					
			<b>KEY OSERVATIONS:</b>		<b>GENERAL COMMENTS</b>
			Leadership		
			Radio / Comm		
			Mapping / Nav.		
			ETA		
			Vehicle Control		
Score: 5 4 3 2 1 Miles: _____			<b>TOTAL</b>		

<input type="checkbox"/> Code 3	<input type="checkbox"/> RESP	Time:	Date: / /	Resp/Trans From:	Resp/Trans To:
<input type="checkbox"/> Code 2	<input type="checkbox"/> TRAN				
<b>SELF EVALUATION</b>			<b>PRECEPTOR EVALUATION</b>		
			SUPERVISOR: _____		SIG: _____
			EMP# _____		
NEEDS IMPROVEMENT: <input type="checkbox"/> Dec. Making <input type="checkbox"/> Driving Ability <input type="checkbox"/> Speed <input type="checkbox"/> Parking <input type="checkbox"/> Passing <input type="checkbox"/> Intersections					
CRITICAL ERRORS: <input type="checkbox"/> Unsafe <input type="checkbox"/> Vehicle Control <input type="checkbox"/> Ex. Speed <input type="checkbox"/> Collision/Curb <input type="checkbox"/> Inc. Stop <input type="checkbox"/> Tailgating					
			<b>KEY OSERVATIONS:</b>		<b>GENERAL COMMENTS</b>
			Leadership		
			Radio / Comm		
			Mapping / Nav.		
			ETA		
			Vehicle Control		
Score: 5 4 3 2 1 Miles: _____			<b>TOTAL</b>		



# Gerber Ambulance

ATTENDANT FIELD TRAINING (DAY THREE)

## PATIENT CARE EVALUATIONS

These daily patient care evaluations are part of attendant field training as a means of evaluation and direct field observation. A minimum of three patient contacts must be made each day of training. Do not include patient name or other identifiable information (HIPAA). A minimum of two sets of vital signs must be obtained for every patient; indicate the skills performed, briefly describe the patient's condition including pertinent positives/negatives, and comment on your communication/customer service.

Chief Complaint/Admit Dx:			TIME	BP	PULSE	RESP
Gender:	Age:			/		
<b>M</b>	<b>F</b>		<b>Communication/Customer Service</b>			
Run Type:						
IFT 1 <sup>st</sup> FIREA FIREB		Skills: <input type="checkbox"/> Vitals <input type="checkbox"/> Airway <input type="checkbox"/> Splint/CS <input type="checkbox"/> ALS Assist <input type="checkbox"/> Pt Care Doc				
Chief Complaint/Admit Dx:			TIME	BP	PULSE	RESP
Gender:	Age:			/		
<b>M</b>	<b>F</b>		<b>Communication/Customer Service</b>			
Run Type:						
IFT 1 <sup>st</sup> FIREA FIREB		Skills: <input type="checkbox"/> Vitals <input type="checkbox"/> Airway <input type="checkbox"/> Splint/CS <input type="checkbox"/> ALS Assist <input type="checkbox"/> Pt Care Doc				
Chief Complaint/Admit Dx:			TIME	BP	PULSE	RESP
Gender:	Age:			/		
<b>M</b>	<b>F</b>		<b>Communication/Customer Service</b>			
Run Type:						
IFT 1 <sup>st</sup> FIREA FIREB		Skills: <input type="checkbox"/> Vitals <input type="checkbox"/> Airway <input type="checkbox"/> Splint/CS <input type="checkbox"/> ALS Assist <input type="checkbox"/> Pt Care Doc				

## MAPPING

While mapping is the responsibility of the driver, attendants must be capable of accurately and efficiently mapping routes and detours to scene and receiving facility locations. Attendants must also be familiar with their local response area and receiving facilities. These mapping evaluations are used as a means of familiarizing attendants with the local area/facilities and evaluation. The attendant trainee must identify their current standby location, the scene location, and the MAR and the directions from one to the next.

Standby Location:	Scene Location:	Most Accessible Receiving (MAR):
<b>DIRECTIONS TO SCENE</b>		<b>DIRECTIONS TO RECEIVING FACILITY</b>
Standby Location:	Scene Location:	Most Accessible Receiving (MAR):
<b>DIRECTIONS TO SCENE</b>		<b>DIRECTIONS TO RECEIVING FACILITY</b>
Standby Location:	Scene Location:	Most Accessible Receiving (MAR):
<b>DIRECTIONS TO SCENE</b>		<b>DIRECTIONS TO RECEIVING FACILITY</b>

**(Attachment 15b.)****Response Process:**

Gerber Ambulance Service Dispatch is located within the Torrance headquarters located at 19801 Mariner Ave. Response requests are received by a Dispatcher or Call Taker at Gerber Ambulance Dispatch Center in Torrance, via a direct "Ring Down" line on a dedicated phone for your fire department. Listening to the fire departments radio frequency (channel 3-Alpha) will enable the dispatch team to start preparing to receive the call. The dispatcher or call taker will transcribe the information to Run Cards which allows tracking of times and documentation of the response. When Gerber Ambulance Service receives the call for response on the dedicated TFD "Ring Down" line. Location is repeated and CPSCC is informed which Gerber unit will be responding. Calls are then dispatched to Ambulances via VHF Radio and simulcast via Teletrac MDT. Vehicles are tracked utilizing Teletrac Vehicle Locating System.

Emergency ambulances are dispatched according to the closest unit or the most accessible unit to the call with an appropriate ETA. Vehicles are on system status, stationed around the city, strategically placed to allow for ease of response and to minimize response times. Currently it is Gerber Ambulance Policy that ambulance crews must begin response within one minute of receiving emergency calls, day or night. This way, Gerber Ambulance Service is able to maintain timely and accurate Enroute and On Scene Intervals for either Code 2 or Code 3 responses.

Gerber Ambulance Service will continuously adhere to the standards set forth by the Torrance Fire Department and display statistical data utilizing a monthly or quarterly report to track and review all responses for quality assurance purposes. Constant evaluation of our systems enables us to make any necessary adjustments. This report will be submitted to Torrance Fire Department in addition to internal utilization in our QA/QI Program.

Punctual "Arrival Times" are vital and will be met with the high standards laid out on this RFP and Proposal. The key to success is our "Posting" strategy within the City of Torrance is mirroring that of the Torrance Fire Department. Once a call goes out and an ambulance responds, another ambulance will be rotated into that area to cover. During multiple calls, multiple shifts in resources will be performed, and at which time, back up ambulance will be notified to post or prepared to respond. Current posting locations listed on the following page.

### Posting Locations:

Note: **Bold** print denotes preferred locations.

TFD – 93

- 1) **McMaster Park**
- 2) Columbia Park

(Center of area)

**Delthorne Park (Torrance & Amie)**

TFD – 91

- 1) **Hawthorne & Sepulveda**
- 2) Wilson Park
- 3) **Torrance Park (if Wilson Park is crowded)**

TFD – 95

- 1) Torrance & Anza

TFD – 96

- 1) Victor Park

TFD – 94

- 1) Lomita & Crenshaw
- 2) **Sky Park & Madison**
- 3) PCH & ANZA

**Gerber Ambulance Service headquarters** is located in the center of Torrance and also serves as an excellent location for which to respond with back up ambulances, specialized transports, equipment, or personnel. Especially in the case of our Bariatric Ambulance #92 which includes a "lift assist" tailgate and a bariatric gurney.

Our Communications Center (Dispatch) is also backed up by one (1) full-phase diesel generator which is built into our Torrance Base, which has a 0-5 TransLink. Also, our headquarters has to its avail on premises a 5,000 gallon diesel tank, which will allow for an indefinite amount of continuous emergency power. This system also backed up with gasoline powered generators in case of a power outage.

The most important part of any communications center is the personnel assigned to work with the equipment. Gerber is proud that our dispatch center has an average employee retention rate of more than a seven (7) year average.





How do you intend to meet the following minimum requirements? Please specifically delineate resources that you own, and where they are normally assigned, by address. Please indicate your assumed response times from these addresses to the City of Torrance. Reliance upon state, regional, or local mutual aid is not acceptable for providing the required depth of resources. In the event that this requirement for depth of resources is to be met with resources other than owned by your company, detail of contractual relationships and the specific location of contracted resources should be disclosed as above. As a reminder, the requirements listed below shall be staffed pursuant to the "Scope of Service."

- 10. Contractor shall have five (5) United States Department of Transportation Standards KKK-1822-A for Type III ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.

Gerber Ambulance Service currently maintains and will continue to maintain after award of contract, five (5) solely dedicated ambulances to the Torrance Fire Department on a twenty-four (24) hour basis. All five ambulances are manufactured by Crestline Type III and meet the USDT Standards KKK-1822-A. Once the NFPA 1917 standard is adopted, Gerber Ambulance Service will provide ambulances which will be in compliance.

---

---

---

---

Contractor shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the City's Public Safety Communications Center Computer-Aided Dispatch System; 3) a mobile computer system that has the ability to send & receive incident info and update vehicle status into the City's Public Safety Communications Center CAD. Any needed tech support will be provided by an outside contractor or can be contracted with the city for a fee. Contractor shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Contractor dispatchers and City of Torrance dispatchers to dispatch the ambulances and in all communications. Contractor shall incur all associated cost. Please describe if (and how) you can comply with this requirement.

Gerber Ambulance Service currently utilizes the above mentioned communication equipment and will continue using these resources upon award of the contract. For tech support, we use our IT Department and outside contracted vendors. We have used TFD contracted provider; RSI, and also use a contracted vendor RadioService, Inc. Gerber Ambulance Service will comply with all requirements and utilize contracted vendors to install any and all necessary equipment, and we shall incur all associated costs.

---

---

---

- 11. During the hours of 7 a.m. to 7 p.m. each day, sixteen (16) United States Department of Transportation Standards KKK-1822-A for Type III ambulances. The minimum requirement for sixteen ambulances includes the five dedicated ambulances. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.

Gerber Ambulance currently provides this service and will comply with NFPA 1917 upon its adoption and award of contract.

---

---

---

---

---

---

---

---

---

---

- 12. During the hours of 7 p.m. to 7 a.m. each day, eight (8) United States Department of Transportation Standards KKK-1822-A for Type III ambulances. The minimum requirement for eight ambulances includes the five dedicated ambulances. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.

Gerber Ambulance currently provides this service and will comply with NFPA 1917 upon its adoption and award of contract.

---

---

---

---

---

---

---

---

---

---

- 13. In addition to the above, Contractor must be capable of providing six (6) additional back-up ambulances (22 total) capable of responding within twelve (12) minutes for a second response, fourteen (14) ambulances (30 total) capable of responding within twenty (20) minutes for a third response, and twenty (20) ambulances (36 ambulances) capable of responding within thirty (30) minutes for a fourth response. Note: These ambulances may be Type I, Type II or Type III.

Gerber Ambulance currently provides this service and will comply with NFPA 1917 upon its adoption and award of contract.

---

---

---

---

---

---

---

---

---

---

14. List the dedicated and back up emergency ambulance vehicles that will be used to service the City of Torrance. Indicate the unit #, age, make, type, and mileage of each ambulance to be utilized for this contract. (Mileage is defined as the mileage at time of proposal submission.) If the vehicles listed below are subcontracted, identify the subcontractor.

ALL GERBER AMBULANCES ARE MODULAR TYPE III						Check all applicable:			
Unit #	License plate No.	Manufacturer & Model	Manuf. Year	Age	Mileage	Proposed Dedicated 9-1-1	Proposed Backup	Interfacity	Own/ Subcontractor
24	8K67331	Chev Exp 3500	2008	2	26,658	X			Owned
25	8K67332	Chev Exp 3500	2008	2	25,061	X			Owned
55	8K67333	Chev Exp 3500	2008	2	22,508	X			Owned
57	8M81933	Chev Exp 3500	2009	2	24,596	X			Owned
56	8M81932	Chev Exp 3500	2009	2	24,935	X			Owned
66	8L59055	Ford E-350	2006	3	66,474		X	X	Owned
73	8H64416	Ford E-350	2006	3	72,274		X	X	Owned
71	8H64415	Ford E-350	2006	3	60,173		X	X	Owned
67	8H64414	Ford E-350	2006	3	44,202		X	X	Owned
77	7Z41830	Ford E-350	2003	5	131,275		X	X	Owned
54	7Z41831	Ford E-350	2003	5	101,295		X	X	Owned
78	7W67651	Ford E-350	2003	5	126,883		X	X	Owned
39	8U07518	Ford E-350	2003	6	134,465		X	X	Owned
79	7M89552	Ford E-350	2004	6	116,897		X	X	Owned
59	7M89550	Ford E-350	2004	6	84,566		X	X	Owned
19	19DANO	Ford E-350	2003	6	137,921		X	X	Owned
37	7J02722	Ford E-350	2003	7	166,579		X	X	Owned
29	7E16170	Ford E-350	2002	7	150,019		X	X	Owned
09	6Z12213	Ford E-350	2002	8	166,955		X	X	Owned
49	6N41999	Ford E-350	2000	9	170,631		X	X	Owned
92	6K05083	Ford E-350	1998	10	115,348		X		Owned

**# 92 is built and equipped for Bariatric..(See Attachment 18a. for complete list of Back Up Ambulances)**

15. Describe, in detail, the preventative and regular maintenance program for dedicated and backup vehicles. Include average number of miles between service appointments for first line and reserve units. Also include the name and location of vehicle maintenance facility (contracted or own) and the location where the vehicle specification and maintenance records can be reviewed. Include the replacement ambulance plan/system.

Gerber Ambulance Service performs preventative and regular maintenance on its vehicles within our maintenance bay located on the premises of our HQ in Torrance. Also, to perform more extensive repairs and preventive maintenance, we utilize a locally contracted company which has greatly enhanced our upkeep and dependability of our fleet.

**(See Attachment 18b. for Vehicle Maintenance and Preventive Maintenance Programs)**

GE Vehicle #	Year	Make / Model	Secondary Coach Builder / Model	VIN	Ent'd Srvc	Y.N.S.	Type	Mileage	LA County License Current	CHP
#92	1998	Ford E-350	Road Rescue Amb.	44	4/9/01	10	Modular Type 3	115,348	Reserve	70584-7497
#48	2000	Ford E-350	AEV Traumahawk Amb.	21	2/27/02	9	Modular Type 3	183,851	Reserve	70584-7919
#49	2000	Ford E-350	AEV Traumahawk Amb.	20	2/28/02	9	Modular Type 3	170,631	Reserve	70584-7920
#09	2002	Ford E-350	Road Rescue Duramedic Amb.	9	11/4/02	8	Modular Type 3	166,955	Reserve	70584-8154
#29	2002	Ford E-350	Road Rescue Duramedic Amb.	50	7/31/03	7	Modular Type 3	150,019	Reserve	70584-8471
#37	2003	Ford E-350	Road Rescue Duramedic Amb.	11	3/16/04	7	Modular Type 3	166,579	Reserve	70584-8739
#19	2003	Ford E-350	Road Rescue Duramedic Amb.	19	11/15/04	6	Modular Type 3	137,921	Reserve	70584-8950
#59	2004	Ford E-350	Road Rescue Duramedic Amb.	61	11/15/04	6	Modular Type 3	84,566	Reserve	70584-8946
#79	2004	Ford E-350	Road Rescue Duramedic Amb.	58	11/15/04	6	Modular Type 3	116,897	Reserve	70584-8947
#39	2003	Ford E-350	Road Rescue Duramedic Amb.	60	2/28/05	6	Modular Type 3	134,465	Reserve	70584-8949
#78	2003	Ford E-350	Road Rescue Duramedic Amb.	68	10/3/05	5	Modular Type 3	126,883	Reserve	70584-9353
#54	2003	Ford E-350	Road Rescue Duramedic Amb.	67	2/1/06	5	Modular Type 3	101,295	Reserve	70584-9637
#77	2003	Ford E-350	Road Rescue Duramedic Amb.	59	4/18/06	5	Modular Type 3	131,275	Reserve	70584-9636
#67	2006	Ford E-350	Road Rescue Duramedic Amb.	15	6/5/07	3	Modular Type 3	44,202	Reserve	70584-10028
#71	2006	Ford E-350	Road Rescue Duramedic Amb.	16	6/5/07	3	Modular Type 3	60,173	Reserve	70584-10032
#73	2006	Ford E-350	Road Rescue Duramedic Amb.	90	6/5/07	3	Modular Type 3	72,274	Reserve	70584-10033
#66	2006	Ford E-350	Road Rescue Duramedic Amb.	12	11/16/07	3	Modular Type 3	33,474	Reserve	70584-10213
#75	2006	Ford E-350	Road Rescue Duramedic Amb.	64	11/16/07	3	Modular Type 3	60,614	Reserve	70584-10212
#24	2008	Chev. Express 3500	Crestline Apex Ambulance	60	3/10/09	2	Modular Type 3	26,658	CITY OF TORRANCE	70584-10807
#25	2008	Chev. Express 3500	Crestline Apex Ambulance	87	3/10/09	2	Modular Type 3	25,061	CITY OF TORRANCE	70584-10806
#55	2008	Chev. Express 3500	Crestline Apex Ambulance	85	3/10/09	2	Modular Type 3	22,508	CITY OF TORRANCE	70584-10808
#56	2009	Chev. Express 3500	Crestline Apex Ambulance	46	3/10/09	2	Modular Type 3	24,935	CITY OF TORRANCE	70584-10809
#57	2009	Chev. Express 3500	Crestline Apex Ambulance	98	3/10/09	2	Modular Type 3	24,596	CITY OF TORRANCE	70584-10810
SOV #00	2005	Ford E-350 KUV	Code 3 Support Vehicle	22	7/1/2006	4				
ASTL #01	2006	Chevy 3500 HD	Non emergency Support Vehicle	44	12/1/2009	1				
WC 81	1998	Ford E-350 Van	Non emergency Support Vehicle	80	1999	12				
Corolla	2006	Toyota Corolla	Manager Vehicle	83	2006	4				
Gold HD	2007	Chevy 2500 HD	Manager Vehicle	20	2007	3				
Blue HD	2008	Chevy 2500 HD	Manager Vehicle	91	3/1/2008	3				
FJ	2007	Toyota FJ	Manager Vehicle	87	2008	3				

[REDACTED] Ambulances Dedicated to Torrance  
[REDACTED] Reserve/Back Up Ambulances for use of TFD

**(Attachment 18b.)****Vehicle Maintenance Plan:**

Gerber Ambulance Service performs minor preventative and regular maintenance on its vehicles within a specially built maintenance bay located on the premises of Gerber Ambulance Service's headquarters in Torrance. Also, to perform further repairs and preventive maintenance, we have a contracted company which has greatly enhance our upkeep and dependability to our fleet at:

Bothwell Automotive  
20730 Earl Street  
Torrance, CA 90503  
Contact: Steve Bothwell, (310) 542-6211

For electronic repairs and maintenance for all communication systems we are contracted with and currently use:

RadioService, Inc.  
7563 Acacia Ave.  
Garden Grove, CA 92841

All vehicles are inspected daily by the Driver assigned to the vehicle, this is completed on a daily checkout sheet maintained in the vehicle and collected and maintained monthly by a supervisor.

Bothwell Automotive conducts an "Intermediate Service" on all vehicles every 7,500 miles. Furthermore as the vehicle reaches the 30,000 mile mark a "Major Service" is completed. Mileage is gathered from all vehicles weekly and entered into Fleetmate Database which allows for quick review and prioritizing of services needed.

All vehicle repairs, preventative and regular maintenance are currently recorded using a Fleetmate Database. Fleetmate Database is maintained for Gerber Ambulance by Bothwell Automotive in Torrance.

As quoted by the California Highway Patrol upon last inspection of our fleet. Gerber Ambulance Service "has the only effective preventive maintenance program we have seen".

**Unit Equipment and Maintenance:**

All equipment is checked and its performance is documented at the beginning of each shift. Any problems/malfunctions are immediately reported to the on-duty supervisor and corrective action is taken.

"BLS Checkout Form" & "Vehicle Incident Form"  
(See Attachment next two pages)

**New Equipment:**

Gerber Ambulance Service continually strives to have state-of-the-art equipment for all its units, with special emphasis on ALS equipment. Most equipment is capable of being operated by AC/DC power. New equipment in-services are always provided by the manufacturer's area representative.

**BLS UNIT CHECKOUT FORM**

UNIT #: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ ASSIGNMENT START: \_\_\_\_\_ ASSIGNMENT END: \_\_\_\_\_  
 ISSUING SUP: \_\_\_\_\_ DRIVER #: \_\_\_\_\_ ATT (1) #: \_\_\_\_\_ ATT (2) #: \_\_\_\_\_ R/A?  Y  N  
 DRIVER: \_\_\_\_\_ IDENT: \_\_\_\_\_ CPR: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_  
 IDENT: \_\_\_\_\_ WORK: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_  
 IDENT: \_\_\_\_\_ CPR: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_ BGL: \_\_\_\_\_  
 ISSUED EQUIP:  HELMET/GLOVES # \_\_\_\_\_  SM PORT # \_\_\_\_\_  GE PORT # \_\_\_\_\_  OTH: \_\_\_\_\_

**DRIVER CHECKOUT**

DOCUMENTATION		
ITEM	REQ QTY	EXP DATE
VEH. REGISTRATION	1	
INSURANCE CARD	1	
CHP INSPECTION / PERMIT	1	
WEIGHTS & MEASURES CARD	1	
OTHER (LA CITY, LACo, OC)	VAR	

MAPS					
ITEM	REQ QTY	ACT QTY	REST. QTY	SUP INT	QTY USED
THOMAS GUIDE (LA/OC)	1				
TORRANCE QUICK REF. MAP	1				
SM QUICK REF. MAP	1				
TFD RESPONSE MAPBOOK	1				
HOSPITAL LIST	1				
HOSPITAL PREPLANS	1				

CLIPBOARD					
ITEM	REQ QTY	ACT QTY	REST. QTY	SUP INT	QTY USED
CLIPBOARD (GOOD COND)	1				
GERBER EMS FORMS	10				
↳ SPARE IN RIG	20				
MED. NECESSITY FORMS	10				
↳ SPARE IN RIG	10				
PAPERWORK REF. STICKER	1				
INCIDENT REPORT FORMS	4				
EXPOSURE REPORT FORMS	4				
VEH. INC. REPORT FORMS	2				
ACCIDENT REPORT FORMS	2				
ACCIDENT REF. STICKER	1				
PPE REFERENCE CHART	1				
LCM HOSPITAL SAFETY SHEET	1				
TIRE PRESSURE GAUGE	1				

COMMUNICATIONS				
ITEM	WRK	NOT WRK	NOTFD SUP	IR
GERBER VHF RADIO				
FIRE UHF RADIO				
SM PORTABLE W/ CHARGER				
MOBILE DATA TERMINAL				
OC MED 10 (OC ONLY)				

DRIVER COMPARTMENT				
ITEM	WRK	NOT WRK	NOTFD SUP	IR
A/C, HEAT & DEFROSTER				
INSTRUMENT LIGHTS				
READING / MAP LIGHT				
SIREN & AIR HORN				
HORN				
SWITCHES				

**DRIVER** \_\_\_\_\_

PATIENT COMPARTMENT				
ITEM	WRK	NOT WRK	NOTFD SUP	IR
AC & HEAT PT COMPARTMENT				
EXHAUST VENT				
DOME LIGHTS				
INVERTER				
TAGS IN PLACE? Y/N				
TAG #				

LIGHTS				
ITEM	WRK	NOT WRK	NOTFD SUP	IR
HEADLIGHTS				
CLEARANCE / LIC PLATE LIGHTS				
BRAKE LIGHTS				
REVERSE LIGHTS				
TURN SIGNALS / HAZARDS				
STEADY BURNING REDS (2, LIGHTBAR)				
STROBES				
REAR BOX FLASHERS				
SIDE BOX FLASHERS (DRIV)				
SIDE BOX FLASHERS (PASS)				
SCENE FLOOD LIGHTS				

SAFETY				
ITEM	WRK	NOT WRK	NOTFD SUP	IR
SEATBELTS (DRIV & PT COMP)				
DOOR LATCHES (FUNCTION / LOCKING)				
WARNING TRIANGLES (3)				
FLASHLIGHT				
SPOTLIGHT				
MIRRORS (ADJ PROPERLY FOR DRIVER)				
SPARE TIRE				
JACK W/ HANDLE				
LUG WRENCH				
FIRE EXTINGUISHER				
	IN GREEN?	Y/N	LOCKED-OUT?	Y/N

ITEM	REQ QTY	ACT QTY	REST. QTY	SUP INT	QTY USED
HELMETS / GOGGLES / GLOVES	2 EA				
REFLECTIVE VESTS	2R 1XXL				
EMERG. DRINKING H <sub>2</sub> O	1 JUG				
WISK BROOM	1				
SRAY BOTTLES (ORG, LEM, WINDEX)	1 EA				
TOWELS / RED RAGS (CLEAN)	5 EA				

VEHICLE COMPONENTS				
EXTERIOR VISUAL INSPECTION	NEW DAMAGE?	Y/N	WASHED TODAY?	Y/N
WINDOWS / WIPER BLADES	NEW DAMAGE?	Y/N	CLEAN?	Y/N
UNDER VISUAL INSPECTION	LEAKS?	Y/N	LOOSE ITEMS?	Y/N
ENG COMP VISUAL INSPECTION	LEAKS?	Y/N	LOOSE ITEMS?	Y/N
PARKING BRAKE	SET?	Y/N	WRKS?	Y/N
FLUID LEVELS (F ¼ ¼ E)	FUEL: GAL REF:	OIL: BRAKE:	WIPER: TRANS.	
TIRES DRIVER SIDE (75-80 psi, tread)	FR	RO	RI	TR
TIRES PASS SIDE (75-80 psi, tread)	FR	RO	RI	TR

IF SUP UNABLE TO RESTOCK, X OUT REST QTY AND WRITE IN ACTUAL AMT RESTOCKED.

\* = CRESTLINE ONLY

**ATTENDANT CHECKOUT**

PATIENT LIFTING / MOVING EQUIPMENT		WRK	NOTED
ITEM	SER #	QTY	WRK SUP
GURNEY			
L <sub>4</sub> GURNEY LOCK BAR & ANTLERS			
STAIRCHAIR	SER #		
FOLDING FLAT	SER #		
PEDI-MATE			
SHORT BOARD			
BARIATRIC TARP (BARIATRIC UNIT ONLY)			
NEONATE EQUIPTOOLS (NEO UNIT ONLY)			
BACKBOARD #S	1	2	3
SPINAL IMMOB (ADULT COLLAR & HEADRED)	2 EA*		
TRACTION SPLINT & ANKLE STRAP	1		
PSYCH RESTRAINTS	2 WRIST 2 ANKLE	4	
CARDBOARD SPLINTS	SM, MED LRG	2 EA	

GURNEY		ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	INT	USED
ADULT B/P CUFF & STETH		1			
ADULT O2 MASKS		2			
ADULT NASAL CANNULAS		2			
PEDS O2 MASKS		2			
LINEN W/ BLUE SHT COVER		1			
PILLOW		1			
ADD'L BLUE SHEETS		2			
BLUE BLANKET		1			
DISP. PILLOW CASES		2			
GLOVES (5 PAIRS EACH)		5 EA			

OXYGEN BAG		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
ADULT BVM		1				
PED BVM W/ INFANT MASK		1				
ADULT O2 MASKS		2				
PEDIATRIC O2 MASKS		2				
ADULT NASAL CANNULAS		2				
V-VAC PORT. SUCTION		1				
L <sub>4</sub> SPARE SUCT. CONT.		1				
PED B/P CUFF & STETH		1				
PENLIGHT		1				
OP AIRWAYS (1 EA SIZE)		6				
GLOVES (5 PAIRS EACH)		5 EA				

**ATTENDANT**  
ATT NOTES:

OXYGEN / AIRWAY EQUIPMENT		PSI (MIN 800)	REST.	SEC7
ITEM	SER #	QTY	QTY	Y/N
OXYGEN "M" TANK		PSI		Y/N
MED AIR "M" TANK (NEO ONLY)		PSI		Y/N
GURNEY "D" TANK W/ REG		PSI		Y/N
O2 BAG "D" TANK W/ REG		PSI		Y/N
OXYGEN "D" TANK SPARES (2)		PSI		Y/N
POWER SUCTION		WRK?	Y/N	GRN?

OXYGEN COMPARTMENT		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
INFECTION CONTROL KITS		4				
SAFETY GOGGLES		4				
GOWNS		4				
N95 MASKS		8				
SURGICAL MASKS		5				
BIOHAZARD BAGS		5				
PURPLE TOPS		1				
ADULT BVM		1				
PED BVM W/ INFANT MASK		1				
OP AIRWAYS (KIT)		6				
ADULT O2 MASKS		8				
PEDIATRIC O2 MASKS		8				
INFANT O2 MASKS		2				
ADULT NASAL CANNULAS		8				
PED NASAL CANNULAS		2				
SUCTION CONTAINERS		5				
SUCTION LIDS		5				
SUCTION TUBING		5				
SUCT. FLEX. CATH. 10 FR		2				
SUCT. FLEX. CATH. 14 FR		2				
SUCT. FLEX. CATH. 18 FR		2				
EXTRA FLEX. CATH.		VAR				
SUCTION YANKAUER		5				

LINEN / PATIENT COMFORT		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
LINEN		5				
BLUE DISP. SHEETS		20				
DISP. PILLOW CASES		20				
BLUE / YELLOW BLANKETS		2 EA				
PURPLE TOPS		1				

**SUPERVISOR**  
SUP NOTES:

TRAUMA BOX		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
TRAUMA DRESSINGS		2				
BLOOD STOPPERS		6				
4X4 GAUZE SPONGES		10				
ROLLER BANDAGES		10				
TRIANGLE BANDAGES		4				
TAPE ROLLS (CLOTH, TRANSP)		1 EA				
SHEARS		1				
ICE PACKS		2				

TRAUMA COMPARTMENT		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
ADULT C-COLLARS		6/4*				
PEDIATRIC C-COLLARS		6				
HEADBEDS		4				
BED/FX PANS		2				
URINALS		2				
EMESIS BASINS		10				
OB KIT		1				
BACKBOARD STRAPS		4 PR				
GURNEY SEATBELTS		2 PR				
INFLATABLE PILLOWS		5				
TRAUMA DRESSINGS		2				
BURN SHEETS		2				
ARM BOARDS		2				
TAPE ROLLS (CLOTH, TRANSP)		2 EA				
OCCCLUSIVE DRESSINGS		2				
ROLLER BANDAGES		10				
BAND-AIDS		1 BOX				
ICE PACKS		6				
BLOOD STOPPERS		10				
4X4 GAUZE SPONGES		1 BOX				
STERILE H <sub>2</sub> O & 0.9% NaCl		2000 ML EACH				

SAFETY		REQ	ACT	REST.	SUP	QTY
ITEM	SER #	QTY	QTY	QTY	INT	USED
TRASH CONTAINERS		2-3				
SHARPS CONTAINER		1				
PURELL HAND SANITIZER		1				
GLOVES (2 BX ATT. 1 BX DRV)		3				
BLUE TOPS		1				

**UNIT RETURN**

Month: \_\_\_\_\_ Week: 1 2 3 4

Week Segment: SMT WRF

# Odometer / Tire check

Logs to be completed weekly by field supervisors (AM & PM). If unit is unavailable and/or out of service (i.e., Bothwell) specify the location. If tire pressures are inadequate, reinflate tires. If tire tread is below DOT threshold, tag unit out of service and complete a work order. **S/M/T logs due Wednesday morning.**

Unit	Odometer / Location	Tire Tread and Air Pressure Check						Comments / Misc
		DF	PF	DRO	DRI	PRO	PRI	
Sample	32,768	✓	✓	✗	✓	✗	✓	Tires need rotation
00								
06					■		■	
09								
19								
24								
25								
29								
37								
39								
43								
44								
45								
48					■		■	
49					■		■	
54								
55								
56								
57								
59								
66								
67								
71								
73								
75								
77								
78								
79								
92								
3500W					■		■	
2500B								
2500T								
Corolla								
WC								
FJ								

Tire Check Reference:

- ✓ Good
- ↓ Service Soon
- ✗ Bad

Min. Tread Depth: 4/32"  
Tire PSI Range: 70-76  
ALL TIRES THE SAME



Driver outer / Passenger Outer



Driver Rear Inner / Driver Rear Outer  
Pass. Rear Inner / Pass. Rear Outer



Unit #	Employee #	Last Name	Date	Day Su M T W R F Sa	Incident Time
Chief Complaint				Complaint Code(s)	Odometer

Briefly describe the incident	Complaint Category	Distress Level
	<input type="checkbox"/> Operational Issues	<input type="checkbox"/> None
	<input type="checkbox"/> Equipment Issues	<input type="checkbox"/> Mild
	<input type="checkbox"/> Vehicle Mishap	<input type="checkbox"/> Moderate
	<input type="checkbox"/> Crewmember Cleanliness	<input type="checkbox"/> Severe
	<input type="checkbox"/> Memorandum for Record	<input type="checkbox"/> Undrivable
	Complaint Codes	
	<input type="checkbox"/> <b>BR</b> akes	<input type="checkbox"/> <b>NO</b> ises / Sounds
	<input type="checkbox"/> <b>CL</b> eanliness	<input type="checkbox"/> <b>RA</b> dio / MDT
	<input type="checkbox"/> <b>CO</b> llision / Mishap	<input type="checkbox"/> <b>RE</b> usable Equipment
	<input type="checkbox"/> <b>DA</b> mage	<input type="checkbox"/> <b>ST</b> arting Problems
	<input type="checkbox"/> <b>E</b> ngine (Idling)	<input type="checkbox"/> <b>ST</b> eering / <b>S</b> uspension
	<input type="checkbox"/> <b>E</b> ngine ( <b>D</b> riving)	<input type="checkbox"/> <b>TR</b> ansmission
	<input type="checkbox"/> <b>L</b> eaks / <b>E</b> missions	<input type="checkbox"/> <b>W</b> arning <b>D</b> eVICES
	<input type="checkbox"/> <b>L</b> ights / <b>E</b> lectrical	<input type="checkbox"/> <b>OT</b> her

**ALL INCIDENTS:** Check all that apply

- Problem at shift start
- Check engine light on
- ABS light on
- Engine was cold
- Problem during shift
- Overdrive light on
- Red brake light on
- Engine was warm

**STARTING PROBLEMS**

- Engine cranks
- Engine cranks slowly
- Engine cranks strong but doesn't start

**BRAKES**

- Makes noise
- Doesn't stop right
- When braking, vehicle pulls to the L or R
- Brake pedal is hard
- Brake pedal is soft
- Brake pedal sinks to the floor
- Brake pedal pulsates
- Emergency brake does not stop vehicle

**STEERING / SUSPENSION**

- Vehicle pulls to the L or R
- Hard to turn steering wheel
- Vibration during steering
- Unusual sounds during steering

**ENGINE / TRANSMISSION**

- Engine stalled
- Engine has low power
- Engine / vehicle smokes excessively
- No power during low RPM
- No power throughout acceleration
- Inconsistent acceleration
- Transmission: slipping
- Transmission: hard shift
- Transmission: shudder
- Transmission: shake
- Trans. problem between gears \_\_\_\_ & \_\_\_\_

**NOISES / SOUNDS**

- Grinding
- Thumping
- Squealing
- Clicking
- Knocking

**LIGHTS / ELECTRICAL**

- Brake light(s) out L or R
- Headlight(s) out (high beam) L or R
- Headlight(s) out (low beam) L or R
- Dash light(s) out
- Back-up light(s) out
- Dome light(s) out (driver-side)
- Patient compartment lights out
- Flood light(s) out
- Other light(s) out
- 12V PowerPoint(s) not functional
- Inverter not functional!

**WARNING DEVICES / COMMUNICATIONS**

- Light bar malfunction
- Siren malfunction
- PA malfunction
- Gerber VHF radio malfunction
- Fire UHF radio malfunction
- 800MHZ radio malfunction

Fleet Manager's Notes


Revised 03/2007

Fill out, detach along perforation, and post on vehicle status board

Unit #	Chief Complaint	Out of Service Date
		Vehicle Location

# Gerber Ambulance Service Vehicle Collision / Incident Report

Collision / Incident Date		Location of Collision / Incident			At Intersection With or Near		
Intervening Law Enforcement Agency			Law Enforcement Report #		Officer Name (if Available)		
<b>PARTY #1: GERBER</b>	Employee#	Last Name	First Name	Middle Name	Date of Birth	Gender	
	Driver's License #	State	Class	Expiration Date			
	Insurance Carrier	Policy #	Expiration Date	Insurance Carrier Phone Number			
	Employee Street Address		City	State	Zip	Primary Phone Number	
	Vehicle Make	Model	Color	Year	Vehicle Type (i.e., Sedan, Truck, Van, SUV)		
	Vehicle Identification Number (VIN)		License Plate #	State	Gerber Vehicle #		
	Vehicle's Registered or Legal Owner's Name		Owner Street Address	City	State	Zip	
	Last Name	First Name	Middle Name	Date of Birth	Gender		
Driver's License #	State	Class	Expiration Date				
Insurance Carrier	Policy #	Expiration Date	Insurance Carrier Phone Number				
Driver Street Address		City	State	Zip	Primary Phone Number		
Vehicle Make	Model	Color	Year	Vehicle Type (i.e., Sedan, Truck, Van, SUV)			
Vehicle Identification Number (VIN)		License Plate #	State	Gerber Vehicle #			
Vehicle's Registered or Legal Owner's Name		Owner Street Address	City	State	Zip		
<b>PARTY #2</b>	Last Name	First Name	Middle Name	Date of Birth	Gender		
	Driver's License #	State	Class	Expiration Date			
	Insurance Carrier	Policy #	Expiration Date	Insurance Carrier Phone Number			
	Driver Street Address		City	State	Zip	Primary Phone Number	
	Vehicle Make	Model	Color	Year	Vehicle Type (i.e., Sedan, Truck, Van, SUV)		
	Vehicle Identification Number (VIN)		License Plate #	State	Gerber Vehicle #		
	Vehicle's Registered or Legal Owner's Name		Owner Street Address	City	State	Zip	
	Last Name	First Name	Middle Name	Date of Birth	Gender		
Driver's License #	State	Class	Expiration Date				
Insurance Carrier	Policy #	Expiration Date	Insurance Carrier Phone Number				
Driver Street Address		City	State	Zip	Primary Phone Number		
Vehicle Make	Model	Color	Year	Vehicle Type (i.e., Sedan, Truck, Van, SUV)			
Vehicle Identification Number (VIN)		License Plate #	State	Gerber Vehicle #			
Vehicle's Registered or Legal Owner's Name		Owner Street Address	City	State	Zip		
<b>PARTY #3</b>	Last Name	First Name	Middle Name	Date of Birth	Gender		
	Driver's License #	State	Class	Expiration Date			
	Insurance Carrier	Policy #	Expiration Date	Insurance Carrier Phone Number			
	Driver Street Address		City	State	Zip	Primary Phone Number	
	Vehicle Make	Model	Color	Year	Vehicle Type (i.e., Sedan, Truck, Van, SUV)		
	Vehicle Identification Number (VIN)		License Plate #	State	Gerber Vehicle #		
	Vehicle's Registered or Legal Owner's Name		Owner Street Address	City	State	Zip	
	<b>Roadway Conditions</b>						
Number of Lanes: _____		Road Surface: <input type="checkbox"/> Wet <input type="checkbox"/> Dry		Traffic Control Systems: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Lanes Marked: <input type="checkbox"/> Yes <input type="checkbox"/> No		Road Defects: <input type="checkbox"/> Yes <input type="checkbox"/> No		Lighting Conditions: <input type="checkbox"/> Daylight <input type="checkbox"/> Dusk <input type="checkbox"/> Dawn			
Lanes Divided: <input type="checkbox"/> Yes <input type="checkbox"/> No		Road Debris: <input type="checkbox"/> Yes <input type="checkbox"/> No		Precipitation: <input type="checkbox"/> Rain <input type="checkbox"/> Fog <input type="checkbox"/> Other: _____			

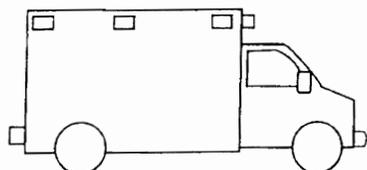
Sketch (Pre-Incident)



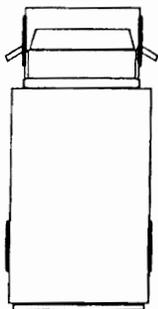
Sketch (Post-Incident)



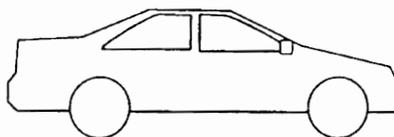
Mark any damaged areas with an 'X'



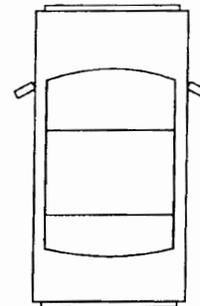
Driver Side  Passenger Side



Mark any damaged areas with an 'X'



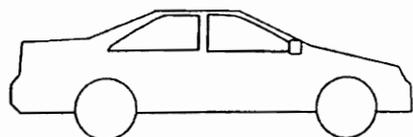
Driver Side  Passenger Side



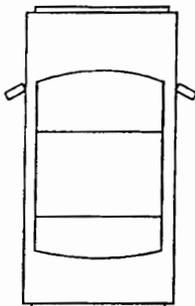
Party #1: Gerber

Party #2

Mark any damaged areas with an 'X'



Driver Side  Passenger Side



Notes

Party #3

Witness Statement:  Party #1 (Gerber)  Party #2  Party #3  Bystander  Other: \_\_\_\_\_


Witness Last Name	First Name	Contact Phone Number
-------------------	------------	----------------------

Witness Statement:  Party #1 (Gerber)  Party #2  Party #3  Bystander  Other: \_\_\_\_\_


Witness Last Name	First Name	Contact Phone Number
-------------------	------------	----------------------

I affirm that to the best of my knowledge the preceding report is an accurate account of the incident:

Preparer Last Name	First Name	Signature	Date
--------------------	------------	-----------	------

	INVOICE NUMBER	YES	NO	Employee(s)	COMMENTS/SUGGESTIONS
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					
23.					
24.					
25.					
26.					
27.					
28.					
29.					
30.					
31.					
32.					
33.					
34.					
35.					
36.					
37.					
38.					
39.					
40.					
41.					
42.					
43.					
44.					
45.					
46.					

16. Describe in detail the dispatch system to be utilized. Include any Automatic Vehicle Locator systems, other equipment and telephone lines employed in conjunction with the dispatch system.

Gerber Ambulance Service Dispatch is located within the Torrance headquarters located at 19801 Mariner Ave. Response requests are received by a Dispatcher or Call Taker, via a direct "Ring Down" line on a dedicated phone. Calls are then dispatched to Ambulances via VHF Radio and simulcast via Teletrac MDT. Vehicles are tracked utilizing the MDT/GPS Vehicle Locating System. Emergency ambulances are dispatched according to the closest unit or the most accessible unit to the call with an appropriate ETA.

**(See Attachment 19a. for more details on Gerber Dispatch)**

17. List names and location of existing or proposed facilities, business office, etc. Indicate if it is proposed. Which facility will be used for the Torrance contract? Do you currently have a facility within Torrance city limits? If not, do you plan to establish and maintain a minimum of one facility within Torrance city limits?

Gerber Ambulance Service has been headquartered in the City of Torrance since the doors first opened the 23 years ago. We are located in the center of the city at 19801 Mariner Avenue, Torrance, CA 90503. All 186 employees and ambulance fleet are managed from this 12,000 sq. ft. privately owned location. We also have a satellite office in the City of Santa Monica at 3400 Airport Drive, Santa Monica, CA 90405.

18. Using the information about the fees that the City of Torrance charges and the parameters described in the RFP, describe in detail how Proposer would calculate, bill, and collect all applicable charges (billing codes, systems, software and procedures). Attach additional page(s), sample bills and reports.

Gerber Ambulance Service has provided exclusive Fire Department Billing Services for an accumulative eighteen years; twelve (12) years with the City of Torrance Fire Departments, and six (6) years with the City of Santa Monica Fire Department. Gerber Ambulance's staff of experienced, knowledgeable and aggressive billing personnel have created an innovative and customized billing process which maximizes billable dollars, and minimizes bad debt. In fact, Gerber Ambulance Service was the first company to develop and tailor a billing program for a city's fire department by a private ambulance company. Gerber Ambulance currently employs fifteen (15) Billing Clerks within its billing office with an average of six (6) years of Emergence 911 billing experience.

**(See Attachment 19b. for Billing Procedures, Fees and Sample Reports)**

**(Attachment 19a.)****Gerber Ambulance Service Dispatch**

Emergency ambulances are dispatched according to the closest unit or the most accessible unit to the call with an appropriate ETA. Currently it is Gerber Ambulance Policy that ambulance crews must begin response within one minute of receiving emergency calls, day or night. This way, Gerber Ambulance Service is able to maintain timely and accurate Enroute and On Scene Intervals (Response Times) for either Code 2 or Code 3 responses.

As a back-up for our Message Data Terminal (MDT) communications and also to communicate when a crew may be away from the ambulance unit, we utilize a VHF trunked radio system.

In addition to the above dispatch equipment and personnel Gerber Ambulance equips each manager and administrative staff member with an ATT telephone linked as a group for communication fluency. Each crewmember is assigned a Kenwood Portable Radio, which directly links to each other, as well as the Dispatch office.

Our Communications Center (Dispatch) is also backed up by one (1) full-phase diesel generator which is built into our Torrance Base, which has a 0-5 TransLink. Also, our headquarters has to its avail on premises a 5,000 gallon diesel tank, which will allow for an indefinite amount of continuous emergency power. This system also backed up with gasoline powered generators in case of a power outage.

The most important part of any communications center is the personnel assigned to work with the equipment. Gerber is proud that our dispatch center has an average employee retention rate of more than a seven (7) year average.

**(Attachment 19b.)****Torrance Fire Department  
Billing****Claim Preparation**

Torrance Fire transports requiring separate billing:

All patients requiring Torrance Fire Response, Assess, Treat and Transport

With the **exception** of:

Patients covered by Medi-Cal or Medi-Cal assigned HMO

Patients that are in-custody

Dry Runs

Separate copies of each Torrance Fire billable transport to include:

Run Card

EMS Report (page 1) Torrance

EMS Report (page 2) Gerber

Hospital Face Sheet, copy of insurance cards, etc.

**Claim Development**

Applicable Torrance Fire claims will be distributed to TFD Billing Manager. Claims will be recorded, electronically scanned, copied, invoiced, mailed, filed both electronically and physically and followed-up on separately from all other claims **(with the exception of Medicare-explained below)**

**Formula:**

The TFD Assessment fee of \$351.75 will be charged to all patients transported by ambulance (with the exception of Medicare, Medi-Cal and In-Custody patients).

In addition;

The code 3 response fee of \$118.00 will be charged to all patients who are transported by ambulance with TFD Paramedic escort (with the exception of Medicare, Medi-Cal and In-Custody patients).

City of Torrance Fire Department  
P.O. Box 295  
Torrance, CA 90507  
TAX ID#: 95-6000803  
310-542-6097

**Insurance Claims:**

Will be invoiced and submitted on CMS1500 insurance claim forms and mailed using TFD pre-printed envelopes or submitted electronically whenever possible to speed delivery and save postage costs.

**Medicare Claims:**

Will be "pass-through" billed. All funds collected for the month will be remitted to the City on or before the close of business on the last day of the next calendar month.

The formula for reimbursement will be the difference between the current Medicare "allowable" ALS1 or ALS2 base rate **reimbursement** (80% of Fee Schedule Formulation) and the current Medicare "allowable" BLS base rate **reimbursement** (80% of Fee Schedule Formulation).

The following example includes the actual reimbursement rates as of 1/01/11.

ALS1 "allowable" base rate (A0427)	\$468.40	80% reimbursement	\$374.72
BLS "allowable" base rate (A0429)	\$394.44	80% reimbursement	<u>-315.55</u>
			59.17
ALS2 "allowable" base rate (A0433)	\$677.95	80% reimbursement	\$542.36
BLS "allowable" base rate (A0429)	\$394.44	80% reimbursement	<u>-315.55</u>
			226.81

**Medi-Cal Claims:**

Not billable

**In-Custody Patients:**

Not billable

**Private pay claims:**

Will be invoiced and submitted on private billing statement forms and mailed using TFD pre-printed envelopes and will include TFD self addressed return envelope.

**Payment Processing**

Upon receipt of TFD payment, the check will be separated from the explanation of Benefits (EOB) and deposited into a specifically designated TFD bank account. The EOB will be stamped with the receipt date, entered into the TFD report and the claim will either be re-billed or completed. All funds collected for the month will be remitted to the City on or before the close of business on the last day of every calendar month.

Credit card payment requests will be processed as they are received using a specifically designated TFD credit card terminal linked directly to the specifically designated TFD bank account. The credit card debited amount will be entered into the TFD report and the claim will either be re-billed or completed. Each month a report will be developed listing all credit card transactions. On the last day of every third month (quarter) the reports along with copies of all receipts will be submitted to the City.

**If the claim is paid in full** the explanation of benefits/receipt will be attached to the copy of the TFD claim. The payment will be recorded, the TFD report will be updated to show the payment and the claim will be permanently filed.

**If the claim is not paid in full** the explanation of benefits/receipt will be attached to the copy of the TFD claim. The payment will be recorded, the TFD report will be updated to show the payment and if applicable the balance due will be re-billed for adjustment or if patient responsibility, billed to the patient.

### **Supply Fee processing**

TFD will be reimbursed \$23.00 for each patient transported. Each month a report will be developed listing all transport statistics. On the last day of every third month (quarter) the supplies fees will be remitted to the City.

### **Protecting Our Patient's Information**

Also, Gerber Ambulance Service vigorously applies all standards of HIPPA compliance. Moreover, we will aggressively seek and attain HIPPA Complaint Business Associate Agreements with any and every organization with which we do business and whose duties involve protected patient health information.

All Gerber Ambulance Service employees upon hire receive HIPPA training and sign a HIPPA Compliance Agreement.

We also utilize a "Red Flag" program for detection, pursuance, and prosecution in incidence of stolen identities.

**(SAMPLES OF RATES, INVOICES & REPORTS FOLLOW THIS PAGE)**

CITY OF TORRANCE-FIRE CALLS

Contracted as of 5/95

\*\*\*As of 1/01/11\*\*\*

GERBER CHARGES

BASE RATE (BLS)	880.75	(\$17.00 less than L.A. County Rate)
CODE 2 RESPONSE	46.50	
GENERAL SUPPLIES	23.00	(gloves, disinfectant, sheets, pillow cases, mask, goggles etc.)
MILEAGE	17.00	
OXYGEN	59.25	
OXYGEN MASK/CANNULA	24.75	
BACKBOARD, SPLINT, KED	46.25	
BANDAGES/DRESSINGS	24.75	

TORRANCE FIRE CHARGES

\*\*\*AS OF 7/8/09 ALL TRANSPORTS ARE ALS\*\*\*

If Paramedics Transport with Patient:

BASE RATE (ALS)	351.75
CODE 3 RESPONSE	<u>118.00</u>
	469.75

If Patient is released to Gerber EMT's:

BASE RATE (ALS)	351.75
-----------------	--------

POLICE TRANSPORTS - IF PATIENT IN CUSTODY, WRITE OFF

**Medicare Claims:**

Will be "pass-through" billed.

The formula for reimbursement will be the difference between the Current Medicare "allowable" ALS1 or ALS2 base rate **reimbursement** (80% of Fee Schedule Formulation) and the current Medicare "allowable" BLS base rate **reimbursement** (80% of Fee Schedule Formulation).

1500

BLUE CROSS

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE 08/05

XXX PICA

PICA XXX

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

1. MEDICARE <input type="checkbox"/> (Medicare #) MEDICAID <input type="checkbox"/> (Medicaid #) TRICARE CHAMPUS <input type="checkbox"/> (Sponsor's SSN) CHAMPVA <input type="checkbox"/> (Member ID#) GROUP HEALTH PLAN <input type="checkbox"/> (SSN or ID) FECA BLK LUNG <input type="checkbox"/> (SSN) OTHER <input checked="" type="checkbox"/> (ID)	1a. INSURED'S I.D. NUMBER (For Program in Item 1) 123456789	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) DOE, JOHN		3. PATIENT'S BIRTH DATE 01 01 2000 M <input checked="" type="checkbox"/> F <input type="checkbox"/>
4. INSURED'S NAME (Last Name, First Name, Middle Initial) SAME		5. PATIENT'S ADDRESS (No., Street) 12345 ANY STREET
6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street)
8. PATIENT STATUS Single <input type="checkbox"/> Married <input type="checkbox"/> Other <input checked="" type="checkbox"/>		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. INSURED'S POLICY GROUP OR FECA NUMBER
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNED SIGNATURE ON FILE DATE		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED SIGNATURE ON FILE
14. DATE OF CURRENT ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP) MM DD YY		15. IF PATIENT HAS HAD SAME OR SIMILAR ILLNESS GIVE FIRST DATE MM DD YY
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY		17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. 17b. NPI
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY		19. RESERVED FOR LOCAL USE 12345 ANY STREET TORRANCE CA 90501 4101 TORRANCE BLVD, TORRANCE, CA 90503
20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO 0 00		21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate Items 1, 2, 3 or 4 to Item 24E by Line) 1. 780 97 2. 786 05 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33.
22. MEDICAID RESUBMISSION CODE ORIGINAL REF. NO.		23. PRIOR AUTHORIZATION NUMBER
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSTD Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #		
1 03 31 11 03 31 11 41 A0427 SH 1 351 75 1 NPI		
2 03 31 11 03 31 11 41 A0999 SH 1 118 00 1 NPI		
3		
4		
5		
6		
25. FEDERAL TAX I.D. NUMBER SSN EIN 956000803 <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. 580528-5154582
27. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 469 75
29. AMOUNT PAID \$		30. BALANCE DUE \$ 469 75
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. SERVICE FACILITY LOCATION INFORMATION LITTLE CO OF MARY HOSP 4101 TORRANCE BLVD TORRANCE CA 90503
33. BILLING PROVIDER INFO & PH # (310) 542 6097 TORRANCE FIRE DEPARTMENT P.O. BOX 295 TORRANCE CA 90507		
SIGNED 03/24/2011 DATE		a. 1902844988 b. 1629251632 c. EI 956000803











## 8.4 HIPAA COMPLIANCE

### Gerber Ambulance Service Employee Training HIPAA – Health Insurance Portability and Accountability Act

Effective: 4/03

#### Health Insurance Portability and Accountability Act (HIPAA)

There are three components under the HIPAA Act that contain requirements specific to health care organizations:

- 1) **Standards for the Privacy of Individually Identifiable Information**  
The Standards for the Privacy of Individually Identifiable Information are based on the need to protect the privacy of every patient's health information in written, oral, electronic, and any other form.
- 2) **Standards for Security and Electronic Signature**  
The Standards for Security and Electronic Signature are based on the need to insure the integrity of and to control access to health information. They are designed to protect information from alteration, destruction loss, and accidental or intentional disclosure to unauthorized persons.
- 3) **Standards for Electronic Signature and Code Sets**  
Standards for Electronic Signature and Code Sets are based on the need for health care entities to communicate efficiently with one another for such basic activities as claims processing, payment, establishing coverage under a health plan, and determining a patient's level of eligibility for services.

Medical Practices and Businesses subject to HIPAA regulations are called "covered entities". They include healthcare providers, healthcare plans and claims clearinghouses. Under HIPAA Gerber Ambulance is a Covered Entity.

Keeping health information private is the most far-reaching part of the Health Insurance Portability and Privacy Act (HIPAA). HIPAA involves standards relating to Privacy, Security and Electronic Transactions. The rules and standards that govern "protected" information and how it is shared with others will be reviewed in this document.

Everyone who works in the healthcare industry needs to be familiar with HIPAA rules. The question to ask is "*How can I protect the privacy of patient health information?*" Protecting a patient's privacy sounds simple, but meeting the legal requirements is not always simple. HIPAA is a very detailed law, and the penalties for violating it are severe. It is important that all health care team members understand their responsibilities under HIPAA. By protecting the confidentiality of our patients' personal health information, we protect their rights as well as avoid personal and organizational penalties.

## Privacy Standards

The HIPAA privacy regulations require organizations to intensify their efforts to maintain patient confidentiality. Increased staff training and security of records is key to success and compliance. Perhaps one of the greatest impacts of the Privacy Standards involves the patient's right to be formally notified of the uses and disclosures of his/her medical information and to have full access to those records.

The Privacy Standards protect individuals from the misuse of their health information by:

People who are not involved in the patient's direct treatment  
 Insurers using it to deny life or disability coverage  
 Employers using it for hiring or firing decisions  
 Reporters using it for any number of reasons  
 Family members or other patient contacts (i.e. neighbors, etc.)

The Privacy Standards apply to health information that is written, spoken, electronic or communicated and maintained in any other form.

The core concept in the Privacy Standards is that Protected Health Information (PHI) should be disclosed *only* to those who need it to provide and/or pay for care.

Direct care providers (EMTs, Paramedics, Nurses, etc.) need access to information.

Patients are entitled to see anything in their own records.

Others who are *not* direct care providers should receive the minimum information necessary.

Anyone *not* involved in the patient's healthcare should receive PHI only with the patient's consent.

## Protected Health Information (PHI)

The term "protected Health information" as defined in HIPAA means any information that is created or received by a health care provider, health plan, employer, or life insurer, school or university. This information can be found in:

- ❖ Medical records
- ❖ Insurance claims information
- ❖ Payment information
- ❖ Almost all information related to a person's health care

The information is protected because it contains confidential information regarding a patient.

The privacy rules place limits on the use and disclosure of a person's Protected Health information or (PHI). Protected Health Information is defined as any health information that could reveal the identity of a patient such as:

- ❖ The patient's name, address or phone number
- ❖ The patient's health insurance number
- ❖ The patient's social security number
- ❖ Any other information that identifies a patient

Below is a list of examples of patient identifiers:

Patient's Name  
 Address  
 Social Security Number  
 Photograph  
 Phone/Fax Number or Email Address  
 Date of Birth  
 Drivers License

Only the minimum necessary information that an individual needs in order to perform their job duties should be given. This is accomplished through security codes and limits on access to information. Access to health information may vary depending upon whether the person is an employee, volunteer, ride along, student or serves another role in the company. There are some exceptions to the Privacy Rule such as when a patient requests access to copy their PHI, or other uses or disclosures required by law.

### **CONFIDENTIALITY**

All employees regardless of their role, specific duties or job descriptions have a responsibility to protect confidential patient information.

If patients do not trust their health care providers to ensure confidentiality of PHI - the consequences are severe. The quality of care could be compromised if patients are not open to disclose certain conditions, which may go undetected or untreated, or health information may not be complete or accurate.

Employees are responsible for keeping patient health information confidential, being sensitive, respecting the patient's right to privacy, and knowing and applying the organization's policies and procedures.

### **PATIENT'S RIGHTS**

The federal privacy regulation *empowers* patients by guaranteeing them access to their medical records, giving them more control over how their Protected Health Information is used and disclosed, and providing a clear avenue of recourse if their medical privacy is compromised. The rule will protect medical records and other personal health information maintained by certain health care providers, hospitals, health plans and health insurers.

The Health Insurance Portability and Accountability Act of 1996 and the Federal Privacy Regulations (April, 2001) established the patient's right to privacy of their health information. These rights include access to information, amending the information, accounting for disclosures, requesting restrictions, filing a complaint and receiving notice.

1. *Right to Access:* Patients have the right to access or inspect their health record, and obtain a copy from their health care provider. They may access or copy for as long as the information is retained. There are few exceptions to access related to psychotherapy notes and protections under state law.

2. Right to Amend: Patients have the right to request an amendment to their medical records. The request must be put in writing and submitted to the billing office. A review will be conducted to determine agreement or disagreement with the request. The amendment does not have to be granted, however the request for amendment becomes part of the permanent medical record.
3. Right to Account of Disclosures: Patients have the right to request a list of when and where their confidential information was released (within the last six months), the date of the disclosure, the name of the person or entity who received the information and address, and a brief description of the reason for the disclosure. The exception is for treatment, payment or healthcare operations.
4. Right to Request Restrictions: Patients have the right to request their provider restrict the use and disclosure (release) of their confidential information, however, the provider is not required to comply with the restrictions if the use and disclosure does not otherwise violate HIPAA Privacy Standards. For example a wife might request that her PHI not be disclosed to her spouse.
5. Right to File a Complaint: Patients have the right to file a complaint if they believe their privacy rights were violated. A complaint can be filed in writing and submitted to the Compliance Officer or the Billing Department.
6. Right to Receive Notice: Patients have the right to receive a Notice of Privacy Practices handout, which describes how medical information is used and disclosed; how to access and obtain a copy of their medical record; a summary of patient rights under HIPAA and how to file a complaint and contact information. If a patient is unable to review the Notice of Privacy Practices (e.g. trauma patient, etc.) the Notice (handout) will be provided to a family member or other representative present with the patient, provided to the nurse at the bedside to be given to the patient or other representative for future review, or left with the patient's belongings for future review.

An Acknowledgement of Receipt describing which method of delivery was used will be documented on the Gerber Ambulance transport sheet.

A copy of the Notice of Privacy Practices will be posted in the crew quarters and the lobby.

## REASONABLE PRECAUTIONS

Hospitals and providers must take reasonable steps to make sure that protected health information is kept private. The government knows, however, that it is impossible to guarantee the privacy of PHI in all situations.

Certain activities are permitted, for example:

- ❖ The release of information necessary to provide care or treatment to the patient in person, via radio, or telephone to the hospital, other health care provider or the dispatch center
- ❖ A physician or nurse talking about a patient's condition or treatment over the phone or in a reasonably private area with the patient, family or other provider

Reasonable efforts must be made to protect the patient's privacy, such as using lowered voices or talking in a place apart from other people - patient care discussions should not occur in elevators.

Organizations will be creating appropriate policies, procedures and systems to protect a patient's privacy. These include selecting a privacy coordinator, providing privacy training for the workforce, and identifying sanctions to deal with privacy violations.

## **ROLES AND RESPONSIBILITIES**

Successful compliance with the HIPAA Privacy and Security Standards involves creating systems that limit access to protected health information to the minimum amount necessary for staff to perform their job functions and to protect the availability and integrity of such information.

All Gerber Ambulance Service Operational Staff, Ambulance Operations Observers, Billing Personnel, Management Staff and Administrators employee are responsible for protecting each patient's privacy by following the guidelines below:

- ❖ Do not leave patient information in places where other people can see it if they have no need to know the information to perform their job. If PHI is left out, do not read through it - cover it or put it away in its appropriate place.
- ❖ Ensure that all areas used to store PHI are properly secured. Ensure that only authorized personnel have access to these locations.
- ❖ Keep paper records related to patients out of publicly accessible areas. Keep lab reports, correspondence and other items regarding patients out of common areas.
- ❖ Only access confidential information if you have a need to know it to do your job. One should view medical records only on those patients they are treating or caring for.
- ❖ Dispose of PHI properly – Must be shredded only (save in confidential transport container for shredding upon return to station).
- ❖ When faxing PHI to someone else, indicate the FAX is confidential. Call and advise the receiving party when it is ready to send. Ask the individual to stand by to intercept the document and confirm receipt.
- ❖ Be aware that violations of privacy or security policies and procedures are subject to disciplinary action.
- ❖ Understand the law and comply with Gerber Ambulance Service's policies and procedures. If an issue is found, report the problem to the immediate supervisor or Privacy Compliance Officer.
- ❖ Log off of the computer terminal when you leave the computer station or after you have obtained the necessary data.
- ❖ Do not share computer passwords or leave them out where they can be seen. Change passwords at least every 90 days.
- ❖ Ensure all computers and laptops used to access electronic PHI are properly secured.
- ❖ Be aware of your departmental contingency plans should the computers or other automated systems used for patient care go down.

## TREAT THE PATIENT'S INFORMATION THE WAY YOU WOULD WANT YOUR OWN PERSONAL INFORMATION

### DISCLOSURE

Protected health information may only be used and disclosed for purposes of treatment, payment and health care operations. PHI may NOT be used or disclosed for any other purposes, unless the patient reads, dates and signs an authorization form allowing the release of information. Authorization forms may be obtained from the Compliance Officer.

A limited number of exceptions to disclosure authorizations is permitted when there is an overriding public health or governmental risk or activity, or in reporting abuse or neglect or for judicial and law enforcement purposes.

### PATIENT'S RIGHTS TO PHI

With a few exceptions, patients have the right to access, inspect and copy their health information. Requests must be granted within 30 days if the information is located on-site, and within 60 days if the information is located off-site. The provider may charge the patient for the actual cost of making copies of the health information.

There are some exceptions to the patient's right to access PHI. Before the health information is released to the patient, any element that falls under one of the exceptions should be identified and removed or covered up in a way that they cannot see it. The exceptions include:

- ❖ Psychotherapy notes
- ❖ Information that a health care professional determines could be harmful to the patient
- ❖ Information compiled for use in a civil or criminal trial or administrative proceeding

If access to some of the health information is denied by a health care Professional because it might cause substantial harm, then the patient has the right to request a review of the decision, by another licensed health care provider who did not participate in the original decision. The health care provider must do what the reviewing professional's decision says must be done. Other than these exceptions, access cannot be denied to the patient for as long as the provider maintains the health information in a designated medical record.

If the patient reviews the PHI and does not agree with the content, an amendment may be filed. The request may be denied if the information is already accurate and complete, was not created by the provider or if the provider is not available to act on the request, and if the information is not accessible to the patient under HIPAA's access rules. If a request for amendment is denied, the provider must inform the patient about his/her options regarding future disclosures of the disputed information.

Patients may request limits on the use and disclosure of their protected health information. For example, a husband or wife might request that his or her PHI not be disclosed to the spouse, or to any family member. Agreement to a request is not required, but if agreed, the provider must limit those disclosures. The exception is in emergency situations. Any restriction that is agreed to must be documented and maintained in the medical record for at least six years.

## **SPECIAL ISSUES**

PHI may be disclosed to business associates without patient authorization if there is a HIPAA compliant written contract. Business associates are companies or people that do services for a provider. A business associate might also perform, or assist with the performance of some activity the provider needs done. Examples might include collection agencies, vendors, and consultants. Protected information may be disclosed to business associates if there is a written contract that the business associate will appropriately safeguard the information.

Patient authorization is not required for PHI uses and disclosures for health care operations. The definition of health care operations includes the use of demographic information and the date health care was rendered.

Parents of minors have access to and control of the protected health information about their children under the Privacy Rule. Exceptions apply when the minor is emancipated or self sufficient, in which case the minor controls access to his/her own PHI.

The same set of HIPAA authorization requirements also apply to research uses and disclosures of PHI. Authorizations for research may be combined with an informed consent to participate in the research study or any other legal permission related to research. In the design of the research study an adequate plan to protect the patient identifiers from improper use or disclosure and written assurance that the PHI will not be used or disclosed to a third party except as required by law or permitted by an authorization shall be documented.

## **ENFORCEMENT**

The US Department of Health and Human Services Office of Civil Rights is responsible for enforcing compliance with the HIPAA standards. There is no provision of HIPAA allowing patients to sue organizations and/or individuals for violations of the law, but they may have the ability to sue under state laws. Penalties for violating HIPAA laws range from civil fines to criminal penalties such as imprisonment.

### **A. Civil Penalties**

Individuals may be fined \$100 for each violation (not to exceed \$25,000 per calendar year) when a person knew or should have known about the violation(s).

### **B. Civil/Criminal Penalties for individuals and/or organizations:**

Fines of up to \$50,000 and/or imprisonment for up to one year for knowingly Using PHI inappropriately;

Fines of up to \$100,000 and/or imprisonment for up to five years for inappropriately accessing PHI under false, pretenses; and

Fines of up to \$250,000 and/or imprisonment for up to 10 years for any person or entity knowingly disclosing or obtaining PHI for the purpose of doing malicious harm or for commercial or personal gain.

**CONCLUSION**

Protected health information may only be used and disclosed for purposes of treatment, payment, and health care operations unless authorized by the patient or allowed by law. Protecting PHI is *everyone's* responsibility. We can all be patients at one time or other. How would you feel if your own health information were used in a way that was harmful to you or your family? If you have a question about the proper way to handle a patient privacy situation, ask your supervisor or manager. When each of us assumes responsibility for protecting the health information of others, we are more likely to be in compliance with HIPAA.

PRIVATE HEALTHCARE INFORMATION  
RELEASE FORM

I \_\_\_\_\_ give my permission for Gerber Ambulance  
Patient's Name  
 Service to release my private health care information to \_\_\_\_\_  
Name and Relationship

My Name is: \_\_\_\_\_

My Date of Birth is: \_\_\_\_\_

My Social Security Number is: \_\_\_\_\_

\_\_\_\_\_  
 Patient's Signature

\_\_\_\_\_  
 Date

19. Attach a copy of the Proposer's "Proposed Operating Budget" for the service to be provided in this submission. Include costs for:

- a) Personnel
- b) Vehicles
- c) Medical Equipment and Supplies
- d) Capital expenses (New for this project)
- e) Proportionate share of ongoing expenses
- f) Include estimated revenues.

**(Attachment 20a for "Proposed Operating Budget")**

**Note:** "Estimated Revenues" are located in envelope for Proposal – Attachment 2 "Audited Financial Statements" within the "Original Copy" of the Proposal.  
This information is considered "Confidential".

20. Please provide the names of all hospitals and fire departments, for which you are supplying or have supplied ambulance services in the past 10 years.

Name of Hospital/ Fire Department	Address	Person to contact	Telephone No.	Start Date	Expiration Date
<b>City of Torrance Fire Department</b>	1701 Crenshaw Blvd. Torrance, CA 90501	Fire Chief, William Racowski	(310) 781-7000	7/1/1998	Current
<b>Santa Monica Fire Department</b>	333 Olympic Drive Santa Monica, CA 90401	Deputy Chief, Bruce Davis	(310) 458-8670	7/1/2004	Current
<b>Providence Little Company of Mary</b>	4101 Torrance Blvd. Torrance, CA 90503	Cathy Harren	(310) 540-7676	7/1/1983	Current
<b>Providence San Pedro Med. Ctr.</b>	1300 W. 7th Street San Pedro, CA 90732	Mary Jane Jones	(310) 514-5424	7/1/1983	Current
<b>Torrance Memorial Medical Center</b>	3330 Lomita Blvd. Torrance, CA 90505	Dr. Gerald Reich	(310) 325-9117	7/1/1983	Current
<b>UCLA Medical Cntr. Santa Monica</b>	1250 Seventeenth St Santa Monica, CA 90404	Dr Ghurabi	(310) 785-7291	7/1/2003	Current
<b>UCLA Medical Center R. Reagan</b>	757 Westwood Plaza. Los Angeles, CA 90095	Ann McNeil	(310) 267-9577	7/1/2000	Current
<b>Emergency Medical Services Agency</b>	10100 Pioneer Road Santa Fe Springs, CA	Cathy Chidester	(310) 781-7000	7/1/1998	Mutual Aid
<b>City of Redondo Fire Department</b>	415 Diamond St. Redondo. Bch, CA 90277	Fire Chief, Dan Madrigal	(310) 372-1171	7/1/1998	Mutual Aid
<b>City of El Segundo Fire Department</b>	350 Main St. El Segundo, CA 90245	Fire Chief, Kevin Smith	(310) 524-2234	7/1/1998	Mutual Aid
<b>City of Manhattan Beach Fire Dept</b>	1400 N. Highland Ave. Manhattan Bch, CA 90266	Fire Chief, Ken Shuck	(310) 802-5203	7/1/1998	Mutual Aid
<b>City of Hermosa Beach Fire Dept.</b>	1315 Valley Dr. Hermosa Bch, CA 90254	Fire Chief, David Lantzer	(310) 318-0239	7/1/1998	Mutual Aid

21. Please provide information regarding your company's current contracts for ambulance services.

Name of Agency	Start Date	Expiration Date	Dedicated Units Required by Contract:	
			Quantity	Type
<b>City of Torrance Fire Department</b>	<b>7/1/1998</b>	<b>6/30/2011</b>	<b>Five (5)</b>	<b>Modular Type III</b>
<b>City of Santa Monica Fire Department</b>	<b>9/1/2004</b>	<b>8/31/2011</b>	<b>Four (4)</b>	<b>Modular Type III</b>

22. How many years have you been in business as an Ambulance Service Provider?

23 years.

23. History of the Proposer as a sole company and after merging/partnering with other companies (include years of each combination).

**Gerber Ambulance Service is a privately held California Corporation. Founded in 1988 in the City of Torrance, Gerber Ambulance Service has never merged or partnered with another business entity. Since that time Gerber Ambulance Service has grown from a four person operation with two ambulances to a total of 186 employees and 27 ambulances and has always been headquartered in Torrance.**

---



---



---

24. List name, address, and share of ownership of all owners of the proposing company.

**Robert H. Gerber (100% Ownership)**

**19801 Mariner Ave, Torrance CA 90503**

---

---

---

---

---

25. List names of all organizations, corporations, or firms, for which the proposing corporation/firm holds controlling or financial interest.

**N/A**

---

---

---

---

---

26. Explain any previous or current litigation involving the proposing company, or any principal officers, in connection with any contracts or proposals for emergency ambulance services.

**N/A**

---

---

---

---

---

---

---

---

27. Explain any failure or refusals by the Proposer to fulfill the requirements of a contract for emergency ambulance service or any other ambulance service contract.

**N/A**

---

---

---

---

---

---

---

---

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

**Torrance Fire Department - 1701 Crenshaw Blvd, Torrance, CA 90501 - Chief Racowski: (310) 781-7000**

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

**Santa Monica Fire Department - 333 Olympic Dr., Santa Monica, CA 90401 - Chief Davis: (310) 458-8670**

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

---

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Vendor Name: GERBER AMBULANCE SERVICE

## RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different then what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number in the space below.
Service Area	✓		
Ambulance Staffing and Personnel Training	✓		
Response Times Compliance	✓		
Ambulance and equipment requirements	✓		
Telephone lines requirement	✓		
Facilities	✓		
Inspection and Maintenance of facilities and equipment	✓		
Hospitals to be used	✓		
Safety	✓		
Situation control	✓		
Permits and Licenses	✓		
Legal Compliance	✓		
HIPAA Compliance	✓		
Exclusive Right	✓		
Contractor's maximum allowable charges	✓		
City's fees and patient billing by Contractor	✓		
Medicare billing and pass through	✓		
Medical supplies reimbursement		✓	
Work with City's collection agency & reconcile billing	✓		
"Dry runs"	✓		
Records and Reports	✓		
Contract Period and Renewal	✓		
Termination	✓		
Other RFP terms	✓		
Agreement Terms and Conditions	✓		

(Attachment 24a)  
"RFP Submittal requirement and Acknowledgment"  
On Page 24

**Medical Supplies Reimbursement** - Column "B" on page 24 was checked.  
The following is Gerber Ambulance Service's proposal of change to RFP #B2011-11.

Currently, Gerber Ambulance Service is paying TFD \$23.00 for the Medical Supply Fee whether it is collected or not.

Suggested Options for Supply Fee Adjustment:

(Option #1) - Leave Supply Fee as a line item for \$23.00 on Gerber Ambulance Service's invoice, and TFD receives from Gerber the actual amount collected.

(Option #2) - Move the Supply Fee as a line item for \$23.00 to the City of Torrance Fire Department's invoice, and TFD receives the actual amount collected.

(Option #3) - Beginning the first year of the contract, reduce the unpaid patient's Supply Fee of \$23.00, which is currently paid by Gerber, by 50% (\$11.50). Then, at the start of the second year, fully install either Option #1 or Option #2.

Gerber Ambulance Service remains open to other suggestions or options concerning the "Medical Supplies Reimbursement".

Signature

  
Michael D. Wade, *Contracts Manager*  
Gerber Ambulance Service

Vendor Name: GERBER AMBULANCE SERVICE

**Submittals:** Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Proposer's Response (Section III of this document)	✓
Proposer's Affidavit (Attachment 1)	✓
Audited Financial Statements (Attachment 2)	✓

## EXHIBIT C

### Revision to Proposal

CONTRACTOR agrees to revise, modify, and clarify its Proposal in the following areas:

(1) CONTRACTOR agrees to pay the \$23.00 Medical Supply Reimbursement Fee to CITY for each patient transported whether or not CONTRACTOR collects the \$23.00 Medical Supply Reimbursement Fee from the patient or the patient's insurance company.

(2) CONTRACTOR will upgrade its current dispatch to industry standards by purchasing and installing a Computer Aided Dispatch (CAD) with integrated billing. This will result in decreased and more accurate response times with a faster selection of the closest, most appropriate resources, decreased time to billing and increased accuracy and accountability. Zoll RescueNet Dispatch and Zoll RescueNet Billing are examples of the industry standard in terms of quality and reliability.

(3) All equipment required by the RFP (including but not limited to the CAD system and the AVL system) will be purchased, installed, and operational by 12:00 a.m. on November 1, 2011.

If there is a conflict between CONTRACTOR's Proposal and the items listed above in this EXHIBIT C, then EXHIBIT C will control.

**Sullivan, Patrick**

---

**From:** Beverlylawcorp [beverlylawcorp@aol.com]  
**Sent:** Sunday, October 09, 2011 3:33 PM  
**To:** Sullivan, Patrick  
**Cc:** gerberruns@aol.com  
**Subject:** Re: Draft Agreement with Gerber

Pat: Here is a brief memo addressing what I think are some fairly significant issues regarding your draft of the agreement. I will be in Indio starting Tuesday the 11th. Take a look at these and let's talk when I get back. BB.

-----Original Message-----

From: Sullivan, Patrick <PSULLIVAN@TorranceCA.gov>  
To: 'beverlylawcorp@aol.com' <beverlylawcorp@aol.com>  
Sent: Tue, Oct 4, 2011 4:09 pm  
Subject: Draft Agreement with Gerber

Bill

Here is a draft of the agreement with Gerber for the meeting tomorrow. Fire Department staff is still reviewing the draft, but I wanted to get it out to you.

Patrick

**Patrick Q. Sullivan**

Assistant City Attorney

Office of the City Attorney

City of Torrance | 3031 Torrance Boulevard | Torrance CA 90503 | 310.618.5817 voice | 310.618.5813 fax |  
PSullivan@TorranceCA.Gov | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**This email contains material that is confidential, privileged and/or attorney work product for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.**

Patrick: following are the highlights of my concerns about the contract in the present form:

Section 3. A. Second paragraph - refers to the provision by City of dispatching services to fulfill our obligations under the agreement. Because the eight (8) minute response time is such a critical component of the agreement (by incorporation of the RFP documents), I think that a little more is needed here. For example I think we need to specify when the 'clock starts' and how start times are triggered. For example, Chief Hansen mentioned that there would be a "one minute" allowed 'roll-out' time. I don't know where that came from, i.e. if that is an objectively verifiable policy or contract term or if it was his personal opinion. Either way, it needs to be cleared up. McCormick stated in the pubic presentations that their typical 'roll-out' time was two (2) minutes, which we believe is a more realistic figure. Therefore, we need a definite defined start-time, a two minute rollout allowance and an eight minute arrival time. Let's talk about how to incorporate these vital time frames into the agreement so we don't have disagreements later.

Section 3. B. - I would add "or as hereafter modified by the City Council".

Section 4. A. - What you have prepared here is a thirty (30) day agreement, not a three year agreement. It is unfair to ask the provider to spend money and acquire equipment and then retain a one month right to cancel. Your answer will be that "it was in there before" and my answer is "I wasn't involved then". Cancellation without cause is inappropriate. You do retain the "with cause" provisions.

Section 6. - don't see why this is in here.

Section 15. - the agreement has the contractor indemnifying the City from their own negligence unless the City is 100% at fault. That will not fly because CGIL policies exclude 'contractual indemnity'. Liability should be proportional to fault.

Exhibit "C" - Section (3) is contrary to what was stated by the mayor and the City Manager. The contract has been signed and payment made. Installation will not be complete until Mid-November due to the schedules of the ZOLL IT people. That is beyond our control, and the council and staff recognized that might be a problem. You may want to go back and listen to the tape on that point.

RFP B2011-11

RFP to Provide Ambulance and Patient Billing Services for the Torrance Fire Department

## SECTION II TECHNICAL REQUIREMENTS

### Introduction:

The City of Torrance is requesting proposals from qualified vendors for ambulance and patient billing services for the Torrance Fire Department.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

### General Requirements:

Contractor shall provide adequate personnel trained in accordance with the California Health and Safety Code and California Administrative Code, Titles 13 and 22; and shall provide adequate ambulances as specified, equipped with red lights and sirens in accordance with the California Vehicle Code and the California Administrative Code to respond to all requested emergency and non-emergency calls from the City's Fire Department at the rates set forth in the subsection below. Contractor will assume the responsibility of billing for the City the City's Advanced Life Support fees.

### Scope of Services:

1. The Service Area for purposes of this solicitation is the corporate boundaries of the City of Torrance; provided, however, that occasionally the City Fire Department personnel respond to incidents outside the City.
2. Contractor shall provide a minimum of one (1) trained Ambulance Driver and one (1) trained Ambulance Attendant, as defined in the California Health and Safety Code and Titles 13 and 22 of the California Administrative Code, and as specified in Permits and Licenses below for each ambulance operated within the City of Torrance.
3. Contractor shall respond to all emergency calls received from the City's Public Safety Communications Center within eight (8:00) minutes ninety-two percent (92%) of the time. In any case where the estimated response time exceeds eight (8:00) minutes, Contractor shall give notification of such fact to the requesting individual(s) at the time the emergency call is received. (Response time is elapsed time from the time ambulance dispatch receives the information to the time first ambulance unit arrives on scene.)
4. Contractor shall provide the following equipment for the performance of this proposal:
  1. Contractor shall have five (5) ambulances dedicated solely to the Torrance Fire Department on a twenty-four (24) hour basis.

Contractor shall equip the ambulance units dedicated to Torrance with the following equipment specified by the Torrance Fire Department: 1) a 2-way radio using Torrance Fire Department frequencies; and 2) radio and Automatic Vehicle Locator (AVL) equipment to connect to the City's Public Safety Communications Center Computer-Aided Dispatch System ; 3) a mobile computer system that has the ability to send & receive incident info and update vehicle status into the City's Public Safety Communications Center CAD. Any needed tech support will be provided by an outside contractor or can be contracted with the city for a fee. Contractor shall identify the ambulances with the specific unit identifier assigned by the Torrance Fire Department. This identifier will be used by Contractor dispatchers and City of Torrance dispatchers to dispatch the ambulances and in all communications. Contractor shall incur all associated cost.

2. During the hours of 7 a.m. to 7 p.m., Contractor shall maintain in good condition and shall have available a minimum of sixteen (16) Type III ambulances, as defined under DEFINITIONS, to answer each and every call from the Fire Department. During the hours of 7 p.m. to 7 a.m., Contractor shall maintain in good condition and shall have available a minimum of eight (8) Type III ambulances to answer any call from the Fire Department in the City. The minimum requirements for sixteen and eight ambulances include the five dedicated ambulances in 4.1.
3. In addition to the ambulances required above, Contractor shall provide a minimum of six (6) additional backup ambulances (22 total) to respond to any location in the City of Torrance when the assigned units are committed to prior calls within a twelve (12)-minute response time; fourteen (14) additional backup ambulances (30 total) to respond within a twenty (20)-minute response time; and twenty (20) additional backup ambulances (36 total) to respond within a thirty (30) minute response time. The ambulances may be Type I, II or III.
4. Within twenty (20) minutes notification by the Torrance Fire Department, Contractor shall be prepared to provide a qualified supervisor at the scene of a multiple casualty event to assist the City in coordination of rescue activities.
5. Contractor must provide ambulances that meet the requirements of United States Department of Transportation Standards KKK-1822-A for Type III ambulances. Once the National Fire Protection Association standard NFPA 1917 is adopted, it shall supersede the US DOT Standards KKK-1822-A. Contractor must provide ambulances that meet the requirements of the National Fire Protection Association standard NFPA 1917 upon its adoption.
6. Contractor must obtain and maintain ambulances that meet the standards of the State of California and will pass a state-level vehicle maintenance inspection at all times.
7. Contractor shall not transport any sick, injured, convalescent, infirm or otherwise incapacitated person except in an ambulance where there are present an ambulance driver and an ambulance attendant, both of whom possess the required certificates and licenses, unless otherwise directed by City.
8. Contractor must obtain, install, and pay the monthly cost of separate telephone line(s) directly connecting its dispatch center (and the dispatch center of its subcontractor(s) if any) with that of City's Public Safety Communications Center, which telephone line(s) shall be operative 24 hours a day, 7 days a week.
9. Contractor shall establish and maintain a minimum of one facility within Torrance city limits.
10. Inspection:  
The City shall have the authority, but not the obligation, to inspect all real property owned or operated by Contractor and all vehicles used or available for use in carrying out this Agreement. Said vehicles shall comply with all requirements set forth by the State of California, the County of Los Angeles, and the City of Torrance. Failure to permit such inspection shall be grounds for terminating this Agreement.
11. Maintenance of facilities and equipment:  
Throughout the term of this Agreement, the Contractor shall maintain in a neat and clean manner and in good condition the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of these specifications.
12. Hospitals to be used under the Agreement include, but are not limited to:
  - (1) Harbor UCLA Medical Center
  - (2) Kaiser Permanente - Harbor City
  - (3) Providence Little Company of Mary Medical Center Torrance
  - (4) Long Beach Memorial Hospital
  - (5) Memorial Hospital of Gardena
  - (6) Providence Little Company of Mary Medical Center San Pedro
  - (7) St. Mary Medical Center
  - (8) Torrance Memorial Medical Center

Ambulances shall transport the person or persons to these medical facilities or to such other medical facilities as specified by the Fire Department.

13. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and services in connection with the services provided under this Agreement. Contractor shall provide all reasonable protection and precaution to prevent damage, injury or loss to persons receiving services under this Agreement and their property, including but not limited to the following:
  1. Individuals at the response site or individuals in the process of being transported, as well as persons who may be affected by the service thereby, including employees of the City;
  2. All the materials and equipment at the response site;
  3. All the property of the person being treated or transported.
14. City's Fire personnel shall have complete situation control, including the care and treatment of persons at the scene of an emergency. All services provided by Contractor shall be in support of that control until such time as the City Fire personnel relinquish such control, and Contractor assumes control of the sick or injured person or persons for the purpose of transporting that person or persons to a medical facility. In the event Contractor responds to a request for transportation from City's Public Safety Communications Center and no City Fire personnel are present at the scene, Contractor personnel shall assume situation control for the care and treatment of sick or injured persons until Fire personnel arrive.
15. Contractor shall be responsible for the training and education of its personnel, including all applicable policies, procedures, and guidelines from Torrance Fire Department. Contractor shall make available to City a copy of each current EMT-1 certification of ambulance personnel upon request.

16. Permits and Licenses:

Every ambulance driver shall at all times possess any and all valid California certificates and licenses to operate an ambulance as required by the State of California and the County of Los Angeles.

Every ambulance driver and every ambulance attendant shall possess an Emergency Medical Technician I or II License issued by the County of Los Angeles or by a school approved by the State of California or be a California licensed Emergency Medical Technician - Paramedic, accredited in Los Angeles County.

A physician or registered nurse licensed by the State of California and employed as an ambulance driver or attendant shall be excused from the Emergency Medical Technician certification.

Every ambulance driver and ambulance attendant shall maintain said certificates and licenses and all other certificates and licenses that are now or hereafter required by law in full force and effect and shall carry such credentials at all times while engaged in ambulance service in the City.

If at any time a certificate or license required of an ambulance driver or ambulance attendant is suspended, revoked, restricted or otherwise ceases to be in full force and effect, Contractor shall notify City of this fact within twenty-four (24) hours and such employee shall not be permitted to work in Torrance. Contractor shall replace said driver or attendant at once.

Contractor shall obtain, and at all times this Agreement is in effect shall possess, all permits and licenses and pay all charges and fees necessary and incidental to the lawful operation of the ambulance service.

17. Legal Compliance:

Contractor will ensure compliance with all applicable federal, state, and local laws and protocols, including, but not limited to:

- a. California Health & Safety Code, Division 2.5
- b. California Code of Regulations, Title 22, Division 9, Chapter 2
- c. Los Angeles County EMS Agency Policies, Procedures, Treatment Guidelines
- e. California Vehicle Code
- f. City of Torrance Municipal Code
- g. Non-Collusion Affidavit

8. Compliance with Health Insurance Portability and Accountability Act of 1996:

In the performance of its duties under this Agreement, Contractor specifically agrees it is knowledgeable of and will comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

19. Exclusive Right:

Contractor will be the exclusive provider of Ambulance Services to the City except in unusual circumstances when in the sole discretion of Torrance Fire personnel, it is in the best interest of the patient to use alternative means to transport the patient.

20. Contractor shall provide transportation for sick or injured persons under emergency or non-emergency circumstances within the City of Torrance limits. Each time Contractor dispatches an ambulance to transport one or more persons in response to a request from the Fire Department, the cost of such ambulance transportation and related services shall be charged to the person or persons transported or such other person who is legally responsible for the person or persons transported. The maximum and only allowable fees that the Contractor may charge for such transportation and related services are as follows:
1. Base-Response Charge: The fee charged for this service may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time, less \$17.00. (i.e., County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00)
  2. Mileage: The fee charged for mileage (from location of patient to hospital) may not exceed the General Public Ambulance Rate set for mileage by the County of Los Angeles as such rate may be amended from time to time.
  3. Oxygen and oxygen cannula/mask: The fees charged for oxygen and an oxygen cannula/mask may not exceed the General Public Ambulance Rates set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
  4. Code 2 Response or Transport Fee: The fee charged for a Code 2 Response or Transport may not exceed the General Public Ambulance Rate set for this service by the County of Los Angeles as such rate may be amended from time to time.
  5. Backboard, splints, KED: The fee charged for a backboard, splints or KED may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
  6. Bandages, dressings: The fee charged for bandages and dressings may not exceed the General Public Ambulance Rate set for this equipment by the County of Los Angeles as such rate may be amended from time to time.
21. Contractor will assume the responsibility of billing for the City the Paramedic Advanced Life Support (ALS) Emergency Response and Transport Fee minus the Base-Response Charge less \$17.00 and the Code 3 Response or Transport Fee, in conjunction with its billing procedures. These fees will be billed when the patient is transported with Torrance Fire Department (TFD) paramedic accompanying the patient to the medical facility. The fees charged for these services may not exceed the County of Los Angeles General Public Ambulance Rate set for each of these services as such rates may be amended from time to time (i.e., County of Los Angeles rate for response to call with equipment and personnel at a ALS level minus [County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00]; and the County of Los Angeles rate for Code 3 used during response or transport per incident).
22. In addition to the fees in Paragraph 21 above, the Contractor will assume the responsibility of billing for the City the ALS assessment fee when the patient is assessed by a TFD paramedic who determines it is not necessary to accompany the patient to the medical facility and releases the patient for transport without paramedic accompaniment. The ALS assessment fee is indexed to and may not exceed the County of Los Angeles General Public Ambulance rate set for such services: ALS rate minus BLS rate less \$17 (i.e., County of Los Angeles rate for response to call with equipment and personnel at a ALS level minus [County of Los Angeles rate for response to call with equipment and personnel at a BLS level less \$17.00]).

23. Multiple Patient Loads: For each additional patient carried by one ambulance at the same time, the Contractor may add fifty percent (50%) of the base rate and mileage rate set forth above. The total charges, other than special patient services, shall be divided equally among the patients.
24. Contractor will perform all billing services including sending a minimum of four collection notices within a fifty-day period. The above City fees will be billed on separate bills and collected separately; all bills shall be itemized. Contractor will bill and collect all accounts in accordance with current practices of Contractor or as otherwise reasonably directed by City. Billing methods and techniques shall comply with all applicable federal, state, and local billing laws. Contractor will remit all fees collected to the City within seven days of receipt along with a Payments Received report detailing each patient from whom a payment was received. There will be separate reports for the collected ALS Emergency Response and Transport fees; the ALS Assessment fees, Medicare payment (broken down by ALS assessments vs. Response and Transport), and fees collected by the collection agency. The Contractor will present the City with a monthly statement setting forth the monthly total of fees billed and all sums remitted. Required information on the Contractor's deposit reports and monthly statements also includes the incident number, date of ALS service, invoice #, insurance information (i.e., Blue Cross, Medicare, Medi-Cal, Private Pay), amount billed, total payments received, and balance. Upon request, Contractor will provide revenue report summarizing the revenues billed and collected for ALS services by category of payor ( i.e., Commercial Insurance, Private Pay, Medicare, etc.)
25. Contractor agrees to accept assignments of fees from Medicare, MediCal or third-party insurance as full payment. When billing Medicare for Medicare patients in ALS transports; Contractor will bill at the ALS rates and pay to the City the difference between Medicare ALS and BLS rates. Fees accepted from Medicare, MediCal or third-party insurance may not exceed the maximum rates allowed. Contractor will accept first, second, and third-party billing and will not require patient payment prior to insurance payment. Contractor will, if necessary and reasonable, allow patients to make interest-free payments on bills for services.
26. Contractor shall make best efforts to collect the maximum amount possible for all billed ALS Services. Contractor shall work with City's collection agency and reconcile the fees collected by the collection agency in the billing reports.
27. Contractor will not be compensated by the City for its services. Contractor will be compensated solely by billing patients, both residents and non-residents, for ambulance-related services provided by Contractor in the City according to the rates established in paragraph 20.
28. Pursuant to Title 42 United States Code Sections 1320-a-7b(b), as consideration for Contractor's agreement to provide billing services for City, City shall provide Contractor with the use and support of dispatching services necessary to fulfill the obligations of this Agreement. The parties agree that the value of the services each party renders to the other shall be deemed equivalent and neither party shall owe the other party any further monetary consideration.
29. For each patient transported, the Contractor shall pay the Torrance Fire Department (TFD) the sum of \$23.00 as reimbursement for medical supplies and services provided by TFD regardless of what Contractor actually collects from the patient. TFD reports of transported patients shall serve as the basis for calculating the monthly payment. TFD shall present a statement monthly to Contractor for the amount of fees. The fees shall be due and payable immediately on receipt of the statement and an interest rate of 1% per month shall be paid on all amounts 30 days past due.
30. The City shall not be liable for payment of any of the transportation and related services in the event Contractor is unable for any reason to collect from the person responsible for such payment. It shall be the sole responsibility of the Contractor to obtain payment due for service rendered. The City shall incur no obligation, financial or otherwise, for the services rendered.
31. There shall be no charge when the Contractor is requested to transport a person in the custody of the City to a medical facility. Such transport shall not use any of the five dedicated ambulances for the City of Torrance unless the transport request is via the 911 system. There shall be no charge for any "dry run."

32. Rates set forth herein shall remain in effect throughout the term of the contract with City unless changed or modified by the City Council of the City of Torrance for good cause.

Contractor shall be able to originate and keep all records and reports as may be required by the State, County and City. Contractor shall submit all records and reports as required or requested to the State, County, or City. City has the right to review and audit these records and reports at any time. All books, records and reports relating to the performance and fees collected in connection with this Agreement shall be kept by the Contractor in a recognized accounting method and retained for a period of three years after the term of the Agreement. These books, records, and reports shall be available to City for review and audit at reasonable times upon notice by City.

33. Performance:

The Contractor shall perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as best effort to obtain and keep the confidence of the community. Any failure by the City, at any time, to enforce or require the strict performance of the terms, covenants or conditions, shall not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.

### **Proposal Submittals:**

Each proposal must contain:

- Proposer's Response (Section III of this document)
- Proposer's Affidavit (Attachment I)
- Audited Financial Statements (Attachment II)

The attached Agreement is the agreement that the selected Proposer will sign subsequent to award. The successful Proposer must be able to comply with the attached Agreement.