

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

AGREEMENT FOR PROVISION OF
9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
TRANSPORTATION AND RELATED SERVICES
BETWEEN
COUNTY OF ORANGE
AND
EMERGENCY AMBULANCE SERVICE, INC.
EXCLUSIVE OPERATING AREA A
JUNE 1, 2015 THROUGH MAY 31, 2020

THIS AGREEMENT entered into this 1st day of June, 2015, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY), and EMERGENCY AMBULANCE SERVICE, INC. (CONTRACTOR). The Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H :

WHEREAS, COUNTY desires to assure the availability of 9-1-1 Basic Life Support (BLS) Emergency Ambulance Response, Transportation, and other related services for all Patients within Exclusive Operating Areas (EOAs); and

WHEREAS, Health and Safety Code §1797.224 authorizes the local Emergency Medical Services Agency to develop an emergency medical services system and create EOAs provided a competitive process is utilized to select providers of the services pursuant to the local EMS Plan; and

WHEREAS, the COUNTY desires an exclusive, performance-based contract to assure providers with state sanctioned anti-trust protection and uniform, reliable emergency ambulance transportation services within EOAs; and

WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance response, transportation and related services to COUNTY upon the terms and conditions set forth in the Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

//
//
//
//
//
//

CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
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	//
	Title Page..... 1
	Contents..... 2
	Referenced Contract Provisions 4
	I. Acronyms 6
	II. Alteration of Terms 7
	III. Compliance 7
	IV. Confidentiality..... 10
	V. Delegation, Assignment and Subcontracts..... 10
	VI. Employee Eligibility Verification 11
	VII. Facilities, Payments and Services..... 11
	VIII. Indemnification and Insurance 12
	IX. Inspections and Audits 15
	X. Licenses and Laws 16
	XI. Nondiscrimination..... 17
	XII. Notices..... 19
	XIII. Records Management and Maintenance 19
	XIV. Severability..... 21
	XV. Status of Contractor 21
	XVI. Tax Liability..... 21
	XVII. Term 22
	XVIII. Termination 22
	XIX. Third Party Beneficiary 23
	XX. Waiver of Default or Breach..... 23
	Signature Page..... 24

CONTENTS

EXHIBIT A

1		
2		
3	I. Exclusive Operating Area Designation.....	1
4	II. Functional Responsibility	1
5	III. Medical Administration	2
6	IV. Operations	4
7	V. Emergency Response Communication Systems	16
8	VI. Facilities, Supplies, and Equipment	19
9	VII. Personnel	19
10	VIII. Data Management	21
11	IX. EMS System and Community	23
12	X. Administration Provisions	23

EXHIBIT B

13		
14		
15	I. Assorted County and EOA Maps	1

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //

REFERENCED CONTRACT PROVISIONS

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

Term: June 1, 2015 through May 31, 2020

Basis For Reimbursement: Revenue Agreement

Payment Method: One Time Payment and Quarterly Fees As Identified In Exhibit A

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, 6th Floor
Santa Ana, CA 92701

CONTRACTOR: Emergency Ambulance Service, Inc.
Philip E. Davis, President/CEO
3200 East Birch Street, Suite A
Brea, CA 92821
phildavis@emergencyambulance.com
(714) 990-1742

//
//
//
//
//
//
//
//
//
//
//
//

1 **CONTRACTOR's Insurance Coverages:**

2	3 <u>COVERAGE</u>	3 <u>MINIMUM LIMITS</u>
4	Comprehensive General Liability with	\$5,000,000 per occurrence.
5	broad form Property damage and	\$10,000,000 aggregate.
6	contractual liability	
7		
8	Automobile Liability, including coverage	\$5,000,000 per occurrence.
9	for Owned, non-owned and hired vehicles	
10		
11	Workers' Compensation	Statutory
12		
13	Employer's Liability	\$1,000,000 per occurrence
14		
15	Professional Liability	\$5,000,000 per occurrence or per claims
16		made.
17		
18	Sexual Misconduct Liability	\$1,000,000 per occurrence
19		
20	Performance Bond	\$1,250,000
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37	//	

I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CFR	Code of Federal Regulations
9	F. CHPP	COUNTY HIPAA Policies and Procedures
10	G. CHS	Correctional Health Services
11	H. D/MC	Drug/Medi-Cal
12	I. DHCS	Department of Health Care Services
13	J. DPFS	Drug Program Fiscal Systems
14	K. DRS	Designated Record Set
15	L. HCA	Health Care Agency
16	M. HHS	Health and Human Services
17	N. HIPAA	Health Insurance Portability and Accountability Act
18	O. HSC	California Health and Safety Code
19	P. MHP	Mental Health Plan
20	Q. OCJS	Orange County Jail System
21	R. OCPD	Orange County Probation Department
22	S. OCR	Office for Civil Rights
23	T. OCSD	Orange County Sheriff's Department
24	U. OIG	Office of Inspector General
25	V. OMB	Office of Management and Budget
26	W. OPM	Federal Office of Personnel Management
27	X. PADSS	Payment Application Data Security Standard
28	Y. PC	State of California Penal Code
29	Z. PCI DSS	Payment Card Industry Data Security Standard
30	AA. PHI	Protected Health Information
31	AB. PII	Personally Identifiable Information
32	AC. PRA	Public Record Act
33	AD. USC	United States Code
34	AE. WIC	State of California Welfare and Institutions Code

//

//

//

II. ALTERATION OF TERMS

This Agreement, together with Exhibits A and B attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

III. COMPLIANCE

A. COMPLIANCE PROGRAM – ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. Covered Individuals includes all contractors, subcontractors, agents, and other Persons who provide health care items or services or who perform billing or coding functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other Persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.

6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.

1 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
 2 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
 3 (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of
 4 this Agreement as to the non-complying party.

5 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 6 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
 7 Persons, as defined hereunder. Screening shall be conducted against the General Services
 8 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
 9 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

10 1. Ineligible Person shall be any individual or entity who:

11 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
 12 federal health care programs; or

13 b. has been convicted of a criminal offense related to the provision of health care items or
 14 services and has not been reinstated in the federal health care programs after a period of exclusion,
 15 suspension, debarment, or ineligibility.

16 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 17 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 18 Agreement.

19 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
 20 annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR
 21 shall also request that its subcontractors use their best efforts to verify that they are eligible to participate
 22 in all federal and State of California health programs and have not been excluded or debarred from
 23 participation in any federal or state health care programs, and to further represent to CONTRACTOR
 24 that they do not have any Ineligible Person in their employ or under contract.

25 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 26 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 27 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

28 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
 29 and state funded health care services by contract with COUNTY in the event that they are currently
 30 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
 31 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 32 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
 33 business operations related to this Agreement.

34 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
 36 Such individual or entity shall be immediately removed from participating in any activity associated with
 37 //

1 this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction CONTRACTOR
2 for services provided by Ineligible Person or individual.

3 7. CONTRACTOR shall promptly return any overpayments within forty-five (45) days after
4 the overpayment is verified by the ADMINISTRATOR.

5 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
6 and Provider Compliance Training, where appropriate, available to Covered Individuals.

7 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
8 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
9 representative to complete all Compliance Trainings when offered.

10 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
11 of employment or engagement.

12 3. Such training will be made available to each Covered Individual annually.

13 4. Each Covered Individual attending training shall certify, in writing, attendance at
14 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
15 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

16 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
17 by ADMINISTRATOR’s employees and contract providers.

18 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
19 ADMINISTRATOR’s Code of Conduct.

20 2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
21 made aware of ADMINISTRATOR’s Code of Conduct.

22 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or
23 establish its own provided CONTRACTOR’s Code of Conduct has been approved by
24 ADMINISTRATOR’s Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8.
25 below.

26 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its
27 Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

28 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of
29 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
30 asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.

31 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,
32 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
33 CONTRACTOR’s Code of Conduct.

34 7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then
35 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
36 CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.

37 //

1 8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's
 2 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
 3 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
 4 termination of this Agreement as to the non-complying party.

5 E. **MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

6 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 7 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 8 and are consistent with federal, state and county laws and regulations. This includes compliance with
 9 federal and state health care program regulations and procedures or instructions otherwise communicated
 10 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

11 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims
 12 for payment or reimbursement of any kind.

13 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
 14 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes
 15 which accurately describes the services provided and must ensure compliance with all billing and
 16 documentation requirements.

17 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
 18 coding of claims and billing, if and when, any such problems or errors are identified.

19
 20 **IV. CONFIDENTIALITY**

21 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
 22 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
 23 regulations, as they now exist or may hereafter be amended or changed.

24 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
 25 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
 26 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
 27 confidentiality of any and all information and records which may be obtained in the course of providing
 28 such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations
 29 or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized
 30 agent, employees, consultants, subcontractors, volunteers and interns.

31
 32 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 34 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
 35 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
 36 approved in advance and in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 37 they relate to the service or activity under subcontract, and include any provisions that

1 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 2 five (5) calendar days written notice to CONTRACTOR if the subcontract fails to meet the requirements
 3 of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall
 4 terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 5 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for
 6 subcontracts not approved in accordance with this paragraph.

7 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 8 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change
 9 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in
 10 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month
 11 period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted
 12 assignment or delegation in derogation of this paragraph shall be void.

13 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 14 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 15 change in the business structure, including but not limited to, the sale or transfer of more than ten percent
 16 (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a
 17 change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's
 18 directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted
 19 assignment or delegation in derogation of this paragraph shall be void.

20 21 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

22 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
 23 regarding the employment of aliens and others and to ensure that employees, subcontractors and
 24 consultants performing work under this Agreement meet the citizenship or alien status requirement set
 25 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
 26 subcontractors and consultants performing work hereunder, all verification and other documentation of
 27 employment eligibility status required by federal or state statutes and regulations including, but not
 28 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
 29 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
 30 covered employees, subcontractors and consultants for the period prescribed by the law.

31 32 **VII. FACILITIES, PAYMENTS AND SERVICES**

33 CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A
 34 to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement
 35 with at least the minimum number and type of staff which meet applicable federal and state
 36 requirements, and which are necessary for the provision of the services hereunder.

37 //

VIII. INDEMNIFICATION AND INSURANCE

1
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved by COUNTY and hold
3 COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and
4 agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY
5 INDEMNITEES) harmless from any claims, demands, including defense costs, or liability of any kind or
6 nature, including but not limited to Personal injury or property damage, arising from or related to the
7 services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If
8 judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because
9 of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
10 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
11 a jury apportionment.

12 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
13 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
14 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
15 Agreement have been complied with and to maintain such insurance coverage with COUNTY during the
16 entire term of this Agreement. In addition, all subcontractors performing work on behalf of
17 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and
18 conditions as set forth herein for CONTRACTOR.

19 C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
20 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
21 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
22 CEO/Office of Risk Management.

23 D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
24 Agreement, COUNTY may terminate this Agreement.

25 E. **QUALIFIED INSURER**

26 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
27 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
28 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
29 Key Rating Guide/Property-Casualty/United States or ambest.com)

30 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
31 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
32 reject a carrier after a review of the company's performance and financial ratings.

33 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
34 limits and coverage as set forth in the Referenced Contract Provisions of this Agreement.

35 G. **REQUIRED COVERAGE FORMS**

36 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
37 substitute form providing liability coverage at least as broad.

1 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
2 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

3 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
4 following endorsements, which shall accompany the COI:

5 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
6 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
7 Additional Insureds.

8 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is
9 primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
10 non-contributing.

11 I. All insurance policies required by this Agreement shall waive all rights of subrogation against
12 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
13 officers, agents and employees when acting within the scope of their appointment or employment.

14 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
15 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
16 elected and appointed officials, officers, agents and employees.

17 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar
18 days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium.
19 This shall be evidenced by policy provisions or an endorsement separate from the COI.

20 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
21 shall agree to maintain professional liability coverage for two years following completion of Agreement.

22 M. The Commercial General Liability policy shall contain a severability of interests clause also
23 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

24 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
25 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
26 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
27 protect COUNTY.

28 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
29 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
30 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
31 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
32 remedies. The procuring of such required policy or policies of insurance shall not be construed to limit
33 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
34 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

37 //

1 1. Performance Bond issued by an admitted surety licensed in the State of California and
 2 acceptable to the County, provided that the language of such bond shall recognize and accept the
 3 contract requirement for immediate release of funds to the County upon determination by the County,
 4 that the CONTRACTOR is in breach of the contract or County ordinance, and that the nature of the
 5 breach is such that the public health and safety are endangered, and recognizing that any legal dispute by
 6 the CONTRACTOR or the bonding company shall be initiated and resolved only after release of the
 7 performance security funds to the County; or

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

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

24 4. Failure of the CONTRACTOR to meet these requirements after the CONTRACTOR has
 25 been selected, and prior to the contract start date, shall result in forfeiture of the CONTRACTOR's
 26 contract award.

27 Q. The procuring of such required policy or policies of insurance shall not be construed to limit
 28 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
 29 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

30 R. SUBMISSION OF INSURANCE DOCUMENTS

31 1. The COI and endorsements shall be provided to COUNTY as follows:
 32 a. Prior to the start date of this Agreement.
 33 b. No later than the expiration date for each policy.
 34 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 35 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

36 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
 37 in the Referenced Contract Provisions of this Agreement.

1 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 2 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
 3 sole discretion to impose one or both of the following:

4 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 5 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 6 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 7 submitted to ADMINISTRATOR.

8 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 9 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 10 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 11 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

12 c. If CONTRACTOR is assessed a late penalty, the amount shall be added to
 13 CONTRACTOR's monthly invoice.

14 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 15 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 16 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

17 **IX. INSPECTIONS AND AUDITS**

18 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 19 of the State of California, the Secretary of the United States Department of Health and Human Services,
 20 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 21 access to any books, documents, and records, including but not limited to, financial statements, general
 22 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 23 pertinent to this Agreement, for the purpose of responding to a patient complaint or conducting an audit,
 24 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the
 25 Records Management and Maintenance paragraph of this Agreement. Such Persons may at all
 26 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 27 premises in which they are provided.

28 B. CONTRACTOR shall actively participate and cooperate with any Person specified in
 29 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 30 Agreement, and shall provide the above-mentioned Persons adequate office space to conduct such
 31 evaluation or monitoring.

32 C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of
 33 services.

34 **D. AUDIT RESPONSE**

35 1. Following an audit report, in the event of non-compliance with applicable laws and
 36 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
 37

1 as provided for in the Paragraph XVIII (Termination) or direct CONTRACTOR to immediately
 2 implement appropriate corrective action. A plan of corrective action shall be submitted to
 3 ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from
 4 ADMINISTRATOR.

5 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
 6 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
 7 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
 8 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
 9 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 10 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 11 reimbursement due COUNTY.

12 **X. LICENSES AND LAWS**

13
 14 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 15 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
 16 exemptions necessary for the provision of the services hereunder and required by the laws or regulations
 17 of the United States, the State of California, COUNTY and all other applicable governmental agencies.

18 B. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to
 19 obtain or maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals,
 20 certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.
 21 CONTRACTOR shall comply with all applicable governmental laws, regulations and requirements, as
 22 they exist now or may be hereafter amended or changed, irrespective of whether such laws, rules or
 23 regulations deal with licenses, permits or similar matters.

24 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

25 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
 26 of the award of this Agreement:

27 a. In the case of an individual contractor, his/her name, date of birth, social security
 28 number, and residence address;

29 b. In the case of a contractor doing business in a form other than as an individual, the
 30 name, date of birth, social security number, and residence address of each individual who owns an
 31 interest of ten percent (10%) or more in the contracting entity;

32 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 33 state reporting requirements regarding its employees;

34 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
 35 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

36 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 37 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting

1 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 2 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
 3 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 4 grounds for termination of this Agreement.

5 3. It is expressly understood that this data will be transmitted to governmental agencies
 6 charged with the establishment of child support orders, or as permitted by federal and/or state statute.

8 **XI. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

10 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
 11 discriminate against any employee or applicant for employment because of his/her race, religious creed,
 12 color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
 13 information, marital status, sex, gender, gender identity, gender expression, age (40 and over), sexual
 14 orientation, military and veteran status. . CONTRACTOR shall warrant that the evaluation and
 15 treatment of employees and applicants for employment are free from discrimination in the areas of
 16 employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or
 17 termination; rate of pay or other forms of compensation; and selection for training, including
 18 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
 19 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
 20 Commission setting forth the provisions of the Equal Opportunity clause.

21 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 22 shall state that all qualified applicants will receive consideration for employment without regard to race,
 23 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 24 genetic information, marital status, sex, gender, gender identity, gender expression, age (40 and over),
 25 sexual orientation, military and veteran status. . Such requirement shall be deemed fulfilled by use of
 26 the phrase "an equal opportunity employer."

27 3. Each labor union or representative of workers with which CONTRACTOR has a collective
 28 bargaining agreement or other contract or understanding must post a notice advising the labor union or
 29 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
 30 copies of the notice in conspicuous places available to employees and applicants for employment.

31 **B. SERVICES, BENEFITS, AND FACILITIES** – CONTRACTOR shall not discriminate in the
 32 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
 33 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
 34 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (40
 35 and over), sexual orientation, military and veteran status. in accordance with Title IX of the Education
 36 Amendments of 1972; Title VI of the Civil Rights Act of 1964
 37 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4,

1 Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules
 2 and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as
 3 all may now exist or be hereafter amended or changed.

4 1. For the purpose of this subparagraph B., Discrimination includes, but is not limited to the
 5 following based on one or more of the factors identified above:

6 a. Denying a patient or potential patient any service, benefit, or accommodation.

7 b. Providing any service or benefit to a patient which is different or is provided in a
 8 different manner or at a different time from that provided to other clients.

9 c. Restricting a patient in any way in the enjoyment of any advantage or privilege enjoyed
 10 by others receiving any service or benefit.

11 d. Treating a patient differently from others in satisfying any admission requirement or
 12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 13 any service or benefit.

14 e. Assignment of times or places for the provision of services.

15 2. Complaint Process – CONTRACTOR shall establish procedures for advising all patients
 16 through a written statement that CONTRACTOR's patients may file all complaints alleging
 17 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.
 18 Department of Health and Human Services' OCR. CONTRACTOR's statement shall advise patients of
 19 the following:

20 a. In those cases where the patient's complaint is filed initially with the OCR, the OCR
 21 may proceed to investigate the patient's complaint, or the OCR may request COUNTY to conduct the
 22 investigation.

23 b. Within the time limits procedurally imposed, the complainant shall be notified in
 24 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
 25 an appeal with the OCR.

26 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
 27 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
 28 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition of
 29 discrimination against qualified Persons with disabilities in all programs or activities, as they exist now
 30 or may be hereafter amended together with succeeding legislation.

31 D. RETALIATION – Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce
 32 or take adverse action against any Person for the purpose of interfering with rights secured by federal or
 33 state laws, or because such Person has filed a complaint, certified, assisted or otherwise participated in
 34 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
 35 federal or state law.

36 //

37 //

1 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
 2 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 3 may be declared ineligible for further contracts involving federal, state or county funds.

4 5 **XII. NOTICES**

6 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
 7 authorized or required by this Agreement shall be effective:

8 1. When written and deposited in the United States mail, first class postage prepaid and
 9 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
 10 by ADMINISTRATOR;

11 2. When faxed, transmission confirmed;

12 3. When sent by Email; or

13 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
 14 Service, or other expedited delivery service.

15 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
 16 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
 17 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
 18 Parcel Service, or other expedited delivery service.

19 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
 20 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
 21 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
 22 damage to any COUNTY property in possession of CONTRACTOR.

23 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
 24 ADMINISTRATOR.

25 26 **XIII. RECORDS MANAGEMENT AND MAINTENANCE**

27 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
 28 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
 29 accordance with this Agreement and all applicable requirements.

30 B. CONTRACTOR shall implement and maintain administrative, technical and physical
 31 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
 32 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
 33 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
 34 violation of federal or state regulations and/or COUNTY policies.

35 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
 36 shall maintain patient records and must establish and implement written record management procedures.

37 //

1 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
2 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

3 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
4 preparation, and confidentiality of records related to patient records are met at all times.

5 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
6 patients be provided the right to access or receive a copy of their DRS and/or request addendum to their
7 records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered
8 entity that is:

9 1. The medical records and billing records about individuals maintained by or for a covered
10 health care provider;

11 2. The enrollment, payment, claims adjudication, and case or medical management record
12 systems maintained by or for a health plan; or

13 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

14 G. CONTRACTOR may retain patient documentation electronically in accordance with the terms
15 of this Agreement and common business practices. If documentation is retained electronically,
16 CONTRACTOR shall, in the event of an audit or site visit:

17 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
18 site visit.

19 2. Provide auditor or other authorized individuals access to documents via a computer
20 terminal.

21 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
22 requested.

23 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
24 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy
25 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by
26 telephone and email or facsimile.

27 I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or
28 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
29 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

30 J. CONTRACTOR shall retain all patient medical records for seven (7) years following discharge
31 of the patient, with the exception of non-emancipated minors for whom records must be kept for at least
32 one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after
33 the last date of service, whichever is longer.

34 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
35 commencement of the contract, unless a longer period is required due to legal proceedings such as
36 litigations and/or settlement of claims.

37 //

1 L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
2 billings, and revenues available at one (1) location within the limits of the County of Orange.

3 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
4 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
5 CONTRACTOR.

6 N. CONTRACTOR may be required to retain all records involving litigation proceedings and
7 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

8 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
9 of this Agreement within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
10 information that is requested by the PRA request.

11 **XIV. SEVERABILITY**

12 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
13 to any Person or circumstances to be invalid or if any provision of this Agreement contravenes any
14 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
15 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
16 in full force and effect, and to that extent the provisions of this Agreement are severable.
17

18 **XV. STATUS OF CONTRACTOR**

19 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
20 wholly responsible for the manner in which it performs the services required of it by the terms of this
21 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
22 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
23 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
24 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
25 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
26 subcontractors as they relate to the services to be provided during the course and scope of their
27 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
28 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
29 be COUNTY employees.
30

31 **XVI. TAX LIABILITY**

32 CONTRACTOR shall report and pay all applicable federal, state, and local income taxes or similar
33 levies as a result of any monies paid CONTRACTOR under this Agreement. CONTRACTOR shall
34 indemnify, defend and hold COUNTY harmless from all liability, claims, losses, demands, including
35 defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any
36 taxing authority or other agency attempts to obtain from COUNTY any such monies, or penalties or
37

1 interest imposed, resulting from any failure of CONTRACTOR to comply with the provisions of this
2 paragraph.

3 4 **XVII. TERM**

5 A. The term of this Agreement shall be as specified in the Referenced Contract Provisions of this
6 Agreement; and provided further that the parties shall continue to be obligated to comply with the
7 requirements and perform the duties specified in this Agreement. Such duties include, but are not
8 limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

9 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend
10 or holiday may be performed on the next regular business day.

11 12 **XVIII. TERMINATION**

13 A. Either party may terminate this Agreement, without cause, upon one hundred twenty (120)
14 calendar days written notice given the other party.

15 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
16 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
17 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)
18 calendar days for corrective action.

19 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
20 of any of the following events:

- 21 1. The loss by CONTRACTOR of legal capacity.
- 22 2. CONTRACTOR'S cessation of services.
- 23 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
24 another person or entity without the prior written consent of COUNTY.

25 **D. CONTINGENT FUNDING**

26 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
27 a. The continued availability of federal, state and county funds for reimbursement of
28 COUNTY's expenditures, and

29 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
30 approved by the Board of Supervisors.

31 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
32 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
33 CONTRACTOR.

34 E. In the event this Agreement is terminated by either party, after receiving a Notice of
35 Termination CONTRACTOR shall do the following:

36 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
37 is consistent with recognized standards of quality care and prudent business practice.

1 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
2 performance during the remaining contract term.

3 3. If records are to be transferred to COUNTY, pack and label such records in accordance with
4 directions provided by ADMINISTRATOR.

5 4. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
6 supplies purchased with funds provided by COUNTY.

7 5. To the extent services are terminated, cancel outstanding commitments covering the
8 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
9 commitments which relate to Personal services. With respect to these canceled commitments,
10 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
11 arising out of such cancellation of commitment which shall be subject to written approval of
12 ADMINISTRATOR.

13 F. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
14 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
15

16 **XIX. THIRD PARTY BENEFICIARY**

17 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
18 including, but not limited to, any subcontractors or any patients provided services hereunder.
19

20 **XX. WAIVER OF DEFAULT OR BREACH**

21 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
22 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
23 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
24 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
25 Agreement.

26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State
2 of California.

3
4 EMERGENCY AMBULANCE SERVICE, INC.

5
6 BY: Philip Edwards DATED: 3-10-2015
7

8
9 TITLE: President
10

11
12 BY: _____ DATED: _____
13

14 TITLE: _____
15
16
17

18
19 COUNTY OF ORANGE
20

21
22 BY: _____ DATED: _____
23

24 HEALTH CARE AGENCY
25

26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30 BY: [Signature] DATED: 03/10/15
31

32 DEPUTY
33

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
 4 TRANSPORTATION, AND RELATED SERVICES
 5 COUNTY OF ORANGE
 6 AND
 7 EMERGENCY AMBULANCE SERVICE, INC.
 8 EXCLUSIVE OPERATING AREA A
 9 JUNE 1, 2015 THROUGH MAY 31, 2020

10
 11 **I. EXCLUSIVE OPERATING AREA DESIGNATION**

12 A. The target population for 9-1-1 Basic Life Support Emergency Ambulance Response,
 13 Transportation, and Related Services shall be provided to all persons requiring emergency medical
 14 treatment and ambulance transport within designated County Exclusive Operating Area(s).

15 B. Exclusive Operating Area A shall encompass Placentia, Yorba Linda, and associated
 16 unincorporated areas of Brea, Tonner Canyon, Chino Hills State Park, Country Club and Fairlynn.

17
 18 **II. FUNCTIONAL RESPONSIBILITY**

19 A. CONTRACTOR shall provide the subject services, in accordance with California Health and
 20 Safety Code Sections 1797 et seq., Orange County Ordinances, and all regulations promulgated
 21 thereunder including any amendments or revisions thereof. All costs associated with the services
 22 referenced herein shall be the sole responsibility of the CONTRACTOR, unless otherwise stated.

23 B. In performing the required services, CONTRACTOR shall work cooperatively with Orange
 24 County Emergency Medical Services (OCEMS), which shall include the OCEMS Medical Director
 25 and/or any other OCEMS employee or designee.

26 C. CONTRACTOR is expected to perform 9-1-1 Emergency Ambulance Response, Transportation
 27 and Related Services to the complete satisfaction of OCEMS, which shall include, but not be limited to:

28 1. Basic Services

29 a. Provide the services in this Agreement twenty-four (24) hours per day, seven (7) days a
 30 week (24/7) and without interruption throughout the term of the Agreement.

31 b. Provide the services in this Agreement without regard to any illegally discriminatory
 32 classification, including without limitation, the patients' race, religious creed, color, national origin,
 33 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,
 34 sex, gender, gender identity, gender expression, age (40 and over), sexual orientation, military and
 35 veteran status.

36 //

37 //

1 c. To the extent that any provision contained within CONTRACTOR'S proposal conflict
2 with any provisions of this Agreement, the provisions contained in the Agreement shall prevail.

3 2. Service Description.

4 a. Provide all management, personnel, facilities, equipment, training, materials, fuel and
5 supplies necessary to provide the services in this Agreement for each awarded EOA region awarded to
6 CONTRACTOR at the 9-1-1 BLS level, 24/7.

7 b. Provide the services in each EOA awarded to CONTRACTOR, as the sole 9-1-1 BLS
8 emergency ground ambulance service provider, as authorized by this Agreement with the County.

9
10 **III. MEDICAL ADMINISTRATION**

11 A. Medical Oversight

12 1. The OCEMS Medical Director provides medical control and management of the Emergency
13 Medical Services system through ongoing planning, design, development, evaluation and direction of
14 system-wide Emergency Medical Services. The OCEMS Medical Director intends that the 9-1-1 BLS
15 emergency ambulance deployment for the EOA for which this Agreement is issued be designed using a
16 fluid model of organization that will provide high-level performance and optimize health and safety of
17 the community.

18 2. CONTRACTOR may be required to participate in pilot studies that OCEMS may authorize.
19 At the sole discretion of the OCEMS Medical Director, service standards may be waived in the event
20 conflicting standards are established for the pilot program. Any such pilot program must be approved by
21 the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to the provision
22 of the subject services described in this Agreement.

23 B. Continuous Quality Improvement (CQI) Plan

24 CONTRACTOR shall develop and implement a CQI Plan that includes and assures, but is not limited to:

25 1. Compliance with the terms of the contract, minimum performance standards, and rules and
26 regulations.

27 2. Compliance with process measurements and process improvements that integrate with the
28 OCEMS CQI Plan.

29 3. Compliance with effective administration and management of clinical performance (patient
30 care activities), response time performance, driver performance, dispatch performance, and for all other
31 BLS service levels, and regular evaluation thereof, to include operational, administrative and procedural
32 activities of the system; accurate determination of training needs of individuals and the system as a
33 whole; and identification and reporting of significant patient care issues to the base hospital and/or the
34 OCEMS Medical Director.

35 4. Include CQI indicators, which shall be measured by all system participants, and may be
36 developed in collaboration with the base hospitals, 9-1-1 ALS providers, and OCEMS. Indicators shall
37 be based on current California EMSA Core Measures, EMS data analysis, research, and call demand.

1 5. Participate in and comply with the OCEMS CQI committees and audit processes.

2 C. Minimum Clinical Levels and Staffing Requirements

3 1. Ambulance Staffing Requirements

4 a. Ambulance service providers rendering the subject services shall be staffed at a
5 minimum with two (2) California certified and OCEMS accredited Emergency Medical Technicians
6 (EMTs) equipped to render 9-1-1 emergency ambulance level care and transport.

7 b. Ambulance personnel rendering the subject services shall, throughout the term of this
8 Agreement, be licensed, accredited and credentialed as appropriate to practice in the County of Orange,
9 and shall maintain evidence of current/valid licenses and/or certifications. OCEMS
10 certification/licensure requirements may be downloaded from the OCEMS website.
11 (www.healthdisasteroc.org/ems)

12 2. Training Requirements

13 At a minimum, CONTRACTOR shall ensure ambulance service personnel receive the following training
14 and/or certifications, which shall be in addition to training defined in State and OCEMS policies:

15 a. Organization and EMS System Orientation and On-Going Preparedness

16 1. Provide proper orientation to all field personnel before assigning them to respond to
17 emergency medical requests. Such orientation shall include, at a minimum, ambulance service provider
18 policies and procedures; EMS system overview; EMS policies and procedures; radio communications
19 with and between the ambulance service provider, base hospital, receiving hospitals, and County
20 communication centers; map reading skills including key landmarks, routes to hospitals and other major
21 receiving facilities within the County and in surrounding areas; and ambulance and equipment utilization
22 and maintenance. In addition, all field personnel must receive continual orientation to customer service
23 expectations, performance improvement and the billing and reimbursement process.

24 b. Preparation for Multi-Casualty Incident

25 1. Provide training to all ambulance personnel and supervisory staff in their respective
26 roles and responsibilities under OCEMS policy, and prepare them to function in the medical portion of
27 the Incident Command System. The specific roles of these individuals and other public safety personnel
28 shall be defined by relevant plans and command structure.

29 c. Driver Training

30 1. Develop and maintain an on-going driver training program for ambulance
31 personnel. The program, the number of instruction hours, and the system for integration into ambulance
32 operations (e.g., accident review boards, impact of accidents on employee performance reviews and
33 compensation, etc.) shall be reviewed and approved by OCEMS, initially and on an annual basis
34 thereafter. Training and skill proficiency is required at initial employment with annual training refresher
35 and skill confirmation.

36 d. Infection Control

37 //

1 1. CONTRACTOR shall create a culture focused on infection prevention that focuses
2 on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye
3 protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination
4 and soiled materials disposal to decrease the chance of communicable disease exposure.

5
6 **IV. OPERATIONS**

7 A. CONTRACTOR shall meet the following operational expectations, core requirements, and
8 activities:

9 1. Service Operations

10 a. CONTRACTOR shall have exclusive rights to all 9-1-1 emergency ambulance calls
11 originating in its awarded EOA(s). There are areas on the periphery of the EOA, however, where the
12 nearest 9-1-1 BLS emergency ambulances may be located in an adjacent jurisdiction. In the interest of
13 obtaining the quickest ambulance service to the patient, OCEMS may approve the use of these closer 9-
14 1-1 BLS emergency ambulances, contingent upon the execution of satisfactory Instant Aid/Mutual Aid
15 Agreements with the ambulance service provider responding from the neighboring EOA.

16 2. Dispatch Operations

17 a. CONTRACTOR shall establish a dispatch system, which shall be approved by
18 OCEMS; to provide backup dispatch services as may be necessary, for disaster incidents or other
19 circumstances that impair the operation of the primary 9-1-1 dispatch center.

20 b. CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing
21 qualified personnel and supervision.

22 3. Response Time Performance Requirement

23 a. Successful performance of the subject services shall in part be based on the
24 CONTRACTOR'S compliance with the Response Time Standards set forth herein. Response Times are
25 a combination of dispatch, operations, and field operations. Therefore, an error in one phase of
26 operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be
27 the basis for an exception to performance in another phase of operations (e.g. clinical performance or
28 response time performance). Appropriate Response Time performance is the result of a coordinated
29 effort of total operations, and therefore, is solely the responsibility of the CONTRACTOR.

30 b. Response Times shall be measured in minutes and integer seconds, and shall be "time
31 stamped" by the CONTRACTOR'S computer aided dispatch system. The standards include two (2)
32 code priorities and three (3) geographical EOAs that will be used for Response Time monitoring,
33 reporting, and compliance purposes. As set forth in TABLE 3, below, Response Times originating from
34 within an EOA shall meet specific performance standards, of which, a monthly compliance rate of
35 ninety percent (90%) in each code priority and geographical zone within an EOA is required.

36 c. Call Classifications

37 //

1) Code 2 - emergency ambulance vehicles responding to an emergency scene or request for service expeditiously without red lights and sirens on.

2) Code 3 - emergency ambulance vehicles responding to an emergency scene or request for service with red lights and sirens on.

d. Geographical Zones within EOAs

1) Metro/Urban Zones within EOAs are areas with a population density greater than one hundred (100) persons per square mile.

2) Suburban/Rural Zones within EOAs are areas with a population density of seven (7) to one hundred (100) persons per square mile. These areas generally include the roads and contiguous canyon areas of the local mountain ranges including Brea Canyon, Tonner Canyon, Carbon Canyon, Modjeska Canyon, Silverado Canyon, Trabuco Canyon, Santiago Canyon Road between Jamboree and Live Oak Canyon Road, and Ortega Highway (Highway 74) between La Plata Avenue and the OC line.

3) Wilderness Zones within EOAs are areas with a population density of less than seven (7) persons per square mile. These are generally the areas of the Cleveland National Forest within the County borders, with the exception of incidents on or immediately adjacent to Highway 74

TABLE 3: Response Time Compliance Requirements

Geographical Zone	Code Priority	Compliance Rate	Time in Minutes
Metro/Urban	Code 3	90 %	≤ 10:00
Metro/Urban	Code 2	90 %	≤ 15:00
Suburban/Rural	Code 3	90 %	≤ 20:00
Suburban/Rural	Code 2	90 %	≤ 25:00
Wilderness	Code 3	90 %	≤ 30:00
Wilderness	Code 2	90 %	≤ 40:00

4. Response Time Measurement Methodology

Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 3. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

a. Call Receipt Time

“Response Time” begins at “Call Receipt”, which is when the dispatch center receives adequate information to identify the location and priority level of the call, or sixty (60) seconds after the call is answered, whichever is less.

b. At Scene Time

“At Scene” time means the moment the first 9-1-1 emergency ambulance arrives and stops at the exact location where the ambulance shall be parked while the crew exits to approach the patient and notifies

1 dispatch that it is fully stopped. Only the arrival of a capable transport emergency ambulance shall
 2 constitute "At Scene." This does not include supervisory or other non-transport capable units. In
 3 situations where the ambulance has responded to a location other than the scene (e.g. staging areas for
 4 hazardous materials, violent crime incidents, non-secured scenes, gated communities/complexes,
 5 wilderness locations), arrival "At Scene" shall be the time the ambulance arrives at the designated
 6 staging location or nearest public road access point to the patient's location.

7 c. Response Time

8 "Response Time" is the interval, in exact minutes and seconds, between the "Call Receipt" time and: 1)
 9 "At Scene" arrival time, or, 2) the call is cancelled by an OCEMS-recognized public safety agency.

10 d. Failure to Report "At Scene" Time

11 In instances when ambulance crews fail to report "At Scene", the time of the next communication
 12 between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual
 13 arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be
 14 utilized if an auditable report of any edits is produced.

15 e. Calculating Upgrades, Downgrades, Turn-around and Cancelled Responses

16 From time to time special circumstances may cause changes in call priority classification. Response
 17 Time calculations for determination of compliance with standards and penalties for non-compliance
 18 shall be as follows:

19 1) Upgrades

20 If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority to Code 3 priority),
 21 compliance and penalties, as authorized in Section II(D)(6), below, shall be calculated based on the
 22 shorter of:

23 a) Time elapsed from dispatch to time of upgrade plus the higher priority

24 Response Time Standard; or

25 b) The lower priority Response Time Standard

26 For example, a call is initially dispatched as Code 2 and is upgraded to Code 3. The applicable Response
 27 Time requirement shall be the shorter of the Code 2 Response Time or the sum of the elapsed time from
 28 Call Receipt to the time of the upgrade plus the Code 3 Response Time.

29 2) Downgrades

30 If a call is downgraded prior to arrival on scene (e.g. Code 3 priority to Code 2 priority), compliance and
 31 penalties shall be determined by:

32 a) If the time of the downgrade occurs after the higher priority Response Time

33 Standard has been exceeded, the more stringent, higher priority standard shall apply; or

34 b) If the time of the downgrade occurs before the higher priority Response Time

35 Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases,
 36 documentation must be presented for validation of the reason why the priority status was downgraded. If
 37 the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

1 c) Reassignment En Route

2 If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to
3 respond to a higher priority request), compliance and penalties shall be calculated based on the Response
4 Time Standard applicable to the assigned priority of the initial response. The Response Time clock will
5 not stop until the arrival of an emergency ambulance on the scene from which the ambulance was
6 diverted.

7 d) Canceled Calls

8 If an assignment is canceled prior to arrival on the scene, compliance and penalties will be calculated on
9 the elapsed time from dispatch to the time the call was canceled.

10 e) Response Times Outside of the County of Orange

11 CONTRACTOR shall not be held accountable for Response Time compliance for any assignment
12 originating outside of the County. Responses to request for service outside the County shall not be
13 counted in the total number of calls used to determine compliance.

14 f) Each Incident/Separate Response

15 Each incident shall be counted as a single response regardless of the number of units that are utilized.
16 The Response Time of the first arriving emergency ambulance shall be used to compute the Response
17 Time for that incident.

18 g) Response Time Compliance for Individual Emergency Response EOAs

19 In developing Response Time standards, OCEMS uses the three (3) Geographical Zones within an EOA
20 as identified in TABLE 3 for Response Time compliance measurement. Response Time requirements
21 for the Geographical zones shall be reported and utilized for compliance purposes. Specifically, all
22 responses in the County, in all Geographical zones within EOAs, are included in the calculation of non-
23 compliance penalties for emergency responses.

24 1) Equity in Response Times

25 (a) OCEMS recognizes that Response Times are based upon call and
26 population densities within the zones within EOAs.

27 (b) OCEMS may evaluate the call density and zone within EOA
28 structure to address changes occurring within each operating area. Should the call density of any
29 significant contiguous area within the Suburban/Rural or Wilderness zones become equal to or greater
30 than the call density to the adjacent Metro/Urban zone, then that area shall be considered for
31 reclassification for Response Time compliance.

32 (c) CONTRACTOR shall report to OCEMS each month its response
33 time performance in the existing ambulance zones within EOAs. Chronically poor response time
34 performance in any of the zones will result in the CONTRACTOR being required to modify its
35 deployment plans to achieve consistent performance. Chronically poor performance is defined as failure
36 to meet Response Time standards in any (3) three consecutive months or any four (4) out of twelve (12)
37 consecutive months. Failure to achieve consistent performance in these areas will be used for

1 compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone
 2 within an EOA to identify pockets of poor Response Time performance and refer such findings to the
 3 CONTRACTOR for correction and improvement.

4 5. Response Time Exceptions and Exception Requests

5 CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to
 6 increase production should a temporary system overload occur. It is understood that from time to time
 7 unusual factors beyond a CONTRACTORS reasonable control may affect the compliance with specified
 8 Response Times Standards. In the monthly calculation of performance to determine compliance with the
 9 Response Time Standards, every request from a recognized public safety agency originating from within
 10 Orange County shall be included, except as follows:

11 a. Multi-casualty Disaster

12 Response Time requirements may be suspended at the sole discretion of OCEMS during a declared
 13 multi-casualty incident, medical advisory or disaster in OC, or during a declared disaster in a
 14 neighboring jurisdiction to which ambulance assistance is being provided as requested by OCEMS.

15 b. Good Cause

16 1) OCEMS may allow exceptions to the Response Time Standards for good cause, as
 17 determined at its sole discretion. At a minimum, the asserted justification for exception must have been a
 18 substantial factor in producing a particular excess Response Time, and there must have been a
 19 demonstration of a good faith effort to respond to the call(s). Good cause for an exception may include,
 20 but is not limited to, unusual system overload; incorrect or inaccurate dispatch information received
 21 from the public safety agency or calling party; disrupted voice or data radio transmission (not due to
 22 equipment or infrastructure); material change in dispatched location; unavoidable telephone
 23 communications failure; inability to locate address due to non-existent address; inability to locate patient
 24 due to patient departing the scene; delays caused by traffic secondary to the incident; unavoidable delays
 25 caused by extreme inclement weather (e.g., fog); when units are providing County authorized mutual
 26 aid; and remote calls (patients' location is greater than ten (10) road miles from the nearest boundary of
 27 the wilderness EOA) or off-road locations.

28 2) Unusual system overload is defined as 200% of the countywide average demand for
 29 the day of the week and hour of day. The average demand for each day and hour is to be calculated on
 30 an annual basis using the prior calendar year's actual run volume.

31 3) Equipment failure, traffic congestion not caused by the incident, ambulance
 32 mechanical failure, lost ambulance crews, poor employee performance, or other causes deemed to be
 33 within the CONTRACTORS control or awareness shall not be grounds to grant an exception to
 34 compliance with the Response Time Standard.

35 c. Exception Request Procedure

36 1) It is the CONTRACTOR'S responsibility to apply to OCEMS for an exception to a
 37 required Response Time. If OCEMS determines that any response or group of responses should be

1 excluded from the calculation of Response Time compliance due to unusual factors beyond a
 2 CONTRACTOR'S reasonable control, detailed documentation for each actual response in question shall
 3 be provided to OCEMS with a request to exclude the runs from calculations and penalties. Any such
 4 request must be in writing and received by OCEMS within twenty (20) business days of the end of the
 5 month of occurrence.

6 2) A request for an exception received after twenty (20) business days of the event
 7 occurrence will not be considered. OCEMS Contract Administrator will review each exception request
 8 and make a decision for approval or denial. Any appeal of the decision must be submitted, in writing, to
 9 the OCEMS Medical Director within ten (10) business days after the committee's decision. A
 10 CONTRACTOR appeal to the OCEMS Medical Director shall constitute the CONTRACTOR'S
 11 exclusive remedy to challenge the denial of a request for an exception. All decisions by the OCEMS
 12 Medical Director shall be considered final.

13 3) At the sole discretion of OCEMS, calls with extended Chute Times (time interval
 14 from dispatch to ambulance en route) of more than two (2) minutes may be excluded from consideration
 15 as exceptions.

16 6. Response-Time Performance Reporting Procedures and Penalty Provisions

17 a. Response Time Performance Reporting Requirements

18 1) Documentation of Incident Response Time Intervals

19 a) CONTRACTOR shall document all times necessary to determine total
 20 ambulance Response Time, including but not limited to, time call received by the dispatch center, time
 21 location verified, time ambulance crew assigned, time en route to scene, arrival at scene time, total on-
 22 scene time, time en route to hospital, total time to transport to hospital, and arrival at hospital time.

23 b) OCEMS will use the Computer Assisted Dispatch (CAD) database for the
 24 analysis and determination of response times. CONTRACTOR may not make changes to times entered
 25 into CAD after the event; only OCEMS may make adjustments to reported CAD times. The
 26 CONTRACTOR may request changes from OCEMS when errors or omissions are discovered. OCEMS
 27 has sole discretion whether changes to times are acceptable.

28 c) Other times may be required to document specific activities such as arrival at
 29 patient side, administration of treatments and other instances deemed important for clinical care
 30 monitoring and research activities. All times shall be recorded on the Patient Care Report (PCR) and in
 31 CAD system.

32 2) Response Time Performance Report

33 OCEMS shall analyze and evaluate CAD data within twenty-five (25) business days following the end
 34 of each month, for the determination of Response Time non-compliance; and will monitor Response
 35 Time data on an ongoing basis to evaluate performance. CONTRACTOR shall self-monitor Response
 36 Time Data as follows:

37 //

1 a) Use Response Time data in an on-going manner to evaluate performance and
2 compliance with Response Time Standards, in an effort to continually improve Response Time
3 performance levels.

4 b) Identify the cause(s) of performance failures, and document efforts to eliminate
5 the problems on an on-going basis.

6 c) Provide an explanation for every call exceeding the required Response Time
7 standards and, where appropriate, describe steps taken to reduce extended responses in the future.

8 b. Penalty Provisions –

9 Isolated instances of individual deviations of Response Time compliance shall be treated as instances of
10 minor, non-compliance. To remedy a CONTRACTOR'S severe or chronic failure to comply with
11 Response Time standards, OCEMS may impose the following penalties:

12 1) Penalties for Failure to Comply with Response Time Requirements

13 a) CONTRACTOR shall pay OCEMS penalties each month when they fail to
14 comply with the Response Time requirements. Response Times shall be assessed for each call in each
15 zone within the EOA and within each code of response that exceeds the Response Time requirements.
16 Penalties for late responses increase according to the number of minutes the emergency ambulance is
17 delayed past the mandated response, which shall accrue for all calls each month with no maximum
18 penalty (Table 4).

19 b) In the event the CONTRACTOR fails to report any or all times necessary to
20 calculate Response Time, and when Response Time is not verifiable by other reliable means, the
21 CONTRACTOR shall pay OCEMS a penalties assessment of \$250 for each occurrence.

22
23 TABLE 4: Per Call Response Time Penalties

Late	Penalty
0.01 – 1 minute	\$5
1.01 – 2 min	\$10
2.01 – 3 min	\$20
3.01 – 4 min	\$50
4.01 – 5 min	\$70
5.01 – 6 min	\$90
6.01 – 7 min	\$110
7.01 – 8 min	\$140
8.01 – 9 min	\$160

1	9.01 – 10 min	\$180
2	10.01 – 15 min	\$200
3	15.01 – 20 min	\$250
4	20.01 – 30 min	\$300
5	30.01 – 60 min	\$600
6	> 60 min	\$10,000

9
10
11 c) Performance Credits

12 For each designated EOA in which the CONTRACTOR'S compliance with the Response Time standard
13 exceeds ninety percent (90%) in each calendar month, performance credits shall be applied against the
14 total penalties for Per Call Response Time Penalties. For the purpose of performance credits, Response
15 Time compliance for each calendar month shall be based on the overall average of all Response Times
16 for all code priorities and geographical zones within EOAs for that month. Performance credits shall be
17 allocated each calendar month (Table 5).

18
19 TABLE 5: Performance Credits

20 % Compliance	Credit
21 91-92%	10%
22 92.01-93%	20%
23 93.01-94%	30%
24 94.01-95%	50%
25 95.01-96%	65%
26 96.01-97%	75%
27 97.01-98%	80%
28 98.01 +	90%

29 d) Zone Non-Compliance

30 Each CONTRACTOR is expected to comply with the applicable Response Time standard of ninety
31 percent (90%) in each EOA, within each code of response, for each month. Failure to meet this
32 requirement may be deemed in breach of contract where:

33 (1) CONTRACTOR fails to comply with the Response Time standard of 90%
34 in the same response zone within an EOA for any two (2) reporting periods in any six (6) consecutive
35 months; or

36 (2) CONTRACTOR fails to comply with the Response Time standard of 90%
37 in the same response code category for any two (2) reporting periods within any consecutive six (6)
month period.

1 e) In addition to the per call response time penalties for late responses, penalties
2 shall be assessed on an escalating scale when response time compliance falls below ninety percent
3 (90%) for any zone within an EOA or response code within a given month (Table 6).

4 (1) Failure to meet response time requirements for at least ninety percent
5 (90%) of responses each month for three (3) consecutive months, or four (4) months in any calendar
6 year shall be considered a breach and may additionally result in removal of the CONTRACTOR and
7 forfeiture of performance bond.

8 (2) All zone Non-Compliance penalty amounts shall be paid each month by the
9 CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise
10 stipulated.

11
12 TABLE 6: Penalties for EOA Non-Compliance

13 Zone Performance	14 Penalty
15 89%	\$2,000
16 88%	\$4,000
17 87%	\$6,000
18 86%	\$8,000
19 85% and less	\$10,000

20 f.) Failure to Respond

21 In the event the CONTRACTOR does not respond with an ambulance to an emergency medical call, the
22 penalties assessed shall begin at \$10,000 per incident. Failure to respond is be defined as any call request
23 made for 9-1-1 emergency ambulance transport for which the CONTRACTOR fails to dispatch and/or
24 no ambulance responds within one (1) hour of call receipt.

25 (1) Prior to imposition of any penalty for a CONTRACTOR'S Failure to
26 Respond, OCEMS sh
27 all conduct an investigation of the incident. Disruption in service due to failure of ambulance
28 maintenance shall be considered a breach and may be cause for immediate contract cancellation.

29 g.) Excessive use of Instant Aid/Mutual Aid

30 (1) CONTRACTOR may utilize Instant Aid/Mutual Aid support from
31 approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely
32 emergency medical services are rendered to person in need of such services within those areas.

33 (2) Instant Aid/Mutual Aid support shall not be depended on regularly to cover
34 designated EOA regions. In the event the CONTRACTOR receives Instant Aid/Mutual Aid support
35 from a specific agency more than 200% of the Instant Aid/Mutual Aid support that it provides the
36 specific agency, the CONTRACTOR shall pay OCEMS \$250 per response over the 200% threshold.

37 //

//

h.) Additional Penalties

OCEMS may impose financial penalties for other performance deficiencies, and may impose a penalty of up to \$500 per incident for any deficiency not specifically addressed in TABLE 7.

TABLE 7: Additional Penalties

Performance Deficiency	Criteria	Penalty
Failure to provide timely operational reports	Operational and Response Time reports due on specific date after close of month	\$50 per report, per day, received after specified due date
Failure to accurately complete ePCR within specified time	Accurately complete ePCR for each patient care interaction within specified time	\$50 per instance when patient care records are not accurate and completed within established time. \$100 per day for every ePCR not completed within 24 hours of patient delivery
Failure to ensure equipment and supplies on board or emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with equipment and supplies	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not prepared with equipment and supplies required for patient care
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

i.) Penalty Disputes

CONTRACTOR may appeal to OCEMS, in writing, within twenty (20) business days of receipt of notification of the imposition of any penalty or penalty calculation. OCEMS shall review all such appeals and make a decision to eliminate, modify, or maintain the appealed penalty. Should the

1 CONTRACTOR desire to appeal the OCEMS decision, a written request must be submitted to the
 2 OCEMS Medical Director within ten (10) business days of the occurrence of the event. A
 3 CONTRACTOR appeal to the OCEMS Medical Director shall constitute the
 4 CONTRACTOR exclusive remedy to challenge the denial of a request for an exception. All decisions by
 5 the OCEMS Medical Director shall be considered final.

6 j.) Fleet Requirements

7 CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities
 8 to maintain an ambulance fleet in a manner that meets OCEMS and California ambulance equipment
 9 standards. The CONTRACTOR must require the use of seat belts in their vehicles. CONTRACTOR
 10 must clearly demonstrate, for each EOA in which this Agreement applies that the CONTRACTOR'S
 11 fleet has the ability to operate as a standalone fleet within the EOA and independently from the
 12 CONTRACTOR'S operations in other areas outside of the EOA.

13 (1) Emergency Ambulance Vehicles

14 (a) CONTRACTOR shall provide Modular (type III) dual rear
 15 wheeled ambulances for the provision of the required services. Each vehicle used shall have no more
 16 than 100,000 miles on its odometer at the start of contract.

17 (b) CONTRACTOR shall develop and maintain policies regarding
 18 fleet size and standardization, as well as a fleet maintenance program that addresses how ambulance
 19 maintenance is tracked, improved, and how vehicle failures are minimized.

20 (2) Quantity of Vehicles

21 (a) CONTRACTOR may be required by OCEMS to expand the total
 22 number of ambulances available for use within the EOA (s) and/or the total number of ambulances
 23 regionally available for use within the EOA (s), if response time requirements are not consistently being
 24 met or if the EOA (s) experience a significant call volume increase.

25 (b) CONTRACTOR shall, on an ongoing basis, maintain the number
 26 of 9-1-1 emergency ambulances equipped and fully staffed and operational that represent at least 130%
 27 of the peak staffing level. For example, if the peak number of ambulances is five (5), then a fleet of at
 28 least seven ambulances ($5 \times 130\% = 6.5$ rounded to 7) must be maintained. If a fraction is derived when
 29 multiplying the peak number of units by 130%, the number shall be rounded up to the next whole
 30 integer. (e.g., 6.5 would be rounded to 7).

31 (3) Inspection

32 (a.) OCEMS will conduct scheduled and unscheduled inspections of
 33 ambulances, maintenance facilities, and maintenance records. CONTRACTOR shall make available to
 34 OCEMS during inspections the manufacturer suggested maintenance programs and/or ambulance
 35 purchase/lease/acquisition documentation for the CONTRACTOR'S equipment and facilities.
 36
 37

1 (b) CONTRACTOR shall develop and maintain an automated or
2 manual maintenance program and record keeping system. Maintenance records shall be available to
3 OCEMS for analysis and inspection, and shall be maintained for two (2) years.

4 (4) Daily Maintenance

5 (a.) CONTRACTOR shall maintain daily maintenance of ambulance
6 vehicles, which shall include, but not be limited to, the checking of tire pressure and condition, coolant,
7 oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient
8 compartments.

9 (b) CONTRACTOR shall, at the beginning of each shift, ensure that
10 all ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock
11 levels in the ambulance from falling below minimum requirements under normal circumstances, which
12 includes normal restocking during the shift.

13 (5) Ongoing Maintenance

14 (a.) CONTRACTOR shall maintain all vehicles and equipment in
15 excellent condition and comply with or exceed the maintenance standard outlined in the Accreditation of
16 Ambulance Services Standards published by the Commission on Accreditation of Ambulance Services.
17 Failure to service and maintain all ambulances and equipment pursuant to the manufacturer's suggested
18 maintenance program shall be deemed non-compliance and cause for immediate contract termination.

19 (b) CONTRACTOR shall ensure the availability of all fuel, lubricants,
20 repairs, initial supply inventory and all supplies necessary to fulfill obligations pursuant to the standards
21 set forth herein. Sufficient supplies and equipment (excluding fuel, lubricants and repair items) needed
22 to sustain local operations for a minimum of fifteen (15) days at its main operation location or its
23 materials and supplies distribution center is required.

24 (c) CONTRACTOR shall replace, immediately, any vehicle or
25 equipment that becomes unreliable due to mechanical failure with a vehicle or equipment that meets the
26 standards described herein.

27 (d) CONTRACTOR shall provide OCEMS with the name and location
28 of the vehicle maintenance facility (contracted or owned), and the name of person knowledgeable of the
29 maintenance records; and the name and location of the electronic repair or service facility (radio,
30 cellular, vehicle locator system, and other communication systems), and the name of the person
31 knowledgeable of the maintenance records.

32 f. Supervisor Vehicles

33 At a minimum, CONTRACTOR shall provide one (1) staffed field supervisor vehicle shall be in service
34 in each EOA at all times. The vehicle type and markings shall be approved by OCEMS, and shall meet
35 all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles
36 shall be capable of towing 24-foot trailers with an estimated GVW of 10,000.
37

1 6. Automatic Vehicle Locator

2 CONTRACTOR shall provide, install, and maintain an automatic vehicle locator system in the
3 ambulance dispatch center and in emergency vehicles. Such system shall be integrated with the CAD
4 System. Existing computer interfaces for such integration may be utilized if all equipment is
5 compatible.

6 d. Coverage and Dedicated Ambulances, Use of Stations/Posts

7 These specifications are for a performance based approach rather than a level of effort undertaking
8 involving defined locations. OCEMS neither accepts nor rejects CONTRACTORS level of effort
9 estimates; rather OCEMS accepts the commitment to employ whatever level of effort is necessary to
10 achieve the Response Time and other performance results required to meet the requirements of this
11 Agreement. Ambulance resources shall be deployed in a manner consistent with this standard.

12
13 **V. EMERGENCY RESPONSE COMMUNICATION SYSTEMS**

14 A. Compliance with Laws

15 1. Prior to the contract start date, CONTRACTOR shall install, provide, operate, and maintain
16 an ambulance dispatch center, telephone service, including ring-down line, 800 MHz mobile radio
17 system, mobile data computer/radio system, personal computer, and a secondary dispatch response
18 system, hereinafter referred to as Emergency Response Communications System (ERCS), according to
19 the terms, conditions, and requirements contained herein.

20 2. The CONTRACTOR must comply with all federal, state, and local laws, rules, statutes, and
21 regulations, including licensing requirements, concerning the broadcast of public safety and emergency
22 communications over approved Federal Communications Commission (FCC) frequencies at all times
23 during the term of the contract.

24 3. All 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider, OCC, ECC, 800
25 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications and requirements, as
26 applicable.

27 B. Communications Requirements

28 CONTRACTOR shall comply with the following requirements concerning the installation, use,
29 operation, and maintenance of their Emergency Response Communications System:

30 1. Prior to the contract start date, have any and all FCC licenses and authorizations required
31 for the engineering, assembling, installation, use, operation, and maintenance of the ERCS, which is
32 necessary to provide the required services.

33 2. Provide documentation describing in detail the operational design for the ERCS and
34 methods proposed for dispatching ambulances.

35 3. ERCS must be operated and maintained 24/7

36 4. Dispatch centers must be equipped with a secondary, emergency back-up electrical system
37 to insure uninterrupted 24/7 service.

1 5. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-1
2 ALS Provider Emergency Communications Center and the ambulance dispatch center.

3 C. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)
4 The OC Sheriff-Coroner Department and OC Communications Division (OCC) currently serve as the
5 central coordination point for the OC Emergency Response Communications System. As such, OCC
6 operates, maintains, administers, and oversees the existing 800 MHz countywide Coordinated
7 Communications System, which is the existing communications network that is responsible for
8 providing emergency response system communications throughout OC, thereby effectively linking
9 emergency response calls for law enforcement, fire, public works, lifeguards, and public utilities within
10 OC on a shared 800 MHz backbone County-wide Coordinated Communications System (“800 MHz
11 C.C.C.S.”). 9-1-1 ALS Providers are one of many participating and subscribing agencies to the 800
12 MHz C.C.C.S. CONTRACTORS ERCS must be fully compatible with the 800 MHz C.C.C.S.

13 D. CAD Interface
14 CONTRACTOR shall establish and maintain a Computer Aided Dispatch (CAD) interface, or other
15 equivalent electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command
16 Center (ECC), which may include, but is not limited to, hardware; software; and telecommunications
17 lines that meet 9-1-1 ALS Provider specifications.

18 E. System Upgrades
19 CONTRACTOR shall upgrade the ERCS with comparable and compatible technology to upgrades made
20 to 9-1-1 ALS Provider or County ERCS.

21 F. Vehicle Communications 800 MHz Mobile Radio
22 CONTRACTOR emergency ambulance vehicles licensed in OC must comply with OCEMS policies and
23 directives related to communication requirements. These include, but are not limited to:

24 1. 800 MHz Mobile Radio
25 Install and maintain an OCEMS approved 800MHz mobile radio in the front passenger area (with a
26 remote head in the rear patient area) of each ambulance that will be used to provide the required
27 services.

28 2. Obtain all necessary licenses, permits, and/or approvals from OCC (and any other
29 applicable licensing or permitting agency) to operate and maintain 800 MHz mobile radios in
30 conjunction with the 800 MHz C.C.C.S.

31 3. Comply with all federal, state, and local laws, rules, statutes, and regulations governing the
32 operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S. Standard Operating
33 Procedures.

34 4. Ensure 800 MHz mobile radios are pre-assigned to a vehicle with a pre-identified radio
35 identifier, and are configured to send status and message data compatible with 9-1-1 ALS Provider
36 SmartNet Information Management Systems (SIMS) or similar systems, and includes a 9-1-1 ALS
37 Provider approved Motorola DEKbox with eight (8) status/message keys to transmit unit status (e.g., en

1 route, on scene, and available status functions). Collaborate with 9-1-1 ALS Provider in configuration
2 of the SIMS system to enable the feature on all radios enabled on the 800 MHz C.C.C.S.

3 5. 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800 MHz C.C.C.S., and
4 OCEMS specifications and requirements.

5 G. Mobile Data Computer System –

6 CONTRACTOR shall install and maintain an OCEMS and 9-1-1 ALS Provider approved mobile data
7 radio and necessary equipment and software to support the mobile data radio at the dispatch center, for
8 purposes of sending and receiving electronic emergency dispatch information, instructions, and call
9 status.

10 H. UHF Med 9 Radio –

11 CONTRACTOR shall install and maintain a dedicated UHF Med Radio capable of continuous operation
12 on Med 9, for purposes of communicating current field information to appropriate County staff during
13 multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

14 I. Web Based Communications Application

15 CONTRACTOR shall install a web-based communication application at the dispatch center for hospital
16 status, required assessments and messages, and MCI coordination (e.g. ReddiNet or other systems that
17 can replicate ReddiNet).

18 J. OC Medical Emergency Data System (OC-MEDS)

19 CONTRACTOR shall utilize the OC-MEDS electronic patient care record (ePCR) software for
20 documenting patient care, and ensure inter-operability with 9-1-1 ALS providers, emergency receiving
21 hospitals, and other applicable providers.

22 1. Service Administrator Requirements

23 a. CONTRACTOR shall designate at least one OC-MEDS Service Administrator.
24 OCEMS also recommends designating two (2) additional individuals to serve as alternates.

25 b. The OC-MEDS Service Administrator shall manage the day to day operational needs as
26 it pertains to OC-MEDS, and shall be the primary point of contact for OCEMS for any OC-MEDS
27 related issues.

28 2. Technical Requirements

29 a. CONTRACTOR shall establish and maintain CAD integration with OC-MEDS, which
30 shall include a one-way data push from the CAD system to OC-MEDS with real time updates upon each
31 status change.

32 b. CONTRACTOR shall supply and maintain computer hardware required to support
33 ePCR documentation within OC-MEDS.

34 c. CONTRACTOR shall establish and maintain continuous mobile internet connectivity in
35 each response vehicle. Mobile internet connectivity (aka Mobile Hot Spot) shall be available for use by
36 EMS first responders, 9-1-1 ALS providers, and other public safety entities.

37 3. ePCR Compliance and Training.

1 a. CONTRACTOR shall accurately complete an ePCR on every patient to include all
2 information required by OCEMS and established in Title 22, Division 9, Chapter 4, Article 8, Section
3 100700.

4 b. CONTRACTOR shall ensure the ePCR is posted to OC-MEDS upon completion of
5 each call and is distributed pursuant to established OCEMS Policies and Procedures.

6 c. CONTRACTOR shall provide an electronic or hard copy ePCR to the emergency
7 receiving center for each patient.

8 d. CONTRACTOR shall provide initial and continuing OC-MEDS ePCR education and
9 training for employees who will be documenting in OC-MEDS.

10 **VI. FACILITIES, SUPPLIES AND EQUIPMENT**

11 CONTRACTOR shall: provide all facilities, equipment, material, and supplies, as well as any other
12 resources OCEMS deems necessary to provide the required services; maintain a neat, clean, and
13 professional appearance of equipment and facilities; ensure all equipment and supplies are readily
14 available and accessible from the interior portions of the patient transportation compartment; and, use
15 the same or compatible patient care equipment as standardized 9-1-1 ALS provider agency equipment.
16

17 **A. Standard Inventory**

18 1. Equipment and supplies shall be available in quantities sufficient to meet patient care needs
19 without interruption of the required services to designated EOA.

20 2. In addition to OCEMS standard ground ambulance equipment (OCEMS Policy 720.30), an
21 automated external defibrillator shall be carried and stocked at all times on each ambulance providing
22 services.

23 **B. Facilities**

24 CONTRACTOR shall provide at least one (1) facility with a physical location of appropriate size in
25 each designated EOA for crew comfort, vehicle re-supply and cleaning, personnel management, and
26 communications. Facilities are subject to inspection by OCEMS at any time without notice.
27

28 **VII. PERSONNEL**

29 CONTRACTOR shall provide personnel meeting the following requirements:

30 **A. Management Team**

31 1. Management team, at a minimum, shall include senior members having no less than five (5)
32 years' experience supervising a 9-1-1 transportation service, in a primary or back-up capacity, of similar
33 size and population to the EOA (s).

34 2. Changes in executive, operations, and clinical management/leadership staff shall be
35 communicated to OCEMS, in writing, within ten (10) business days of the effective date of the change.

36 **B. EMS Liaison**

37 //

1 Designate an EMS Program Liaison, who may also be the operations manager, division manager or
 2 similar position. The EMS Program Liaison shall have an overall grasp of the entire operation, be
 3 responsible for overall day-to-day operations, perform information review and gathering, and report
 4 generation and analysis. Responsibilities shall include, but not be limited to:

5 1. Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable EMS and/or
 6 public safety agencies within the EOA.

7 2. Participate in EMS System Stakeholder Committees and task force groups. At a minimum,
 8 provide representation at applicable base hospital meetings, quality assurance forums and other ancillary
 9 meetings required by OCEMS (e.g., Regional Emergency Advisory Committee, County Paramedic
 10 Agency Committee).

11 C. Field Supervision - OCEMS recognizes the need to ensure adequate supervision of personnel
 12 and delegation of authority to address day-to-day operational needs, and desires that these personnel and
 13 operational supervisory responsibilities do not displace the provision of direct clinical supervision of the
 14 caregivers. Minimum requirements and duties for this position are:

15 1. Provide 24 hours a day, on-duty supervisory coverage within the designated EOA (s). An
 16 on-duty field supervisor must be authorized and capable to act on behalf of the organization in all
 17 operational matters.

18 2. Ensure the individual has the ability to monitor, evaluate, and improve clinical care
 19 provided by their personnel, and ensure that on-duty employees are operating in a professional and
 20 competent manner.

21 3. Individual shall not be assigned to a 9-1-1 emergency ambulance unit.

22 4. Individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency
 23 ambulance transport, and shall have successfully completed NIMS IS-100.b, IS-200.b, and IS-700.a.

24 D. Personal Safety Equipment

25 1. Provide personal safety equipment for all employees in accordance with applicable federal
 26 and state laws and standards. Policies and procedures should clearly describe the routine use of PPE on
 27 all patient encounters.

28 2. Personal safety equipment shall comply with State EMSA Guideline 216 regarding
 29 recommended PPE for Ambulance Personnel (OSHA's General Description and Discussion of the levels
 30 of Personal Protective Gear, 29CFR 1926.65, App. B, Part IV, Level D) for each ambulance dedicated to
 31 9-1-1 emergency transportation, including:

32 a. Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS Standards)

33 b. Hard hat, Work Helmet Blue.

34 c. Leather gloves.

35 3. Internal Health and Safety Program

36 a. Implement multiple programs to enhance the safety and health of the work force, which
 37 shall include driver-training, safety, and risk management training.

1 b. Develop and maintain an employee alcohol and drug program that includes at a
2 minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program
3 that complies with the U.S. Department of Transportation requirements to the extent allowed by law,
4 including pre-employment drug screening and random alcohol and drug testing. Any employee found
5 working under the influence of alcohol or drugs must be immediately removed from performing services
6 under this Agreement.

7 E. Evolving OSHA and Other Regulatory Requirements

8 1. It is anticipated, during the term of the contract that certain regulatory requirements, for
9 occupational safety and health, including but not limited to, infection control, blood-borne pathogens
10 and TB may be increased. It is OCEMS' expectation that appropriate procedures shall be adopted that
11 meets or exceeds the requirements for dealing with these matters.

12 2. Make available at no cost to employees, all currently recommended immunizations
13 including rubella and hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin
14 test.

15 F. Staff Resources

16 CONTRACTOR shall ensure that all personnel have access to support references and resources, which
17 may include, but are not limited to:

18 1. Employee Handbook that describes the organization's operational policies and procedures
19 (P&Ps). A copy of the handbook shall be made available to OCEMS upon request.

20 2. Access to and adherence to OCEMS P&Ps herein and upon all revisions.
21 (www.healthdisasteroc.org/ems).

22 3. Incident reporting P&Ps that include steps for reporting accidents and incidents that occur
23 in the performance work duties. Incident reporting programs shall provide, at a minimum, a mechanism
24 for reporting patient care, customer service, and operational related incidents.

25 4. P&P related to field supervision, which shall address, at a minimum, training and education
26 and oversight plans and procedures for the designated EOA region(s).

27 5. P&P related to scene safety and personnel safety.

28 **VIII. DATA AND REPORTING MANAGEMENT**

29 The long-term success of any EMS system is predicated upon its ability to both measure and manage its
30 affairs. Therefore, OCEMS shall require detailed operational, clinical, and administrative data in a
31 manner that facilitates its retrospective analysis. CONTRACTOR shall provide, maintain, and adhere to
32 the following:

33 A. Dispatch Computer –

34 The dispatch computer utilized shall include security features preventing unauthorized access or
35 retrospective adjustment and full audit trail documentation. In conjunction with OCEMS, establish
36 procedures to automate the monthly reporting requirements not collected within CAD data.

37 Records

1 B. Complete, maintain, and provide to OCEMS, upon request, adequate records and documentation
 2 to demonstrate its performance compliance and aid OCEMS in improving, modifying, and monitoring
 3 the EMS system.

4 Monthly Reports

5 C. Provide to OCEMS, within twenty (20) business days after the first of each calendar month,
 6 computer
 7 database data in an electronic format and reports pertaining to performance during the preceding month
 8 related to clinical, operational, and financial performance.

9 D. Document and report to OCEMS, monthly, in writing, and on a form approved or provided by
 10 OCEMS, Response Time compliance and customer complaint/resolutions. Reports other than Response
 11 Time compliance and customer complaint/resolutions may be required less frequently than monthly. At
 12 the end of each calendar year, no later than November 30 of the preceding year, OCEMS shall provide a
 13 list of required reports and their frequency and due dates. Reports shall include, at a minimum:

14 1. Clinical:

- 15 a. Continuing education compliance reports
- 16 b. Summary of clinical/service inquiries and resolutions
- 17 c. Summary of interrupted calls due to vehicle/equipment failures

18 2. Operational:

- 19 a. A list of each call, sorted by Emergency Response EOA, where there was a failure to
 20 properly record all times necessary to determine the Response Time
- 21 b. A list of mutual aid responses to and from system

22 3. Response Time Compliance:

- 23 a. A list of each emergency call dispatched for which the CONTRACTOR did not meet
 24 the Response Time standard for each Emergency Response EOA and an explanation of why the
 25 response was late
- 26 b. Canceled calls
- 27 c. Exception reports and resolution

28 4. Response Time Statistical Data –

- 29 a. Within twenty (20) business days following the last day of each month, ensure that any
 30 Response Time statistical data not available within CAD are available to OCEMS in a computer
 31 readable format approved by OCEMS, and are suitable for statistical analysis for all ambulance
 32 responses originating from requests within the County.

33 5. Personnel Reports - Ensure all licensed, certified, accredited and authorized staff is current
 34 and up-to-date in the OC-MEDS licensure system. Provide OCEMS a personnel list by January 31 of
 35 each year, which shall include names of all owners, executive leadership, management, and supervisors
 36 employed. The personnel list shall include, at a minimum, the name, address, telephone number of each
 37 person on the list.

6. Other Reports - Provide other reports and records as may be required by OCEMS.

IX. EMS SYSTEM AND COMMUNITY

A. Participation in EMS System Development

OCEMS anticipates further development of its EMS system and regional efforts to enhance disaster and mutual aid response. Therefore, CONTRACTOR shall be required to actively participate in regional disaster preparation and response, including disaster drills and exercises, mutual and automatic aid agreements, and training.

B. Accreditation –

Current CAAS Accreditation is preferred. If CONTRACTOR is not currently CAAS accredited, CONTRACTOR shall attain full accreditation, within twenty-four (24) months of contract commencement, as an ambulance service through CAAS, and maintain accreditation through the term of the contract.

C. Handling Service Inquiries and Complaints

Develop and maintain a log for inquiries and service complaints, provide prompt response and follow-up to such inquiries and complaints. Such responses shall be subject to limitations imposed by patient confidentiality restrictions. Submit to OCEMS each month, a list of all complaints received and their appropriate disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the OCEMS Medical Director within twenty-four (24) hours of occurrence.

D. Patient Satisfaction Program –

Implement a coordinated Patient Satisfaction Program (PSP) that focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS prior to implementation, and, for all subsequent modifications and updates. The PSP may be developed and implemented in cooperation with the 9-1-1 ALS providers, and shall include, but not be limited to:

1. Qualitative and quantitative assessments related to 9-1-1 ALS provider level care.
2. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

E. Public Education

Develop and implement public outreach/education programs to improve community health and education programs that emphasize preventative health care, which shall include cardiopulmonary resuscitation and AED training initiatives semi-annually. Additionally, develop an annual training plan that includes a list of programs and associated objectives to be offered in the calendar year.

X. ADMINISTRATION PROVISIONS

A. Payments for County Compliance Monitoring, Contract Management and Regulatory Activities:

1. OCEMS is the Local Emergency Management Services Agency and, accordingly, may

//

1 recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall
2 not be directly billed for these costs.

3 a. CONTRACTOR shall reimburse OCEMS for a portion of its expenses related to
4 monitoring and managing the contracts, and conducting periodic procurements . A one-time payment
5 shall be due upon execution of the contract, which shall represent a portion of the estimated actual costs
6 to OCEMS for monitoring the contracting process. The one-time payment totals \$50,000, and is prorated
7 to each designated EOA based on current transport volumes. (Table 8).

8
9 Table 8 One-Time Contractor Payment

EOA Region	Cost
EOA - A	\$4,500
EOA - B	\$9,000
EOA - C	\$12,500
EOA - D	\$11,500
EOA - E	\$12,500
TOTAL	\$50,000

10
11
12
13
14
15
16
17
18
19
20
21
22 b. CONTRACTOR shall pay OCEMS the amount of \$13.33 per patient transport from
23 calls originating from the 9-1-1 system. A quarterly amount shall be assessed based on
24 actual call volumes for each quarter of a calendar year. This amount has been calculated to partially
25 reimburse OCEMS for its costs in administering the contracts for 9-1-1 emergency ambulance services.

26 c. The quarterly fee shall be paid within thirty (30) calendar days after invoice from the
27 County. Payments will be invoiced mid-month following the end of each quarter and will include all
28 calls occurring from the commencement of services under this Agreement.

29 **B. Accounting Procedures**

30 **1. Invoicing and Payment for Services:**

31 a. OCEMS shall render its invoice to the CONTRACTOR for costs and penalties due
32 within thirty (30) business days of OCEMS' receipt of the monthly performance reports, and after
33 determination of the penalties. The CONTRACTOR shall pay OCEMS on or before the 30th day after
34 receipt of the invoice.

35 b. Any disputes of the invoiced amounts should be resolved in this thirty (30) day
36 period. If a dispute has not been resolved to OCEMS or the CONTRACTOR'S satisfaction, the invoice
37 shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed
amounts.

1 2. Audits and Inspections:

2 a. Maintain separate financial records for services provided through the term of this
3 Agreement, in accordance with generally accepted accounting principles. With reasonable notification
4 and during normal business hours, OCEMS shall have the right to review any and all business records
5 including financial records pertaining to the required services. All records shall be made available to
6 OCEMS at the CONTRACTOR'S OC office or other mutually agreeable location. OCEMS may audit,
7 copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts,
8 payroll, inventory, personnel and other records, daily logs and employment contracts.

9 b. On an annual basis, provide OCEMS with a financial statement compiled and reviewed
10 by a certified public accountant for ambulance operations in OC and/or separate business records of
11 financial accounting of any other businesses that share overhead with the ambulance service operation
12 attesting to the organization's financial solvency and adherence to General Accepted Accounting
13 Practices.

14 c. CONTRACTOR may be required by OCEMS to provide periodic reports in a format
15 specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and
16 adherence with approved and specified rates.

17 C. County License - OCEMS oversees ambulance services within the County. Pursuant to OCEMS
18 policies, an ambulance company must obtain the appropriate ambulance service and vehicle permits and
19 licenses. OCEMS Policies and ambulance service applications can be found on the Orange County
20 EMS website at www.healthdisasteroc.org/ems

21 D. Annual Performance Evaluation

22 OCEMS shall evaluate the performance of the CONTRACTOR on an annual basis, which may include,
23 but not be limited to:

24 1. Response Time performance standards assessed with reference to the minimum
25 requirements in the contract.

26 2. Clinical performance standards assessed with reference to minimum contract requirements.

27 3. Initiation of innovative programs to improve system performance.

28 4. Compliance with information reporting requirements.

29 E. Service Rates –

30 CONTRACTOR shall adhere to the Service Rates below:

31 1. BLS Service Rate: CONTRACTOR shall charge no more than the maximum Board of
32 Supervisors-approved BLS Service Rate to patients for the provision of the required services.

33 2. ALS Service Rate

34 a. The maximum ALS Service Rate may be charged for ALS services provided by the
35 ALS Service Provider provided that emergency ALS services to patients transported either ALS or BLS
36 were provided. For service calls in which ALS services are provided by the ALS Service Provider to
37 patients that are transported either ALS or BLS, CONTRACTOR shall be responsible for charging and

1 collecting the ALS Service Rate. No more than the maximum Board of Supervisors-approved ALS
 2 Service Rate may be charged. The ALS Service Rate is subject to change by the Board of Supervisors.
 3 The current approved maximum ALS Service Rate is \$387.35 per transport.

4 b. CONTRACTOR will be responsible for directly paying to the ALS Service Provider
 5 the ALS Reimbursement Rate provided that emergency ALS services to patients transported either ALS
 6 or BLS were provided.

7 1)The current ALS Reimbursement Rate is \$274.38 per transport. Should the ALS
 8 Service Provider change the ALS Reimbursement Rate to an amount other than \$274.38,
 9 CONTRACTOR shall be responsible for the payment of that alternate ALS Reimbursement Rate only in
 10 the event that the ALS Service Provider has provided thirty (30) days' notice to OCEMS and the
 11 selected Proposers of its plan to change the ALS Reimbursement Rate.

12 2) The ALS Reimbursement Rate for Medicare patients and patients with Medi-Medi
 13 or Medicare+Choice plans is ALS-1 or ALS-2 Increment. The ALS Reimbursement Rate for Medicare
 14 patients, including patients covered under Medi-Medi or Medicare+Choice plans (e.g., Secure
 15 Horizons), that use Medicare rates as a basis for payment in full, shall be based on the Medicare allowed
 16 amounts.

17 a) ALS-1 Emergency Services. The ALS Reimbursement Rate for ALS-1
 18 emergency transports and ALS-1 emergency assessments with BLS transports for Medicare patients,
 19 including patients covered under Medi-Medi or Medicare+Choice plans that use Medicare rates as a
 20 basis for payment in full is the ALS Increment. The ALS Increment is defined as the difference between
 21 the Medicare allowed amount for a given ALS service (i.e., ALS-1 or ALS-2) and the Medicare allowed
 22 amount for BLS emergency services, prior to the twenty percent (20%) co-payment deduction.

23 b) ALS-2 Services. The ALS Reimbursement Rate for ALS-2 services shall be the
 24 ALS Increment, as defined above.

25 c Medical Supply Flat Reimbursement Rate

26 CONTRACTOR shall reimburse the ALS Service Provider for each BLS/ALS transport to cover the
 27 ALS Service Provider's costs for providing expendable medical supplies provided that emergency ALS
 28 services to patients transported either ALS or BLS were provided. The current Medical Supply
 29 Reimbursement Rate is \$30.65 per BLS/ALS transport. Should the ALS Service Provider change the
 30 Medical Supply Reimbursement Rate to an amount other than \$30.65, CONTRACTOR shall be
 31 responsible for the payment of that alternate Medical Supply Reimbursement Rate only in the event that
 32 the ALS Service Provider has provided thirty (30) days' notice to OCEMS and the selected Proposers of
 33 its plan to change the Medical Supply Reimbursement Rate. ALS Reimbursement Rate.

34 d. Zero-Pay Patients

35 The ALS Service Provider shall not require selected Proposers to pay the established ALS
 36 Reimbursement Rate or Medical Supply Reimbursement Rate, nor any portion thereof, for zero-pay
 37 patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or

1 insurance is provided by a state or local subsidized health care program (e.g., MediCal, CalOptima,
2 California Child Services, Medical Services Network). Selected Proposers may seek relief from making
3 the required reimbursement payments to the ALS Service Provider by applying for a Zero-Pay Patient
4 Exemption as provided below.

5 e. Risk of Non-Payment

6 Except as provided otherwise herein, CONTRACTOR assumes the entire risk of non-payment for any
7 and all of the services rendered and the charges incurred in connection with performance, including all
8 BLS and ALS charges incurred, as well as all ALS reimbursements and medical supply reimbursements.

9 f. Medicare Patients

10 CONTRACTOR may not charge Medicare patients more than the maximum Medicare rate.

11 3. Billing, Audit, and Access to Records:

12 a. CONTRACTOR shall only bill for services according to the approved service rates and
13 schedules set forth and as authorized by OCEMS, with no additional fees or charges imposed unless
14 approved in writing and in advance by OCEMS.

15 b. Prior to the start of services, CONTRACTOR shall establish an auditable billing system
16 approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient
17 billing/records system shall be organized so that search and retrieval of all billing records can readily be
18 made by OCEMS according to the following criteria:

- 19 (1) BLS
- 20 (2) Patient Name
- 21 (3) Chief compliant (billed)
- 22 (4) Response location including zip code
- 23 (5) BLS Transport
- 24 (6) ALS Assessment/BLS Transport
- 25 (7) ALS Escort
- 26 (8) 9-1-1 Responses without transport
- 27 (9) Day/Month/Year/Time
- 28 (10) Patient care record number

29 4. Accounting –

30 Maintain accurate and complete records of all patient accounting in accordance with generally accepted
31 accounting principles and practices consistently applied. Provide, at no cost to OCEMS, access to such
32 records and information upon seventy-two (72) hours advanced written notice at all times during normal
33 business hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such
34 information. Records shall include but not limited to:

- 35 a. Patient invoices
- 36 b. All service charges
- 37 c. All reimbursements

1 d. All payments made to other providers

2 e. Invoices, payments, and correspondence to and from private insurers, federal or state
3 health care programs, responsible third parties, and OCEMS

4 5. Submission of Claims –

5 Submit timely and accurate claims for services provide. A third party billing agent may be used for this
6 purpose and must meet the requirements of this Agreement.

7 6. Monthly Payments to ALS Service Provider –

8 All ALS reimbursements and medical supply reimbursements, as required in this Section, (hereinafter
9 referred to as “Monthly Payments”) must be promptly paid by CONTRACTOR to ALS Service Provider
10 beginning ninety (90) days June 1, 2015, and such payments shall continue to be promptly remitted by
11 CONTRACTOR to ALS Service Provider thereafter within ninety (90) days after the first day of each
12 month throughout the contract term. Zero Pay Patient Exemptions may be requested by CONTRACTOR
13 for each qualifying call by following the procedures below.

14 7. Zero-Pay Patient Exemption Requests –

15 CONTRACTOR must submit to ALS Service Provider for approval all Zero-Pay Patient Exemption
16 requests and all documentation justifying each request. Zero-Pay Patient Exemption requests must be
17 submitted by CONTRACTOR with their monthly ALS reimbursement and medical supply
18 reimbursement payments for the month in which the exemption is requested and must be reflected as a
19 credit on the current monthly payment remittance. Requests for exemptions outside the current monthly
20 payment period will not be considered, except as provided herein. Each Zero-Pay Patient Exemption
21 will be evaluated and either granted or denied at the sole discretion of the ALS Service Provider.
22 CONTRACTOR shall be notified in writing by the ALS Service Provider designee if any exemption
23 request will be denied within thirty (30) days of receipt of the request. The decision may be appealed by
24 the CONTRACTOR to the Contract Administrator, whose decision shall be final. In the event a Zero-
25 Pay Patient Exemption request is denied, the requesting CONTRACTOR shall adjust its next monthly
26 payment remittance for the amount of the credit denied. Exemption requests for “Retro Credits” should
27 be made within the month the CONTRACTOR receives notification of the retroactive enrollment in a
28 qualified zero-pay patient program.

29 8. Contract Breach Affecting Health and Safety:

30 a. In the event OCEMS determines that a breach, actual or threatened, has or will occur,
31 or that a labor dispute has prevented performance, and if the nature of the breach is in OCEMS’ opinion
32 such that public health and safety are endangered, the matter shall be presented to the OCEMS Medical
33 Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur, and that
34 public health and safety would be endangered by allowing operations to continue, the CONTRACTOR
35 shall cooperate fully with OCEMS to affect a transition to allow the OCEMS identified alternate
36 emergency ambulance service provider to take over the provision of the required services.

37 //

1 b. In the event of determination by OCEMS that the CONTRACTOR is in breach of the
2 contract or applicable law, and that the nature of the breach is such that the public health and safety are
3 endangered, the performance security shall be subject to immediate release of funds to the County.

4 F. Alternate Emergency Ambulance Service Provider –

5 Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to
6 recognize and select the second highest scoring Proposer in each EOA as the back-up service provider in
7 the event the CONTRACTOR is unable to fulfill the terms of the contract at any time.

8 G. Transition Planning/Competitive Bid Requirement –

9 CONTRACTOR acknowledges that OCEMS intends to conduct a competitive procurement process for
10 the provision of the required services within OCEMS' EOAs prior to the termination of the contracts
11 that result from any solicitation. CONTRACTOR acknowledges and agrees that OCEMS may select a
12 different ambulance service provider to provide exclusive emergency ambulance services following any
13 competitive procurement process, and to reasonably extend its obligations hereunder if such extensions
14 are necessary to complete such process, including but not limited to, any reasonable decisions to cancel
15 and restart such processes.

16 H. General Provisions:

17 1. Permits and Licenses - Obtain and maintain any and all required federal, state, or local
18 permits or licenses required to perform the required services, and make all necessary payments for
19 licenses and permits for the required services and for issuance of state permits for all ambulance vehicles
20 used. It shall be entirely the responsibility of the CONTRACTOR to schedule and coordinate all such
21 applications and application renewals as necessary to ensure compliance with federal, state, and local
22 requirements for permits and licenses as necessary to provide the required services. CONTRACTOR
23 shall also be responsible for ensuring that its employee's state and local certifications necessary to
24 provide the required services, as applicable, are valid and current at all times.

25 2. Compliance with Laws and Regulations - All services provided under this Agreement shall
26 be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and
27 regulations, which shall be the CONTRACTOR's sole responsibility to determine which, and be fully
28 familiar with, all laws, rules, and regulations that apply to the required services, and to maintain
29 compliance with those applicable standards at all times.

30 3. Observation and Inspections:

31 a. OCEMS may, at any time, and without notification, directly observe operations of the
32 dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person" on
33 any vehicle at any time.

34 b. At any time during normal business hours, and as often as may be reasonably deemed
35 necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make
36 available to OCEMS for its examination, any and all business records, including incident reports, and
37 //

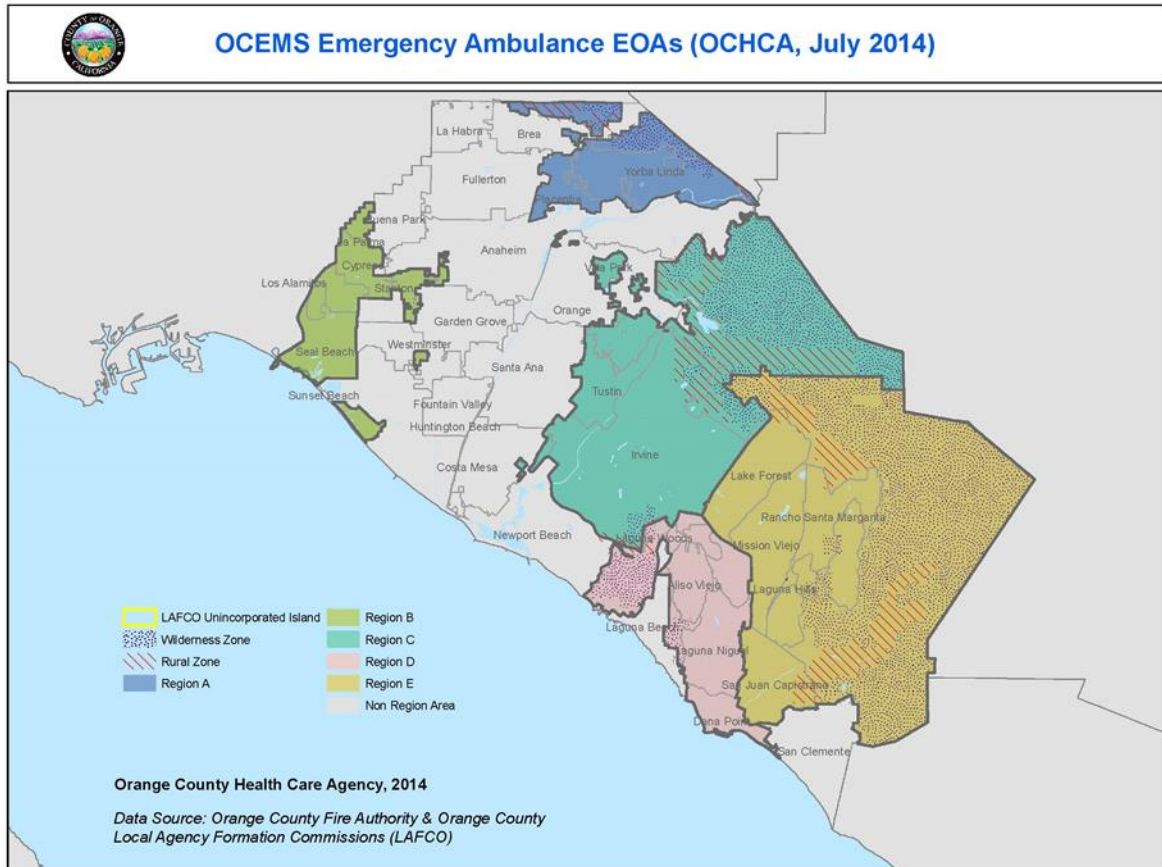
1 patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or
2 otherwise reproduce such records for OCEMS to fulfill its oversight role.

3 4. Notice of Litigation or Investigations - CONTRACTOR shall notify OCEMS within
4 twenty-four (24) hours of any actual, threatened or potential litigation, state investigation, or federal
5 investigation related to the CONTRACTOR's operations.

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 //

1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
 4 TRANSPORTATION AND RELATED SERVICES
 5 BETWEEN
 6 AND
 7 EMERGENCY AMBULANCE SERVICE, INC.
 8 EXCLUSIVE OPERATING AREA A
 9 JUNE 1, 2015 THROUGH MAY 31, 2020

10
11 **I. ASSORTED COUNTY AND EOA MAPS**



//
//
//
//