

1                                   AGREEMENT FOR PROVISION OF  
2                               9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,  
3                                   TRANSPORTATION AND RELATED SERVICES  
4   BETWEEN  
5   COUNTY OF ORANGE  
6                               AND CARE AMBULANCE SERVICE, INC.  
7                                   EXCLUSIVE OPERATING AREA D  
8                                   JUNE 1, 2020 THROUGH MAY 31, 2025  
9

10           THIS Agreement entered into this 1st day of June, 2020, (effective date), is by and between the  
11   COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and CARE  
12   AMBULANCE SERVICE, INC. (CONTRACTOR). COUNTY and CONTRACTOR may sometimes  
13   be referred to herein individually as “Party” or collectively as “Parties.” The Agreement shall be  
14   administered by the Orange County Health Care Agency (ADMINISTRATOR)  
15

16                                   **W I T N E S S E T H:**  
17

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

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

24           WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 19, 2019 seeking an  
25   exclusive, performance-based contract to assure Ambulance Service providers with state sanctioned anti-  
26   trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance  
27   transportation services within EOAs; and

28           WHEREAS, CONTRACTOR submitted a response to the RFP and was selected by the COUNTY  
29   for award of a contract for EOA Area D; and

30           WHEREAS, CONTRACTOR is licensed to operate as an Ambulance Service provider within the  
31   County of Orange and desires to provide quality, Basic Life Support (BLS) emergency ambulance  
32   response, transportation and related services to COUNTY within EOA Area D, as identified in Exhibit  
33   A, upon the terms and conditions set forth in this Agreement; and

34           WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
35   conditions hereinafter set forth;

36           NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained  
37   herein, COUNTY and CONTRACTOR do hereby agree as follows:

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**REFERENCED CONTRACT PROVISIONS**

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**Term:** June 1, 2020 through May 31, 2025

**Basis For Reimbursement:** Revenue Agreement

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

**CONTRACTOR DUNS Number:** 04-777-8493

**CONTRACTOR TAX ID Number:** 33-0285453

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701

**CONTRACTOR:** Care Ambulance Service, Inc.  
Troy Hagen  
1517 W. Braden Court  
Orange, CA 92868  
(714) 980-3136  
troyh@careambulance.net

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**I. ACRONYMS**

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

- A. ARRA American Recovery and Reinvestment Act
- B. ASRS Alcohol and Drug Programs Reporting System
- C. CAP Corrective Action Plan
- D. CCC California Civil Code
- E. CCR California Code of Regulations
- F. CFR Code of Federal Regulations
- G. CHPP COUNTY HIPAA Policies and Procedures
- H. CHS Correctional Health Services
- I. D/MC Drug/Medi-Cal
- J. DHCS Department of Health Care Services
- K. DPFS Drug Program Fiscal Systems
- L. DRS Designated Record Set
- M. HCA Health Care Agency
- N. HHS Health and Human Services
- O. HIPAA Health Insurance Portability and Accountability Act
- P. HSC California Health and Safety Code
- Q. MHP Mental Health Plan
- R. OCJS Orange County Jail System
- S. OCPD Orange County Probation Department
- T. OCR Office for Civil Rights
- U. OCSD Orange County Sheriff’s Department
- V. OIG Office of Inspector General
- W. OMB Office of Management and Budget
- X. OPM Federal Office of Personnel Management
- Y. PADSS Payment Application Data Security Standard
- Z. PC State of California Penal Code
- AA. PCI DSS Payment Card Industry Data Security Standard
- AB. PHI Protected Health Information
- AC. PII Personally Identifiable Information
- AD. PRA Public Record Act
- AE. USC United States Code
- AF. WIC State of California Welfare and Institutions Code

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**II. ALTERATION OF TERMS**

A. 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.

1. CONTRACTOR’s proposal are retained and incorporated by reference and made part thereof, except for assurances and promises that are unlawful.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or Exhibits A and B, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been 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 provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own compliance program, code of conduct and any compliance related policies and procedures. CONTRACTOR’s compliance program, code of conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to this Agreement. These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own compliance program to ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct, CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will internally comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

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1 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
2 ADMINISTRATOR’s annual compliance training to ensure proper compliance.

3 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
4 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
5 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
6 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
7 ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a  
8 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor’s  
9 proposed compliance program and code of conduct contain all required elements to the  
10 ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of  
11 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
12 CONTRACTOR shall revise its compliance program and code of conduct to meet  
13 ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s  
14 Compliance Officer’s determination and resubmit the same for review by the ADMINISTRATOR.

15 5. Upon written confirmation from ADMINISTRATOR’s compliance officer that  
16 CONTRACTOR’s compliance program, code of conduct and any compliance related policies and  
17 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
18 relative to this Agreement are made aware of CONTRACTOR’s compliance program, code of conduct,  
19 related policies and procedures and contact information for the ADMINISTRATOR’s Compliance  
20 Program.

21 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
22 retained to provide services related to this Agreement semi-annually to ensure that they are not  
23 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against  
24 the General Services Administration's Excluded Parties List System or System for Award Management,  
25 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and  
26 the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s  
27 Death Master File, and/or any other list or system as identified by ADMINISTRATOR.

28 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
29 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
30 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
31 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
32 ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and procedures (or  
33 CONTRACTOR’s own compliance program, code of conduct and related policies and procedures if  
34 CONTRACTOR has elected to use its own).

35 2. An Ineligible Person shall be any individual or entity who:  
36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
37 federal and state health care programs; or

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

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
6 Agreement.

7 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
8 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that  
9 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and  
10 State of California health programs and have not been excluded or debarred from participation in any  
11 federal or state health care programs, and to further represent to CONTRACTOR that they do not have  
12 any Ineligible Person in their employ or under contract.

13 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
16 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
17 Ineligible Person.

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

24 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
25 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
26 screened. Such individual or entity shall be immediately removed from participating in any activity  
27 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
28 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.  
29 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
30 overpayment is verified by ADMINISTRATOR.

31 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
32 Compliance Training available to Covered Individuals.

33 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
34 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
35 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
36 representative to complete the General Compliance Training when offered.

37 //



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

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

4           4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
5 copies of training certification upon request.

6           5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
7 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
8 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
9 CONTRACTOR shall provide copies of the certifications.

10          D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized  
11 Provider Training, where appropriate, available to Covered Individuals.

12           1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
13 Individuals relative to this Agreement. This includes compliance with federal and state healthcare  
14 program regulations and procedures or instructions otherwise communicated by regulatory agencies;  
15 including the Centers for Medicare and Medicaid Services or their agents.

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

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

19           4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
20 provide copies of the certifications upon request.

21           5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
22 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
23 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
24 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

25          E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

34           3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
35 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
36 accurately describes the services provided and must ensure compliance with all billing and  
37 documentation requirements.

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

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

5 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
6 participate in the quality improvement activities developed in the implementation of the Quality  
7 Management Program.

8 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR’s Cultural  
9 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
10 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
11 §1810.410.subds.(c)-(d).

12 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
13 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
14 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
15 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
16 Compliance Paragraph prior to ADMINISTRATOR’s right to terminate this Agreement on the basis of  
17 such default.

18  
19 **IV. CONFIDENTIALITY**

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

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

30  
31 **V. CONFLICT OF INTEREST**

32 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
33 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
34 apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of  
35 goods and services provided under this Agreement. CONTRACTOR’s efforts shall include, but not be  
36 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from  
37 providing or offering gifts, entertainment, payments, loans or other considerations which could be

1 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their  
2 duties.

3  
4 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

5 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
6 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
7 CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to  
8 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
9 Any attempted assignment or delegation in derogation of this paragraph shall be void.

10 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR’s  
11 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
12 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
13 assume CONTRACTOR’s duties and obligations contained in this Agreement and complete them to the  
14 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
15 part, without the prior written consent of COUNTY.

16 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
17 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
18 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
19 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
20 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
21 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

22 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
23 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
24 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
25 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
26 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
27 delegation in derogation of this subparagraph shall be void.

28 3. If CONTRACTOR is a governmental organization, any change to another structure,  
29 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
30 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
31 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of  
32 this subparagraph shall be void.

33 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
34 CONTRACTOR shall provide written notification of CONTRACTOR’s intent to assign the obligations  
35 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
36 the effective date of the assignment.

37 //

1 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
2 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
3 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
4 governing body of CONTRACTOR at one time.

5 6. COUNTY reserves the right to immediately terminate the Agreement in the event  
6 COUNTY determines, in its sole discretion that the assignee is not qualified or is otherwise  
7 unacceptable to COUNTY for the provision of services under the Agreement.

8 C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by  
9 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,  
10 meet the requirements of this Agreement as they relate to the service or activity under subcontract,  
11 include any provisions that ADMINISTRATOR may require, and are authorized in writing by  
12 ADMINISTRATOR prior to the beginning of service delivery.

13 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the  
14 subcontractor upon five (5) calendar days’ written notice to CONTRACTOR if the subcontractor  
15 subsequently fails to meet the requirements of this Agreement or any provisions that  
16 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported  
17 by CONTRACTOR.

18 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
19 pursuant to this Agreement.

20 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
21 amounts claimed for subcontracts not approved in accordance with this paragraph.

22 4. This provision shall not be applicable to service agreements usually and customarily  
23 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
24 services provided by consultants.

25 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR’s status  
26 with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is  
27 also obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation  
28 against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance  
29 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County  
30 that may arise prior to or during the period of Agreement performance. While CONTRACTOR will be  
31 required to provide this information without prompting from COUNTY any time there is a change in  
32 CONTRACTOR’s name, conflict of interest or litigation status, CONTRACTOR must also provide an  
33 update to COUNTY of its status in these areas whenever requested by COUNTY.

34  
35 **VII. DISPUTE RESOLUTION**

36 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
37 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a

1 reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be  
2 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

3 1. CONTRACTOR shall submit to the COUNTY Purchasing Agency a written demand for a  
4 final decision regarding the disposition of any dispute between the Parties arising under, related to, or  
5 involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final  
6 decision.

7 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
8 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the  
9 demand a written statement signed by an authorized representative indicating that the demand is made in  
10 good faith, that the supporting data are accurate and complete, and that the amount requested accurately  
11 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

12 B. Pending the final resolution of any dispute arising under, related to, or involving this  
13 Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via  
14 this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure  
15 to proceed diligently shall be considered a material breach of this Agreement.

16 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and  
17 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a  
18 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed  
19 a final decision adverse to CONTRACTOR's contentions.

20 D. This Agreement has been negotiated and executed in the State of California and shall be  
21 governed by and construed under the laws of the State of California. In the event of any legal action to  
22 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent  
23 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit  
24 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the  
25 Parties specifically agree to waive any and all rights to request that an action be transferred for  
26 adjudication to another county.

27  
28 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**IX. FACILITIES, PAYMENTS AND SERVICES**

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

**X. INDEMNIFICATION AND INSURANCE**

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

B. CONTRACTOR shall purchase and file with COUNTY, no later than two (2) weeks prior to the provision of services provided under this Agreement, a Performance Bond or Irrevocable Letter of Credit. The performance bond requirement may be secured by one of the following methods, or a combination thereof.

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

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

//

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

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

12 C. 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 D. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
20 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an  
21 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
22 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
23 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the  
24 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
25 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
26 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection  
27 by COUNTY representative(s) at any reasonable time.

28 E. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
29 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
30 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
31 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
32 Agreement, agrees to all of the following:

33 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
34 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
35 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
36 cost and expense with counsel approved by Board of Supervisors against same; and

37 //

1 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any  
 2 duty to indemnify or hold harmless; and

3 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
 4 which the duty to defend stated above applies, and CONTRACTOR’s SIR provision shall be interpreted  
 5 as though CONTRACTOR was an insurer and the COUNTY was the insured.

6 F. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
 7 this Agreement, the COUNTY may terminate this Agreement.

8 G. QUALIFIED INSURER

9 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of  
 10 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current  
 11 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,  
 12 but not mandatory, that the insurer be licensed to do business in the state of California (California  
 13 Admitted Carrier).

14 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
 15 Risk Management retains the right to approve or reject a carrier after a review of the company's  
 16 performance and financial ratings.

17 H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 18 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 combined single limit per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$5,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

37 //



Performance Security Bond

\$1,250,000 per EOA

I. REQUIRED COVERAGE FORMS

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

2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

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

L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

//

1 N. If CONTRACTOR’s Professional Liability and Network Security & Privacy Liability are  
2 “Claims Made” policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
3 the completion of the Agreement.

4 O. The Commercial General Liability policy shall contain a “severability of interests” clause also  
5 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

6 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
7 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
8 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
9 adequately protect COUNTY.

10 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
11 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
12 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
13 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this  
14 Agreement by COUNTY.

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

18 S. SUBMISSION OF INSURANCE DOCUMENTS

19 1. The COI and endorsements shall be provided to COUNTY as follows:

- 20 a. Prior to the start date of this Agreement.
- 21 b. No later than the expiration date for each policy.
- 22 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
23 changes to any of the insurance types as set forth in Subparagraph G, above.

24 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in  
25 the Referenced Contract Provisions of this Agreement.

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

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

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

37 //

1 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
2 CONTRACTOR’s monthly invoice.

3 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
4 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
5 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
6

7 **XI. INSPECTIONS AND AUDITS**

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

18 B. CONTRACTOR shall actively participate and cooperate with any Person specified in  
19 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
20 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
21 evaluation or monitoring.

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

24 **D. AUDIT RESPONSE**

25 1. Following an audit report, COUNTY may direct CONTRACTOR to implement appropriate  
26 corrective action either immediately or within a reasonable time, depending on the nature of the audit  
27 findings. In the event of non-compliance by CONTRACTOR with the findings made and/or corrective  
28 actions demanded in the audit report, COUNTY may in its sole discretion terminate this Agreement as  
29 provided for in Subparagraph B of the Termination Paragraph.

30 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
31 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
32 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
33 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
34 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
35 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
36 reimbursement due COUNTY.

37 //

1 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
2 fourteen (14) calendar days of receipt. Such audit as referenced in Subparagraph A of this paragraph  
3 shall include, but not be limited to, management, financial, programmatic or any other type of audit of  
4 CONTRACTOR’s operations, whether or not the cost of such operation or audit is reimbursed in whole  
5 or in part through this Agreement.

6  
7 **XII. LICENSES AND LAWS**

8 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
9 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
10 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
11 required by the laws, regulations and requirements of the United States, the State of California,  
12 COUNTY, and all other applicable governmental agencies.

13 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

14 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
15 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
16 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
17 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
18 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
19 COUNTY shall constitute grounds for termination of the Agreement.

20 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
21 of the award of this Agreement:

22 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security  
23 number, and residence address;

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

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

30  
31 **XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

32 A. Any written information or literature, including educational or promotional materials,  
33 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
34 to this Agreement must be approved at least thirty (30) days in advance and in writing by  
35 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written  
36 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
37 and electronic media such as the Internet.

1 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
2 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
3 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

4 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
5 available social media sites) in support of the services described within this Agreement,  
6 CONTRACTOR shall develop social media policies and procedures and have them available to  
7 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all  
8 forms of social media used to either directly or indirectly support the services described within this  
9 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
10 they pertain to any social media developed in support of the services described within this Agreement.  
11 CONTRACTOR shall also include any required funding statement information on social media when  
12 required by ADMINISTRATOR.

13 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
14 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

15  
16 **XIV. MINIMUM WAGE LAWS**

17 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
19 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
20 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
21 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
22 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
23 Wage.

24 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
25 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
26 pursuant to providing services pursuant to this Agreement.

27 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
28 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
29 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
30 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

31  
32 **XVI. NONDISCRIMINATION**

33 **A. EMPLOYMENT**

34 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as  
35 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any  
36 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
37 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,

1 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.  
2 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall  
3 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or  
4 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
5 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
6 gender identity, gender expression, age, sexual orientation, or military and veteran status.

7 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
8 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
9 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
10 for training, including apprenticeship.

11 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
12 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
13 the provision of benefits.

14 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
15 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
16 Opportunity Commission setting forth the provisions of the EOC.

17 5. All solicitations or advertisements for employees placed by or on behalf of  
18 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
19 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
20 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
21 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
22 shall be deemed fulfilled by use of the term EOE.

23 6. Each labor union or representative of workers with which CONTRACTOR and/or  
24 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
25 notice advising the labor union or workers' representative of the commitments under this  
26 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to  
27 employees and applicants for employment.

28 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
29 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
30 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
31 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
32 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
33 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
34 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
35 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
36 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
37 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all

1 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
2 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
3 factors identified above:

- 4 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 5 2. Providing any service or benefit to a Client which is different or is provided in a different  
6 manner or at a different time from that provided to other Clients.
- 7 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
8 others receiving any service and/or benefit.
- 9 4. Treating a Client differently from others in satisfying any admission requirement or  
10 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
11 any service and/or benefit.
- 12 5. Assignment of times or places for the provision of services.

13 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
14 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
15 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
16 ADMINISTRATOR.

17 1. Whenever possible, problems shall be resolved informally and at the point of service.  
18 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to  
19 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
20 CONTRACTOR either orally or in writing.

21 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
22 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

23 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
24 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
25 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
26 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
27 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
28 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
29 with succeeding legislation.

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
36 state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
37 //

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
2 state or COUNTY funds.

3  
4 **XVII. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24  
25 **XVII. NOTIFICATION OF DEATH**

26 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
27 CONTRACTOR shall immediately notify ADMINISTRATOR.

28 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
29 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
30 name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

31 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
32 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
33 served pursuant to this Agreement; notice need only be given during normal business hours.

34 2. WRITTEN NOTIFICATION

35 a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send  
36 via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming  
37 aware of the death due to non-terminal illness of any person served pursuant to this Agreement.



1 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written  
2 report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware  
3 of the death due to terminal illness of any person served pursuant to this Agreement.

4 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
5 hand deliver or fax to a known number said notification.

6 C. If there are any questions regarding the cause of death of any person served pursuant to this  
7 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related  
8 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
9 Notification of Death Paragraph.

10  
11 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

15 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
16 which claims are submitted for reimbursement under this Agreement and the charges thereto. Such  
17 records shall include, but not be limited to, individual patient charts and utilization review records.

18 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN  
19 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was  
20 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

21 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
22 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
23 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare  
24 principles of reimbursement and GAAP.

25 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
26 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
27 necessity of the service, and the quality of care provided. Records shall be maintained in accordance  
28 with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

34 C. CONTRACTOR’s participant, client, and/or patient records shall be maintained in a secure  
35 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish  
36 and implement written record management procedures.

37 //

1 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years/ten (10)  
2 years from the termination of the contract, unless a longer period is required due to legal proceedings  
3 such as litigations and/or settlement of claims.

4 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7)/ten (10) years  
5 following discharge of the participant, client and/or patient.

6 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
7 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
8 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
9 written approval to CONTRACTOR to maintain records in a single location, identified by  
10 CONTRACTOR.

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

14 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that  
15 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or  
16 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records  
17 maintained by or for a covered entity that is:

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

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

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

23 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance  
24 with the terms of this Agreement and common business practices. If documentation is retained  
25 electronically, CONTRACTOR shall, in the event of an audit or site visit:

26 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
27 or site visit.

28 2. Provide auditor or other authorized individuals access to documents via a computer  
29 terminal.

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

32 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
33 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security  
34 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or  
35 regulation, and copy ADMINISTRATOR on such notifications.

36 //  
37 //

1 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
2 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
3 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

4  
5 **XIX. REVENUE**

6 A. CLIENT FEES – CONTRACTOR shall charge a fee to clients to whom services are provided  
7 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system  
8 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,  
9 but it shall not exceed the actual cost of services provided. No person shall be denied services because  
10 of an inability to pay.

11 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
12 available third-party reimbursement for which persons served pursuant to this Agreement may be  
13 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary  
14 charges.

15 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
16 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically  
17 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
18 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
19 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
20 CONTRACTOR to be uncollectible.

21  
22 **XX. SEVERABILITY**

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

28  
29 **XXI. STATUS OF CONTRACTOR**

30 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
31 wholly responsible for the manner in which it performs the services required of it by the terms of this  
32 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
33 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
34 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
35 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR  
36 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
37 subcontractors as they relate to the services to be provided during the course and scope of their

1 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
2 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
3 be COUNTY employees.

4  
5 **XXII. TAX LIABILITY**

6 CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes  
7 or similar levies as a result of any monies paid CONTRACTOR under this Agreement. CONTRACTOR  
8 shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses, demands,  
9 including defense costs and attorney fees, whether resulting from court action or otherwise, in the event  
10 that any taxing authority or other agency attempts to obtain from COUNTY any such monies, or  
11 penalties or interest imposed, resulting from any failure of CONTRACTOR to comply with the  
12 provisions of this paragraph.

13  
14 **XXIII. TERM**

15 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
16 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
17 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
18 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as  
19 would normally extend beyond this term, including but not limited to, obligations with respect to  
20 confidentiality, indemnification, audits, reporting and accounting.

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

23  
24 **XXIV. TERMINATION**

25 A. Either Party may terminate this Agreement, without cause, upon one hundred sixty (160)  
26 calendar days' written notice given the other Party.

27 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative  
28 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject  
29 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not  
30 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as  
31 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved  
32 and/or the Agreement could be terminated.

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

37 //

1 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence  
2 of any of the following events:

- 3 1. The loss by CONTRACTOR of legal capacity.
- 4 2. Cessation of services.
- 5 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to  
6 another entity without the prior written consent of COUNTY.
- 7 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
8 required pursuant to this Agreement.
- 9 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
10 Agreement.
- 11 6. The continued incapacity of any physician or licensed person to perform duties required  
12 pursuant to this Agreement.
- 13 7. Unethical conduct or malpractice by any physician or licensed person providing services  
14 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
15 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
16 Agreement.

17 E. CONTINGENT FUNDING

- 18 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 19 a. The continued availability of federal, state and county funds for reimbursement of  
20 COUNTY’s expenditures, and
  - 21 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
22 approved by the Board of Supervisors.
- 23 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
24 terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given  
25 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated  
26 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

27 F. In the event this Agreement is suspended or terminated prior to the completion of the term as  
28 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its  
29 Sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the  
30 reduced term of the Agreement.

31 G. In the event this Agreement is terminated by either Party pursuant to Subparagraphs B., C., or D.  
32 above, CONTRACTOR shall do the following:

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
34 is consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
36 performance during the remaining contract term.

37 //

1 3. Until the date of termination, continue to provide the same level of service required by this  
2 Agreement.

3 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
4 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
5 orderly transfer.

6 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
7 Client’s best interests.

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

10 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
11 supplies purchased with funds provided by COUNTY.

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

18 9. Provide written notice of termination of services to each Client being served under this  
19 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
20 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
21 day period.

22 H. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
23 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

24  
25 **XXVI. THIRD PARTY BENEFICIARY**

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

28  
29 **XXVIII. WAIVER OF DEFAULT OR BREACH**

30 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
31 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
32 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
33 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
34 Agreement.

35 //  
36 //  
37 //

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

3 CARE AMBULANCE SERVICE, INC.

4  
5 DocuSigned by:  
6 BY: Troy Hagen  
7 10F302F17E5A452...

DATED: 11/22/2019

8 TITLE: CEO

9  
10 DocuSigned by:  
11 BY: B.R.  
12 9F2935D1EE80487...

DATED: 11/22/2019

13 TITLE: Secretary

14  
15  
16  
17  
18 COUNTY OF ORANGE

19  
20 DocuSigned by:  
21 BY: Anna Peters  
22 F19CA7090804BF  
HEALTH CARE AGENCY

DATED: 2/4/2020

23  
24  
25 APPROVED AS TO FORM  
26 OFFICE OF THE COUNTY COUNSEL  
27 ORANGE COUNTY, CALIFORNIA

28  
29 DocuSigned by:  
30 BY: Massoud Shamel  
31 79056CA571A94F8...  
DEPUTY

DATED: 12/2/2019

32  
33 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
34 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
35 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
36 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
37 signature alone is required by ADMINISTRATOR.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,  
 TRANSPORTATION, AND RELATED SERVICES  
 COUNTY OF ORANGE  
 AND  
 CARE AMBULANCE SERVICE, INC  
 EXCLUSIVE OPERATING AREA D  
 JUNE 1, 2020 THROUGH MAY 31, 2025

**I. EXCLUSIVE OPERATING AREA DESIGNATION**

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

B. Exclusive Operating Area D shall encompass Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods and associated unincorporated areas of Aliso Woods, Aliso Canyon, Laguna Wilderness and Emerald Bay.

**II. OPERATIONS**

A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN  
 CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is not limited to, the following:

1. Compliance with the terms of the Agreement, minimum performance standards, and applicable rules and regulations.

2. Compliance with process measurements and process improvements that integrate with the Orange County Emergency Medical Services (OCEMS) CQI Plan.

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

4. Includes CQI indicators, which shall be measured by all system participants, and may be developed in collaboration with the base hospitals, 9-1-1 Advanced Life Support (ALS) providers, and OCEMS.

5. Indicators that are based on current California EMSA Core Measures, EMS data analysis, research, and call demand.



- 1           6. Participates in and comply with the OCEMS CQI committees and audit processes.
- 2           7. CONTRACTOR shall be informed of OCEMS' expectations of CQI specifically related to
- 3 the terms of the Agreement:
- 4           a. Continually perform Quality Assurance and Quality Improvement, including but not
- 5 limited to:
- 6                 1) Organize CQI results and submit to OCEMS in the format specified in Paragraph
- 7 II. A. subparagraph 8 (below) on a quarterly basis.
- 8                 2) Demonstrate progressive quality improvement results evidenced by semi-annual
- 9 written updates to OCEMS on the effectiveness of the plan and summary of activities conducted under
- 10 the plan.
- 11           b. Accurate determination of training needs of:
- 12                 1) Individual
- 13                     a) Field level personnel
- 14                     b) Dispatch personnel
- 15                     c) Supervisor personnel
- 16                     d) Administrative (including billing) personnel
- 17                 2) System wide
- 18                     a) Operational
- 19                     b) Clinical
- 20                     c) Administrative
- 21           c. Include action planning to improve performance, based upon core indicators as
- 22 identified through CONTRACTOR's CQI process.
- 23           d. Include action planning to improve performance, based upon core indicators as
- 24 established by OCEMS.
- 25           8. CONTRACTOR shall submit all CQI reports in the following format:
- 26           a. Cover page including:
- 27                 1) CONTRACTOR Name
- 28                 2) Region
- 29                 3) Date of Submission
- 30                 4) Person Completing Report
- 31                 5) Title of Person Completing Report
- 32           b. Summary of Findings
- 33           c. Quality Indicator Sheet
- 34           d. Detailed Results
- 35                 1) Following principles of OCEMS Policy 385.00
- 36           e. Application of findings
- 37                 1) Following principles of OCEMS Policy 385.00

1 B. RESPONSE TIME OPERATIONS

2 1. Response Time Performance Requirement

3 a. Successful performance of the subject services shall in part be based on  
4 CONTRACTOR’s compliance with the Response Time Standards set forth herein. Response Times are  
5 a combination of dispatch, operations, and field operations. Therefore, an error in one (1) phase of  
6 operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be  
7 the basis for an exception to performance in another phase of operations (e.g. clinical performance or  
8 response time performance). Appropriate response time performance is the result of a coordinated effort  
9 of total operations, and therefore, is solely the responsibility of CONTRACTOR.

10 b. Response Times shall be measured in minutes and integer seconds, and shall be “time  
11 stamped” by CONTRACTOR’s computer aided dispatch system. The standards include two (2) code  
12 priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and  
13 compliance purposes. As set forth in TABLE 1 “Response Time Compliance Requirements”, Response  
14 Times originating from within an EOA shall meet specific performance standards.

15 1) Call Classifications

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

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

20 2) Geographical Zones within EOAs

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

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

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

32 //  
33 //  
34 //  
35 //  
36 //  
37 //

**TABLE 1: Response Time Compliance Requirements**

EOA Geographical Zone	Code Priority	Time in Minutes
Metro/Urban	Code 3	≤ 10:00
Metro/Urban	Code 2	≤ 15:00
Suburban/Rural	Code 3	≤ 20:00
Suburban/Rural	Code 2	≤ 25:00
Wilderness	Code 3	≤ 28:00
Wilderness	Code 2	≤ 35:00

### 3) Response Time Compliance for Individual Emergency Response EOAs

a) In developing Response Time standards, OCEMS uses the three (3) geographical zones within an EOA as identified in TABLE 1 “Response Time Compliance Requirements”, above, for Response Time compliance measurement. Response Time compliance requirements for the geographical zones shall be reported and utilized for compliance purposes. Specifically, all responses in the County, in all geographical zones within EOAs, are included in the calculation of non-compliance penalties for emergency responses.

### 4) Equity in Response Times

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

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

## 2. Response Time Measurement Methodology

a. Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in TABLE 1 “Response Time Compliance Requirements”, above. The Response Time measurement methodology employed can significantly influence operational requirements for the EMS system. The following measurements are applicable:

### 1) Call Receipt Time

a) “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.

### 2) At Scene Time

a) “At Scene” time means the moment the 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

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

7 3) Response Time

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

11 4) Failure to Report "At Scene" Time

12 a) In instances when ambulance crews fail to report "At Scene", the time of the  
13 next communication between dispatch and the ambulance crew shall be used as the "At Scene" time.  
14 However, the actual arrival time through another means (e.g. First Responder, AVL, communications  
15 tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is  
16 expected to actively monitor, and minimize, the number of data amendment requests related to the crews  
17 failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At  
18 Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph  
19 IV. B. "Penalty Provisions", Tables 3 and 4 of this Exhibit A.

20 5) Calculating Upgrades, Downgrades, Turn-around and Cancelled Response

21 a) From time to time special circumstances may cause changes in call priority  
22 classification. Response Time calculations for determination of compliance with standards and penalties  
23 for non-compliance shall be as follows:

24 b) Upgrades

25 (1) If an assignment is upgraded prior to arrival on scene (e.g. Code 2 priority  
26 to Code 3 priority), compliance and penalties, shall be calculated based on the shorter of:

27 (a) Time elapsed from dispatch to time of upgrade, plus the higher priority  
28 Response Time Standard; or

29 (b) The lower priority Response Time Standard

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

34 c) Downgrades

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

37 //

1 (a) If the time of the downgrade occurs after the higher priority Response  
2 Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or

3 (b) If the time of the downgrade occurs before the higher priority  
4 Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such  
5 cases, documentation must be presented for validation of the reason why the priority status was  
6 downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall  
7 apply.

8 d) Reassignment En Route

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

14 e) Cancelled Calls

15 (1) If an assignment is cancelled prior to arrival on the scene, compliance and  
16 penalties will be calculated on the elapsed time from dispatch to the time the call was cancelled.

17 f) Response Times Outside of the County of Orange

18 (1) CONTRACTOR shall not be held accountable for Response Time  
19 compliance for any assignment originating outside of the County. Responses to request for service  
20 outside the County limits shall not be counted in the total number of calls used to determine compliance.

21 g) Each Incident/Separate Response

22 (1) Each incident shall be counted as a single response regardless of the  
23 number of units that are utilized. Each responding unit shall be held to their own individual Response  
24 Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual  
25 unit Response Times shall be calculated at the appropriate priority level and be held to the Response  
26 Time Compliance Requirements in TABLE 1 "Response Time Compliance Requirements".

27 h) Coverage and Dedicated Ambulances, Use of Stations/Posts.

28 (1) These specifications are for a performance based approach rather than a  
29 level of effort undertaking involving defined locations. OCEMS neither accepts nor rejects  
30 CONTRACTOR's level of effort estimates; rather OCEMS accepts the commitment to employ whatever  
31 level of effort is necessary to achieve the Response Time and other performance results required to meet  
32 the requirements of this Agreement. Ambulance resources shall be deployed in a manner consistent with  
33 this standard.

34 3. CQI

35 a. CONTRACTOR shall consistently perform CQI in all areas related to their Response  
36 Time Operations. CQI must meet the requirements set forth in Paragraph II.B. "Response Time  
37 Operations" of this Exhibit A and OCEMS Policy 385.00.

1 C. DISPATCH OPERATIONS

2 1. CONTRACTOR shall be required to meet the following operational expectations, core  
3 requirements, and activities:

4 a. Dispatch Operations

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

8 2) CONTRACTOR shall ensure 24/7 operation of the EMS dispatch system utilizing  
9 qualified personnel and supervision.

10 b. Dispatch Personnel

11 1) CONTRACTOR shall have a comprehensive dispatcher and call taker program that  
12 ensures effective dispatch operations with requirements for employee eligibility, education and training.

13 2) CONTRACTOR dispatchers, dispatch supervisors, and Data Management Liaison  
14 shall maintain the obligation of accurate recording of all Computer Aided Dispatch (CAD) data.

15 a) Assigned dispatchers shall be familiar in the utilization of EOA regional  
16 designations, OCEMS provided EOA shape files, and borders to make certain that calls are  
17 appropriately assigned and captured for oversight and monitoring.

18 b) Assigned dispatchers shall be aware of the appropriate way to change the status  
19 units as each call evolves. (e.g. actual cancellation of units that are removed from a call, dispatching  
20 second units, opening secondary Patient Care Reports (PCR) and appropriately recording times prior to  
21 closure of the call).

22 c) OCEMS will monitor Dispatch Operations through standards set in Paragraph  
23 II.C. "Dispatch Operations" of this Exhibit A. Deficient areas in Data Management specifically related  
24 to CAD and Dispatch Operations may receive a Corrective Action Plan.

25 c. CQI

26 1) CONTRACTOR shall consistently perform CQI in all areas related to their  
27 Dispatch Operations. CQI must meet the requirements set forth in Paragraph II.C. "Dispatch  
28 Operations" of this Exhibit A and OCEMS Policy 385.00.

29 D. DATA MANAGEMENT

30 1. CONTRACTOR shall provide, maintain, and adhere to the following:

31 a. Data and Reporting Requirements

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

36 1) Dispatch Computer

37 //

1 a) The dispatch computer utilized shall include security features preventing  
2 unauthorized access or retrospective adjustments to data with full audit trail documentation. In  
3 conjunction with OCEMS, establish procedures to automate the monthly reporting requirements not  
4 collected within CAD data.

5 2) Records

6 a) Complete, maintain, and provide to OCEMS, upon request, adequate records  
7 and documentation to demonstrate its compliance performance.

8 3) Data Integrity

9 a) CONTRACTOR will routinely perform CQI of required CAD data throughout  
10 the term of the Agreement following the standards in the CQI portion of this Exhibit A and OCEMS  
11 Policy 385.00. OCEMS will designate areas of compliance to be measured which may be subject to  
12 change. Newly identified areas of focus shall be measured at the start of the following month. The CQI  
13 data shall include, but is not limited to:

14 (1) CAD Data Completeness by element

15 (2) CAD Data Accuracy by element

16 (3) Time Measurement

17 (a) Overall accuracy (chronological time elements);

18 (b) Elapsed time between left scene to destination time (transport  
19 time);

20 (c) Elapsed time between arrival at destination to back in service time  
21 (patient offload time);

22 (d) Transfer of patient care to posting of PCR;

23 (e) Elapsed time between destination time to back in service time;

24 (f) Frequency of unauthorized data adjustments;

25 (g) Any adjustment made to data fields after a unit is placed back in  
26 service; and

27 (h) Any adjustments made by billing personnel must also be included.

28 c. Data Reporting and Scheduled Reports

29 1) Document and report to OCEMS, monthly, in writing, and on a form provided by  
30 OCEMS, Data Compliance. Provide to OCEMS, within 20 business days after the first of each calendar  
31 month, computer database data in an electronic format and reports pertaining to performance during the  
32 preceding month related to clinical, operational, and financial performance.

33 a) Provide OCEMS with any changes in ownership, executive leadership,  
34 management, and EOA supervisors.

35 b) A list of each call, sorted by Emergency Response EOA, where there was a  
36 failure to properly record all times necessary to determine the Response Time.

37 c) A list of all mutual aid responses coming from outside of an EOA.

d) Summary of interrupted calls due to vehicle/equipment failures.

e) Summary of interrupted calls due to involvement in non-injury and injury accidents.

f) On a monthly basis, submit a list based on billing data of all invoiced 9-1-1 transports, sorted by Emergency Response EOA, level of care provided (ALS/BLS), independent of actual payment status, in a format provided by OCEMS at the start of contract.

d. Response Time Statistical Data

1) Within twenty (20) business days following the last day of each month ensure that any CAD data missing EOA required data elements within Orange County Medical Emergency Data System (OC-MEDS) are available to OCEMS in a computer readable format provided by OCEMS. The approved format will outline the required elements for statistical analysis. CONTRACTOR maintains the obligation to accurately report, in near-real time, all Response Time statistical data to the OC-MEDS system. Ambulance responses originating outside of the County border shall be excluded from submission by CONTRACTOR.

a) Response Time Compliance Reports (Monthly):

(1) Total Transports for the previous month, based on CAD data

(2) Cancelled calls prior to arrival on scene

(3) Data reconciliation request reports and resolution

e. Ambulance Zone Equity of Response Time

1) CONTRACTOR shall report to OCEMS each quarter its response time performance in the existing ambulance zones within EOAs. Ambulance zones are inclusive of individual cities and unincorporated communities. CONTRACTOR is expected to perform routine monitoring and CQI to prevent poor response times. Chronically poor response time performance in any of the zones will result in CONTRACTOR being required to modify their deployment plans to achieve consistent performance.

a) Chronically poor performance is defined as failure to meet Response Time standards in any (2) two months in any six (6) consecutive months for compliance measurement and application of penalties. OCEMS reserves the right to evaluate any zone within an EOA to identify pockets of poor Response Time performance and refer such findings to CONTRACTOR for correction and improvement.

f. Data Amendment Request

1) CONTRACTOR shall maintain mechanisms for backup capacity, or reserve production capacity to increase production should a temporary system overload occur. It is understood that from time to time unusual factors beyond CONTRACTOR's reasonable control may affect the compliance with specified Response Times Standards. Ambulance mechanical failure, equipment failure, traffic congestion not caused by the incident, lost ambulance crews, poor employee performance,

//



1 or other causes deemed to be within CONTRACTOR’s control or awareness shall not be grounds to  
2 grant a data amendment request to achieve compliance with the Response Time Standard.

3 2) In the monthly calculation of performance to determine compliance with the  
4 Response Time Standards, every request from a recognized public safety agency originating from within  
5 Orange County shall be included, except as follows:

6 a) Declared Disasters

7 (1) Response Time requirements may be suspended at the sole discretion of  
8 OCEMS during a disaster in the County or during a declared disaster in a neighboring jurisdiction to  
9 which ambulance assistance is being provided as requested by OCEMS.

10 b) Good Cause

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

23 (2) Unusual system overload is defined as two hundred percent (200%) of the  
24 countywide average demand for the day of the week and hour of day. The average demand for each day  
25 and hour is to be calculated on an annual basis using the prior calendar year’s actual run volume.

26 3) Data Amendment Request Procedure

27 a) It is CONTRACTOR’s responsibility to apply to OCEMS for a data  
28 amendment. The request must be in writing and received by OCEMS within twenty (20) business days  
29 of the end of the month of occurrence. If OCEMS determines that any response or group of responses  
30 should be modified to reflect Response Time compliance due to unusual factors beyond  
31 CONTRACTOR’s reasonable control, detailed documentation for each actual response in question shall  
32 be provided to OCEMS.

33 (1) All requests shall be submitted in a format provided to CONTRACTOR by  
34 OCEMS. The required format and file types will be provided to CONTRACTOR at the start of the  
35 contract. Requests and/or supplemental documentation not in the approved format will not be considered  
36 eligible or evaluated for data amendment.

37 //

1 (2) A request for an amendment received after twenty (20) business days of the  
2 close of the month of occurrence will not be considered. OCEMS Contract Administrator will review  
3 each amendment request and make a decision for approval or denial. Any appeal of the decision must be  
4 submitted, in writing, to the OCEMS Medical Director within five (5) calendar days after the  
5 committee’s decision. CONTRACTOR’s appeal to the OCEMS Medical Director shall constitute  
6 CONTRACTOR’s exclusive remedy to challenge the denial of a request for an amendment. All  
7 decisions by the OCEMS Medical Director shall be considered final.

8 4) Approved Data Amendments

9 a) CONTRACTOR will receive notification of approvals at the completion of the  
10 data amendment process. CONTRACTOR will be responsible to update the OC-MEDS CAD data to  
11 reflect the approved data amendments within ten (10) calendar days of notification.

12 b) At the end of the ten (10) calendar days, OCEMS will download the amended  
13 data from OC-MEDS. This data will be utilized for Response Time compliance and statistical analysis.

14 g. Other Required Reports

15 1) Throughout the term of the Agreement, OCEMS will identify areas of deficiency or  
16 concern which may require additional reports. CONTRACTOR must provide these additional reports,  
17 and any other requested records, on the first calendar day of the following month.

18 h. Defining Data Deficiencies

19 1) Data collected by the provider, and submitted through OC-MEDS, are utilized to  
20 perform a significant portion of contract oversight and monitoring. These elements are found in  
21 Paragraph IV.A. “Penalty Provisions” TABLES 3-7 of this Exhibit A.

22 a) Required reporting elements are subject to change based on evolving federal,  
23 state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 6  
24 “Defining Data Deficiencies” is required to improve oversight and monitoring, the new element will be  
25 required to be reported at the start of the following month. When data elements are incomplete they are  
26 considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the  
27 number of occurrence per incident record. Data deficiencies include, but are not limited to:

- 28 (1) Non-chronological values (e.g. on scene time occurs prior to dispatch  
29 notified time);
- 30 (2) Blank values (e.g. missing incident address, city, zip code, etc.);
- 31 (3) Inaccurate value (e.g. indicating a transport when a unit was cancelled);
- 32 (4) Missing records (e.g. the record was not submitted to OCMEDS via CAD,  
33 and was not submitted within the 20 day record reconciliation period); and
- 34 (5) Other areas as observed and defined by OCEMS during the Agreement  
35 term.

36 i. CQI

37 //

1 1) CONTRACTOR shall consistently perform CQI in all areas related to their Data.  
2 CQI must meet the requirements set forth in Paragraph II.D. "Data Management" of this Exhibit A and  
3 OCEMS Policy 385.00.

4 E. PCRS and OC-MEDS COMPLIANCE

5 1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to  
6 document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies  
7 (Ref. OCEMS Policies 300.20, 300.30 and 300.31).

8 a. PCRS Technical Requirements

9 1) CONTRACTOR shall establish and maintain a CAD integration with OC-MEDS,  
10 which shall include a one-way data push from the CAD system to OC-MEDS with real time updates  
11 upon each status change. The CAD integration shall be established regardless of the PCRS used.

12 2) CONTRACTOR shall establish and maintain technical interoperability which  
13 allows for the transfer of patient care information in real time between EMS providers in the field. This  
14 function is necessary to ensure for the continuity of patient care so that the ALS provider may transfer  
15 their PCR to the ambulance transport provider at the time of service in the field.

16 3) CONTRACTOR shall supply and maintain computer hardware required to support  
17 PCR documentation within the PCRS.

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

21 b. PCR Compliance and Training

22 1) CONTRACTOR shall accurately complete a PCR on every patient to include all  
23 information required pursuant to OCEMS Policy 300.10.

24 2) CONTRACTOR shall accurately complete a PCR for every dispatched unit  
25 regardless of call outcome. This includes:

26 a) Transports

27 b) Cancelled units

28 (1) A cancelled unit is defined as any unit that is dispatched to an incident, and  
29 cancelled at any point during their response regardless of the elapsed time or number of units dispatched.

30 c) Public assists

31 3) CONTRACTOR shall ensure the PCR is posted and/or transmitted to OC-MEDS  
32 upon completion of each call and is distributed pursuant to established OCEMS Policies and Procedures.  
33 CONTRACTOR shall ensure that their data submissions are compliant with OCEMS Data Standards  
34 pursuant to OCEMS Policy 300.31.

35 4) CONTRACTOR shall provide an electronic copy of the PCR to the emergency  
36 receiving center for each patient.

37 //

1 5) CONTRACTOR shall provide initial and continuing PCRS education and training  
2 for employees.

3 c. CQI

4 1) CONTRACTOR shall consistently perform CQI in all areas related to their PCRS  
5 and OC-MEDS compliance. CQI must meet the requirements set forth in in Paragraph II.E. "PCR and  
6 OC-MEDS Compliance" of this Exhibit A and OCEMS Policy 385.00.

7 F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

8 1. 800 MHz County-wide Coordinated Communications System (800 MHz C.C.C.S.)

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

18 2. Compliance with Laws

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

24 b. CONTRACTOR's ERCS must comply with all federal, state, and local laws, rules,  
25 statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and  
26 emergency communications over approved Federal Communications Commission (FCC) frequencies at  
27 all times during the term of the contract.

28 c. All Motorola 800MHz mobile and C.C.C.S. radios must meet 9-1-1 ALS Provider,  
29 OCC, ECC, 800 MHz C.C.C.S. Standard Operating Procedures, and OCEMS specifications,  
30 compatibility, and requirements, as applicable.

31 3. Communications Requirements

32 CONTRACTOR shall comply with the following requirements concerning the installation, use,  
33 operation, and maintenance of their ERCS:

34 a. Prior to the contract start date, have any and all FCC licenses and authorizations  
35 required for the engineering, assembling, installation, use, operation, and maintenance of the ERCS,  
36 which is necessary to provide the required services.

37 //

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

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

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

6 e. Provide and maintain a dedicated point-to-point telephone ring-down line between 9-1-  
7 1 ALS Provider Emergency Communications Center and the ambulance dispatch center.

8 4. CAD Interface

9 a. CONTRACTOR shall establish and maintain a CAD interface, or other equivalent  
10 electronic data system, that is compatible with the 9-1-1 ALS Provider Emergency Command Center  
11 (ECC), which may include, but is not limited to, hardware; software; and telecommunications lines that  
12 meet 9-1-1 ALS Provider specifications.

13 5. System Upgrades

14 a. CONTRACTOR shall upgrade the ERCS with comparable and compatible technology  
15 to upgrades made to 9-1-1 ALS Provider or County ERCS.

16 6. Vehicle Communications Motorola 800 MHz Mobile Radio

17 a. Prior to the start of Agreement, CONTRACTOR shall install and maintain an OCEMS  
18 and OCC approved Motorola 800MHz mobile radio in the front passenger area of each ambulance that  
19 will be used to provide the required services. Additional requirements include:

20 1) Obtain all necessary licenses, permits, and/or approvals from OCC (and any other  
21 applicable licensing or permitting agency) to operate and maintain Motorola 800 MHz mobile radios in  
22 conjunction with the 800 MHz C.C.C.S.

23 2) Comply with all federal, state, and local laws, rules, statutes, and regulations  
24 governing the operation of 800 MHz mobile radios, including compliance with 800 MHz C.C.C.S.  
25 Standard Operating Procedures.

26 3) Ensure Motorola 800 MHz mobile radios are pre-assigned to a vehicle with a pre-  
27 identified radio identifier. Each ambulance must have an ambulance status tracking program that  
28 transmits a responding ambulances status (e.g., en route, on scene, and available status functions)  
29 through the Motorola 800 MHz radio or similar system.

30 4) Motorola 800MHz mobile radios must meet 9-1-1 ALS Provider, OCC, FCC, 800  
31 MHz C.C.C.S., and OCEMS specifications, compatibility, and requirements.

32 7. Mobile Data Computer System

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

37 1) UHF Med 9 Radio

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

5 8. Web Based Communications Application

6 a. CONTRACTOR shall install a web-based communication application at the dispatch  
7 center for hospital status, required assessments and messages, and multi-casualty incident (MCI)  
8 coordination (e.g. ReddiNet).

9 9. CQI

10 a. CONTRACTOR shall consistently perform CQI in all areas related to their Emergency  
11 Response Communications Systems. CQI must meet the requirements set forth in Paragraph II.F.  
12 “Emergency Response Communications” of this Exhibit A and OCEMS Policy 385.00.

13 G. FACILITIES, SUPPLIES, AND EQUIPMENT

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

20 a. Standard Inventory

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

23 2) In addition to OCEMS standard ground ambulance equipment (OCEMS Policy  
24 720.30), an automated external defibrillator shall be carried and stocked at all times on each ambulance  
25 providing services.

26 b. Facilities

27 1) In an effort to promote a culture of cleanliness and infection control,  
28 CONTRACTOR shall implement and enforce policies for daily cleaning of all stations/regional  
29 facilities.

30 2) Region Headquarters

31 a) CONTRACTOR shall provide at least one (1) facility with a physical location  
32 (identified in the proposal) of appropriate size in each designated EOA. Facilities are subject to  
33 inspection by OCEMS at any time without notice. The facility must include, but is not limited to:

34 (1) Vehicle re-supply - Each EOA headquarters shall maintain an inventory of  
35 supplies sufficient to fulfill daily restocking of assigned EOA Ambulances.

36 (2) Personnel management

37 (3) Communications

1                   3) At the start date of the awarded contract, CONTRACTOR deploying twenty four  
2 (24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:

- 3                   a) One (1) bed per on-duty crew member;
- 4                   b) Un-interrupted power supply;
- 5                   c) Air-conditioning;
- 6                   d) Heating;
- 7                   e) One (1) refrigerator for employee food storage for the length of the shift;
- 8                   f) One (1) appliance used to cook food;
- 9                   g) Restroom facilities physically attached to crew quarters; and
- 10                  h) Shower facilities physically attached to crew quarters.

11                  c. All identified facilities must show actual tentative agreements between landlord and  
12 CONTRACTOR or demonstrate that a standing agreement is currently in place. CONTRACTOR must  
13 also demonstrate that the identified facilities are approved by the associated cities as a part of the  
14 proposal.

15                  d. Personal Safety Equipment

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

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

- 23                   a) Full-length blue (EMS) jacket with reflective stripes. (NFPA 1999, EMS  
24 Standards)
- 25                   b) Hard hat, Work Helmet Blue
- 26                   c) Leather gloves

27                   3) CONTRACTOR shall follow all Required PPE as stated in OCEMS Policy 720.30

28                  e. Fleet Requirements

29                   1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and  
30 any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California  
31 ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles.  
32 CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that  
33 CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and  
34 independently from CONTRACTOR's operations in other areas outside of the EOA.

35                   2) Emergency Ambulance Vehicles

36                   a) CONTRACTOR shall provide Modular (type III) dual rear wheeled  
37 ambulances for the provision of the required services. Each vehicle used shall have no more than one

1 | hundred thousand (100,000) miles on its odometer at the start of contract and shall be no older than ten  
2 | (10) years to be in compliance with the standards set forth in OCEMS Policy 720.30.

3 |           b) CONTRACTOR shall develop and maintain policies regarding fleet size and  
4 | standardization, as well as a fleet maintenance program that addresses how ambulance maintenance is  
5 | tracked, improved, and how vehicle failures are minimized.

6 |           3) Quantity of Vehicles

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

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

17 |           4) Automatic Vehicle Locator

18 |           a) CONTRACTOR shall provide, install, and maintain an automatic vehicle  
19 | locator system in the ambulance dispatch center and in emergency vehicles. CONTRACTOR shall  
20 | provide OCEMS with the ability to monitor remotely to locate vehicles for the purpose of oversight and  
21 | monitoring. Such system shall be integrated with the CAD System. Existing computer interfaces for  
22 | such integration may be utilized if all equipment is compatible.

23 |           5) Video Dashboard Camera Digital Recording

24 |           a) CONTRACTOR shall provide, install, and maintain all ambulances with a  
25 | Mobile Video Systems on-board digital event recorder that shall be mounted on the windshield behind  
26 | the rear view mirror and on the rear of the ambulance. The system shall provide a digital recording of  
27 | the front driver's view, ambulance cab interior and a view to the rear of the ambulance. Digital  
28 | recordings shall be stored on a locked computer hard-drive in the ambulance cab. The video shall be  
29 | available to CONTRACTOR and COUNTY to view after an ambulance incident for investigation and  
30 | CQI.

31 |           6) Enhanced Monitoring for Fatigue in Drivers

32 |           a) CONTRACTOR shall provide, install and maintain an electronic system for  
33 | driver monitoring. The system shall have in-cab sensors and detection equipment that monitors eyelid  
34 | closure, specific head movements and other indications of unsafe behavior, including seat belt safety and  
35 | cellphone use. The system shall have the ability to identify safety issues, alert the driver, and  
36 | simultaneously upload photos and/or video of the unsafe behaviors to the CONTRACTOR's fleet  
37 | management system. Photos and videos shall be available to the COUNTY for review.



f. Maintenance

1) Daily Maintenance

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

b) Ambulance Checkout (OCEMS Policy 720.30)

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

(2) If CONTRACTOR must respond to a call prior to the completion of the ambulance checkout, CONTRACTOR shall complete their check out at the completion of the assigned call.

(3) CONTRACTOR shall, at the beginning of each shift, ensure that the ambulance is cleaned to the standards set forth in OCEMS Policy 720.50 VIII. "Cleaning Standards for Ambulances and Ambulance Equipment."

2) Ongoing Maintenance

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

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

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

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

3) Supervisor Vehicles

1 a) At a minimum, each CONTRACTOR shall provide one (1) staffed field  
2 supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall  
3 be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards  
4 for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with  
5 an estimated Gross Vehicle Weight of ten thousand (10,000) pounds.

6 g. CQI

7 1) CONTRACTOR shall consistently perform CQI in all areas related to their  
8 facilities, supplies and equipment. CQI must meet the requirements set forth in Paragraph II.G  
9 “Facilities, Supplies, and Equipment” of this Exhibit A and OCEMS Policy 385.00.

10 H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

11 1. OCEMS will conduct scheduled and unscheduled inspections of ambulances and crew  
12 quarters.

13 a. OCEMS inspections may include, but are not limited to, the areas mentioned in  
14 Paragraph II.G. “Facilities, Supplies, and Equipment” of this Exhibit A.

15 b. Inspections are applicable to all ambulances found within a designated EOA area.

16 c. Noted deficiencies will be monitored by OCEMS and may be reported publically  
17 including statistical analysis and visual demonstration.

18 d. Refer to Paragraph IV.B. Table 7 “Additional Penalties” of this Exhibit A for penalties  
19 related to observed repeated inspection deficiencies.

20 2. OCEMS will conduct scheduled and unscheduled inspections of maintenance facilities, and  
21 maintenance records. CONTRACTOR shall make available to OCEMS during inspections the  
22 manufacturer suggested maintenance programs and/or ambulance purchase/lease/acquisition  
23 documentation for CONTRACTOR’s equipment and facilities.

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

27 3. CQI

28 I. CONTRACTOR shall consistently perform CQI in all areas related to inspections of vehicles,  
29 records and crew quarters. CQI must meet the requirements set forth in Paragraph II.H. “Inspections of  
30 Vehicles, Records, and Crew Quarters” of this Exhibit A and OCEMS Policy 385.00.

31  
32 **III. CLINICAL AND PERSONNEL**

33 A. The qualification and experience of key personnel proposed to perform the services solicited by  
34 this Agreement are of critical importance. All personnel assigned to the performance of the services, will  
35 be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before  
36 Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians

37 //

1 (EMT's) assigned to the Orange County EOAs are certified and possess an Orange County Ambulance  
2 Driver Attendant License.

3 B. CLINICAL LEVELS & STAFFING REQUIREMENTS

4 1. CONTRACTOR shall provide personnel meeting the following requirements:

5 a. Management Team

6 1) Management team, at a minimum, shall include senior members having no less than  
7 five (5) years' experience, within the last three (3) years, supervising a 9-1-1 transportation service, in a  
8 primary or back-up capacity, of similar size and population to the EOA(s).

9 2) CONTRACTOR must provide the resumes of all administration and field  
10 supervisors.

11 a) Changes in executive, operations, and clinical management/leadership staff  
12 shall be communicated to OCEMS, in writing, within ten (10) calendar days of the effective date of the  
13 change. The written notice shall include the resume of any newly assigned staff members.

14 b. EMS Program Liaison

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

19 a) Liaison between OCEMS, 9-1-1 ALS provider agencies, and other applicable  
20 EMS and/or public safety agencies within the EOA.

21 b) Participate in EMS System Stakeholder Committees and task force groups. At a  
22 minimum, provide representation at fifty percent (50%) of applicable base hospital meetings, quality  
23 assurance forums and other ancillary meetings required by OCEMS (e.g., Regional Emergency Advisory  
24 Committee, County Paramedic Agency Committee, and Transportation Advisory Committee).

25 (1) CONTRACTOR shall maintain a record of the events attended and report  
26 the information in a format specified by OCEMS.

27 (2) If the designated Liaison is unable to attend, CONTRACTOR shall provide  
28 an alternate representative to participate.

29 (a) On duty supervisors assigned to an EOA may only attend events  
30 that occur within their EOA in accordance with Paragraph III. A. of this Exhibit A.

31 (b) Attendance may be publically reported by OCEMS.

32 c. Field Supervision

33 1) OCEMS recognizes the need to ensure adequate supervision of personnel and  
34 delegation of authority to address day-to-day operational needs. Personnel and operational supervisory  
35 responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum  
36 requirements and duties for this position are:

37 //

1 a) Assign one (1) on-duty supervisor, to provide twenty four (24) hours a day  
2 exclusive coverage to the designated EOA. An on-duty field supervisor must be authorized and capable  
3 to act on behalf of the organization in all operational matters.

4 (1) In the event CONTRACTOR is awarded multiple EOAs, each EOA shall  
5 have their own assigned on-duty supervisor.

6 (2) Each on-duty supervisor shall only assume responsibility for one (1) EOA  
7 at a time, unless the situation meets the Exceptions listed in Paragraph III of this Exhibit A.

8 b) Strict adherence to the performance of all administrative and operational tasks  
9 only within the boundaries of the assigned EOA.

10 (1) Non-compliance with requirement will fall under Paragraph IV.B. "Penalty  
11 Provisions", TABLE 4 of this Exhibit A.

12 (2) Exceptions

13 (a) In the event of multi-casualty incidents, disaster response,  
14 hazardous materials incidents, unusual occurrences or County authorized mutual aid on adjacent EOA's  
15 the on-duty Field Supervisor may provide coverage to the adjacent areas of their designated EOA.

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

19 d) Individual shall not be assigned to a 9-1-1 emergency ambulance unit.

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

23 d. Data Management Liaison

24 1) Designate a Data Management Liaison(s), who may also be the communications  
25 manager, division manager or similar position. The Data Management Liaison shall be responsible for  
26 the entire data and reporting process, perform data review and gathering, assume ownership of  
27 performing Data Amendment Requests and all subsequent communications, and report generation and  
28 analysis.

29 e. Internal Health and Safety Program

30 1) Implement multiple programs to enhance the safety and health of the work force,  
31 which shall include driver-training, safety, and risk management training.

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

f. Evolving OSHA and Other Regulatory Requirements

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

2) Make available at no cost to employees, all currently recommended immunizations including Rubella and Hepatitis B antibody testing and if appropriate influenza vaccinations and TB skin test.

g. Staff Resources

1) Ensure that all personnel have access to support references and resources, which may include, but are not limited to:

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

b) Access to and adherence to OCEMS P&Ps herein and upon all revisions. [www.ochealthinfo.com/ems](http://www.ochealthinfo.com/ems)

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

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

e) P&P related to scene safety and personnel safety.

h. Minimum Clinical Levels and Staffing Requirements

1) Ambulance Staffing Requirements

a) Ambulance service providers rendering the subject services shall be staffed at a minimum with two (2) California certified and Orange County Ambulance Driver/Attendant License EMT's equipped to render 9-1-1 emergency ambulance level care and transport.

b) Ambulance personnel rendering the subject services shall throughout the term of the contract, be licensed, accredited and credentialed as appropriate to practice in the County of Orange, and shall maintain evidence of current/valid licenses and/or certifications. OCEMS certification/licensure requirements may be downloaded from the OCEMS website <http://www.healthdisasteroc.org/ems/emt>

2) Personnel Licensing

a) Ensure all licensed, certified, accredited and authorized staff is current and up-to-date in the OC-MEDS licensure system.

3) Training Requirements

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1 a) At a minimum, CONTRACTOR shall ensure ambulance service personnel  
2 receive the following training and/or certifications, which shall be in addition to training defined in State  
3 and OCEMS polices:

4 (1) Organization and EMS System Orientation and On-Going Preparedness

5 (a) Provide proper orientation to all field personnel before assigning  
6 them to respond to emergency medical requests. Such orientation shall include, at a minimum,  
7 ambulance service provider policies and procedures; EMS system overview; EMS policies and  
8 procedures; radio communications with and between the ambulance service provider, base hospital,  
9 receiving hospitals, and County communication centers; map reading skills including key landmarks,  
10 routes to hospitals and other major receiving facilities within the County and in surrounding areas; and  
11 ambulance and equipment utilization and maintenance. In addition, all field personnel must receive  
12 continual orientation to customer service expectations, performance improvement and the billing and  
13 reimbursement process.

14 (2) Preparation for Multi-Casualty Incident

15 (a) Provide training to all ambulance personnel and supervisory staff  
16 in their respective roles and responsibilities under OCEMS policy, and prepare them to function in the  
17 medical portion of the Incident Command System. The specific roles of these individuals and other  
18 public safety personnel shall be defined by relevant plans and command structure.

19 (3) Driver Training

20 (a) Develop and maintain an on-going driver training program for  
21 ambulance personnel. The program, the number of instruction hours, and the system for integration into  
22 ambulance operations (e.g., accident review boards, impact of accidents on employee performance  
23 reviews and compensation, etc.) shall be submitted to OCEMS, initially and on an annual basis  
24 thereafter. Training and skill proficiency is required at initial employment with annual training refresher  
25 and skill confirmation.

26 (4) Employee Annual Training

27 (a) HIPAA Health Insurance Portability and Accountability Act  
28 (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test  
29 completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness.  
30 CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR’s failure to  
31 provide evidence of current training certifications will be subject to penalty, per individual personnel  
32 file, as outlined in Paragraph IV. B. “Penalty Provisions” TABLE 4 of this Exhibit A.

33 4) Infection Control

34 a) Create a culture focused on infection prevention that focuses on aggressive  
35 hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves,  
36 etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled  
37 materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS

1 Policy 720.50 – Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for  
2 Ambulances and Ambulance Equipment.

3 (1) CONTRACTOR shall maintain records and provide vaccinations,  
4 screenings, or records of declination for the following:

- 5 (a) Tuberculosis (QuantiFeron Serum Testing) annually.
- 6 (b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dose  
7 #2 in one (1) month, and dose #3 approximately five (5) months after dose #2).
- 8 (c) Influenza - give one (1) dose of trivalent inactivated influenza  
9 vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.
- 10 (d) MMR for healthcare personnel (HCP) born in 1957 or later without  
11 serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.
- 12 (e) Varicella (chickenpox) for HCP who have no serologic proof of  
13 immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, four  
14 (4) weeks apart.
- 15 (f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose  
16 every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1)  
17 time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.

18 i. CQI

19 1) CONTRACTOR shall consistently perform CQI in all areas related to their  
20 Personnel. CQI must meet the requirements set forth in Paragraph III. “Clinical and Personnel” of this  
21 Exhibit A and OCEMS Policy 385.00.

22 C. MEDICAL ADMINISTRATION

23 1. Medical Oversight

24 a. The OCEMS Medical Director provides medical control and management of the  
25 Emergency Medical Services system through ongoing planning, design, development, evaluation and  
26 direction of system-wide Emergency Medical Services. The OCEMS Medical Director intends that the  
27 9-1-1 emergency ambulance deployment for the EOA for which this Agreement is issued be designed  
28 using a fluid model of organization that will provide high-level performance and optimize health and  
29 safety of the community.

30 b. CONTRACTOR may be required to participate in pilot studies that OCEMS may  
31 authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in  
32 the event conflicting standards are established for the pilot program. Any such pilot program must be  
33 approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to  
34 the provision of the subject services described in this Agreement.

35 //  
36 //  
37 //

**IV. MANAGEMENT**

**A. ADMINISTRATION PROVISIONS**

1. Payments are for Procurement Costs, County Compliance Monitoring, and Contract Management.

a. OCEMS is the Local Emergency Medical Services Agency and, accordingly, may recover its costs in administering the contracts for 9-1-1 emergency ambulance services. Patients shall not be directly billed for these costs.

b. CONTRACTOR shall pay OCEMS the following amounts per patient transport from calls originating from the 9-1-1 system.

**TABLE 2: Per Patient Transport Fees**

Fiscal Year	Transport Fees
FY2020/21	\$13.61
FY2021/22	\$13.90
FY2022/23	\$14.20
FY2023/24	\$14.51
FY2024/25	\$14.83

c. A quarterly amount shall be assessed based on actual call volumes for each quarter of a calendar year. The quarterly fee shall be paid within thirty (30) business days after invoice from the County. The first (1<sup>st</sup>) payment for this Agreement will be invoiced after the fourth (4<sup>th</sup>) quarter of calendar year 2020 and will include all calls occurring from the commencement of the contract. This amount has been calculated to partially reimburse OCEMS for its anticipated costs in administering CONTRACTOR’s contracts.

**2. Accounting Procedures**

**a. Invoicing and Payment for Services**

OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within thirty (30) calendar days of OCEMS’ receipt of the monthly performance reports, and after determination of the penalties. CONTRACTOR shall pay OCEMS on or before the thirtieth (30<sup>th</sup>) day after receipt of the invoice. Any disputes of the invoiced amounts should be resolved in this thirty (30) calendar day period. If a dispute has not been resolved to OCEMS or CONTRACTOR’s satisfaction, the invoice shall be paid in full and subsequent invoices shall be adjusted to reflect the resolution of disputed amounts.

**b. Audits and Inspections**

1) Maintain separate financial records for services provided through this Agreement, in accordance with generally accepted accounting principles. Financial records shall be categorized and easily searchable by an assigned EOA identifier. With reasonable notification and during normal



1 business hours, OCEMS shall have the right to review any and all business records including financial  
2 records pertaining to the required services. All records shall be made available to OCEMS at  
3 CONTRACTOR’s Orange County office or other mutually agreeable location. OCEMS may audit,  
4 copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts,  
5 payroll, inventory, personnel and other records, daily logs and employment contracts.

6 2) On an annual basis, provide OCEMS with audited financial statements by certified  
7 public accountants for ambulance operations in Orange County and/or separate business records of  
8 financial accounting of any other businesses that share overhead with the ambulance service operation.

9 3) CONTRACTOR may be required by OCEMS to provide periodic reports in a  
10 format specified by OCEMS, to demonstrate billing compliance with relevant rules and regulations and  
11 adherence with approved and specified rates.

12 3. County License

13 OCEMS oversees ambulance services within the County. Pursuant to OCEMS policies, an  
14 ambulance company must obtain the appropriate ambulance service and vehicle permits and licenses.

15 a. OCEMS policies and ambulance service applications can be found on the Orange  
16 County EMS website at [www.ochealthinfo.com/ems](http://www.ochealthinfo.com/ems).

17 4. Annual Performance Evaluation

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

20 a. Response Time performance standards assessed with reference to the minimum  
21 requirements in Agreement.

22 b. Clinical performance standards assessed with reference to minimum Agreement  
23 requirements.

24 c. Operational performance standards assessed with reference to minimum Agreement  
25 requirements.

26 d. Financial performance standards assessed with reference to minimum Agreement  
27 requirements.

28 e. Initiation of innovative programs to improve system performance.

29 f. Compliance with information reporting requirements.

30 5. Service Charges

31 a. CONTRACTOR shall not charge patients for the provision of the required services  
32 more than the maximum rates set by the Orange County Board of Supervisors for the one (1) Maximum  
33 BLS Service, Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. OCEMS Policy  
34 715.00 describes the currently approved annual rate adjustment to the one (1) Maximum BLS Service,  
35 Mileage, Oxygen, Standby and Expendable Medical Supplies Rates. CONTRACTOR shall adhere  
36 thereto, set forth therein. In addition, CONTRACTOR must also adhere to the following:

37 //

1) Maximum ALS Paramedic Assessment and Transportation and ALS Medical Supply Rates.

a) CONTRACTOR shall be responsible for establishing an agreement or other arrangement with the ALS Service Provider to ensure reimbursement of the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply rates to the ALS Service Provider. Together, the Maximum ALS Paramedic Assessment and Transportation and the ALS Medical Supply Rates shall constitute the ALS Reimbursement Rate. CONTRACTOR will be responsible for directly paying the ALS Reimbursement Rate according to their agreement.

b. Zero-Pay Patients

1) ALS Service Provider shall not require CONTRACTOR to pay the established ALS Reimbursement Rate, nor any portion thereof, for zero-pay patients. Zero-pay patients are calls for service to patients whose only method of healthcare coverage or insurance is provided by a state or local subsidized health care program (e.g., Medi-Cal, CalOptima, California Child Services, Medical Services Network). CONTRACTOR may seek relief from making the required reimbursement payments to ALS Service Provider by applying for a zero-pay patient Exemption as provided below.

c. Risk of Non-Payment

1) Except as provided otherwise herein, CONTRACTOR assumes the entire risk of non-payment for any and all of the services rendered and the charges incurred in connection with performance of the services described in the AGREEMENT, including all BLS and ALS charges and the ALS Reimbursement Rate, as described above.

d. Medicare Patients

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

e. Billing, Audit, and Access to Records

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

2) CONTRACTOR shall establish and demonstrate an auditable billing system approved by OCEMS, which shall be available for review by OCEMS on a periodic basis. The patient billing/records system shall be organized so that search and retrieval of all billing records can readily be made by OCEMS according to the following criteria:

- a) BLS
- b) Patient Name
- c) Chief compliant (billed)
- d) EOA
- e) Response location including zip code
- f) BLS Transport

1 g) ALS Assessment/BLS Transport

2 h) ALS Escort

3 i) 9-1-1 Responses without transport

4 j) Day/Month/Year/Time

5 k) Patient care record number

6 3) CONTRACTOR shall perform CQI on their billing process within the terms of  
7 Paragraph II. A "Continuous Quality Improvement" of this Exhibit A and OCEMS Policy 385.00.

8 f. Accounting

9 1) CONTRACTOR must maintain accurate and complete records of all patient  
10 accounting in accordance with generally accepted accounting principles and practices consistently  
11 applied. CONTRACTOR must also provide, at no cost to OCEMS, access to such records and  
12 information upon seventy two (72) hours advanced written notice at all times during normal business  
13 hours, and a proper facility for inspection, audit, review, evaluation, and duplication of such  
14 information. Records shall include but not limited to:

15 a) Patient invoices

16 b) All service charges

17 c) All reimbursements

18 d) All payments made to other providers

19 e) Invoices, payments, and correspondence to and from private insurers, federal or  
20 state health care programs, responsible third parties, and OCEMS

21 g. Submission of Claims

22 1) CONTRACTOR must submit timely and accurate claims for services provided. A  
23 third party billing agent may be used for this purpose and must meet the requirements of this Agreement.

24 h. Zero-Pay Patient Exemption Requests

25 1) CONTRACTOR will not be required to pay the established ALS Reimbursement  
26 Rate or Medical Supply Reimbursement Rate (nor any portion thereof) for "zero pay patients." "Zero  
27 pay patients" are those calls for service to (1) uninsured patients who do not have any medical insurance,  
28 and (2) patients whose only method of healthcare coverage or insurance is provided by a state or local  
29 subsidized health care program (i.e., patients receiving health care benefits pursuant to any one of the  
30 following state or local subsidized health care programs: (a) Medi-Cal; (b) CalOptima; (c) California  
31 Child Services (CCS); and/or (d) Medical Safety Net Program (MSN). Patients who are covered by  
32 additional or supplemental insurers, other than subsidized health care programs, are not "zero pay  
33 patients." CONTRACTOR may seek relief from making the required reimbursement payments to the  
34 ALS Services Provider by applying for a Zero Pay Patient Exemption.

35 6. Agreement Breach Affecting Health and Safety

36 a. In the event OCEMS determines that a breach, actual or threatened, has or will occur,  
37 or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is

1 of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS  
2 Medical Director. If the OCEMS Medical Director concurs that a breach has occurred or may occur,  
3 and that public health and safety would be endangered by allowing operations to continue, and the  
4 County terminates Agreement with CONTRACTOR, CONTRACTOR shall fully cooperate in good  
5 faith with OCEMS to affect a seamless transition so as to allow the second highest ranked bidder of the  
6 RFP process to take over the provision of the Services. Upon termination of Agreement with  
7 CONTRACTOR, the County reserves the right to award Agreement to the second highest ranked bidder  
8 without conducting another solicitation or otherwise proceed as deemed in the public interest.

9 b. In the event of determination by OCEMS that CONTRACTOR is in breach of  
10 Agreement or applicable law, and that the nature of the breach is such that the public health and safety  
11 are endangered, the performance security bond shall be subject to immediate release of funds to the  
12 County.

13 7. Alternate Emergency Ambulance Service Provider

14 a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize  
15 that right, to recognize and select the second highest ranked bidder in each EOA as the alternate service  
16 provider in the event CONTRACTOR is unable to fulfill the terms of this Agreement within one (1) year  
17 of the start date of the term of this Agreement.

18 8. Transition Planning -

19 a. CONTRACTOR acknowledges that OCEMS intends to conduct a competitive process  
20 for procuring the provision of the required services within OCEMS' EOAs prior to the termination of  
21 this Agreement. CONTRACTOR acknowledges and agrees that OCEMS may select a different  
22 ambulance service provider to provide the subject services following the competitive process, and to  
23 reasonably extend its obligations hereunder if such extension is necessary to complete such process,  
24 including but not limited to, any reasonable decisions to cancel and restart such process.

25 9. General Provisions

26 a. Permits and Licenses

27 1) Obtain and maintain any and all required federal, state, or local permits or licenses  
28 required to perform the required services, and make all necessary payments for licenses and permits for  
29 the required services and for issuance of state permits for all ambulance vehicles used. It shall be  
30 entirely the responsibility of CONTRACTOR to schedule and coordinate all such applications and  
31 application renewals as necessary to ensure compliance with federal, state, and local requirements for  
32 permits and licenses as necessary to provide the required services. CONTRACTOR shall also be  
33 responsible for ensuring that its employee's state and local certifications necessary to provide the  
34 required services, as applicable, are valid and current at all times.

35 b. Compliance with Laws and Regulations

36 1) All services provided under this Agreement shall be rendered in full compliance  
37 with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be

1 CONTRACTOR’s sole responsibility to determine which, and be fully familiar with, all laws, rules, and  
 2 regulations that apply to the required services, and to maintain compliance with those applicable  
 3 standards at all times.

4 c. Observation and Inspections

5 1) OCEMS may, at any time, and without notification, directly observe operations of  
 6 the dispatch center, maintenance facility, or any ambulance post location, and may ride as "third person"  
 7 on any vehicle at any time.

8 2) At any time during normal business hours, and as often as may be reasonably  
 9 deemed necessary by OCEMS, OCEMS may observe office operations, and CONTRACTOR shall make  
 10 available to OCEMS for its examination, any and all business records, including incident reports, and  
 11 patient records pertaining to the required services. OCEMS may audit, copy, make transcripts, or  
 12 otherwise reproduce such records for OCEMS to fulfill its oversight role.

13 d. Notice of Litigation or Investigations

14 1) CONTRACTOR shall agree to notify OCEMS within twenty four (24) hours of any  
 15 actual, threatened or potential litigation, state investigation, or federal investigation related to  
 16 CONTRACTOR’s operations.

17 B. PENALTY PROVISIONS

18 1. Response Time Compliance Penalties

19 1) Isolated instances of individual deviations of Response Time compliance shall be  
 20 treated as instances of minor, non-compliance. To remedy a CONTRACTOR’s severe or chronic failure  
 21 to comply with Response Time standards, OCEMS may impose the following penalties:

22 a) Penalties for Failure to Comply with Response Time Requirements

23 (1) CONTRACTOR shall pay OCEMS penalties each month CONTRACTOR  
 24 fails to comply with the Response Time requirements. Response Times shall be assessed for each call in  
 25 each zone within the EOA and within each code of response that exceeds the Response Time  
 26 requirements. Penalties for late responses increase according to the number of minutes the emergency  
 27 ambulance is delayed past the mandated response, which shall accrue for all calls each month with no  
 28 maximum penalty (TABLE 8 “Per Call Response Time Penalties”).

29  
 30 **TABLE 3: 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
9.01 – 10 min.	\$180
10.01 – 15 min.	\$200
15.01 – 20 min.	\$250
20.01 – 30 min.	\$300
30.01 – 60 min.	\$600
> 60 min.	\$10,000

2. EOA Non-Compliance Penalties

1). In addition to the per call response time penalties for individual late responses, penalties shall be assessed in accordance with TABLE 4, below, on an escalating scale when overall response time compliance falls below ninety five percent (95%) for any EOA within a given month if.

a) CONTRACTOR achieves less than a ninety five percent (95%) overall response time within an EOA for any two (2) months in any six (6) consecutive months; or

b) CONTRACTOR fails to comply with the Response Time standard of ninety five percent (95%) in the same response zone category for any two (2) months within any consecutive six (6) month period.

c) A continued EOA Non-Compliance, as set forth herein, may constitute grounds for breach of this Agreement and lead to a termination of this Agreement.

d) All EOA Non-Compliance penalty amounts shall be paid by CONTRACTOR within thirty (30) business days of receipt of invoice from OCEMS unless otherwise stipulated.

**TABLE 4: Penalties for EOA Non-Compliance**

EOA Performance	Penalty
94% - 94.9%	\$2,000
93% - 93.9%	\$4,000
92% - 92.9%	\$6,000
91% - 91.9%	\$8,000
90.9% and less	\$10,000

3. Data Deficiencies Penalties

1). Data is submitted/transmitted to OC-MEDS by CONTRACTOR for oversight and monitoring purposes. Attention to data quality and compliance with local data standards is critical to adequately measure and demonstrate contract performance. CONTRACTOR is afforded a grace period of twenty (20) business days to submit any outstanding records and make requests for amendments to

1 data. Any record still observed to be deficient after the period will be subject to penalties defined by  
 2 TABLE 5. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call  
 3 outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

4  
 5 **TABLE 5: Penalties for Data Non-Compliance**

Data Deficiency	Penalty
Per incident number	\$5

6  
 7  
 8  
 9 **TABLE 6: Defining Data Deficiencies**

ImageTrend Field
Reference OCEMS Policy 300.31 – OC MEDS Data Dictionary for required EATS Contract data elements

10  
 11  
 12  
 13  
 14 **4. Failure to Respond Penalties**

15 1). Failure to respond is defined as any call request made for 9-1-1 emergency ambulance  
 16 transport for which CONTRACTOR fails to dispatch and/or no ambulance responds within one (1) hour  
 17 of call receipt.

18 a) In the event CONTRACTOR does not respond with an ambulance to an emergency  
 19 medical call, the penalty assessed shall be \$10,000 for the response failure, and may include additional  
 20 penalties for other performance deficiencies addressed in Table 7. Prior to imposition of any penalty for  
 21 CONTRACTOR’s failure to respond, OCEMS shall conduct an investigation of the incident. Disruption  
 22 in service due to failure of ambulance maintenance shall be considered a breach and may be cause for  
 23 immediate termination of Agreement.

24 **5. Use of Instant Aid/Mutual Aid Penalties**

25 1). CONTRACTOR shall maintain all obligations as required by this Agreement when  
 26 using Instant Aid/Mutual Aid. CONTRACTOR may utilize Instant Aid/Mutual Aid support from  
 27 approved OCEMS emergency ambulance providers from adjacent areas in order to ensure timely  
 28 emergency medical services are rendered to persons in need of such services within those areas.  
 29 CONTRACTOR must identify any areas located within the EOA that they feel may be best served  
 30 through execution of satisfactory Instant Aid/Mutual Aid and provide a template or demonstration of a  
 31 current Instant Aid/Mutual Aid Agreement.

32 a) CONTRACTOR must submit a list of proposed ambulance providers that will  
 33 provide Instant Aid/Mutual Aid support, for OCEMS approval before the start of the agreement.  
 34 Ambulance providers identified for Instant Aid/Mutual Aid support must demonstrate, and maintain,  
 35 compliance with Paragraph II of this Exhibit A prior to the start of the contract. If the Instant Aid/Mutual  
 36 Aid ambulance providers cannot meet all data reporting aspects of this document OCEMS will not  
 37 approve them for Instant Aid/Mutual Aid support.

1 (1) Pending OCEMS approval of CONTRACTOR identified area best served  
 2 through execution of satisfactory Instant Aid/Mutual Aid, CONTRACTOR must notify in writing:

3 (i) Applicable PSAP(s) and Fire Agency Dispatch Centers of the ambulance  
 4 provider that will be the primary responder into the identified area within the awarded EOA.

5 (ii) Applicable OCEMS approved ambulance providers providing Instant  
 6 Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H.  
 7 “Inspections of Vehicles, Records, and Crew Quarters”.

8 2). In the event that a proposed Instant Aid/Mutual Aid ambulance provider becomes non-  
 9 compliant with Paragraph II of this Exhibit A, or becomes non-compliant in any other OCEMS licensure  
 10 requirements, CONTRACTOR will be required to become the primary responder into the identified  
 11 area. OCEMS may approve the proposed Instant Aid/Mutual Aid ambulance provider to resume Instant  
 12 Aid/Mutual Aid to CONTRACTOR identified area, pending demonstration of correction of non-  
 13 compliant areas. CONTRACTOR will immediately inform all appropriate parties of any change in  
 14 deployment using the notification process listed in Paragraph IV.B. Subparagraph 5 of this Exhibit A.

15 3). CONTRACTOR will be assessed penalties, as defined in TABLE 3 “Per Call Response  
 16 Time Penalties”, for non-compliant response times by Instant Aid/Mutual Aid support ambulance  
 17 providers responding within the awarded EOA. CONTRACTOR’s failure to report all occurrences of  
 18 mutual aid will be subject to the penalties outlined in TABLE 7 “Additional Penalties”.

19 4). Excessive Instant Aid/Mutual Aid will be determined at the discretion of OCEMS  
 20 should CONTRACTOR receive Instant Aid/Mutual Aid support from a specific agency or neighboring  
 21 EOA, more than two hundred percent (200%) of the Instant Aid/Mutual Aid support that it provides the  
 22 specific agency. Should OCEMS determine that Instant Aid/Mutual Aid support is excessive,  
 23 CONTRACTOR shall pay OCEMS \$250 per response over the two hundred percent (200%) threshold.

24 5). All subcontracts require OCEMS approval prior to implementation and must meet all  
 25 requirements of this Agreement.

26 6. Additional Penalties

27 1). OCEMS may impose financial penalties for other performance deficiencies by  
 28 CONTRACTOR, and may impose a penalty of up to \$10,000 per incident for any deficiency not  
 29 specifically addressed in TABLE 7 (Additional Penalties).

30  
 31 **TABLE 7: Additional Penalties**

32

Performance Deficiency	Criteria	Penalty
Failure to meet requirements of data and reporting management	Paragraph II. Operations, Subparagraph D. Data Management and Paragraph IV. Management, Subparagraph B. Penalty Provisions	\$50 per report, per day, received after specified due date

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1	Failure to identify the EOA in which incident truly occurs	Accurately assign the EOA designator to each call for service	\$50 per call, per day, received after specified due date
2			
3			
4	Failure to accurately complete PCR in accordance with OCEMS policy	Accurately complete PCR for each patient care interaction pursuant to OCEMS policies	\$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
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6			
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12	Failure to accurately complete PCR in accordance with Contact Requirements	Accurately complete PCR for each unit dispatched to an incident, regardless of call outcome	\$50 per instance when patient care records are not accurate and completed within established time
13			
14			
15			
16			
17	Failure to ensure equipment and supplies on board an emergency ambulance	All emergency calls shall be responded to by a 9-1-1 emergency ambulances stocked with non-expired 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
18			
19			
20			
21			
22			
23			
24	Failure to ensure ambulances and associated equipment responding inside of EOA meet OCEMS cleaning policy standards	OCEMS policy 720.50, VIII. "Cleaning Standards For Ambulances and Ambulance Equipment"	\$1,000 per incident which a 9-1-1 emergency ambulance responds and is not meet OCEMS cleaning policy standards
25			
26			
27			
28			
29	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
30			
31			
32			
33	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
34			
35			
36	Failure to respond to an emergency request for a response from a County	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
37			

public safety agency		
Failure to communicate Clinical, Operational, or Systematic Errors	OCEMS identification of any deficiency that contractor should have reasonably self-identified through routine monitoring and CQI	\$500 per deficiency for failure to communicate clinical, operational or systematic errors
Failure to operate within the parameters set forth in this contract	All requirements set forth in subheadings, including EOA specific data pertaining to all operations, billing, human resources, and logistics	\$500 per requirement not met within parameters set forth in this contract
Improper certification	Staffing an ambulance with improperly certified personnel	\$250 per call responded to by improperly certified employee

7. Penalty Disputes

1). OCEMS shall provide a notice of any penalties assessed to CONTRACTOR, including the grounds therefor.

2). CONTRACTOR may dispute the imposition of the penalty or penalty calculation, in writing, within ten (10) calendar days of receipt of such notification by OCEMS, which written dispute shall set forth in detail the grounds for disagreement.

3). OCEMS shall have thirty (30) calendar days from the date of the dispute letter to review CONTRACTOR dispute and determine whether to eliminate, modify, or maintain the disputed penalty.

4). OCEMS shall provide written notification of its decision to that effect, which notifications shall set forth in detail the reasons therefor.

a) In the event CONTRACTOR is not in agreement with the decision made by OCEMS, CONTRACTOR may appeal the OCEMS’s decision in writing to the OCEMS Medical Director within 10 calendar days of date of the OCEMS’s written notification of decision.

b) The OCEMS Medical Director shall have thirty (30) calendar days from the date of CONTRACTOR appeal to review and provide a decision regarding the submitted appeal.

c) CONTRACTOR may further appeal by sending written information to the Director of the Orange County Health Care Agency within ten (10) calendar days from the date of the letter to CONTRACTOR by the OCEMS Medical Director. All decisions by the Director of the Orange County Health Care Agency shall be considered final.

8. TABLE 7 Penalty notification process - **This process is not applicable to fines in TABLE 4, TABLE 5, or TABLE 6.**

1). CONTRACTOR is expected to comply with all terms and conditions of the contract. In the instance that OCEMS discovers or observes a deficiency in the performance of the contract with

1 respect to any provisions of the contract, the penalties outlined in TABLE 7 “Additional Penalties” may  
2 be applied.

3 2. Each heading of Agreement clauses or provisions will be observed as a group (e.g.  
4 Response Time Operations, Dispatch Operations, etc.). A deficiency in any area under the heading may  
5 receive a written notice from OCEMS following the process below:

6 a) First/initial discovery/observation of deficiency

7 Within ten (10) calendar days of OCEMS’ discovery of CONTRACTOR’s deficiency(ies) OCEMS will  
8 notify CONTRACTOR, in writing, of the deficiency. A corrective action plan (CAP) will be required  
9 with a specified completion date.

10 b) Second notice of observation of same deficiency

11 Within ten (10) calendar days of OCEMS’ observation of CONTRACTOR deficiency (ies) OCEMS will  
12 notify CONTRACTOR, in writing that the observed deficiency has continued, and was not corrected  
13 with the CAP. In addition, the letter will inform of the penalty that will be incurred if the deficiency is  
14 not corrected.

15 c) Third observation of same deficiency

16 Within ten (10) calendar days of OCEMS’ observation of CONTRACTOR’s deficiency(ies) OCEMS  
17 will notify CONTRACTOR in writing, of the incurred penalty.

18 d) Subsequent Deficiencies

19 Within ten (10) calendar days of OCEMS’ observation of CONTRACTOR’s deficiency(ies) OCEMS  
20 will notify CONTRACTOR in writing, of the incurred penalty.

21 9. CQI

22 1). CONTRACTOR shall consistently perform CQI in all areas related to the penalties that  
23 they receive. CQI must meet the requirements set forth in Paragraph II. A. “Continuous Quality  
24 Improvement” and OCEMS Policy 385.00.

25  
26 **V. EMS SYSTEM AND COMMUNITY COMMITMENT**

27 **A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT**

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

32 **B. ACCREDITATION**

33 1. CONTRACTOR must have current Commission on Accreditation of Ambulance Services  
34 (CAAS) Accreditation.

35 **C. HANDLING SERVICE COMPLAINTS**

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1 1. CONTRACTOR must develop and maintain a log for service complaints, provide prompt  
2 response and follow-up to such complaints. Such responses shall be subject to limitations imposed by  
3 patient confidentiality restrictions.

4 D. CLINICAL INQUIRIES AND RESOLUTIONS

5 1. CONTRACTOR must refer copies of any inquiries and resolutions of a clinical nature to  
6 the OCEMS Medical Director within twenty four (24) hours of receiving the inquiry and resolution, as  
7 applicable.

8 E. PATIENT SATISFACTION PROGRAM

9 1. CONTRACTOR must implement a coordinated Patient Satisfaction Program (PSP) that  
10 focuses on the services provided to patients in the OCEMS system, which shall be approved by OCEMS  
11 prior to implementation, and, for all subsequent modifications and updates. CONTRACTOR must  
12 submit to OCEMS, PSP data and findings quarterly, within ten (10) calendar days after the end of the  
13 quarter. All data will be reported on the OCEMS website at [www.ochealthinfo.com/ems](http://www.ochealthinfo.com/ems) along with the  
14 midyear and annual reports. The PSP may be developed and implemented in cooperation with the 9-1-1  
15 ALS Service Provider(s), and shall include, but not be limited to:

- 16 a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of  
17 care.
- 18 b. Description of how the organization intends to share recognition with all components of  
19 the EMS system in public relations and education efforts.

20 F. PUBLIC EDUCATION

21 1. CONTRACTOR must develop and implement public education programs to improve  
22 community health and education that emphasize preventative health care, which shall include  
23 cardiopulmonary resuscitation and AED training initiatives semi-annually. CONTRACTOR must also  
24 develop a quarterly training plan that includes a list of programs and associated objectives to be offered  
25 for the ensuing quarter.

26 2. At a minimum, CONTRACTOR will provide one (1) educational health based program per  
27 month; and the program shall be a research-based educational event, held in every city within the EOA,  
28 on a quarterly basis.

29 3. CONTRACTOR shall conduct senior welfare checks in areas with a high concentration of  
30 senior communities, such as but not limited to the City of Laguna Woods. Public health and education  
31 programs shall include, but are not limited to, blood pressure screenings and fall prevention.

32 4. CONTRACTOR shall provide public service announcement (PSA) ambulances focused on  
33 spreading awareness of important public health and safety concerns. CONTRACTOR shall have their  
34 PSA ambulances' messaging approved by the COUNTY.

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**VI. FUNCTIONAL RESPONSIBILITY**

A. CONTRACTOR shall provide the subject services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances and OCEMS policies, as they exist now or amended hereafter. All costs associated with the services referenced in this Agreement shall be the sole responsibility of CONTRACTOR, unless otherwise stated.

B. In performing the required services, CONTRACTOR shall work cooperatively with OCEMS, including the OCEMS Medical Director and/or any other OCEMS employee or designee.

C. CONTRACTOR is expected to perform 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services to the complete satisfaction of OCEMS, which, in addition to other descriptions elsewhere in this Agreement, shall include, but not be limited to:

1. Basic Services

a. Provide the subject services 24/7 and without interruption throughout the term of the contract.

b. Provide the subject services without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, sex, or ability to pay.

2. Service Description

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

b. Provide the subject services in the awarded EOA to the CONTRACTOR, as the sole 9-1-1 Basic Life Support emergency ground ambulance service provider, as authorized by this Agreement with the County.

3. Service Operations

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

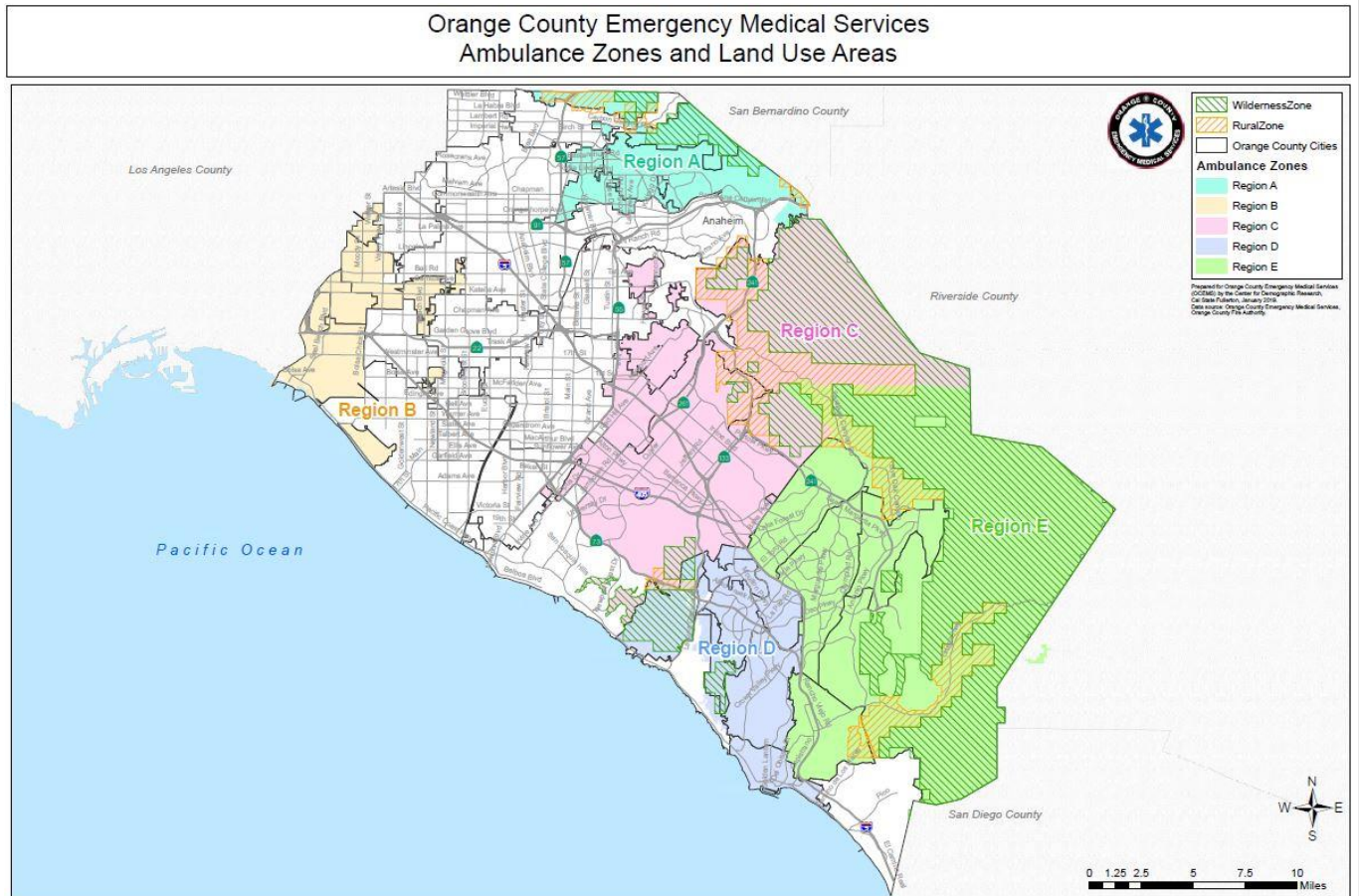
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**EXHIBIT B**  
**TO AGREEMENT FOR PROVISION OF**  
**9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,**  
**TRANSPORTATION AND RELATED SERVICES**  
**BETWEEN**  
**COUNTY OF ORANGE**  
**AND**  
**CARE AMBULANCE SERVICE, INC**  
**EXCLUSIVE OPERATING AREA D**  
**JUNE 1, 2020 THROUGH MAY 31, 2025**

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**I. ASSORTED COUNTY AND EOA MAPS**



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**ORANGE COUNTY BOARD OF SUPERVISORS**  
**MINUTE ORDER**  
**January 28, 2020**

Submitting Agency/Department: HEALTH CARE AGENCY

Approve selection of and agreements with Emergency Ambulance Service, Inc. for Exclusive Operating Area A and Care Ambulance Service, Inc. for Exclusive Operating Areas B, C, D and E for 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and related services, 6/1/20 - 5/31/25; and authorize Director or designee to execute agreements - All Districts

**The following is action taken by the Board of Supervisors:**

APPROVED AS RECOMMENDED  OTHER

**Unanimous**  (1) DO: Y (2) STEEL: Y (3) WAGNER: Y (4) CHAFFEE: Y (5) BARTLETT: Y

*Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order*

**Documents accompanying this matter:**

- Resolution(s)
- Ordinances(s)
- Contract(s)

Item No. 15

Special Notes:

Copies sent to:

HCA – Steve Thronson

1/31/20



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Orange County, State of California.  
Robin Stieler, Clerk of the Board

By: [Signature]  
Deputy



Agenda Item



RECEIVED AGENDA STAFF REPORT

2023 JAN -9 AM 10:05

ASR Control 19-001279

15A2

MEETING DATE: 01/28/20  
 LEGAL ENTITY TAKING ACTION: Board of Supervisors  
 BOARD OF SUPERVISORS DISTRICT(S): All Districts  
 SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Approved)  
 DEPARTMENT CONTACT PERSON(S): Steve Thronson (714) 834-4418  
 Cheryl Meronk (714) 834-4099

SUBJECT: Approve 9-1-1 Emergency Ambulance Transportation Services

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Agreement to Form	CLERK OF THE BOARD Discussion 3 Votes Board Majority
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Budgeted: Yes                                      Current Year Cost: N/A                                      Annual Cost: N/A

Staffing Impact: No                                      # of Positions:                                      Sole Source: No

Current Fiscal Year Revenue: \$59,702

Funding Source: Other: 100% (Vendor)                                      County Audit in last 3 years: No

Prior Board Action: 01/29/2019 #22, 04/28/2015 #1

RECOMMENDED ACTION(S):

1. Approve the selection of, and Agreement with, Emergency Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area A.
2. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area B.
3. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area C.
4. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Emergency Ambulance Response Transportation and Related Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area D.
5. Approve the selection of, and Agreement with, Care Ambulance Service, Inc., for the Provision of 9-1-1 Emergency Ambulance Transportation Services for the period of June 1, 2020, through May 31, 2025, for Exclusive Operating Area E.

6. Authorize the Health Care Agency Director, or designee to execute the Agreements as referenced in the Recommended Actions #1 through #5 above.

**SUMMARY:**

Approval of the selection of recommended service providers and execution of Agreements with those providers for provision of 9-1-1 Emergency Ambulance Transportation Services for the period of June 1, 2020, through May 31, 2025, will provide services in support of the Orange County Emergency Medical Services Program.

**BACKGROUND INFORMATION:**

In accordance with Health and Safety Code section 1797.224, the Orange County Emergency Medical Services (OCEMS) division of the Orange County Health Care Agency (HCA), is authorized to create one or more exclusive operating areas (EOAs) for emergency ambulance transport within the County. Accordingly, OCEMS created five regions comprised of 19 cities to serve as EOAs. These regions ensure that all adjacent unincorporated areas of the County are integrated in their respective contiguous EOAs. In addition, OCEMS must ensure a competitive process is utilized to procure these services and furthermore, must secure approval of the competitive process by the California Emergency Medical Services Authority (EMSA).

On April 28, 2015, following a Request for Proposal (RFP), your Honorable Board of Supervisors (Board) approved the selection of, and agreement with two ambulance providers for the provision of 9-1-1 Basic Life Support emergency ambulance services for the period of June 1, 2015, through May 31, 2020, for the County's five EOAs. Emergency Ambulance, Inc. was awarded EOA A and Care Ambulance, Inc. was awarded EOAs B-E. These agreements will expire on May 31, 2020. Through monitoring of patient care data, OCEMS has been able to validate that the five regions are medically feasible, financially viable and allow for efficient resource utilization to maximize emergency ambulance response times. Further, in 2018, the provider in each EOA consistently exceeded response time compliance and performed over 1,000 hours of public education and community outreach.

On January 29, 2019, an RFP was presented to the Board for final consideration prior to submission to EMSA for approval. On March 6, 2019, the RFP was approved by EMSA. Along with enhanced public education initiatives and vehicle standards, the new agreement contains more stringent ambulance response time standards to ensure expedited patient delivery to an emergency department.

On March 19, 2019, HCA released the RFP for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services. The solicitation process utilized the standard National Institute of Governmental Purchasing classifications to reach out to the Orange County marketplace. There were three responders. An evaluation panel with one HCA representative and four non-HCA representatives, including an EMS Educator/Fire Chief, EMS Educator/Paramedic, Base Hospital Coordinator Registered Nurse and an Emergency Receiving Center Registered Nurse was convened. The panel evaluated the proposals and recommended award of the agreement for EOA A to Emergency Ambulance Services, Inc. and for EOA's B-E to Care Ambulance Services, Inc. HCA interviewed both Emergency Ambulance Service, Inc. and Care Ambulance Service, Inc. and recommends award to the

selected providers. Reference checks were completed for Care Ambulance, Inc. and included Los Angeles County EMS Agency, City of Fountain Valley Fire Department, and City of Garden Grove Fire Department regarding similar services. Reference checks for Emergency Ambulance Service, Inc. included the Orange County Fire Authority and the City of Brea Police Department regarding similar services. All reference checks were found to be satisfactory.

The results of the proposal evaluations are set forth in the Summarized Score Sheets for each EOA and are attached hereto as Attachment K. The recommended service provider for each EOA region is as follows:

**Recommended Service Providers by EOA Region:**

<b>EOA Region</b>	<b>Number of Bids Received</b>	<b>Recommended Provider</b>	<b>Cities Served</b>
A	1	Emergency Ambulance Service, Inc.	Placentia, Yorba Linda, and associated unincorporated areas
B	2	Care Ambulance Service, Inc.	Cypress, La Palma, Los Alamitos, Seal Beach, Stanton, and associated unincorporated areas
C	2	Care Ambulance Service, Inc.	Irvine, Tustin, Villa Park, and associated unincorporated areas
D	2	Care Ambulance Service, Inc.	Laguna Hills, Laguna Niguel, Aliso Viejo, Laguna Woods, Dana Point, and associated unincorporated areas/
E	2	Care Ambulance Service, Inc.	Lake Forest, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, and associated unincorporated areas

The proposed Agreements will allow services to begin June 1, 2020, and continue through May 31, 2025. In accordance with the RFP and proposed agreements, each provider will reimburse HCA for expenses related to the monitoring and managing of the agreements.

These Agreements do not currently include subcontracts or pass through to other providers. See Attachments F - J for Contract Summary Forms.

HCA requests your Board's approval of the selection of and Agreements with the recommended service providers to provide services in support of the OCEMS Program, as referenced in the Recommended Actions.

**FINANCIAL IMPACT:**

Revenue from these Agreements is included in Budget Control 042 FY 2019-20 Budget and will be included in the budgeting process for future years.

The anticipated revenue projected to be received related to these Agreements is:

Current Fiscal Year:	\$59,702
Fiscal Year 2020-21:	\$716,430
Fiscal Year 2021-22:	\$731,695
Fiscal Year 2022-23:	\$747,487
Fiscal Year 2023-24:	\$763,806
Fiscal Year 2024-25:	\$780,650

Reimbursement from the providers will cover the County's cost for administering the Agreements and is expected to be funded through contractor operating revenue. The Agreements prohibit the direct bill of contract costs to patients.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

- Attachment A – Agreement with Emergency Ambulance Service, Inc. for EOA Region A
- Attachment B – Agreement with Care Ambulance Service, Inc. for EOA Region B
- Attachment C – Agreement with Care Ambulance Service, Inc. for EOA Region C
- Attachment D – Agreement with Care Ambulance Service, Inc. for EOA Region D
- Attachment E – Agreement with Care Ambulance Service, Inc. for EOA Region E
- Attachment F – Contract Summary Form – EOA Region A
- Attachment G – Contract Summary Form – EOA Region B
- Attachment H – Contract Summary Form – EOA Region C
- Attachment I – Contract Summary Form – EOA Region D
- Attachment J – Contract Summary Form – EOA Region E
- Attachment K – Summarized Score Sheet – EOA Regions A-E
- Attachment L – California Health and Safety Code Section 1797.224



# Certification of Agreements

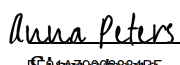
**Date:** February 3, 2020  
**To:** Clerk of the Board of Supervisors  
**From:** Anna Peters, Director  
 Administrative Services  
**Re:** ASR Control #: 19-001279, Meeting Date 01-28-20 Agenda Item No. # 15

I certify that the attached fully executed complete agreement and all exhibits referenced within the agreement is a revised iteration per the Board of Supervisors action of the agreement presented and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement and have personally executed same.

Anna Peters  
 Name

Administrative Services Director  
 Title

DocuSigned by:  
  
 Signature

2/4/2020  
 Date