

AGREEMENT FOR PROVISION OF
9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
TRANSPORTATION AND RELATED SERVICES
BETWEEN
COUNTY OF ORANGE
AND
FALCK MOBILE HEALTH CORP
EXCLUSIVE OPERATING AREA A
SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2030

THIS Agreement entered into this 1st day of September 2025, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Falck Mobile Health Corp (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” The Agreement shall be administered by Director of the Orange County Health Care Agency (ADMINISTRATOR)

W I T N E S S E T H:

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

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

WHEREAS, the COUNTY issued a Request for Proposal (RFP) on March 3, 2025 seeking an exclusive, performance-based Agreement to assure Ambulance Service providers with state sanctioned anti-trust protection and COUNTY residents and visitors with uniform, reliable emergency ambulance transportation services within EOAs; and

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

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: September 1, 2025 through August 31, 2030

Basis For Reimbursement: Revenue Agreement

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

CONTRACTOR UEI Number: VJMKGWLP2TK1

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: Attention: Troy Hagen
Falck Mobile Health Corp
1517 W. Braden Court
Orange, CA 92868

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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 //

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

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

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

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

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

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

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

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

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

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

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

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

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

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and 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 **IV. CONFIDENTIALITY**

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

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

30 **V. CONFLICT OF INTEREST**

31 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that
32 could result in a conflict with the best interests of County. This obligation shall apply to Contractor,
33 Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing
34 work and services hereunder. Contractor's efforts shall include, but not be limited to establishing
35 precautions to prevent its employees, agents, and subcontractors from providing or offering gifts,
36 entertainment, payments, loans or other considerations which could be deemed to influence or appear to
37

1 influence County staff or elected officers from acting in the best interests of County.

2
3 Contractor shall notify County, in writing, of any potential or actual conflicts of interest between
4 Contractor and County that may arise prior to, or during the period of, Contract performance, including,
5 but not limited to, whether any known County public officer's child is an officer or director of, or has an
6 ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to
7 provide this information without prompting from County any time there is a change regarding conflict of
8 interest, Contractor must also provide an update to County upon request by County.

9 10 **VI. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
12 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
13 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
14 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
15 Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

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

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

1 this subparagraph shall be void.

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

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

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

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

18 1. After approval of the subcontractor, ADMNISTRATOR may revoke the approval of the
19 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
20 subsequently fails to meet the requirements of this Agreement or any provisions that
21 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
22 by CONTRACTOR.

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

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

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

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

1 update to COUNTY of its status in these areas whenever requested by COUNTY.
2

3 **VII. DISPUTE RESOLUTION**

4 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
5 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
6 reasonable period of time by CONTRACTOR and the ADMINISTRATOR, such matter shall be
7 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

25 D. This Agreement has been negotiated and executed in the State of California and shall be
26 governed by and construed under the laws of the State of California. In the event of any legal action to
27 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
28 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
29 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
30 Parties specifically agree to waive any and all rights to request that an action be transferred for
31 adjudication to another county.
32

33 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

34 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
35 regarding the employment of aliens and others and to ensure that employees, subcontractors and
36 consultants performing work under this Agreement meet the citizenship or alien status requirement set
37 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,

subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all 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 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 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. Prior to the provision of services under this Contract, the CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the COUNTY during the entire term of this Contract.

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

D. All self-insured retentions SIRs shall be clearly stated on the Certificate of Insurance. Any SIRs

in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify the County for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Contract, the COUNTY may terminate this Contract.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

Coverage

Minimum Limits

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
Performance Security Bond	\$1,250,000 per EOA

1. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

H. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (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.

I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance::
 - 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, agents and employees** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.
 - b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the 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 the CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

- J. All insurance policies required by this Contract 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.

K. 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 CONTRACT***.

L. All insurance policies required by this Contract 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.

M. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

N. CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this Contract.

O. If CONTRACTOR's Professional Liability, Sexual Misconduct, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of the Contract.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

Q. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

R. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

S. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to

adequately protect COUNTY.

T. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

XI. INSPECTIONS AND AUDITS

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

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

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

D. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies

provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

XII. LICENSES AND LAWS

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

XIII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XIV. MINIMUM WAGE LAWS

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

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

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

XV. NONDISCRIMINATION**A. EMPLOYMENT**

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

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

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

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment

1 Opportunity Commission setting forth the provisions of the EOC.

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

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

13 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
14 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
15 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
16 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
17 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
18 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
19 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
20 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
21 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
22 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
23 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
24 paragraph, discrimination includes, but is not limited to the following based on one or more of the
25 factors identified above:

- 26 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 27 2. Providing any service or benefit to a Client which is different or is provided in a different
28 manner or at a different time from that provided to other Clients.
- 29 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
30 others receiving any service and/or benefit.
- 31 4. Treating a Client differently from others in satisfying any admission requirement or
32 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
33 any service and/or benefit.
- 34 5. Assignment of times or places for the provision of services.

35 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
36 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
37 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and

1 ADMINISTRATOR.

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

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

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

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

20 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
21 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
22 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
23 state or COUNTY funds.

24 **XVI. NOTICES**

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

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

31 2. When faxed, transmission confirmed;

32 3. When sent by Email; or

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

35 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
36 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
37 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United

Parcel Service, or other expedited delivery service.

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

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

XVII. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

XVIII. RECORDS MANAGEMENT AND MAINTENANCE

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

1. CONTRACTOR shall maintain records that are adequate to substantiate the services for which claims are submitted for reimbursement under this Agreement and the charges thereto. Such

1 records shall include, but not be limited to, individual patient charts and utilization review records.

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

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

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

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

18 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
19 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
20 and implement written record management procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XIX. REVENUE

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

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

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

1 CONTRACTOR to be uncollectible.

2
3 **XX. SEVERABILITY**

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

9
10 **XXI. STATUS OF CONTRACTOR**

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

22
23 **XXII. TAX LIABILITY**

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

31
32 **XXIII. TERM**

33 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
34 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
35 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
36 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
37 would normally extend beyond this term, including but not limited to, obligations with respect to

confidentiality, indemnification, audits, reporting and accounting.

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

XXIV. TERMINATION

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

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

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

C. CONTINGENT FUNDING

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

D. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced term of the Agreement.

E. In the event this Agreement is terminated CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXVI. THIRD PARTY BENEFICIARY

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

1
2 **XXVIII. WAIVER OF DEFAULT OR BREACH**

3 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
4 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
5 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
6 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
7 Agreement.

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

Falck Mobile Health Corp

DocuSigned by:
BY: Bart Lamborg DATED: 7/15/2025
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TITLE: CFO

DocuSigned by:
BY: Troy Hagen DATED: 7/15/2025
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TITLE: Vice President

COUNTY OF ORANGE

DocuSigned by:
BY: Brittany Davis DATED: 8/19/2025
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HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

Signed by:
BY: William Mule DATED: 7/16/2025
C88031248AC049C...

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
9-1-1 BASIC LIFE SUPPORT EMERGENCY AMBULANCE RESPONSE,
TRANSPORTATION, AND RELATED SERVICES
COUNTY OF ORANGE
AND
FALCK MOBILE HEALTH CORP
EXCLUSIVE OPERATING AREA A
SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2030

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 A shall encompass the cities of Placentia and Yorba Linda, and unincorporated areas of Brea Unincorporated, Tonner Canyon, Chino Hills State Park, Country Club, and Fairlynn.

II. OPERATIONS

A. CONTINUOUS QUALITY IMPROVEMENT (CQI) PLAN

1. CONTRACTOR shall be required to develop and implement a CQI Plan that includes and assures, but is not limited to, the following:

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

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

c. 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.

d. 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.

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

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

B. RESPONSE TIME OPERATIONS

1. Response Time Performance Requirement

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

b. Response Times shall be measured in minutes and integer seconds, and shall be "time stamped" by CONTRACTOR's computer aided dispatch system. The standards include two (2) code priorities and three (3) geographical EOAs that will be used for response time monitoring, reporting, and compliance purposes. As set forth in TABLE 6 "Response Time Compliance Requirements", Response Times originating from within an EOA shall meet specific performance standards, of which, a monthly compliance rate of 100% in each code priority and geographical zone within an EOA is required.

1) Call Classifications

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

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

2) Geographical Zones within EOAs

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

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

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

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TABLE 6: Response Time Compliance Requirements

EOA Geographical Zone	Code Priority	Compliance Rate	Time in Minutes
Metro/Urban	Code 3	92% - 100%	≤ 10:00
Metro/Urban	Code 2	92% - 100%	≤ 15:00
Suburban/Rural	Code 3	92% - 100%	≤ 20:00
Suburban/Rural	Code 2	92% - 100%	≤ 25:00
Wilderness	Code 3	92% - 100%	≤ 28:00
Wilderness	Code 2	92% - 100%	≤ 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 6 “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 6 “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 first 9-1-1 emergency ambulance

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

3) Response Time

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

4) Failure to Report "At Scene" Time

a) In instances when ambulance crews fail to report "At Scene", the time of the next communication between dispatch and the ambulance crew shall be used as the "At Scene" time. However, the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) may be utilized through the data amendment request process. CONTRACTOR is expected to actively monitor, and minimize, the number of data amendment requests related to the crews failure to report "At Scene" or a dispatchers failure to capture the crews radio communication of "At Scene." Failure to comply with the provided procedure will result in a penalty as defined in Paragraph IV. B. "Penalty Provisions", Tables 8 and 9 of this Exhibit A.

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

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

(1) Upgrades

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

i. Time elapsed from dispatch to time of upgrade, plus the higher priority Response Time Standard; or

ii. The lower priority Response Time Standard

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

(2) Downgrades

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

i. If the time of the downgrade occurs after the higher priority Response Time Standard has been exceeded, the more stringent, higher priority standard shall apply; or
 ii. If the time of the downgrade occurs before the higher priority Response Time Standard has been exceeded, the less stringent, lower priority shall apply. In all such cases, documentation must be presented for validation of the reason why the priority status was downgraded. If the downgrade was justified, in the sole discretion of OCEMS, the longer standard shall apply.

(3) Reassignment En Route

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

(4) Cancelled Calls

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

(5) Response Times Outside of the County of Orange

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

(6) Each Incident/Separate Response

(a) Each incident shall be counted as a single response regardless of the number of units that are utilized. Each responding unit shall be held to their own individual Response Time regardless if the first emergency ambulance is on scene or cancelled. Any additional individual unit Response Times shall be calculated at the appropriate priority level and be held to the Response Time Compliance Requirements in TABLE 6 "Response Time Compliance Requirements".

(7) Coverage and Dedicated Ambulances, Use of Stations/Posts.

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

3. CQI

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

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C. DISPATCH OPERATIONS

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

a. Dispatch Operations

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

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

b. Dispatch Personnel

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

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

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

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

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

c. CQI

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

D. DATA MANAGEMENT

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

a. Data and Reporting Requirements

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

a) Dispatch Computer

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

2) Records

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

3) Data Integrity

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

(1) CAD Data Completeness by element;

(2) CAD Data Accuracy by element;

(3) Time Measurement;

(a) Overall accuracy (chronological time elements);

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

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

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

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

(f) Frequency of unauthorized data adjustments;

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

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

b. Data Reporting and Scheduled Reports

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

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

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

- 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.
- c. 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
- d. 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.
- e. 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,

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

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

(1) Declared Disasters

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

(2) Good Cause

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

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

2) Data Amendment Request Procedure

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

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

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

3) Approved Data Amendments

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

f. Other Required Reports

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

g. Defining Data Deficiencies

1) Data collected by the provider, and submitted through OC-MEDS, are utilized to perform a significant portion of contract oversight and monitoring. These elements are found in Paragraph IV.A. "Penalty Provisions" TABLES 7-11 of this Exhibit A.

a) Required reporting elements are subject to change based on evolving federal, state, and local requirements. If OCEMS determines that a data element not defined in the TABLE 11 "Defining Data Deficiencies" is required to improve oversight and monitoring, the new element will be required to be reported at the start of the following month. When data elements are incomplete they are considered to be data deficient. Data deficiencies will be assessed a standard fine regardless of the number of occurrence per incident record. Data deficiencies include, but are not limited to:

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

h. CQI

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

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E. PCRS and OC-MEDS COMPLIANCE

1. CONTRACTOR shall utilize and manage a Patient Care Reporting System (PCRS) to document and transmit PCRS in real time to the OC-MEDS Hub in accordance with OCEMS Policies (Ref. OCEMS Policies 300.10, 300.20, 300.30 and 300.31).

a. PCRS Technical Requirements

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

2) CONTRACTOR shall adhere to the naming convention format of the CAD and PCR data as specified by OCEMS.

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

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

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

b. PCR Compliance and Training

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

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

a) Transports

b) Cancelled units

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

c) Public assists

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

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

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

c. CQI

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

F. EMERGENCY RESPONSE COMMUNICATIONS SYSTEMS

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

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

2. Compliance with Laws

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

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

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

3. Communications Requirements

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

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

2) Provide documentation describing in detail the operational design for the ERCS

and methods proposed for dispatching ambulances.

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

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

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

4. CAD Interface

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

5. System Upgrades

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

6. Vehicle Communications Motorola 800 MHz Mobile Radio

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

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

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

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

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

7. Mobile Data Computer System

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

1) UHF Med 9 Radio

a) CONTRACTOR shall install and maintain a dedicated UHF Med Radio

capable of continuous operation on Med 9, for purposes of communicating current field information to appropriate County staff during multi-casualties, disaster response, hazardous materials incidents and other unusual occurrences.

8. Web Based Communications Application

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

9. CQI

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

G. FACILITIES, SUPPLIES, AND EQUIPMENT

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

a. Standard Inventory

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

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

b. Facilities

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

2) Region Headquarters

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

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

(2) Personnel management

(3) Communications

3) At the start date of the awarded contract, CONTRACTOR deploying twenty four

(24) hour shifts shall provide on-duty crew members with a facility that includes, but is not limited to:

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

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

c. Personal Safety Equipment

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

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

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

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

d. Fleet Requirements

1) CONTRACTOR shall provide all appropriate vehicles, fuel, oil, maintenance and any other necessities to maintain an ambulance fleet in a manner that meets OCEMS and California Highway Patrol (CHP) (CA. Code of Regulations, Title 13, Div.2, Ch. 5, Art. 1) ambulance equipment standards. CONTRACTOR must require the use of seat belts in their vehicles. CONTRACTOR must clearly demonstrate, for each EOA in which CONTRACTOR is awarded, that CONTRACTOR's fleet has the ability to operate as a standalone fleet within the EOA and independently from CONTRACTOR's operations in other areas outside of the EOA.

a) Emergency Ambulance Vehicles

(1) CONTRACTOR shall provide Modular (type I or III) dual rear wheeled 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 (2) CONTRACTOR shall develop and maintain policies regarding fleet size
4 and standardization, as well as a fleet maintenance program that addresses how ambulance maintenance
5 is tracked, improved, and how vehicle failures are minimized.

6 b) Quantity of Vehicles

7 (1) CONTRACTOR may be required by OCEMS to expand the total number
8 of 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 (2) 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 c) Automatic Vehicle Locator

18 (1) 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 d) Video Dashcam Recording System

24 (1) CONTRACTOR shall provide, install and maintain a video dashcam
25 recording system that shall be mounted on the windshield and on the rear of all ambulances responding
26 to EOA A. The system shall provide a digital recording of the front driver's view and a view to the rear
27 of the ambulance. The video shall be available to OCEMS to view after any incidents, during a response,
28 for investigation and CQI.

29 e. Maintenance

30 1) Daily Maintenance

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

34 b) Ambulance Checkout (OCEMS Policy 720.30)

35 (1) CONTRACTOR shall, at the beginning of each shift, ensure that all
36 ambulances have sufficient 9-1-1 emergency ambulance equipment and supplies to prevent stock levels
37 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) Durable medical equipment, electrical or mechanical, shall have documented preventative maintenance performed according to manufacturer specifications, recommendations and schedule. Documented equipment must be identified by its serial number.

(4) CONTRACTOR shall perform and document preventative maintenance every six months on durable medical equipment without a manufacturer maintenance specification, recommendation or schedule. All durable medical equipment must have a unique identifier for maintenance records.

3) Supervisor Vehicles

a) At a minimum, each CONTRACTOR shall provide one (1) staffed field supervisor vehicle and shall be in service in each EOA at all times. The vehicle type and markings shall

be approved by OCEMS, and shall meet all applicable policy mandates related to inventory standards for a BLS first response resource. Vehicles shall be capable of towing twenty four (24)-foot trailers with an estimated Gross Vehicle Weight of ten thousand (10,000) pounds and be equipped with an automatic vehicle locator system.

f. CQI

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

H. INSPECTIONS OF VEHICLES, RECORDS, and CREW QUARTERS

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

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

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

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

d. Refer to Paragraph IV.B. Table 12 “Additional Penalties” of this Exhibit A for penalties related to observed repeated inspection deficiencies.

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

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

3. CQI

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

III. CLINICAL AND PERSONNEL

A. The qualification and experience of key personnel proposed to perform the services solicited by this Agreement are of critical importance. All personnel assigned to the performance of the services, will be closely monitored and evaluated throughout the term of the Agreement by OCEMS. Before Agreement start date, CONTRACTOR must demonstrate that all Emergency Medical Technicians (EMT’s) assigned to the Orange County EOAs are certified and possess an Orange County EMT accreditation.

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B. CLINICAL LEVELS & STAFFING REQUIREMENTS

1. CONTRACTOR shall provide personnel meeting the following requirements:

a. Management Team

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

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

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

b) CONTRACTOR must provide documented managerial training to field supervisors that provides orientation to: exclusive operating area, county agreement, and OCEMS policies/procedures.

b. EMS Program Liaison

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

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

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

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

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

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

(b) Attendance may be publically reported by OCEMS.

c. Field Supervision

1) OCEMS recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs. Personnel and operational supervisory

responsibilities do not displace the provision of direct clinical supervision of the caregivers. Minimum requirements and duties for this position are:

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

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

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

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

(1) Non-compliance with requirement will fall under Paragraph IV.B. "Penalty Provisions", TABLE 12 of this Exhibit A.

(2) Exceptions

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

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

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

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

d. Data Management Liaison

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

e. Internal Health and Safety Program

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

2) Develop and maintain an employee alcohol and drug program that includes at a minimum, an alcohol and drug free workplace policy, and an employee alcohol/drug-testing program that complies with the U.S. Department of Transportation requirements to the extent allowed by law, including pre-employment drug screening and random alcohol and drug testing. Any employee found

working under the influence of alcohol or drugs must be immediately removed from performing services 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 Interferon Gamma Release Assay (IGRA) TB test.

g. Staff Resources

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

1) 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.

2) Access to and adherence to OCEMS P&Ps herein and upon all revisions.
<https://ochealthinfo.com/providers-partners/emergency-medical-services>

3) 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.

4) 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).

5) 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
<https://www.ochealthinfo.com/providers-partners/emergency-medical-services/ems-policies-procedures-standing-orders/ems-policies>

c) Newly awarded 9-1-1 ambulance contractors are required to offer EMT's of the incumbent ambulance service provider a position servicing the same geographic area and population.

d) CONTRACTOR will provide ambulance service employees assigned to the awarded EOA payment of wages and benefits comparable to those in the geographical area and surrounding counties.

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

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

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

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

(2) Preparation for Multi-Casualty Incident

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

(3) Driver Training

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

(4) Employee Annual Training

(a) HIPAA Health Insurance Portability and Accountability Act (confidentiality and regulation), Aerosol Transmissible Diseases Exposure Control and Fit Test completion record, Blood Borne Pathogen Exposure Control, and Harassment Awareness. CONTRACTOR shall abide by OSHA and EEOC training standards. CONTRACTOR's failure to provide evidence of current training certifications will be subject to penalty, per individual personnel

file, as outlined in TABLE 12 of this Exhibit A.

4) Infection Control

a) Create a culture focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). Develop and strictly enforce policies for infection control, cross contamination and soiled materials disposal to decrease the chance of communicable disease exposure as defined by OCEMS Policy 720.50 – Ground Ambulance Vehicle Inspection and Permits, VIII. Cleaning Standards for Ambulances and Ambulance Equipment.

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

(a) Tuberculosis Interferon Gamma Release Assay (IGRA) annually.

(b) Hepatitis B - given in a three (3) dose series (dose #1 initial, dose #2 in one (1) month, and dose #3 approximately five (5) months after dose #2).

(c) Influenza - give one (1) dose of trivalent inactivated influenza vaccine (TIV) or live attenuated influenza vaccine (LAIV) annually.

(d) MMR for healthcare personnel (HCP) born in 1957 or later without serologic evidence of immunity or prior vaccination, give two (2) doses of MMR, four (4) weeks apart.

(e) Varicella (chickenpox) for HCP who have no serologic proof of immunity, prior vaccination, or history of varicella disease, give two (2) doses of varicella vaccine, four (4) weeks apart.

(f) Tetanus, diphtheria, pertussis - give all HCP a Td booster dose every ten (10) years, following the completion of the primary a three (3) dose series. Give a one (1) time dose of tetanus, diphtheria, acellular pertussis vaccine (Tdap) to all HCP.

i. CQI

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

C. MEDICAL ADMINISTRATION

1. Medical Oversight

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

b. CONTRACTOR may be required to participate in pilot studies that OCEMS may authorize. At the sole discretion of the OCEMS Medical Director, service standards may be waived in

the event conflicting standards are established for the pilot program. Any such pilot program must be approved by the OCEMS Medical Director. Participation in the pilot program(s) shall be in addition to the provision of the subject services described in this Agreement.

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 7: Per Patient Transport Fees

Fiscal Year	Transport Fees
FY2025/26	\$19.43
FY2026/27	\$19.96
FY2027/28	\$20.50
FY2028/29	\$21.05
FY2029/30	\$21.62

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 (1st) payment for this Agreement will be invoiced after the fourth (4th) quarter of calendar year 2025 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

1) OCEMS shall render its invoice to CONTRACTOR for costs and penalties due within 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 (30th) 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 business hours, OCEMS shall have the right to review any and all business records including financial records pertaining to the required services. All records shall be made available to OCEMS at CONTRACTOR's Orange County office or other mutually agreeable location. OCEMS may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs and employment contracts.

2) On an annual basis, OCEMS will perform an on-site audit of proposer's financial records by reviewing a financial audit conducted by a certified public accountant for ambulance operations pertaining to Orange County and/or separate business records of financial accounting of any other businesses that share overhead with the ambulance service operation.

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

3. County License

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

1) OCEMS policies and ambulance service applications can be found on the Orange County EMS website at <https://ochealthinfo.com/providers-partners/emergency-medical-services>

4. Annual Performance Evaluation

a. OCEMS shall evaluate the following performance standards of CONTRACTOR throughout the year, which may include, but not be limited to:

1) Response Time performance standards assessed with reference to the minimum requirements in Agreement.

2) Clinical performance standards assessed with reference to minimum Agreement requirements.

3) Operational performance standards assessed with reference to minimum Agreement requirements.

4) Financial performance standards assessed with reference to minimum Agreement requirements.

5) Initiation of innovative programs to improve system performance.

6) Compliance with information reporting requirements.

5. Service Charges

a. CONTRACTOR shall not charge patients for the provision of 9-1-1 Basic Life Support

Emergency Ambulance Response, Transportation and Related Services more than the maximum rates set by the Orange County Board of Supervisors and stated in OCEMS Policy 714.00.

b. CONTRACTOR shall be responsible for establishing an agreement with the ALS Service Provider to ensure reimbursement of eligible ALS services provided by the ALS Service Provider and shall be responsible for directly paying the agreed amount to the ALS Service Provider pursuant to that agreement. The reimbursement rate agreed upon in that agreement shall be no less than \$318.00 per eligible ALS transport and assessment.

c. 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.

d. 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.

e. Medicare Patients

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

f. 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 complaint (billed)
- d) EOA
- e) Response location including zip code
- f) BLS Transport
- g) ALS Assessment/BLS Transport

- h) ALS Escort
- i) 9-1-1 Responses without transport
- j) Day/Month/Year/Time
- k) Patient care record number

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

f. Accounting

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

- a) Patient invoices
- b) All service charges
- c) All reimbursements
- d) All payments made to other providers
- e) Invoices, payments, and correspondence to and from private insurers, federal or

state health care programs, responsible third parties, and OCEMS

g. Submission of Claims

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

h. Zero-Pay Patient Exemption Requests

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

6. Agreement Breach Affecting Health and Safety

a. In the event OCEMS determines that a breach, actual or threatened, has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach in OCEMS' opinion is of such nature that public health and safety are endangered, the matter shall be presented to the OCEMS

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

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

7. Alternate Emergency Ambulance Service Provider

a. Upon contract award of designated EOAs, OCEMS reserves the right, and shall realize that right, to recognize and select the second highest scoring proposer in each EOA as the alternate service provider in the event CONTRACTOR is unable to fulfill the terms of the contract at any time.

8. Transition Planning -

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

9. General Provisions

a. Permits and Licenses

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

b. Compliance with Laws and Regulations

1) All services provided under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, which shall be CONTRACTOR's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the required services, and to maintain compliance with those applicable standards at all times.

c. Observation and Inspections

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

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

d. Notice of Litigation or Investigations

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

B. PENALTY PROVISIONS

1. Response Time Compliance Penalties

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

b. Penalties for Failure to Comply with Response Time Requirements

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

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TABLE 8: 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

b. Zone Non-Compliance Penalties

1) CONTRACTOR is expected to comply with the applicable Response Time standard of ninety-two percent (92%) to one hundred percent (100%) in each EOA, within each code of response, for each month. Failure to meet this requirement may be deemed in breach of contract where:

a) CONTRACTOR fails to comply with the Response Time standard of 92% in the same response zone (individual cities and county unincorporated communities) 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 92% in the same response code category for any two (2) months within any consecutive six (6) month period.

2) In addition to the per call response time penalties for late responses, penalties shall be assessed on an escalating scale when response time compliance falls below 92% for any zone within a given month (TABLE 9)

3) Failure to meet response time requirements for at least 92% of responses each month for any two (2) months in any six (6) consecutive months, shall be considered a breach and may additionally result in removal of CONTRACTOR and forfeiture of performance security bond.

4) All zone Non-Compliance Penalty amounts shall be paid each month by CONTRACTOR within 30 business days of receipt of invoice from OCERS unless otherwise stipulated.

TABLE 9: Penalties for EOA Non-Compliance

EOA Performance	Penalty
91% - 91.99%	\$2,000
90% - 90.99%	\$4,000
89% - 89.99%	\$6,000
88% - 88.99%	\$8,000
87.99% and less	\$10,000

c. 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 20 business days to submit any outstanding records and make requests for amendments to data. Any record still observed to be deficient after the period will be subject to penalties defined by TABLE 10. OCEMS will monitor each EOA record submitted to OC-MEDS, regardless of the call outcome, based on OC-MEDS Data Standards defined by OCEMS Policy 300.31.

TABLE 10: Penalties for Data Non-Compliance

Data Deficiency	Penalty
Per incident number	\$5

TABLE 11: Defining Data Deficiencies

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

d. Failure to Respond Penalties

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

a) Prior to imposition of any penalty for a CONTRACTOR's failure to respond, OCEMS shall conduct an investigation of the incident. **Disruption in service due to failure of ambulance maintenance shall be considered a breach and may be cause for immediate contract cancellation.**

e. Use of Instant Aid/Mutual Aid Penalties

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

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

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

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

(b) Applicable OCEMS approved ambulance providers providing Instant Aid/Mutual Aid to the awarded EOA of the Agreement requirements including Paragraph II. H. "Inspections of Vehicles, Records, and Crew Quarters".

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

3) CONTRACTOR will be assessed penalties, as defined in TABLE 8 "Per Call Response Time Penalties", for non-compliant response times by Instant Aid/Mutual Aid support ambulance providers responding within the awarded EOA. CONTRACTOR's failure to report all occurrences of mutual aid will be subject to the penalties outlined in TABLE 12 "Additional Penalties".

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

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

f. Additional Penalties

1) OCEMS may impose performance deficiency financial penalties up to \$10,000 per incident as addressed in Table 12 (additional penalties).

TABLE 12: Additional Penalties

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
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
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
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
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

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
Failure to provide timely quality improvement data and reports	Quality improvement, clinical data and reports due on specific date after close of month	\$50 per report or data submission, per day, received after specified due date
Failure to provide timely unusual occurrence reports	Unusual occurrence reports due within specific time from date of the occurrence	\$100 per report, per day, received after specified time frame
Failure to respond to an emergency request for a response from a County public safety agency	Respond to all official requests for a response from County public safety agencies	Minimum \$10,000 for each failure to respond to an official call
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

g. Penalty Disputes

1) CONTRACTOR may dispute, in writing, within 10 calendar days of receipt of notification of the imposition of any penalty or penalty calculation by OCEMS. OCEMS shall within 30 calendar days from the date of the dispute letter sent by selected proposer review the dispute and make a decision to eliminate, modify, or maintain the disputed penalty. Should the selected proposer desire to appeal the OCEMS's decision regarding the dispute, a written request must be submitted to the OCEMS Medical Director within five (5) calendar days of date of the letter sent by the selected proposer. A selected proposer's appeal to the OCEMS Medical Director shall constitute the selected proposer's exclusive remedy to challenge the decision by OCEMS regarding the disputed penalty. All decisions by the OCEMS Medical Director shall be considered final.

h. TABLE 12 Penalty notification process

This process is not applicable to fines in TABLE 8, TABLE 9, or TABLE 10.

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 respect to any provisions of the contract, the penalties outlined in TABLE 12 “Additional Penalties” may be applied.

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

a) First/initial discovery/observation of deficiency

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

b) Second notice of observation of same deficiency

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

c) Third observation of same deficiency

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

d) Subsequent Deficiencies

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

i. CQI

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

V. EMS SYSTEM AND COMMUNITY COMMITMENT

A. PARTICIPATION IN EMS SYSTEM DEVELOPMENT

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

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B. ACCREDITATION

1. CONTRACTOR must possess a current Commission on Accreditation of Ambulance Services (CAAS) Accreditation.

C. HANDLING SERVICE COMPLAINTS

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

D. CLINICAL INQUIRIES AND RESOLUTIONS

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

E. PATIENT SATISFACTION PROGRAM

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

a. Qualitative and quantitative assessments related to 9-1-1 ALS Service Provider level of care.

b. Description of how the organization intends to share recognition with all components of the EMS system in public relations and education efforts.

F. PUBLIC EDUCATION

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

2. At a minimum, CONTRACTOR will provide one (1) educational health-based program which will address diversity and equity efforts addressing unique needs of the vulnerable and underserved populations of the awarded service area. Proposer will provide one educational event per month in EOA A. The educational health-based community courses shall be research-based topics pertinent to the EOA demographic populace.

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VI. FUNCTIONAL RESPONSIBILITY

A. CONTRACTOR shall provide the 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services, in accordance with California Health and Safety Code Sections 1797 et seq., and their implementing regulations, as well as applicable Orange County Ordinances, as they exist now or amended hereafter. All costs associated with the services referenced in this RFP shall be the sole responsibility of the selected proposer, 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 Agreement.

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
COUNTY OF ORANGE
AND
FALCK MOBILE HEALTH CORP
EXCLUSIVE OPERATING AREA A
SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2030

I. ASSORTED COUNTY AND EOA MAPS

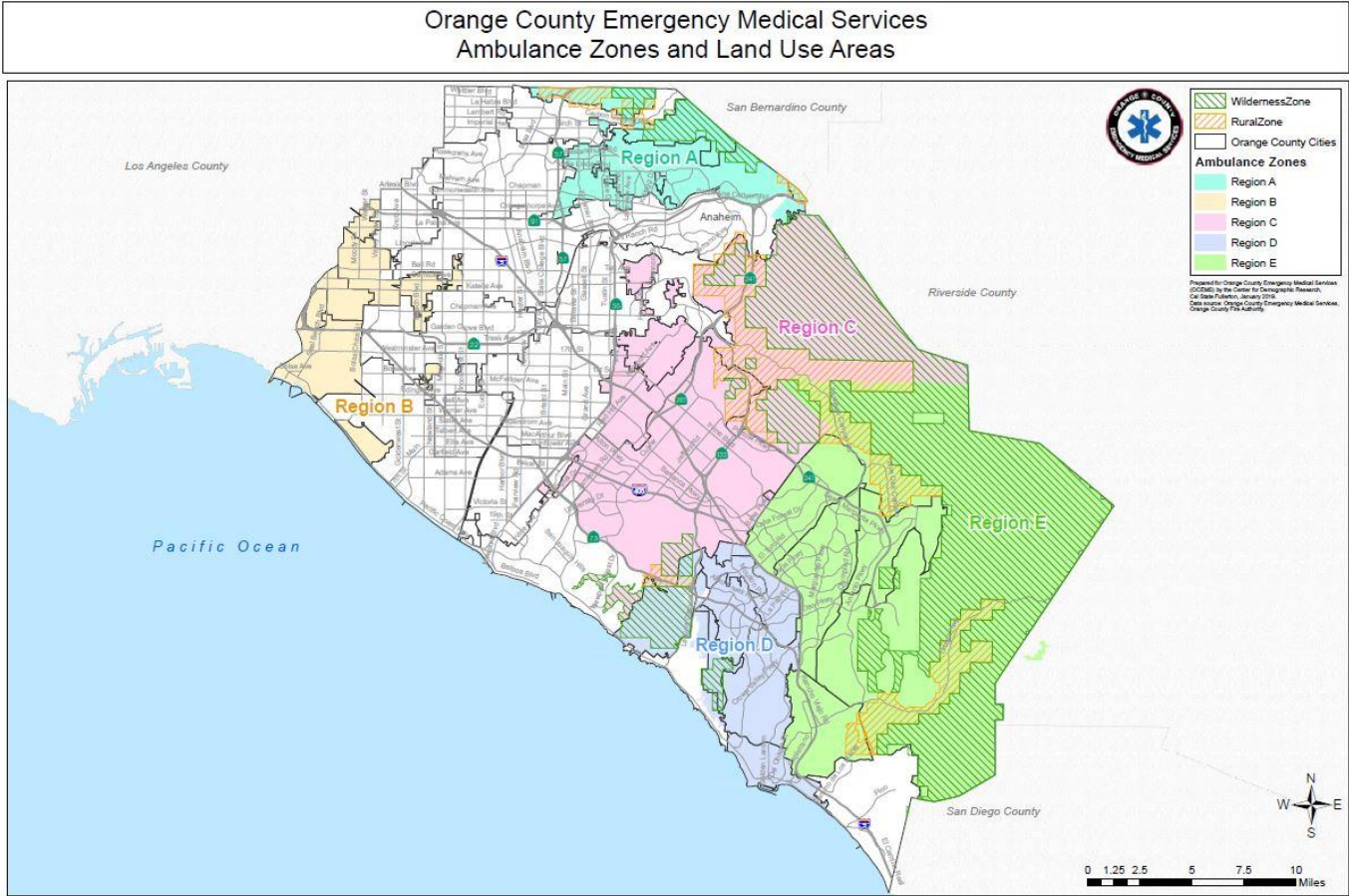


TABLE 1

