



**REQUEST FOR QUALIFICATIONS
FOR
CHIEF MEDICAL OFFICER**

**FIRE DEPARTMENT
CITY OF HUNTINGTON BEACH**

Released on July 23, 2024

**CHIEF MEDICAL OFFICER
REQUEST FOR QUALIFICATIONS (RFQual.)**

1. BACKGROUND

The City of Huntington Beach (hereafter referred to as the “City”) is a local municipality located along the coast of Southern California within the County of Orange, 35 miles south of Los Angeles and 90 miles north of San Diego. It is bordered by the Pacific Ocean on the West and is known for its 8.5 miles of beautiful beach. The City services a population of approximately 200,000 residents and draws over 11 million visitors to the City each year. The City of Huntington Beach is a full-service City and provides Police, Fire and Marine Safety services to the community.

The Huntington Beach Fire Department (hereafter referred to as the “Department”) is seeking an RFQual. from qualified vendors (hereafter referred to as “Vendor”), who meet the described minimum education and certification requirements, for the purpose of developing an opioid remediation program for the City and the Department which is compliant with [Exhibit E](#) of the Janssen and Distributor settlements and conforms to guidance from the California Department of Health Care Services for the funds received by the City.

The term for this contract is for three (3) years which may be modified in the event the funding becomes no longer available.

The City reserves the right to cancel, amend, modify and/or redistribute services needed for one or all items listed in this RFQual., if determined to be in the best interest of the City, for any reason. This RFQual. may be partially or fully grant funded and the Vendor must agree to follow all grant, Federal, State, and City policies, guidelines, and regulations if selected as an awarded vendor for this RFQual. The City will hold final decisions on the acceptance or denial of a claim and on any settlement authority.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFQual.	July 23, 2024
Deadline for Written Questions	August 6, 2024 by 4 p.m.
Responses to Questions Posted on Web	August 13, 2024
Submissions are Due	August 20, 2024 by 4 p.m.
Qualifications Evaluation Completed	August 30, 2024
Approval of Professional Services Agreement	Tentative Aug./Sept.

3. SCOPE OF WORK

The vendor is to provide the City with the following services:

A. Program Development

Vendor shall provide under the direction of the Fire Chief or Fire Chief's designee:

- A. Development of an opioid remediation program for the City that is fully compliant with [Exhibit E](#) of the Janssen and Distributor settlements, taking into account [Allowable Expenditures](#) guidance from the California Department of Health Care Services regarding the use of funding from:
 - a. The California Abatement Accounts Fund
 - b. California Subdivision Fund
 - c. Mallinckrodt Settlement Agreement
- B. Construct necessary protocols for a Medication Assisted Treatment (hereafter referred to as "MAT") program and any other medical elements to be followed by Department paramedics, emergency medical technicians, and/or advanced practitioners.
- C. Establish partnerships and/or agreements that will assist with the execution of the opioid remediation program and expansion of the program into potential Mobile Intensive Health (hereafter referred to as "MIH") services in the future. Examples of organizations to liaison with are, but not limited to:
 - a. CalOptima
 - b. Department of Health Care Services
 - c. Various Medical Groups
 - d. Health Insurance Carriers
 - e. Non-governmental organizations
 - f. Alternate destination facilities
- D. Assist Department staff in executing the developed program by:
 - a. Working in the field as a practitioner if required
 - b. Provide medical oversight of Department or other field staff

B. Optional

- A. Provide further medical oversight and advice regarding fire department and marine safety/lifeguard Emergency Medical Services (hereafter referred to as "EMS") operations, planning, training, quality improvement, and policy development.
- B. Provide medical expertise and information to the Hazardous Materials Response Team and Hazardous Materials Support Services on environmental and clinical toxicology issues in administration, planning, training, and operations.

- C. Oversee EMS training topics; provide medical oversight and assist in EMS education curriculum development; provide direct EMS classroom and skills instruction and indirect education and briefings.
- D. Conduct research, evaluate case studies, interpret data, and formulate reports relative to the provision, delivery, evaluation, and management of the EMS Program.
- E. Provide medical oversight and expertise to Quality Improvement (QI) programs – including traditional EMS field operations, Emergency Medical Dispatch, and MIH – by reviewing and analyzing effectiveness, system trends, and needs to ensure EMS system excellence.
- F. Assist in the formulation of EMS related policies and procedures.
- G. Act as Medical Team Manager and Medical Director to Urban Search & Rescue (US&R)
- H. Participate in call reviews with EMS educators, Firefighter/Paramedics, Firefighter/Emergency Medical Technicians, Advanced Providers, and Supervisory Staff.
- I. In collaboration with EMS Bureau staff, evaluate the adherence of Department Paramedics and EMTs to medical policies, procedures, and protocols of the Orange County EMS Agency.
- J. Review incidents with unusual or adverse patient outcomes and complaints related to the delivery of medical care and reports findings to Department staff.
- K. Evaluate compliance with the legal documentation requirements of patient care.
- L. Serve as a Department representative and liaison with Medical Directors and Administrators of the Orange County EMS Agency, base hospitals, regional trauma centers, paramedic receiving hospitals, acute care facilities, paramedic training institutions, and professional medical groups.
- M. Attend Orange County EMS Agency administrative and oversight committee meetings.
- N. Participate in direct observation of field responses and provide medical direction during a field response.
- O. Assist Department staff with decisions involving risk assessment, post-exposure prophylaxis, and treatment of occupational infectious disease exposures; assist Risk Management/Safety Officer/Respiratory Program Manager with medical and health components of Occupational Safety and Health Administration Respiratory Protection Standard; provide input to Safety and Occupational Health Project Team concerning firefighter safety and health issues.

- P. Perform medical duties as needed on-scene of incidents within the Medical Unit, Medical Group, or Medical Branch.
- Q. Serve as the Medical Director for the Emergency Medical Dispatch program and review the dispatch system's medical components, including medical dispatch strategies and pre-arrival instructions.
- R. Provide medical expertise to the Department Public Information Officer.
- S. Provide medical standing orders to the EMS staff for the administration of vaccines and other orders as needed.
- T. Oversee the purchasing, storing, and distribution of controlled drugs for the Department in accordance with Orange County Department of Health Services Controlled Drugs Carried on Advanced Life Support Units, applicable state and federal laws.
- U. Support the Department and City in developing and executing projects directed at improving care for low acuity 911 users, high utilizers of 911 services, at-risk seniors, patients struggling with mental illness or substance addiction, homeless patients, or other selected patient populations as needed.
- V. Analyze Department EMS patient care data to assist the Department with EMS planning and prehospital care performance improvement.
- W. Meet with hospital-based providers and administrators to promote HBFD projects and community integration.
- X. Interface with EMS medical directors of similar programs around the county and country to compile and implement best practices.
- Y. In conjunction with the Medical Director, provide medical oversight to Advanced Providers, including Physician Assistants and Nurse Practitioners assigned to the Mobile Integrated Health Unit.

4. QUALIFICATIONS

The vendor is to provide copies of the following minimum qualifications, in their bid submission, and any other applicable highly preferred qualifications:

A. Minimum Required Qualifications

- A. Licensed Medical Doctor or Doctor of Osteopathy
- B. California Physicians and Surgeons License
 - a. Active and Valid Without Restriction

- C. Drug Enforcement Agency License
 - a. Active and Valid Without Restriction
- D. Board Eligible in Emergency Medicine
- E. Driver's License
 - a. Active and Valid Without Restriction

B. Highly Preferred Qualifications

- A. Completion of EMS Fellowship Program.
- B. Master of Public Health Degree with experience in health systems and services.
- C. Certification in Medical Education and Simulation.

5. DESIRED EXPERIENCE AND KNOWLEDGE

- A. Experience in EMS medical direction and EMS education and/or professional experience with an EMS Provider Agency.
- B. Experience with Disaster Medicine including Disaster Medical Assistance Teams and Urban Search and Rescue Medical Team Manager.
- C. Active engagement in the clinical practice of emergency medicine.
- D. Fire service familiarity.
- E. Experience working with public health systems and operating outpatient clinics.
- F. Working with local emergency medical services agencies.
- G. Clinical skills instruction.
- H. Experience building mobile integrated healthcare programs.
- I. Understands the California EMS Act and scope of Emergency Medical Technician, and Paramedic care under California Emergency Medical Services Agency
- J. Working knowledge of the opioid settlement approved spending categories.

6. SUBMISSION FORMAT GUIDELINES

Interested contractors are to provide the City of Huntington Beach with a thorough submission using the following guidelines:

Submissions should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resume, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each submission will adhere to the following order and content of sections. The submission should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQual. instructions, responding to the RFQual. requirements, and on providing a complete and clear description of the physician’s qualifications. Submissions that appear to lack required qualifications, technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following sections are to be included in the bidder’s response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, “Request for Qualifications-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three (3) pages in length, should summarize key elements of the qualifications. The physician must sign the letter. Indicate the address and telephone number of the physician’s office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFQual.

C. Qualifications, Experience, and Knowledge

The information requested in this section should describe the qualifications, experience, and knowledge of the physician to demonstrate competence to perform these services. Information shall include:

- 1) Name and license numbers of the physician.
- 2) A summary of the physician’s demonstrated capability, including comments to describe how they meet each of the stated minimum and preferred qualifications as well as the desired experience and knowledge listed above.
- 3) Provide at least five (5) local references (see Appendix A) that can corroborate your stated experience. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:
 - ◆ Client Name
 - ◆ Project Description
 - ◆ Project start and end dates
 - ◆ Client project manager name, telephone number, and e-mail address

D. Fee Structure

List hourly pay rate.

- a. Hours per fiscal year will be limited by available funds
- b. Fire Chief or Designee will approve requested payroll hours

- B. Annual reimbursements up to \$8,000.00 per fiscal year by approval of Fire Chief or Designee.
- a. Reimbursements per Fiscal Year will be limited by available funds.
- C. Total available California Opioid Settlement Funds to compensate the Chief Medical Officer in Fiscal Year 2024/2025 is \$167,500.00. This number may be modified due to limitation of available funds.
- D. Total available California Opioid Settlement Funds in subsequent fiscal years will be approximately \$50,000.00.
- a. Additional funds obtained by the program may be used to compensate the Chief Medical Officer per above.
 - b. Funds may be modified due to availability.
- E. The term for this contract is for three years which may be modified in the event the funding becomes no longer available.

5. PROCESS FOR SUBMITTING QUALIFICATIONS

All proposals must be submitted in PDF file format.

◆ Content of Submission

The proposal must be submitted using the format as indicated in the proposal format guidelines.

◆ Preparation of the Submission

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

◆ Number of Submissions

Submit one (1) PDF file format copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

◆ Submission of Qualifications

Complete written qualifications must be submitted electronically in PDF file format via the Planetbids.com website no later than 4:00 p.m. (P.S.T) on August 20, 2024. Submissions will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

◆ Inquiries

Questions about this RFQual. must be directed in writing through the PlanetBids Q&A tab no later than 4:00 p.m. (PST) on August 6, 2024 for response.

From the date that this RFQual. is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFQual., except during the pre-proposal conference. Refer to the Schedule of Events of this RFQual. or the City

webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

◆ **Conditions for Qualifications Acceptance**

This RFQual. does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all submission received as a result of this RFQual., to negotiate with any qualified source, or to cancel this RFQual. in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFQual. requirements
- B. Understanding of the project
- C. Recent experience in conducting similar scope, complexity, and magnitude for other public agencies
- D. Educational background, work experience, and directly related consulting experiences
- E. Price
- F. References

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the highest qualified bidder, but shall make an award in the best interests of the City.

After written submissions have been reviewed, discussions with prospective physicians may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the submission. The physician should be present at the oral interview.

A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFQual.

7. STANDARD TERMS AND CONDITIONS

◆ Amendments

The City reserves the right to amend this RFQ. prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFQ's](#); bidders should check this web page daily for new information.

◆ Cost for Preparing Qualifications

The cost for developing the submission is the sole responsibility of the bidder. All qualifications submitted become the property of the City.

◆ Contract Discussions

Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. See Appendix B for a sample agreement.

◆ Confidentiality Requirements

The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Submissions are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

◆ Financial Information

The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ Payment by Electronic Funds Transfer – EFT:

The City requires that payment be made directly to the vendor's bank account via an Electronic Fund Transfer (EFT) process. Banking information will need to be provided to the City via an Electronic Credit Authorization form. A City Representative will provide the Electronic Credit Authorization form upon intent to award. Vendor will receive an Electronic Remittance Advice with the payment details via email. It is solely the responsibility of the vendor to immediately notify the City of any change to their information related to payments.

◆ Insurance Requirements

City Resolution 2008-63 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix C. Failure to furnish the required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Qualifications enclosed herein. The terms of the

agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Qualifications must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Qualifications.

APPENDIX A

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Year Business was Established: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

References of Work Performed Form

(List 5 Local References)

Comany Name: _____

1. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

2. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

3. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

4. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

5. Name of Reference: _____

Address: _____

Contact Name: _____ Phone Number: _____

Email: _____

Dates of Business: _____

APPENDIX B

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$ _____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide

coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and

employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach
ATTN:
2000 Main Street
Huntington Beach, CA 92648

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and

are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's initials _____

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

COMPANY NAME

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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APPENDIX C

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Contractors: Any persons or entities who contract with the City and/or provide services to the City which are readily available and efficiently procured by competitive bidding.</p>	<p>Minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damages. Allows up to \$1,000 deductible.(See Note 1 below.)</p>	<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. (Additional Insured Endorsement is always required with General Liability Ins.)</p>			<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. (See Note 2 below.)</p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. (See Note 3 below.)</p>
<p>Permittees: Any persons or entities who make application to the City for any use of or encroachment upon any public street, waterway, pier, or City property.</p>						
<p>Vendors: Any persons or entities who transfers property or goods to the City which may or may not involve delivery and/or installation.</p>						
<p>Note 1 - Automobile Liability: The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers must be named as certificate holder and as additional insured by separate attached endorsement. Permittees who do not use vehicles or equipment in connection with the permit shall not be required to provide auto insurance. To be exempt from this requirement, permittees must execute a declaration such as Exhibit 1 attached.</p>						
<p>Note 2 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 3 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<p><i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms. Email: christine.keen@surfcity-hb.org Phone: 714-374-5373</i></p>						
<p><i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i></p>						
<p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>						
<p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but are not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>				<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>		
<p><u>Claims made policies are acceptable if the policy further provides that:</u></p> <ol style="list-style-type: none"> 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims. 						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
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<p>Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.</p>		<p>Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. <i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i></p>		<p>Full replacement cost with no coinsurance penalty provision.</p>	<p>As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i></p>	<p>Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i></p>
<p>Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.</p>						
<p>Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.</p>						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.

Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Vendor Type	Minimum Insurance Requirements
	Professional Liability
<p>Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.</p>	<p>Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.</p>
<p>Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.</p>	

Claims made policies are acceptable if the policy further provides that:

- 1) The policy retroactive date coincides with or precedes the professional services contractor's start of work (including subsequent policies purchased as renewals or replacements).
- 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit.
- 4) The reporting of circumstances or incidents that might give rise to future claims.

Fire Chief Scott Haberle
Huntington Beach Fire Department
2000 Main St
Huntington Beach, CA 92648

I was driven towards a career in emergency medicine with the purpose of caring for patients of any background, any age, anytime, anywhere. My experiences training in public health, health systems, Emergency Medicine, and Emergency Medical Services (EMS) set the foundation for my career as an Emergency Medicine and EMS Physician providing empathetic and compassionate clinical care, operationalizing EMS to tackle complex health problems populations face, and creating future change through medical direction, leadership, and interventions that may help improve all lives. As Chief Medical Officer for the Huntington Beach Fire Department (HBFD), my goal is to create a number of new programs that are significant for opioid remediation and compliant with Exhibit E of Opioid Settlement Funds, while working to ensure the highest quality patient care and reducing risk for the City, HBFD members, and patients.

My goal is to build a program that incorporates prevention and intervention for Opioid Use Disorder (OUD). This includes prevention curricula in schools, and intervention plans including naloxone training and naloxone distribution for vulnerable individuals who are under or uninsured that are utilizing opioids. Additionally, this includes creating a program for medication assisted treatment (MAT) distribution and initiation of therapy for under or uninsured individuals experiencing OUD, MAT education for healthcare providers, EMTs, paramedics, law enforcement, and first responders, MAT treatment for women with OUD who may be pregnant or postpartum, expanding warm hand-off services to start MAT in Emergency Departments (ED) and hand-off services to recovery. MAT will be a key component for treatment that will help patients experiencing this chronic, relapsing illness eventually reach sobriety and return to a normal quality of life.

I have significant experience providing MAT in the ED as well as administration of MAT in the prehospital EMS setting to patients experiencing OUD. I created programs for OUD prevention, education, and treatment including MAT through Mobile Integrated Healthcare (MIH) with the Los Angeles Fire Department (LAFD). This included collaboration of care and creation of partnerships with the Mayor of Los Angeles, the Deputy Mayor of Los Angeles, the County of Los Angeles, including Los Angeles General Hospital, Harbor-UCLA Medical Center, Homeless Health Los Angeles, and other NGOs, medical groups, and governmental agencies. I created and reviewed the necessary protocols for MAT for paramedics, EMTs, and Advanced Practitioners to initiate buprenorphine MAT to patients experiencing OUD, collaborating with national partners to create a successful program. I have significant experience working in the prehospital and hospital setting working in multiple EDs as well as with the LAFD as an Emergency Medicine Attending Physician, providing direct medical care, including MAT, as well as direct and indirect medical oversight and direction, training EMTs, paramedics, advanced practitioners, nursing staff, resident physicians, physician fellows.

In addition to my experience with OUD and MAT program creation and management, I have operational, training, planning, CQI, and policy development experience working as an EMS Chief Medical Officer/Medical Director. I have provided HAZMAT guidance, including creating protocols for cyanide toxicity and treating toxicological emergencies in the prehospital and in-hospital settings. I have significant experience providing EMS training to paramedics and paramedic students, nurses, advanced practitioners, and physicians, teaching at the Los Angeles County Paramedic Training Institute for several years as well as providing field care audits through the Los Angeles General Hospital Base Station Office, and direct

provider agency education and training with direct and indirect skills instruction and lectures, including at LAFD. This experience includes call review and education with EMS educators, firefighter/paramedics, firefighter/EMTs, advanced providers, and Fire and Marine Safety Command Staff and reviewing all incidents and documentation for cases with unusual or adverse patient outcomes or complaints related to EMS. I have a significant research background with almost 20 years of clinical research experience from UC Irvine, University of Arizona, University of Southern California, Kaiser Permanente, and LAFD and would be able to implement that at HBFD in improving the EMS program and quality of care. I have extensive experience with Quality Improvement (QI), starting at Kaiser Permanente, helping the Division of Women and Child's Health earn the largest Patient Centered Outcomes Research Institute grant in their history to investigate women's cancer care. I continued QI work at LAFD, includes providing data review and analysis to improve medical direction and oversight to the the Metropolitan Fire Communications Emergency Medical Dispatch Center, traditional EMT and paramedic 9-1-1 EMS response, and direct MIH QI oversight, with analysis and data driven policy decisions, including evaluating adherence by EMS staff to local EMS agency policies. Through residency, fellowship and with LAFD, I gained significant experience in creation of EMS policy, protocol, and procedure as well as coordination with Local EMS agencies in local optional scope of practice expansions. I have experience working as the FEMA Urban Search and Rescue Medical Team Manager and Medical Director for California Task Force 1 as well as experience working on Arizona Disaster Medical Assistance Team 1, which include on-scene medical duties with experience working within ICS medical groups and units. I have significant experience building and growing a mobile integrated health program working with LAFD to expand now one of the longest standing MIH programs in the United States. I have experience serving as a Department representative and liaison for fire based EMS working with Medical Directors, Administrators, and representatives from other EMS, City, County, State, Hospital, Nongovernmental Agencies to further goals and initiatives and will continue attending meetings for HBFD. I have worked closely with LAFD PIOs including at mass casualty events and preparing briefings for press conferences and public statements for the Fire Chief. As an emergency physician in good standing, I will be able to provide standing orders for vaccines and other treatments as well as oversee controlled substances in accordance with state and local laws. My experience working with LAFD and MIH has provided me with valuable experiences working to improve care for high utilizers of 911, senior patients, patients experiencing severe mental illness, substance use disorders, persons experiencing homelessness, incarcerated patients, and other special populations that I can apply to HB.

As the HBFD CMO, I will be able to perform all the duties required in the program development and optional scope of services required with significant background and experiences acquired over the course of my educational and professional career. I look forward to accomplishing significant projects and collaborations to establish HBFD as an innovative industry leader in EMS, providing the highest quality patient care.

Sincerely,



Amir Rombod Rahimian, MD, MPH

Amir Rombod Rahimian, M.D., Inc.

Emergency Medicine & Emergency Medical Services

19381 Sierra Perla Road

Irvine, CA, 92603

BUPRENORPHINE & OPIOID USE DISORDER

Opioid Use Disorder (OUD) is a chronic, relapsing illness characterized by opioid use leading to impairment or distress with increased rates of **death**.



Buprenorphine is medicine for people with OUD. **Buprenorphine** reduces overdose risk, **preventing overdose for 72 hours** after each dose. **EMS** can be first in to treat patients and start pathways to recovery by prescribing **buprenorphine**.



BUPRENORPHINE & OPIOID USE DISORDER

Policy Brief: Addressing Opioid Use Disorder (OUD) Through Enhanced Emergency Medical Services and Medication Assisted Treatment (MAT)

Overview

Opioid Use Disorder (OUD) represents a critical public health challenge in the United States, marked by significant rates of morbidity and mortality. Over 6.1 million individuals aged 12 and older are affected by OUD, with synthetic opioids, especially fentanyl, contributing to 73,838 deaths in 2022. In Orange County, opioids are a leading cause of substance abuse death. Huntington Beach has the third most opioid-related Emergency Department visits and opioid-related deaths in Orange County after Anaheim and Santa Ana.

Access to Medication Assisted Treatment (MAT) is relatively limited for vulnerable patients. Through the Huntington Beach Fire Department Mobile, prevention and treatment of OUD through education, naloxone distribution, and MAT through the creation of a Mobile Integrated Health Unit is possible with identification of patients experiencing overdose or withdrawal through 9-1-1.

Buprenorphine and Medication Assisted Treatment (MAT)

Buprenorphine, discovered in 1966, is a cornerstone therapy for OUD, effectively reducing withdrawal symptoms and cravings without causing euphoria. It is often combined with naloxone to prevent misuse. Evidence supports the efficacy of Buprenorphine in achieving treatment retention and opioid use cessation.

A study by Sigmon et al. (2013) reported an 82% abstinence rate from opioids post-MAT initiation.

Huntington Beach Fire Department Mobile Integrated Healthcare Unit (MIH) Creation

The Huntington Beach Fire Department (HBFD), handles over 22,000 annual EMS calls, and faces unique challenges of limited EMS resources, long EMS patient transport times, hosts a high tourist volume and large high-profile events, high acuity EMS patient calls mixed with an aging population, patients with substance use disorder, and a growing homeless population. Building an Mobile Integrated Healthcare (MIH) system that hosts an Advanced Provider Response Unit (APRU) would provide a higher and comprehensive level of care beyond local EMS agency restriction to allow for seamless initiation of MAT and address further EMS challenges. The APRU would pair Physician Assistants with firefighter/paramedics to deliver immediate, in-field care, reducing unnecessary emergency department visits and optimizing EMS and healthcare resource utilization.

EMS and MAT Integration

EMS as the initial contact point for many OUD patients, presents a pivotal opportunity for intervention. A proposed protocol involves initiating MAT at the point of patient contact during opioid overdose or withdrawal incidents. The APRU, equipped with medical expertise, would assess, stabilize, and administer Buprenorphine, provide leave behind naloxone, followed by care coordination with public health resources for sustained treatment and support.

BUPRENORPHINE & OPIOID USE DISORDER

Field Buprenorphine Administration Protocol

1. **Assessment and Stabilization:** Upon a 9-1-1 call for opioid-related emergencies, APRU evaluates and stabilizes the patient.
2. **MAT Candidate Identification:** Patients 16 years or older are assessed for MAT suitability.
3. **Buprenorphine Administration:** Patients in withdrawal are consented and administered a dose of sublingual Buprenorphine and then are monitored for response.
4. **Care Coordination:** Stable patients are prescribed MAT, connected to services including local community and hospital system partners, and provided with naloxone and Buprenorphine prescriptions.

Funding Needs:

- **Medications:** Naloxone, buprenorphine, and other FDA-approved drugs for overdose reversal, MAT for uninsured individuals.
- **Training & Community Education:** Training EMTs, paramedics, nurses, physicians, law enforcement, schools, community groups, hospitals, and families on overdose reversal and MAT education.
- **Personnel:** Hiring and training staff for MAT education, support services, and field therapy, including nursing, social workers, advanced practitioners, and office staff.

Patient Follow-up:

- **Addiction Medicine Services:** Offering further MAT, follow-up, and clinical care.

Program Evaluation Metrics:

- Overdoses attended
- Buprenorphine doses administered for withdrawal
- Narcan kits distributed
- MAT prescriptions written
- People referred to and followed up by community partners
- Patients leaving against medical advice
- Patients requiring hospital transport
- Impact on reducing repeat overdose events

Future Directions:

- **Expansion of the APRU Program:** Deliver MAT services city-wide, ensuring timely care for all 9-1-1 callers experiencing opioid overdose or withdrawal and expand program to treat and round on all patients.

Conclusion

The Huntington Beach Fire Department can implement a robust program and care services offering naloxone and MAT through EMS to help improve OUD in the City of Huntington Beach. This initiative aims to provide equitable care, reduce opioid-related deaths, and connect patients to long-term support, preserving their autonomy, respect, and dignity.

Compensation

Hourly Pay Rate

\$160.00 per hour



LICENSE: A182350
ORIGINAL ISSUE: 9/24/2022
EXPIRATION: 9/30/2024

**PHYSICIAN'S AND SURGEON'S LICENSE
AMIR ROMBOD RAHIMIAN**

19381 SIERRA PERLA RD
IRVINE, CA 92603-3946
UNITED STATES

The Medical Board of California

2005 Evergreen Street, Suite 1200 | Sacramento, CA 95815
www.mbc.ca.gov | (800) 633-2322



Scan QR Code to View Complete License Profile

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FR1904336	04-30-2025	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	08-04-2022
RAHIMIAN, AMIR ROMBOD MD 1200 N STATE ST LOS ANGELES, CA 900891001		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FR1904336	04-30-2025	\$888
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RAHIMIAN, AMIR ROMBOD MD 1200 N STATE ST LOS ANGELES, CA 900891001		

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FR1904336	04-30-2025	\$888

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3,3N,4,5	PRACTITIONER	08-04-2022

RAHIMIAN, AMIR ROMBOD MD
 1200 N STATE ST
 LOS ANGELES, CA 900891001

CONTROLLED SUBSTANCE/REGULATED CHEMICAL
 REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

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Form DEA-223/511 (9/2016)



REQUESTING MODIFICATIONS TO YOUR
 REGISTRATION CERTIFICATE

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at deadiversion.usdoj.gov - or
2. call our customer Service Center at 1-(800) 882-9539 - or
3. submit your change(s) in writing to:

**Drug Enforcement Administration
 P.O. Box 2639
 Springfield, VA 22152-2639**

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----

Amir Rombod Rahimian, MD, MPH

19381 Sierra Perla Road, Irvine, California, 92603
(949) 285-4414 | rombodrahimian@gmail.com

POST-GRADUATE TRAINING

Emergency Medical Services Fellowship 2023–2024
University of Southern California & Los Angeles City Fire Department
Emergency Medical Services Fellow

Emergency Medicine Residency 2020–2023
University of Arizona – Department of Emergency Medicine, University Campus
Chief Resident Physician
Medical Education & Simulation Subspecialty Distinction

EDUCATION

Doctor of Medicine (M.D.) 2016–2020
University of Arizona – College of Medicine, Tucson
Distinction in Community Service
Distinction in Global Health
Distinction in Integrative Medicine
Distinction in Medical Research

Master of Public Health (M.P.H.) 2013–2014
University of Arizona – College of Public Health, Tucson
Concentration: Family & Child Health: Global Health

Bachelor of Arts (B.A.): Art History 2006–2011
University of California, Irvine
Concentrations: East Asian Art, European Renaissance Art

Bachelor of Science (B.S.): Biological Sciences 2006–2010
University of California, Irvine
Concentration: Neurobiology

LICENSURE

Board Eligible, Emergency Medical Services, American Board of Emergency Medicine 2024–
Board Eligible, Emergency Medicine, American Board of Emergency Medicine 2023–
Telemedicine License, State of Florida 2023–
DEA License 2022–
Medical License, State of Arizona 2022–
Medical License, State of California 2022–

WORK EXPERIENCE

FEMA/ LAFD Urban Search & Rescue - California Task Force 1

Los Angeles, California 2024-
Chief Medical Team Manager/Emergency Medicine Attending Physician

U.S. Health and Human Services – National Disaster Medical System DMAT AZ-1

Tucson, Arizona 2023-
Emergency Medicine Attending Physician

Los Angeles City Fire Department

Los Angeles, California 2023-
Acting Assistant Medical Director

Amir Rombod Rahimian, M.D., Inc.

Irvine, California 2023-
Emergency Medicine Attending Physician

Los Angeles General Medical Center

Los Angeles, California 2023-
Emergency Medicine Attending Physician

University of Southern California Arcadia Medical Center

Arcadia, California 2023-2024
Emergency Medicine Attending Physician

Benson Hospital

Benson, Arizona 2022–2024
Emergency Medicine Attending Physician

Banner–University Medical Center

Tucson, Arizona 2020–2023
Emergency Medicine Resident Physician

Kaiser Permanente – Orange County

Irvine, California 2015–2017
Clinical Research Associate II

Red Hibiscus Foundation

Irvine, California 2015–
Founder

University of Arizona – Mel and Enid Zuckerman College of Public Health

Tucson, Arizona 2013–2014
Graduate Research & Teaching Assistant

Irvine Unified School District: University High School

Irvine, California

2006–2013

Substitute Teacher & Head Volleyball Coach

University of California, Irvine – Beckman Laser Institute and Medical Clinic

Irvine, California

2005–2018

Assistant Research Specialist II

PRESENTATIONS

Poster

1. “Ruptured Early Spontaneous Heterotopic Pregnancy.” **Rombod Rahimian**, Serge Hougeir. Mediterranean Emergency Medicine Congress. 2022.
2. “A systematic approach to providing care in medical student free clinics.” Nicole Bejany, Jennifer Akazawa, Jenna Dobrick, Jessica Filon, Elisa Calabrese, **Rombod Rahimian**. Poster Presentation. American Medical Student Association Annual Convention. 2020.
3. “Advocating for Equity for Migrant/Asylum Seekers and Undocumented Patients in a Healthcare Setting” Patricia Lebensohn, Claire Lamneck, Cazandra Zaragoza, Alexander Alvarez, **Rombod Rahimian**. Poster Presentation. Society for Teachers of Family Medicine Annual Meeting, 2020.
4. “Balancing quality concerns and graduate medical education in a changing health care environment: the role of resident participation in gynecologic surgery and the implications for health maintenance organizations” **Rombod Rahimian**, Sandra Sappington, Devansu Tewari. Poster Presentation. American College of Obstetrics and Gynecology Annual Meeting. 2018.
5. “Access to gynecologic oncologists and health insurance within an integrated health care delivery system improves outcomes in ovarian cancer” **Rombod Rahimian**, Jay Shah, Patricia Wride, Sandra Sappington, Devansu Tewari. Poster Presentation. American College of Obstetrics and Gynecology Annual Meeting. 2018.
6. “Commitment to Underserved People Clinics, an integrated student–run health system” Jenna Dobrick, Jennifer Akazawa, Jessica Filon, Nicole Bejany, Elisa Calabrese, **Rombod Rahimian**. Poster Presentation. University of Arizona Graduate and Professional Student Council Student Showcase. 2018.
7. “Improving patient satisfaction and quality of care in a pediatric free clinic.” Jenna Dobrick, Jamie LaGrandeur, Gabi Moros, Aida Siyahian, Emily Tomlinson, **Rombod Rahimian**. Poster Presentation. Society of Student Run Free Clinics Annual Conference. 2018.
8. “Commitment to Underserved People Clinics: An integrated student–run health system serving Southern Arizona” Jenna Dobrick, Jennifer Akazawa, Jessica Filon, Nicole Bejany, **Rombod Rahimian**. Poster Presentation. Society of Student Run Free Clinics Annual Conference. 2018.

9. “Totshots: A student–run free clinic” Jamie Lawrence, Jenna Dobrick, Gabi Moros, Aida Siyahian, Emily Tomlinson, **Rombod Rahimian**. Poster Presentation. Association of American Medical Colleges Annual Meeting. 2017.
10. “Improving patient care at a student–run free clinic” Aida Siyahian, Emily Tomlinson, Gabi Moros, Jamie Lawrence, Jenna Dobrick, **Rombod Rahimian**. Poster Presentation. University of Arizona College of Medicine Junior Investigator Research Forum. 2017.
11. “A Palauan Healthy Lifestyle: Steps toward Tailoring Local Resources and Health Information for Non–communicable Disease Prevention and Intervention.” Kiah J. Farr, Zoe Cohen, Katherine Nielsen, **Rombod Rahimian**, Inger Appanaitis, Nobuko Hongu. Poster Presentation. Experimental Biology Conference. 2016.
12. “Healthy Living in Palau: Tailoring Local Resources and Health Information for the Success of Obesity Prevention” Kiah J. Farr, **Rombod Rahimian**, Inger Appanaitis, Nobuko Hongu. Poster Presentation. Research Frontiers in Nutritional Sciences Conference. 2015.
13. “How Often Should Intermittent Respirator Users Be Retrained?” Alejandro D. Badilla, **Rombod Rahimian**, Jing Su, Chang Xu, Julie Millet, Philip Harber. Poster Presentation. University of Arizona Public Health Research Forum. 2014.
14. “A cross–border initiative providing all–terrain wheelchairs and prostheses to underserved non–ambulatory individuals in Mexico” Jean Chang, Elena Montano–Rock, **Rombod Rahimian**, Sarah Sumii, Holly Olszewski, Beto Gutierrez, Gabriel Zapeda, Francisco Trujillo, Burris Duncan. Poster Presentation. American Public Health Association Annual Meeting. 2014.
15. “Frameless Image–Guided Radiosurgery for Initial Treatment of Typical Trigeminal Neuralgia.” Joseph C. T. Chen, Javad Rahimian, **Rombod Rahimian**, Alonso Arellano, Michael J. Miller, Michael R. Girvigian. Poster Presentation. International Society of Radiosurgery. 2011.
16. “Imaging and characterizing neurovascular reactivity with periodic gas inhalation challenges in a mouse model of Alzheimer’s disease.” Alexander J. Lin, James J. Yeh, **Rombod Rahimian**, Frank M. LaFerla, Bruce J. Tromberg. Poster Presentation. Harvard Functional Near Infrared Spectroscopy Conference. 2010.

Oral

1. “Blast Injury.” **Rombod Rahimian**. Digital EMS California Academy of Learning Conference. 2023.
2. “Awake Tracheal Intubation.” **Rombod Rahimian**. University of Southern California Department of Emergency Medicine Grand Rounds. 2024.

3. “Journal Club: Bag-Valve-Mask Ventilation and Survival From Out-of-Hospital Cardiac Arrest: A Multicenter Study.” **Rombod Rahimian**. Digital EMS California Academy of Learning Conference. 2023.
4. “Emergency Medical Services Fellowship” **Rombod Rahimian**. University of California, Irvine Emergency Medicine Interest Group Conference. 2023.
5. “Smoke Inhalation Injuries.” **Rombod Rahimian**. University of Arizona Emergency Medicine Residency Conference. 2023.
6. “Structure Fire.” **Rombod Rahimian**. Digital EMS California Academy of Learning Conference. 2023.
7. “Ruptured Early Spontaneous Heterotopic Pregnancy.” **Rombod Rahimian**, Serge Hougeir. University of Arizona Emergency Medicine Research Conference. 2023.
8. "Engaging in Advocacy Across the Continuum of Medical Education and Practice." **Rombod Rahimian**. AAMC GSA Medical Student Civic Advocacy Lecture. 2023.
9. “The Traumatic Airway.” **Rombod Rahimian**, Garrett Pacheco. University of Tokyo Emergency Medicine Conference. 2023.
10. “Submersion Injury: Care of the Critically Ill Drowned Patient” **Rombod Rahimian**. University of Arizona Emergency Medicine Residency Conference. 2022.
11. “Continuous Process Improvement: Patiently Waiting” **Rombod Rahimian**. University of Arizona Emergency Medicine Residency Conference. 2022.
12. “Hypothermia” **Rombod Rahimian**. University of Arizona EMD 850B – Wilderness Medicine & Advanced Wilderness Life Support. 2021.
13. “Continuous Process Improvement: Shortness of Breath” **Rombod Rahimian**. University of Arizona Emergency Medicine Residency Conference. 2021.
14. “Emergency Department Management of Caustic Ingestions” **Rombod Rahimian**. University of Arizona Toxicology Conference. 2021.
15. “Assessment of Immigration Law Enforcement Presence in a Teaching Hospital Along the US/Mexico Border.” Claire Lamneck, Alex Alvarez, Cazandra Zaragoza, **Rombod Rahimian**, Mario Trejo, Patricia Lebensohn. University of Arizona College of Medicine Research Day. 2020.
16. “Introduction to Emergency Physician Wellness” **Rombod Rahimian**. University of Arizona Emergency Medicine Residency Conference. 2020.

17. “Commitment to Underserved People Clinics: A free clinic system serving Southern Arizona” **Rombod Rahimian**, Jenna Dobrick, Jennifer Akazawa, Jessica Filon, Nicole Bejany, Elisa Calabrese. Oral Presentation. American Federation for Medical Research Western Symposium. *Journal of Investigative Medicine*. 2019.
18. “Newborn hearing screening and intervention in the Republic of Palau: Program Successes and Challenges” **Rombod Rahimian**, Inger Appanaitis. Oral Presentation. American Federation for Medical Research Western Symposium. *Journal of Investigative Medicine*. 2018.
19. “What do the Arts have to do with Public Health?” **Rombod Rahimian**. University of Arizona College of Public Health: CPH 597F: Phoenix Urban Service Learning Course. 2015.
20. “Exchanging a wheelchair or crutches for a prosthesis.” **Rombod Rahimian**, Hannah Rettler, Sarah Sumii, Holly Olszewski, Beto Rivera Gutierrez, Francisco Trujillo, Burris Duncan. Oral Presentation. University of Arizona Social Justice Symposium. 2014.
21. “Newborn hearing screening and improving auditory disability in the Republic of Palau” **Rombod Rahimian**. Oral Presentation. University of Arizona MPH Internship Conference. 2014.
22. “Optical imaging techniques and neurovascular dysregulation in Alzheimer’s–related mouse models.” Alexander J. Lin, Maya A. Koike, James J. Yeh, **Rombod Rahimian**, Jonathon K. Pham, Elaine Nguyen, Frank M. LaFerla, Bernard H. Choi, Kim N. Green, Bruce J. Tromberg. Oral Presentation. 15th annual UC Irvine MSTP retreat. Lake Arrowhead. 2010.
23. “Spatial Frequency Domain Imaging of Alzheimer’s Disease *in vivo* mouse models.” **Rombod Rahimian**, Alexander J. Lin, Bruce J. Tromberg. Oral Presentation. Biophotonics Summer Research Program Conference, UC Irvine. 2010.

PUBLICATIONS

Peer Reviewed Journal Articles

1. “Racial/ethnic disparities in time to ovarian cancer surgery in patients at an integrated healthcare delivery system.” Amrita Mukherjee, **Rombod Rahimian**, Devansu Tewari, Qiaoling Chen, Michael Batech, Patricia Wride, Sandra Sappington, Chun Chao. *Journal of the National Comprehensive Cancer Network*. 2024.
2. “Submerged.” **Rombod Rahimian**. *Full Code Medical Simulation*. 2024.
3. “Assessment of Immigration Law Enforcement Presence in a Teaching Hospital Along the US/Mexico Border.” Claire Lamneck, Alexander Alvarez, Cazandra Zaragoza, **Rombod Rahimian**, Mario Trejo, Patricia Lebensohn. *International Journal for Equity in Health*. 2023.

4. "Response to Letter from four Journal readers RE: Honey bee stings in the era of "killer bees": anaphylaxis and toxic envenomation." **Rombod Rahimian**, Farshad Shirazi, Justin Schmidt, Stephen Klotz. *American Journal of Medicine*. 2020.
5. "Honeybee Stings in the Era of "Killer Bees": Anaphylaxis and Toxic Envenomation" **Rombod Rahimian**, Farshad Shirazi, Justin Schmidt, Stephen Klotz. *American Journal of Medicine*. 2019.
6. "Resolving Ring Tourniquet Syndrome on a remote Pacific Island." **Rombod Rahimian**, Matthew Lippi, Joseph Rusaqoli, Lidia Perez. *Cureus Journal of Medical Science*. 2019.
7. "The Golden Jellyfish of Ongeim'l Tketau during an afternoon rain." **Rombod Rahimian**. *Wilderness and Environmental Medicine*. 2018.
8. "Totshots: An innovative pediatric free clinic providing high patient satisfaction to the underserved." Jenna Dobrick, Jamie LaGrandeur, Gabi Moros, Aida Siyahian, Emily Tomlinson, Paul Gordon, **Rombod Rahimian**. *Family Medicine*. 2018.
9. "Potential Role of Infrared Imaging for Detecting Facial Seal Leaks in Filtering Facepiece Respirator Users" Philip Harber, Jing Su, Alejandro D. Badilla, **Rombod Rahimian**, Kirsten Rebecca Lansey. *Journal of Occupational & Environmental Hygiene*. 2015.
10. "Optical imaging in an Alzheimer's mouse model reveals amyloid-beta dependent vascular impairment." Alexander Lin, Gangjun Liu, Nick Castello, James Yeh, **Rombod Rahimian**, Grace Lee, Victoria Tsay, Anthony Durkin, Bernard Choi, Frank LaFerla, Zhongping Chen, Kim Green, Bruce Tromberg. *Neurophotonics*. 2014.
11. "APP knockout mice experience acute mortality as the result of ischemia." Maya Allegra Koike, Alexander J Lin, Jonathan Pham, Elaine Nguyen, James J Yeh, **Rombod Rahimian**, Bruce J Tromberg, Bernard Choi, Kim N Green, Frank M LaFerla. *PLoS One*. 7(8):e42665. 2012.
12. "Noninvasive clinical assessment of port-wine stain birthmarks using current and future optical imaging technology: A review." Seyed A. Sharif, Eren Taydas, Amaan Mazhar, **Rombod Rahimian**, Kristen M. Kelly, Bernard Choi, Anthony J. Durkin. *British Journal of Dermatology*. 2012.
13. "Frameless Image-Guided Radiosurgery for Initial Treatment of Typical Trigeminal Neuralgia." Joseph C.T. Chen, Javad Rahimian, **Rombod Rahimian**, Alonso Arellano, Michael J. Miller, Michael R. Girvigian. *World Neurosurgery*, Volume 74, Issue 4, Pages 538-543, 2010.
14. "Geometric Accuracy of Frameless Based Image Guided Stereotactic Radiosurgery of Trigeminal Neuralgia Using BrainLab's ExacTrac 6-D Robotic System." Javad Rahimian, Michael R. Girvigian, Joseph C.T. Chen, **Rombod Rahimian**, Michael J. Miller. *I. J. Radiation Oncology Biol Phys*. Vo. 75, No. 3, pp. S676, 2009.

Articles in Process

1. “Mobile Integrated Healthcare in Los Angeles.” **Rombod Rahimian**. (in submission, Journal of Emergency Medical Services, 2024)
2. “Video Laryngoscopy: shifting paradigms in prehospital airway management” **Rombod Rahimian**. (in submission, Journal of Emergency Medical Services, 2024)
3. “Ruptured Heterotopic Pregnancy.” **Rombod Rahimian**, Serge Hougeir. (in preparation, 2024)
4. "Resident participation in gynecologic surgery and the implications for health maintenance organizations" Devansu Tewari, Sandra Sappington, **Rombod Rahimian**, Michael Batech. (in preparation, 2024)
5. “HPV Vaccination Initiation and Completion Rates among adolescents in a Southern California Managed Care Organization population” **Rombod Rahimian**, Margo Sidell, Devansu Tewari, Christina Hong. (in preparation, 2024)

Book Chapters

1. Don’t Get Broken Up about Muscle Breakdown – Rhabdomyolysis, **Amir Rombod Rahimian**, Isaac Farrell. *Avoiding Common Errors in the Emergency Department, Third Edition!* Editor: Amal Mattu, Wolters-Kluwer. 2024.
2. “University of Arizona Emergency Medicine Residency Intern Survival Guide 2021–2022 Edition” Editors: **Rombod Rahimian**, Naomi Onaka, Eric Lee, Darien Stratton. 2022.
3. “Frame–Based and Frameless Precision of the BrainLab Novalis Radiosurgery System.” Javad Rahimian, Joseph C.T. Chen, Michael R. Girvigian, Michael J. Miller, **Rombod Rahimian**. *Shaped Beam Radiosurgery*, Chapter 4, Editor: Antonio De Salles, Springer–Verlag Berlin Heidelberg. 2011.

Patents

1. “Systems and Methods for Frameless Image–Guided Biopsy and Therapeutic Intervention.” Javad Rahimian, **Rombod Rahimian**. US Patent No. 8,758,263 B1. June 24, 2014.

Visual Arts Publications

1. “Care.” **Rombod Rahimian**. Photograph. *Harmony Magazine*. 2018.
2. “Bridged.” **Rombod Rahimian**. Photograph. *Harmony Magazine*. 2018.
3. “Breaking Through.” **Rombod Rahimian**. Photograph. *Harmony Magazine*. 2017.
4. “Glass Ceiling.” **Rombod Rahimian**. Photograph. *Harmony Magazine*. 2017.

Media Appearances

1. “Pandemic: Episodes 2 & 3.” **Rombod Rahimian**. Documentary. Netflix. 2020.
2. “Migrants in Custody at Hospitals are Treated Like Felons, Doctors Say.” **Rombod Rahimian**. Interviewee. New York Times. 2019.
<https://www.nytimes.com/2019/06/10/us/border-migrants-medical-health-doctors.html>
3. “Clashes between doctors and Border Patrol may be putting migrant health at risk.” **Rombod Rahimian**. Interviewee. National Public Radio – Arizona Public Media. 2019.
<https://www.azpm.org/p/home-articles-news/2019/6/20/153582-clashes-between-doctors-and-border-patrol-may-be-putting-migrant-health-at-risk/>
4. “The Stress Pregnant Immigrants Face in America.” **Rombod Rahimian**. Interviewee. CNN. 2018. <https://www.cnn.com/2018/10/23/health/pregnant-immigrant-women-every-mother-counts/index.html>
5. “Dodgeball Guinness World Record set by UCI – 1,745 players.” **Rombod Rahimian**. Interviewee. Orange County Register. 2010.
<https://www.ocregister.com/2010/09/22/dodgeball-guinness-world-record-set-by-uci-1745-players/>

VOLUNTEER/LEADERSHIP/SERVICE EXPERIENCE

SAEM Sonogames Team Competition

Quarterfinalist 2021

ACEP/EMRA Resident SimWars Team Competition

Semifinalist 2020

CUP Telemedicine Program

Founder and Lead Coordinator 2019–2020

CUP Integrative Medicine Clinic

Founder and Clinic Director 2019–2020

Consortium of Universities for Global Health

Campus Representative 2018–2020

Casa Alitas Asylum and Refugee Migrant Shelter

Clinical Coordinator 2018–2020

APHA–Global Public Health Film Festival

Film Reviewer 2018–2019

University of Arizona Graduate and Professional Student Council

Travel Grant Application Judge 2017–2020

UC Irvine: School of Biological Sciences Mentorship Program

Mentor 2017–2021

University of Arizona College of Medicine – Tucson Admissions

Application and Interview Evaluator 2017–2020

Cook Islands – Ministry of Health

Medical Student Extern 2017, 2020

University of Arizona Commitment to Underserved People (CUP) Student Free Clinics <i>Medical Student Volunteer: 400+ hours of volunteer community service</i>	2016–2020
University of Arizona College of Medicine: Global Health Forum <i>Co-Chair</i>	2016–2018
University of Arizona Totshots/Vaccines for Children Pediatric Student Free Clinic <i>Clinic Director</i>	2016–2018
University of Arizona College of Public Health <i>Graduate Student Ambassador</i>	2014
Republic of Palau – Ministry of Health <i>Graduate Student Researcher</i>	2014
ARSOBO (Arizona Sonora Border) Prosthetic and Wheelchair Clinic <i>Health Educator</i>	2014–2018
Project Students are Sun Safe/Sunsmarts: Skin Cancer Prevention <i>Health Educator and Medical Student Coordinator</i>	2013–2018
Tren de Salud: Free Clinics for Underserved Populations <i>Health Educator</i>	2012–2013
Flying Samaritans: Valle Redondo, Mexico Outreach Clinic <i>Translator and Health Educator</i>	2010–2014
NCAA Division I UC Irvine Men’s Volleyball <i>Outside/Opposite Hitter</i>	2008–2009
Associated Students of UC Irvine <i>Athletics Commissioner</i>	2007–2008
NCAA Division I UC Irvine Men’s Rowing <i>Captain, 4’s, 8’s</i>	2006–2008

COMMITTEES

University of Arizona – Emergency Medicine Diversity, Equity, & Inclusion <i>Committee Member</i>	2021–2023
University of Arizona – College of Medicine, Office of Diversity and Inclusion <i>Student Recruitment & Retention Committee Member</i>	2020–2023
University of Arizona – Graduate Medical Education Committee (GMEC) <i>Emergency Medicine Residency Representative</i>	2020–2023
American Medical Association Community Service Committee <i>Member</i>	2018–2019
University of Arizona College of Public Health: Education Committee <i>Graduate Student Representative</i>	2013–2014
Big West Athletic Conference: Student Athlete Advisory Committee <i>Executive Member</i>	2006–2009

HONORARY SOCIETY MEMBERSHIPS

Gold Humanism Honor Society: UACOM–T Chapter	2019–
Delta Omega Honorary Society for Public Health: Alpha Nu Chapter	2014–

HONORS AND AWARDS

University of Arizona Emergency Medicine Excellence in Teaching Award	2023
University of Arizona Emergency Medicine Excellence in Emergency Airway Management Award	2023
University of Arizona Emergency Medicine Joseph O’Dwyer Excellence in Intubation Award	2023
University of Arizona Emergency Medicine Award of Excellence in Toxicology Research and Scholarship	2023
University of Arizona Emergency Medicine Medical Education and Simulation Distinction Track Achievement	2023
University of Tokyo Department of Emergency Medicine Visiting Scholar	2023
University of Arizona Department of Emergency Medicine Chief Resident	2022–2023
Banner–University Emergency Department Superstar of Month, December	2021
University of Arizona Emergency Medicine Resident of the Month, November	2021
GME Resident Excellence and Leadership Scholarship Winner	2021
Wilderness Medical Society Annual Conference Scholarship Winner	2020
University of Arizona: COM–T: Distinction in Community Service	2020
University of Arizona: COM–T: Distinction in Medical Research	2020
University of Arizona: COM–T: Distinction in Integrative Medicine	2020
University of Arizona: COM–T: Distinction in Global Health	2020
Gold Humanism Honor Society Award	2020
Douglas Lindsey, MD, DrPH Excellence in Emergency Medicine Award	2020
Nancy Alexander Koff Award to Recognize Humanism in Medicine	2020
Newsome and Mildred Holesapple Outstanding Medical Student Research Award	2020
Centers for Disease Control Childhood Immunization Champion Award Winner	2019
Kaiser Permanente Oliver Goldsmith, MD Scholarship Winner	2019
Kaiser Permanente Northern California Medical Student Scholarship Finalist	2019
Gold Humanism Honor Society: University of Arizona Chapter Inductee	2019
Gold Humanism Honor Society: Golden Heart Award Winner	2018
Banner–University Medical Center: Exemplary Professionalism Honor	2018
ACOG Annual Meeting Medical Student Scholarship	2018
University of Arizona: COM–T: CUP Leadership Award Winner	2018
University of Arizona: COM–T: CUP Alumnae Scholarship Award Winner	2018
University of Arizona: COM–T: Community Service Award Winner	2018
University of Arizona: Outstanding Professional Student Leadership Award	2018
Western Symposium: Outstanding Oral Presentation – Honorable Mention	2018
Johnson & Johnson/Tylenol Future Care Scholarship Winner	2017
University of Arizona – GPSC Travel Grant Winner	2017–2020
University of Arizona: COM–T: Alumni Scholarship Recipient	2016
Gold Humanism Honor Society: Golden Heart Award Nominee	2016, 2017
University of Arizona: MEZCOPH: MCH Funding Awardee	2014
Delta Omega Honorary Society of Public Health Inductee	2014
University of Arizona: MEZCOPH: Merit Scholarship Recipient	2013–2014
University of California, Irvine – Dean’s List	2010, 2011
University of California, Irvine – Biophotonics Summer Research Fellowship	2009, 2010

SKILLS

Computer: Superior in Cerner, Epic/HealthConnect, CPRS/RPMS/VistA, PracticeFusion Electronic Medical Record systems

Superior in Word, Powerpoint, Excel, Access, Microsoft Office Suite, G Suite, and Adobe Creative Suite.

Basic in R/STATA/SAS statistical software

Language: Intermediate in Spanish, Fluent in Persian

Certifications: Basic Life Support (BLS)

Advanced Cardiac Life Support (ACLS)

Advanced Trauma Life Support (ATLS)

Advanced Pediatric Life Support (APLS)

Pediatric Advanced Life Support (PALS)

American Association of Addiction Psychiatry Medication Assisted Therapy

Arizona Telemedicine Program Certificate

SafeZone LGBTQ+ Ally

APPENDIX A

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: NEW CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____

E-Mail Address: _____

Business Telephone: _____

Business Fax: _____

Year Business was Established: 2023

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

References of Work Performed Form

(List 5 Local References)

Comany Name: Amir Rombod Rahimian, M.D., Inc.

1. Name of Reference: Al Fiorello, M.D.

Address: 1501 N. Campbell Ave., PO Box 245057, Tucson, AZ, 85724

Contact Name: Al Fiorello, M.D. Phone Number: (520) 626-6312

Email: afiorello@aemrc.arizona.edu

Dates of Business: 2019-2023

2. Name of Reference: Garrett Pacheco, M.D.

Address: 1501 N. Campbell Ave., PO Box 245057, Tucson, AZ, 85724

Contact Name: Garrett Pacheco, M.D. Phone Number: (520) 626-6312

Email: garrett.pacheco@gmail.com

Dates of Business: 2019-2023

3. Name of Reference: Nick Stea, M.D.

Address: 1501 N. Campbell Ave., PO Box 245057, Tucson, AZ, 85724

Contact Name: Nick Stea, M.D. Phone Number: (520) 626-6312

Email: nstea@aemrc.arizona.edu

Dates of Business: 2019-2023

4. Name of Reference: Marc Cohen, M.D.

Address: CITY HALL EAST, 200 N MAIN ST, RM. 1800, Los Angeles, CA 90012

Contact Name: Marc Cohen, M.D. Phone Number: (213) 978-3800

Email: marc.cohen@lacity.org

Dates of Business: 2023-

5. Name of Reference: Captain Jacob Raabe

Address: CITY HALL EAST, 200 N MAIN ST, RM. 1800, Los Angeles, CA 90012

Contact Name: Captain Jacob Raabe Phone Number: (213) 718-9348

Email: jacob.raabe@lacity.org

Dates of Business: 2023-

APPENDIX B

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$ _____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide

coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and

employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach
ATTN:
2000 Main Street
Huntington Beach, CA 92648

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and

are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's initials  _____

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.


29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

COMPANY NAME

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: 

Amir Rombod Rahimian
print name

ITS: (circle one) Chairman **President** Vice President

AND

By: 

Amir Rombod Rahimian
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Mayor

City Clerk

INITIATED AND APPROVED:

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

Nautilus Insurance Company

An Arizona Corporation

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

This Policy consists of:

- Declarations Page
- Applicable Coverage Sections
- Endorsements

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Service Office:
550 W Jackson Blvd, Suite 500
Chicago, IL 60661
Toll Free (844) 465-6256
Fax (312) 207-1933

Administrative Office:
7233 East Butherus Drive
Scottsdale, AZ 85260-2410
Telephone (480) 951-0905
Fax (480) 281-0910



Emergency Medical Services Medical Directors Professional Liability and General Liability Insurance Policy

NOTICE: THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS SUBJECT TO ITS TERMS. THIS POLICY APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

PLEASE READ AND REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

Whenever printed in this Declarations Page, the boldface type terms shall have the same meanings as indicated in the Policy.

Item 1. Name and Address of Named Insured: **Policy Number: EMD-2205572-P1**

Amir Rombod Rahimian, MD, Inc.
19381 Sierra Perla RD
Irvine, CA 92603

Item 2. Policy Period: From July 1, 2024 (inception date) to July 1, 2025 (expiration date)
*(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured**)*

- Item 3. Limits of Liability for the Policy Period:**
- A. **EMD Medical Directors Error and Omissions Coverage: \$1,000,000 each Claim**
 - B. **EMD Medical Directors General Liability Coverage: \$1,000,000 each Occurrence**
 - C. **Policy Aggregate: \$3,000,000 all Claims / Occurrences**

- Item 4. RETROACTIVE DATE:**
- A. **EMD Medical Directors Error and Omissions Coverage: July 01, 2024**
 - B. **EMD Medical Directors General Liability Coverage: July 01, 2024**

*If a date is indicated, this insurance will not apply to any act, error, omission, medical professional injury or **Occurrence** that occurred before such date.*

Item 5. Deductible: **\$0 each and every Claim**

Item 6. Premium: **\$3,600**

Terrorism coverage is included for \$0

Item 7. Forms and Endorsements attached at inception: **EMD 7000-(04-16)-N**

1	028-OFAC	(03-16)	Trade and Economic Sanctions
2	150-CA-	0120	IMPORTANT NOTICE TO CALIFORNIA POLICYHOLDERS
3	265-	0220	Policyholder Disclosure – Notice of Terrorism Insurance Coverage
4	266-	(02/20)	Cap on Losses from Certified Acts of Terrorism
5	701-CR-CA-	0124 NIC	CLAIM REPORTING PROCEDURES
6	EMD 000902	(09-15)	Minimum Earned Premium Endorsement
7	EMD 500902-	0920-NF	Mobile Intravenous Services Excluded
8	NIC-E906-CA-	0821	CA Service of Suit

- Item 8.** Notice to the **Insurer** as provided in section V. A. shall be sent to:
Berkley Select Claims Department on behalf of Nautilus Insurance Company
550 W. Jackson Blvd, Suite 500, Chicago, IL 60661
Toll Free: (844) 465-6256 Fax: (312) 207-1933
Email: newclaim@berkleysselect.com
- All other notices to be given to the **Insurer** shall be sent to the Producer:
RPS Healthcare
525 West Van Buren, Suite 1200
Chicago, IL 60607

Trade and Economic Sanctions

This **Policy** does not provide coverage for **Insureds**, transactions or that part of **Loss**, including **Damages** and/or **Costs of Defense** that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

**CALIFORNIA
IMPORTANT NOTICE TO POLICYHOLDERS**

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED EITHER AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357 OR INTERNET WEB SITE WWW.INSURANCE.CA.GOV. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC AT 816-842-3600 OR VISIT THE NAIC’S WEBSITE AT WWW.NAIC.ORG. THE NAIC- THE NATIONAL ASSOICATION OF INSURANCE COMMISSIONERS- IS THE REGULATORY SUPPORT ORGANIZATION CREATED AND COVERED BY THE CHIEF INSURANCE REGULATORS IN THE UNITED STATES.**

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER. YOU CAN FIND A LINK TO EACH STATE FROM THIS NAIC INTERNET WEBSITE:
[HTTPS://CONTENT.NAIC.ORG/STATE WEB MAP.htm](https://content.naic.org/state_web_map.htm)
6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC’S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NON-ADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR “SURPLUS LINE” BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.
7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS (LASLI). ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEBSITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE:
[HTTP://WWW.INSURANCE.CA.GOV/01-CONSUMERS/120-COMPANY/07-LASLI/LASLI.CFM](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm)
8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE EFFECTIVE IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER’S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act is \$0, and does not include any charges for the portion of losses covered by the United States government under the Act.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

- DIRECTORS, OFFICERS AND CORPORATE LIABILITY INSURANCE COVERAGE SECTION
- DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY INSURANCE COVERAGE SECTION
- FIDUCIARY LIABILITY INSURANCE COVERAGE SECTION
- EXCESS INSURANCE POLICY
- GENERAL LIABILITY COVERAGE PART
- COMMUNITY ASSOCIATION LEADERS PROFESSIONAL LIABILITY INSURANCE POLICY – DIRECTORS AND OFFICERS LIABILITY COVERAGE
- EMERGENCY MEDICAL SERVICES GENERAL LIABILITY COVERAGE PART

In consideration of the premium paid for this Policy, it is amended as follows:

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and the insurer has met its insurer deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss that is otherwise excluded under this Policy.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

BERKLEY SELECT

CLAIM REPORTING PROCEDURES

CALIFORNIA POLICYHOLDERS: FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT INFORMATION TO OBTAIN OR AMEND INSURANCE COVERAGE OR TO MAKE A CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

In the event of an incident which may result in a claim, an actual claim or your receipt of suit papers, please follow the procedures outlined below:

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

BERKLEY SELECT CLAIMS DEPARTMENT
on behalf of
NAUTILUS INSURANCE COMPANY
550 W. JACKSON BLVD., SUITE 500
CHICAGO, IL 60661
Fax: (312) 207-1933

E-mail: newclaim@berkleysselect.com Online: www.berkleysselect.com/claims/report-claim

TO ENABLE US TO RESPOND MORE QUICKLY AND EFFICIENTLY, please fax or email any pertinent details of the claim directly to our attention.

PLEASE BE SURE TO INCLUDE:

- Your Name, Address and Phone Number;
- Your Policy Number and the Policy Period;
- A written narrative of the circumstances surrounding the claim or potential claim;
- Names and addresses of the claimant;
- Details of the any underlying claim, including current status and the amount in controversy or relief demanded.
- If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers which you have received regarding the claim.

Please provide your professional liability insurance agent a copy of all claim notices and correspondence sent to BERKLEY SELECT.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

MINIMUM EARNED PREMIUM ENDORSEMENT

If this insurance is cancelled at the request of the **Named Insured**, there will be a minimum earned premium retained by the Company of 25% of the premium for this insurance.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

Mobile Intravenous Services Excluded

This endorsement modifies insurance provided under the following:

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS ERRORS & OMISSIONS INSURANCE POLICY

1. **Section II. Who is Insured** is modified by the addition of the following:

II. F. Any person or organization that provides Mobile Intravenous Services to patients outside of an Emergency Medical System, event Emergency Medical System service, and/or outside of established Emergency Medical System Protocols and accepted standards of care is not an **Insured**.

2. **Section V – Exclusions** with respect to both Coverages A and B, is amended to include the following:

This Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim** based upon or arising out of any actual or alleged Mobile Intravenous Services to patients outside of an Emergency Medical System, event Emergency Medical System service, and/or outside of established Emergency Medical System Protocols and accepted standards of care.

NOTHING CONTAINED HEREIN SHALL VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, PROVISIONS, REPRESENTATIONS, CONDITIONS OR AGREEMENTS OF THE POLICY OTHER THAN AS STATED ABOVE.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

SERVICE OF SUIT CALIFORNIA

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurer hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

The Insurer may be sued upon any cause of action arising in the State of California upon any policy issued by it, or any evidence of insurance issued or delivered by a surplus lines broker, pursuant to the procedures of Sections 1610 to 1620 of the Insurance Code. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of our rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

It is further agreed that service of process in such suit may be made upon Amanda Garcia, in care of CT Corporation System, 330 N Brand Boulevard, Glendale, CA 91203-2336 and that in any suit instituted against the Insurer upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Amir Rombod Rahimian, MD, Inc.	Policy Number EMD-2205572-P1
Effective Date of This Endorsement 07/01/2024	Authorized Representative

Nautilus Insurance Company

EMERGENCY MEDICAL SERVICES MEDICAL DIRECTORS PROFESSIONAL LIABILITY AND GENERAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY IS LIMITED TO CLAIMS THAT ARE FIRST MADE AGAINST AN INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in the policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The Limit of Liability available to pay Damages shall be reduced and may be completely exhausted by payment of Claim Expenses. Please review the coverage afforded under this Policy carefully.

I. INSURING AGREEMENTS

In consideration of the payment of premium, in reliance upon the statements in the application for this Policy, and subject to the Limit of Liability, Exclusions, Conditions and other terms of this Policy, the **Company** agrees to provide coverage as follows:

A. Emergency Medical Services Medical Directors Professional Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, based on any **Wrongful Act** arising from the rendering or failure to render **Professional Services** by the **Insured**, and provided that such **Wrongful Act** is committed:

1. during the **Policy Period**; or
2. prior to the **Policy Period** but after the **Retroactive Date**, if any; provided that prior to the effective date of the **Policy Period**:
 - a. the **Insured** had not given notice of such **Wrongful Act** to the insurer of any other policy in force prior to the effective date of this Policy;
 - b. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know nor could have reasonably foreseen that such **Wrongful Act** might be expected to be the basis of a **Claim**; and
 - c. there are no prior or other policies which provide insurance for such **Claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay such **Claim**, in which event this Policy will be specific excess over any such prior or other coverage but only to the extent coverage is provided by this Policy.

B. Emergency Medical Services Medical Directors General Liability Coverage

To pay on behalf of the **Insured** all **Damages** and **Claim Expenses** which the **Insured** shall become legally obligated to pay because of any **Claim** first made against the **Insured** during the **Policy Period** and reported to the **Company** in accordance with Section X. DUTY TO PROVIDE NOTICE of this Policy, for **Personal Injury** or **Property Damage** caused by an **Occurrence**, and provided that:

1. the **Occurrence** takes place after the **Retroactive Date**, if any; and
2. the **Insured**, on or prior to the effective date stated in Item 2 of the Declarations of this Policy, did not know of such **Occurrence**, nor could have reasonably foreseen that such **Occurrence**, circumstance, situation or incident might be expected to be the basis of a **Claim** under this Policy.

C. Defense and Settlement

The **Company** shall have the right and duty to defend, subject to the Limit of Liability, any **Claim** against the **Insured** seeking **Damages** which are payable under the terms of this Policy, even if the allegations of the **Claim** are groundless, false or fraudulent. However, the **Company** shall have no duty to defend the **Insured** against any **Claim** seeking **Damages** for loss or injury to which this Policy does not apply. The **Company** shall have the right to select and assign defense counsel. The **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim**. The **Company** shall also have the right to investigate any **Claim** and/or to negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit the **Insured** to any settlement without the **Insured's** written consent.

It is agreed that the Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claim Expenses**.

The **Company** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application, and statements made in the application.

It is further provided that the **Company** shall not be obligated to pay any **Damages** or **Claim Expenses**, or to undertake or continue defense of any **Claim**, **Suit** or proceeding after the applicable limit of the **Company's** liability has been exhausted by the payment of **Damages** or **Claim Expenses** or after deposit of the applicable policy limit in a court of competent jurisdiction. Upon such exhaustion of the Limit of Liability, the **Company** shall have the right to withdraw from the further defense thereof by tendering control of the defense to the **Insured**.

Notwithstanding the foregoing, the **Company** has the sole right to settle any **Claim** under any of the following circumstances:

1. the settlement amount is within any Deductible amount, if applicable;
2. the **Insured** is deceased or adjudicated incompetent;
3. the **Claim** was reported to the **Company** during an **Extended Reporting Period**;
4. a judgment has been entered;
5. the **Insured's** license to practice medicine is suspended, revoked, surrendered, inactive or otherwise has been terminated; or
6. if, after reasonable efforts by the **Company**, the **Insured** cannot be located.

The **Company** may appeal any judgment against the **Insured** for any **Claim** covered by this Policy at its sole discretion.

As a condition precedent to issuance of this Policy, the **Insured** consents to the **Company's** reporting any **Claim** settlement, including factual details, to the National Practitioner's Data Bank or to any other professional or state agency pursuant to law or regulation.

II. Who is Insured

Each of the following is an **Insured** under this Policy to the extent set forth below:

- A. if the **Named Insured** designated in Item 1 of the Declarations is an individual, the person so designated but only with respect to **Professional Services** in the capacity as an Emergency Medical Service Medical Director;
- B. if the **Named Insured** designated in Item 1 of the Declarations is a Corporation, Partnership, Limited Liability Corporation, Limited Liability Partnership, or other organization:
 1. the entity so designated; and
 2. any Emergency Medical Service Medical Director of such entity; and
 3. any employee of the **Named Insured**;but only with respect to **Professional Services**;

- C. any professional serving as a temporary replacement or substitute for a natural person **Insured** (“locum tenens”), but solely while such person is acting within their duties for, and on behalf of, the **Named Insured**. During the terms of such replacement (not to exceed 60 days per **Policy Period**), the person who is replaced by, or substituted for, shall not be an **Insured** under this Policy;
- D. any person or organization for whom the **Named Insured** is rendering **Professional Services** to the extent that the **Named Insured** and such person or organization have agreed in a written contract or written agreement that such person or organization is an Additional Insured on this Policy. Such person or organization is an Additional Insured only with respect to **Wrongful Acts** arising from the rendering of **Professional Services** by the **Named Insured**. In no event shall the acts, errors or omissions of the Additional Insured be covered by this Policy. A person or organizations’ status as an Additional Insured ends when the **Insured’s** contract or agreement with the Additional Insured has ceased;
- E. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** person in the event of such **Insured’s** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy.

III. COVERAGE TERRITORY

This Policy applies to any **Wrongful Act** or **Occurrence** which take place anywhere in the world provided that the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions or Canada during the **Policy Period** or **Extended Reporting Period** when purchased in accordance with Section VIII. EXTENDED REPORTING PERIOD of this Policy.

IV. SUPPLEMENTARY PAYMENTS

In addition to the applicable Limits of Liability, the following supplementary payments shall be provided by this Policy. However, these supplementary payments end when the **Company** has exhausted the applicable Limit of Liability stated in Item 3 of the Declarations.

- A. The **Company** will pay up to \$500 for loss of earnings to each **Insured** for each day or part of a day of such **Insured’s** attendance, at the **Company’s** written request, at a trial, deposition, hearing, mediation or arbitration proceeding involving a **Claim** against such **Insured** for **Damages**, but the amount so payable with respect to any **Claim** shall not exceed \$5,000 for all **Insureds**.
- B. The **Company** will pay up to \$5,000 per **Policy Period** for each **Insured**, not to exceed \$10,000 as to all **Insureds** per **Policy Period**, for reimbursement of attorney’s fees and other costs, expenses or fees resulting from the investigation or defense of a **Disciplinary Proceeding**; provided: notice of such **Disciplinary Proceeding** is both first received by the **Insured** and reported in writing to the **Company** during the **Policy Period** or the **Extended Reporting Period**, and such **Disciplinary Proceeding** arises out of **Wrongful Acts** committed by the **Insured** subsequent to the **Retroactive Date**, if any.
- C. The **Company** will pay up to \$5,000 per **Policy Period** for attorney fees charged by an attorney designated by the **Company** to prepare the **Insured** for deposition provided:
 - 1. the **Insured** receives a subpoena during the **Policy Period** for documents or testimony arising out of **Professional Services**; and
 - 2. the **Insured** provides the **Company** with a copy of the subpoena; and
 - 3. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and
 - 4. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

Any notice the **Insured** provides the **Company** of such subpoena shall be deemed notification of a potential **Claim** under X. DUTY TO PROVIDE NOTICE.

V. EXCLUSIONS

With respect to both Coverages A and B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based upon or arising out of any obligation for which the **Insured** or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law, including but not limited to the Employee Retirement Income Security Act of 1974, and any amendments thereto;
2. based upon or arising out of **Personal Injury** to any employee of the **Named Insured** arising out of and in the course of their employment with the **Named Insured** or to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;
3. based on or arising out of the actual or alleged failure to effect or maintain any insurance or bond;
4. for which any **Insured** is also protected under a nuclear energy liability insurance policy or would have been protected under such a policy if that policy's limits of coverage had not been used up;
5. that results from the **Hazardous Property of Nuclear Material** and for which:
 - a. any **Insured** is required by law to maintain financial protection in accordance with the Federal Atomic Energy Act, or any of its amendments; or
 - b. any **Insured** is entitled, or would have been entitled had this Policy not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies;
6. based upon or arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time;
7. based upon or arising out of:
 - a. any request, demand or order that any **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
 - b. any **Claim** by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.
8. based on or arising out of actual or alleged liability assumed by the **Insured** under any contract or agreement, including but not limited to breach of contract, other than a contract for services as an Emergency Medical Service Medical Director with a **Contracting Entity**;
9. based on or arising out of or alleging in whole or in part **Physical or Sexual Abuse**. This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible in whole or in part for any **Damages** arising out of **Physical or Sexual Abuse**, including but not limited to assertions of improper or negligent hiring, employment or supervision, failure to protect or warn the other party, failure to prevent the **Physical or Sexual Abuse**, failure to prevent assault and battery, or failure to discharge an employee of the **Named Insured** or the **Contracting Entity**;

However, notwithstanding the foregoing exclusion, the **Insured** shall be entitled to a defense as provided under the terms of this Policy as to any **Claim** upon which a **Suit** is brought for any such alleged behavior, unless a judgment or final adjudication adverse to the **Insured**, or an admission by the **Insured** shall establish that such behavior caused, in whole or in part, the injury claimed in such **Claim**. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**;

10. based on or arising out of any circumstance for which the **Insured** or its insurer may be held liable under the National Labor Relations Act of 1938 (NRLA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), The Worker Adjustment and Retraining Notification Act (WARN), Social Security, any workers' compensation, unemployment compensation or disability benefits law or under any similar law; provided, however, this exclusion shall not apply to any **Claim** based upon or arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the **Insured** on account of the claimant's exercise of rights under such law.

With respect to Coverage A:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of any actual or alleged criminal, dishonest, fraudulent or malicious act, error or omission, committed with actual, criminal, dishonest, fraudulent or malicious purpose or intent by or at the direction of any **Insured**. However, notwithstanding the foregoing, the insurance afforded by this Policy shall apply to **Claim Expenses** incurred in defending any **Suit** alleging such conduct until, by trial verdict, court ruling, regulatory ruling or legal admission, the **Insured** is found to have engaged in such conduct.
2. made by or on behalf of:
 - a. one **Insured** under this Policy against another **Insured** under this Policy;
 - b. any entity which is controlled, managed or operated by an **Insured**;
 - c. any entity in which an **Insured's** spouse or domestic partner has an ownership interest in excess of 10%; or
 - d. any entity which wholly or partly owns, operates or manages an **Insured**.
3. based on or arising out of any actual or alleged express warranties or guarantees;
4. based on or arising out of actual or alleged **Bodily Injury** to employees of the **Insured** or the **Contracting Entity** in the course and scope of their employment, or while they perform duties related to the **Insured's Professional Services**; including any obligations the **Insured** may have to share **Damages** with, or repay another party who must pay **Damages** because of the **Bodily Injury**;
5. brought by the spouse, child, parent, brother or sister of any employee of the **Insured** or the **Contracting Entity** as a result of **Bodily Injury** to such employee, regardless of whether the **Insured** may be liable as an employer or in any other capacity;
6. based on or arising out of the ownership, operation, maintenance or use of:
 - a. any sanitarium, hospital or medical center;
 - b. any clinic with bed care facilities;
 - c. any laboratory; or
 - d. any other business not designated as an **Insured** under this Policy;
7. based on or arising out of the actual or alleged rendering or failure to render any practice or procedure for which the **Insured** is not licensed or authorized to perform under the business and professions laws of the state in which the practice or procedure is rendered or to be rendered;
8. based upon or arising out of lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations, provided, however, this exclusion shall not apply to any **Claim** based upon or arising out of **Professional Services**, including an error or omission in the oversight training or preparedness of others for whom the **Insured** is legally responsible;

9. based on or arising out of **Bodily Injury** or **Personal Injury** to any person arising out of the provision of medical services by the **Insured**, except when arising out of direct patient care provided within the scope of **Professional Services**.

With respect to Coverage B:

The coverage under this Policy does not apply to **Damages** or **Claim Expenses** incurred with respect to any **Claim**:

1. based on or arising out of **Property Damage** to premises alienated by the **Named Insured** arising out of such premises or any part thereof;
2. based on or arising out of loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - a. a delay in or lack of performance by or on behalf of the **Named Insured** of any contract or agreement; or
 - b. the failure work performed by or on behalf of the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**;
3. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - a. any automobile, aircraft or watercraft owned or operated by or rented or loaned to any **Insured**; and
 - b. any other automobile, aircraft or watercraft operated by any person in the course of his employment by an **Insured**;

provided, however, this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned or rented or loaned to any **Insured**, and this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the **Named Insured**;

4. based upon or arising out of **Property Damage** to:
 - a. property owned or occupied or rented to the **Insured**;
 - b. property used by the **Insured**; or
 - c. property in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control;

provided, however, parts b. and c. of this exclusion do not apply with respect to liability under a written side-track agreement and part c. of this exclusion does not apply with respect to **Property Damage** (other than to Elevators) arising out of the use of an Elevator at premises owned by, rented to or controlled by the **Named Insured**;

5. based upon or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** for which the **Insured** or his indemnitee may be held liable:
 - a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
 - b. if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage;
6. based on or arising out of **Bodily Injury**, **Personal Injury** or **Property Damage** due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing with respect to liability assumed by the **Insured** under an incidental contract;
7. based upon or arising out of **Aircraft Products** including consequential loss of use thereof resulting from **Grounding**;

8. based upon or arising out of **Bodily Injury, Personal Injury or Property Damage** expected or intended from the standpoint of the **Insured**; however, this exclusion does not apply to **Bodily Injury, Personal Injury** resulting from the use of reasonable force to protect persons or property;
9. based upon or arising out of **Personal Injury** in the course of or related to advertising or telecasting activities conducted by or on behalf of the **Named Insured**;
10. based on or arising out of **Bodily Injury or Personal Injury** to any person arising out of the provision of medical services by the **Insured**.

VI. DEFINITIONS

Whenever printed in boldface type, and whether in the singular or plural form in this Policy, including endorsements forming a part hereto, the following terms shall have the meanings indicated below.

- A. **Aircraft Products** means, whenever used in this Policy, any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blueprints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of **Aircraft Products**.
- B. **Alternative Dispute Resolution** means arbitration, mediation, or other form of alternative dispute resolution.
- C. **Bodily Injury** means bodily harm, sickness or disease. It includes required care, loss of services and death that results from such harm, sickness or disease.
- D. **Claim** means:
 1. a demand or an oral or written notice received by the **Insured** from any party that it is their intention to hold the **Insured** responsible for any **Wrongful Act** or **Occurrence** to which this this Policy applies;
 2. the **Insured's** knowledge of circumstances which could reasonably be expected to give rise to a **Suit** or demand against the **Insured** for a **Wrongful Act**;
 3. service of suit and the institution of other **Alternative Dispute Resolution** proceedings; and
 4. any **Suit**.

Claim shall not include a **Disciplinary Proceeding**.
- E. **Claim Expenses** means:
 1. fees charged by an attorney, arbitrator or mediator designated by the **Company**, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a **Claim** or potential **Claim**, if incurred by the **Company**, or by the **Insured** with the **Company's** prior written consent;
 2. all costs taxed against an **Insured** with respect to a covered **Claim**, and interest on the covered portion of any judgment which accrues after entry of judgment and before the **Company** has paid or tendered or deposited, whether in court or otherwise; and
 3. premiums on appeal bonds and on bonds to release attachments with respect to covered **Claims**, but not for bond amounts in excess of the applicable Limits of Insurance or portions of any judgments not covered by this Policy. The **Company** shall have no obligation to collateralize or furnish any bond.

Claim Expenses do not include salaries of the **Company's** personnel.
- F. **Company** means the entity issuing this Policy as listed on the Declarations Page.

- G. **Contracting Entity** means an entity, organization or agency listed in the application on file with the **Company** for this **Policy Period** which is party to a written contract with the **Named Insured** for the performance of **Professional Services**.
- H. **Cyber Attack** means the unauthorized transmission of false or fraudulent data with the intent to destroy, damage, modify, disseminate or delete personal employee information maintained by the **Insured** on a computer or portable electronic device for the purposes of providing **Professional Services**.
- I. **Damages** means a compensatory monetary judgment, award or settlement which an **Insured** is legally obligated to pay for any **Claim** to which this Policy applies. **Damages** does not include:
1. punitive or exemplary **Damages**, sanctions, fines or penalties assessed against any **Insured** or the multiplied portion of a multiplied damage award;
 2. fees, expenses or other consideration paid or owed an **Insured**; or
 3. amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.
- J. **Discrimination** means the unlawful treatment of any person based on their race, color, religion, age, sex, sexual orientation or preference, marital status, pregnancy national origin, or any physical or mental impairment that substantially limits one or more of a person's major life activities. Physical or mental impairment does not include an impairment that is the result of the use of alcohol or illegal drugs.
- K. **Disciplinary Proceeding** means any proceeding brought against the **Insured** by a State or other regulatory or disciplinary official or agency to investigate charges alleging professional misconduct in performing **Professional Services**.
- L. **Extended Reporting Period**, means the period of time after the end of the **Policy Period** for reporting a **Claim** that is first made against the **Insured** arising from an **Occurrence** or **Wrongful Act** that fully occurred after the **Retroactive Date** and prior to the end of the **Policy Period**, and which is otherwise covered by this Policy.
- M. **Grounding** means, whenever used in this Policy, the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged existence of a defect, fault or condition in any Aircraft Product.
- N. **Hazardous Properties** include radioactive, toxic or explosive properties.
- O. **Insured** means any person or organization qualifying as an **Insured** in Section II. Who is Insured of this Policy. The insurance afforded applies separately to each **Insured** against whom a **Claim** is made or **Suit** is brought, subject to the **Company's** Limit of Liability.
- P. **Named Insured** means the individual or entity designated in Item 1 of the Declarations.
- Q. **Nuclear Material** means any of the following materials which are defined in the federal Atomic Energy Act, or any of its amendments:
1. source material;
 2. special **Nuclear Material**; or
 3. by-product material.
- R. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful condition, which results in **Personal Injury** or **Property Damage** sustained after the **Retroactive Date** stated in Item 4 of the Declarations.

- S. **Personal Injury** means injury, including consequential **Bodily Injury** arising out of one or more of the following offenses:
1. false arrest, detention or imprisonment, wrongful entry or eviction, or other invasion of private occupancy, or malicious prosecution or humiliation, except when maliciously inflicted by, at the direction of, or with the consent or acquiescence of the **Insured**;
 2. the publication or utterance of libel, slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy alleged to have been made by or at the direction of and with such **Insured's** knowledge of the falsity thereof; or
 3. injury occurring in the course of the **Insured's** advertising activities, including but not limited to infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service number.
- T. **Physical or Sexual Abuse** means:
1. physical assault, abuse, molestation, or intentional neglect, or licentious, immoral, amoral or other behavior that was committed or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible; and/or
 2. sexual assault, abuse, molestation or licentious, immoral, amoral or other behavior which was threatened, intended to lead to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed by the **Insured** or by any person for whom the **Insured** is legally responsible.
- U. **Policy Period** means the period of time stated in Item 2 of the Declarations as **Policy Period**, or, if the Policy is terminated before the end of that period, then the period of time beginning with the effective date of this Policy as stated in the Declarations and ending with such earlier termination date.
- V. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- W. **Professional Services** means consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care incidental to the services performed by the **Insured** in their capacity as an Emergency Medical Services Medical Director pursuant to an agreement with a **Contracting Entity** for a fee, remuneration or other consideration.
- X. **Property Damage** means physical injury to or destruction of tangible property, including consequential loss of use thereof, or loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence**.
- Y. **Related Wrongful Acts** means **Wrongful Acts** which are the same as, related or continuous or that are logically or causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.
- Z. **Retroactive Date** means the date specified in Item 4 of the Declarations.
- AA. **Sexual Harassment** means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
 2. submission to, and rejection of, such conduct is used as the basis for employment decisions affecting such individual; or

3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- BB. **Suit** means a civil proceeding in which **Damages** because of injury to which this Policy applies are alleged. **Suit** includes an **Alternative Dispute Resolution** proceeding in which such **Damages** are claimed and to which an **Insured** submits with the **Company's** written consent.
- CC. **Wrongful Act** means:
1. any actual or alleged act, error or omission committed by the **Insured** in the performance of, or failure to perform, **Professional Services**;
 2. any actual or alleged act, error, omission, neglect or breach of duty committed by the **Insured** in the performance of or failure to perform **Professional Services** while off duty, provided such services are within the scope of the **Insured's** duties as an Emergency Medical Services Medical Director as prescribed by State Law or Licensing/Certifying authorities;
 3. any actual or alleged wrongful termination committed by the **Insured**, whether actual or constructive, of an employee of a **Contracting Entity**; but only in the performance of **Professional Services**;
 4. any actual or alleged **Discrimination** committed by the **Insured**; but only in the performance of **Professional Services**;
 5. any actual or alleged **Sexual Harassment** of an employee of a **Contracting Entity** committed by the **Insured**; but only in the performance of **Professional Services**;
 6. any actual or alleged **Personal Injury** committed by the **Insured** in the performance of **Professional Services**;
 7. any actual or alleged retaliatory treatment committed by the **Insured** against an employee of a **Contracting Entity** as a result of such employee's exercise of rights under the law, but only in the performance of **Professional Services**;
 8. any actual or alleged breach of privacy of an employee of a **Contracting Entity** resulting from the theft of personal data maintained electronically by the **Named Insured** for the purposes of performing **Professional Services**; or
 9. any actual or alleged liability of the **Insured** for libel or slander of an employee of a **Contracting Entity** resulting from a **Cyber Attack**.

VII. LIMIT OF LIABILITY

A. Emergency Medical Services Medical Directors Error and Omissions Coverage – Each Claim Limit

The Limit of Liability stated in Item 3 A of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of each **Claim** arising from any **Wrongful Act** in the rendering or failure to render **Professional Services** by the **Insured**.

B. Emergency Medical Services Medical Directors General Liability Coverage – Each Occurrence

The Limit of Liability stated in Item 3 B of the Declarations is the limit of the **Company's** liability for all **Damages** and **Claim Expenses** for each **Claim** arising from any **Occurrence** to which this Policy applies.

C. Policy Aggregate

The Limit of Liability stated in Item 3 C of the Declarations is the total limit of the **Company's** liability for all **Damages** and **Claim Expenses** arising out of all **Claims** covered by this Policy.

D. Multiple Insureds, Claims and Claimants

The inclusion herein of more than one **Insured** or the making of **Claims** or the bringing of **Suits** by more than one person or organization shall not operate to increase the **Company's** Limit of Liability.

E. Related Claims

All **Claims** based upon or arising out of the same **Wrongful Act** or any **Related Wrongful Acts**, or one or more series of any similar, repeated or continuous **Wrongful Acts** or **Related Wrongful Acts**, shall be considered a single **Claim**. Each **Claim** shall be deemed to be first made at the earliest of the following times:

1. when the earliest **Claim** arising out of such **Wrongful Act** or **Related Wrongful Acts** was first made; or
2. when notice pursuant to section VII. B. above of a fact, circumstance or situation giving rise to such **Claim** is given.

With respect to Coverage B, two or more **Claims** arising out of a single **Occurrence** shall be treated as a single **Claim**, regardless of when such **Claims** are made. All such **Claims**, shall be considered first made on the date on which the earliest **Claim** arising out of such **Occurrence** was first made against the **Insured**, and all such **Claims** shall be subject to the same Limit of Liability.

F. Other Insurance

If any **Insured** is afforded coverage for a **Claim** under two or more policies of professional or general liability insurance issued by the **Company**, the **Company** shall not be liable under this Policy for a greater proportion of **Damages** and **Claim Expenses** than the Limit of Liability of this Policy bear to the total limits of all applicable insurance policies, and the **Company's** total liability as to such **Claim** shall not exceed the Limit of Liability of the policy which has the highest applicable Limit of Liability.

VIII. EXTENDED REPORTING PERIOD

The Limit of Liability for the **Extended Reporting Period** shall be part of, and not in addition to the Limits of Liability of the **Company** for the **Policy Period**.

The right to an **Extended Reporting Period** shall not be available to the **Insured**: where cancellation or non-renewal by the **Company** is due to non-payment of premium or failure of an **Insured** to pay such amounts in excess of the applicable Limit of Liability, or the **Insured's** license to practice his or her profession has been revoked, suspended or surrendered at the request of any disciplinary or regulatory authority for reasons other than the **Insured** becoming totally and permanently disabled.

All notices and premium payments with respect to the **Extended Reporting Period** shall be directed to the **Company** through the entity named in the Policyholder Notice attached to this Policy.

At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned, and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Company** will not be liable to return any premium paid for the **Extended Reporting Period**.

A. Automatic Extended Reporting Period

In case of cancellation or non-renewal of this Policy by the **Named Insured** or the **Company** for any reason (except for non-payment of premium), an automatic sixty (60) day **Extended Reporting Period** effective at the termination of this Policy will be provided by the **Company** at no additional cost, unless this Policy is replaced with the same or similar insurance issued by the **Company** or any other **Company**, whether or not the limits are identical to those provided under this Policy.

B. Optional Extended Reporting Period

In the event of cancellation or non-renewal of this Policy by the **Company**, the **Named Insured** shall have the right, upon payment of the premium set forth below, to purchase an **Extended Reporting Period**.

In order for the **Named Insured** to exercise this option, the payment of the premium for the **Extended Reporting Period** must be paid to **Company**, in full, within sixty (60) days of the non-renewal or cancellation. The Extended Reporting Period Endorsement is subject to the following additional premium:

1. 100% of the full annual premium for this Policy for a twelve (12) month period;
2. 150% of the full annual premium for this Policy for a twenty-four (24) month period;
3. 185% of the full annual premium for this Policy for a thirty-six (36) month period;
4. 210% of the full annual premium for this Policy for a forty-eight (48) month period; or
5. 225% of the full annual premium for this Policy for a sixty (60) month period.

C. Death or Disability of the Insured

If the **Named Insured** designated in Item 1 of the Declarations is an individual, the **Named Insured** shall have the right, to elect an **Extended Reporting Period** without additional charge for an unlimited period of time following the effective date of cancellation or non-renewal of the Policy, provided that:

1. such cancellation or non-renewal results from the **Insured's** death or disability during the **Policy Period**;
2. the **Insured** is totally and permanently disabled for a minimum of six (6) months prior to the election of this option;
3. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability;
4. all premiums and any Deductible due the **Company** have been paid in full; and
5. written notice of this election is received by the **Company** or its authorized agent, from the **Insured** or the **Insured's** legal representative within sixty (60) days after the effective date of such cancellation or non-renewal.

D. Retirement

If the **Named Insured** designated in Item 1 of the Declarations is an individual, and such **Named Insured** retires from the practice of **Professional Services** during the **Policy Period** and has been **Insured** by an Emergency Medical Services Medical Directors Professional Liability and General Liability policy issued by the **Company** for five (5) consecutive years, the **Company** will provide the **Insured** an **Extended Reporting Period** of unlimited duration without additional charge.

The **Insured** will be deemed to have retired from **Professional Services** if, and only if, the **Insured** has ceased providing **Professional Services**. The rendering of consulting services, guidance, leadership, oversight, training, quality assurance services and direct patient care; performed by the **Named Insured** for others, either in an emergency situation requiring immediate intervention or occasionally on a voluntary or charitable basis will not terminate the **Extended Reporting Period** if the **Insured** does not receive compensation for such services, other than compensation for the reimbursement of expenses incurred in rendering such services.

IX. OTHER INSURANCE

This Policy shall apply in excess of any other valid and collectible insurance available to any **Insured**, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

X. DUTY TO PROVIDE NOTICE

It is a condition precedent to coverage under this Policy that all **Claims** be reported to the **Company** in compliance with this section of the policy.

- A. If any **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** every demand, notice, summons or other process received by them or their representative.
- B. If during the **Policy Period** the **Insured** first becomes aware of any **Claim** or **Occurrence**, the **Insured** must give written notice to the **Company** during the **Policy Period**, as soon as practicable, but in no event later than 90 days after the expiration of the **Policy Period**
- C. If during the **Policy Period** the **Insured** first becomes aware of any fact, circumstance or situation which may reasonably be expected to give rise to a **Claim** being made against any **Insured**, the **Insured** may give written notice to the **Insurer**, as soon as practicable (but prior to the expiration of or cancellation of this **Policy**), of:
 - 1. the specific **Wrongful Act** or **Occurrence**; and
 - 2. the injury or damage which may result or has resulted from the **Wrongful Act** or **Occurrence**; and
 - 3. how the **Insured** first became aware of the **Wrongful Act** or **Occurrence**.Any subsequent **Claim** made against the **Insured** which is the subject of the written notice shall be deemed to have been made at the time written notice was first given to the **Company**.
- C. A **Claim** shall be considered to be reported to the **Company** when notice of the **Claim** is first received by **Company**.
- D. In the event of non-renewal of this Policy by the **Company**, the **Insured** shall have sixty (60) days from the expiration date of the **Policy Period** to notify the **Company** of **Claims** made against the **Insured** during the **Policy Period** which arise out of any **Wrongful Act** or **Occurrence** which took place prior to the termination date of the **Policy Period** and otherwise covered by this Policy.
- E. If any **Insured** makes a **Claim** under this Policy knowing such **Claim** is false or fraudulent, this Policy shall be rendered null and void.

XI. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the **Company** in all investigations, including investigations regarding the application and coverage under this Policy and, upon the **Company's** request, assist in making settlements, in the conduct of **Suits** and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any **Insured** who may be liable to the **Insured** because of a **Wrongful Act** or **Occurrence**, with respect to which insurance is afforded under this Policy. The **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at its own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or otherwise dispose of any **Claim** without the consent of the **Company**.

XII. ACTION AGAINST THE COMPANY

No action shall lie against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment or award against the **Insured** after actual trial or arbitration or by written agreement of the **Insured**, the claimant and the **Company**.

Any person or organization or the legal representative thereof who has secured such judgment, award or written agreement shall thereafter be entitled to make a **Claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the **Company** as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of their obligations hereunder.

XIII. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after the payment of **Damages** by the **Company** to prejudice such rights.

Any sums recovered through subrogation shall be apportioned as follows:

1. first, to repayment of the **Company's** expenses incurred toward subrogation;
2. second, to **Damages** and **Claim Expenses** paid by the **Company**;
3. third, to **Damages** and **Claim Expenses** paid by the **Insured** in excess of any Deductible;
4. fourth, to **Damages** and **Claim Expenses** paid by any excess or other insurer on behalf of the **Insured**; and
5. last, to repayment of any Deductible.

XIV. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the **Company** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy, signed by the **Company**.

XV. ASSIGNMENT

The interest hereunder of any **Insured** is not assignable. If the **Insured** shall die or be adjudged incompetent, this Policy shall cover the **Insured's** legal representative as the **Insured** with respect to liability previously incurred and covered by this Policy.

XVI. NONRENEWAL

Any notice of non-renewal will be mailed to the **Named Insured** by first class, registered or certified mail at the last mailing address known to the **Company** at least sixty (60) days before the end of the **Policy Period**. Proof of mailing will be sufficient proof of notice.

XVII. DECLARATIONS AND APPLICATIONS

By acceptance of this Policy, all **Insureds** agree that the statements in the Declarations and all applications are their agreements and representations, and that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insured** and the **Company** or any of its agents relating to this Policy.

XVIII. CANCELLATION

- A. This Policy may be cancelled by the **Named Insured** by surrender thereof to the **Company** or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address stated in Item 1 of the Declarations written notice stating when, but not less than 60 days thereafter, such cancellation shall be effective. However, if the **Company** cancels this Policy because the **Named Insured** has failed to pay a premium when due, this Policy may be cancelled by the **Company** by mailing written notice of cancellation to the "**Named Insured**" at the address stated in the Declarations stating when, but not less than 10 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery (where permitted by law) of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to mailing.
- B. If the **Named Insured** cancels this Policy, earned premium shall be computed in accordance with the short rate table and procedure. If the **Company** cancels this Policy, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

XIX. CONFORMITY TO STATUTE

Notwithstanding anything contained herein to the contrary, in the event that any terms or conditions of this Policy conflict with any law applicable to the coverage afforded hereunder, the terms of this Policy shall be deemed amended to conform to such law or laws.

XX. LIBERALIZATION

If the **Company** adopts any revision that would broaden the coverage under the policy without additional premium at any time during the **Policy Period**, the broadened coverage will immediately apply to this Policy.

XXI. BANKRUPTCY OR INSOLVENCY OF INSURED

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations under this Policy.

XXII. ENTIRE CONTRACT

By acceptance of this Policy the **Insureds** agrees that the statements in the Declarations and application are the **Insureds'** agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between the **Insureds** and the **Company** relating to this Policy.

In witness whereof, the **Company** has caused this Policy to be signed by its President and Chief Executive Officer and Secretary, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized representative of the **Company**.



President and Chief Executive Officer



Secretary