

1 AGREEMENT FOR PROVISION OF
2 MEDICAL TRANSPORTATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UC_NAME»«UC_DBA»
7 ~~JULY 1, 2010 THROUGH JUNE 30, 2012~~
8
9 «UC_START» THROUGH «UC_END»

10
11 THIS AGREEMENT entered into this ~~1st~~«DAY» day of ~~July 2010~~«DATE», which date is
12 enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY),
13 and «UC_NAME»«UC_DBA» (CONTRACTOR). The Agreement shall be administered by the County
14 of Orange Health Care Agency (ADMINISTRATOR).

15
16 WITNESSETH:

17
18 WHEREAS, COUNTY desires to assure the availability of prompt ~~medical transportation~~
19 ~~services~~Medical Transportation Services for ~~p~~Persons for whom COUNTY has statutory obligations to
20 provide medical care, and for other ~~p~~Persons whose transport by ambulance or van will assist
21 COUNTY's employees in carrying out their duties; and

22 WHEREAS, CONTRACTOR is licensed to operate a ~~medical transportation service~~Medical
23 Transportation Service within all or some portion of the County of Orange, the County of Riverside, the
24 County of San Bernardino, the County of San Diego, and the County of Los Angeles and desires to
25 provide the medical transportation service to COUNTY upon the terms and conditions set forth in the
26 Agreement;

27 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: «LC_START» through «LC_END»

Period One means the period from July 1, ~~2012~~⁰ through June 30, ~~2013~~²

Period ~~Two~~^{One} means the period from July 1, ~~2013~~⁰ through June 30, ~~2014~~¹

"Period ~~Three~~^{Two}" means the period from July 1, ~~2014~~¹ through June 30, ~~2015~~²

Basis for Reimbursement: Actual Cost

Payment Method: Fee-For-Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «CONTACT»
«LC_NAME»«LC_DBA»
«ADDRESS»
«CITYSTATEZIP»

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with —broad form Property damage and —contractual liability	\$1,000,000 <u>per occurrence</u> Combined Single limit per occurrence \$2,000,000 <u>A</u> ggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 <u>per occurrence</u> Combined Single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 <u>per occurrence</u>
Professional Liability Insurance	\$1,000,000 <u>per claims made or</u> <u>per occurrence</u>
Sexual Misconduct	\$1,000,000 <u>per occurrence</u>

I. ACRONYMS

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

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

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II. ALTERATION OF TERMS

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

III. COMPLIANCE

~~A. COUNTY's Health Care Agency (HCA)~~

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

1. ADMINISTRATOR shall ~~provide~~ ensure that CONTRACTOR ~~with a copy~~ is made aware of the relevant ~~HCA Policies~~ policies and ~~P~~procedures relating to the ADMINISTRATOR's Compliance Program.

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to the Agreement are made aware of HCA's Policies and Procedures.~~

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

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

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

~~2. HCA's~~ ADMINISTRATOR's Compliance Officer shall ~~advise CONTRACTOR~~ determine if CONTRACTOR's ~~compliance program is accepted~~ Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ~~HCA's Code of Conduct and~~ ADMINISTRATOR's Compliance

1 Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.

2 ~~36.~~ Upon ~~approval of~~ written confirmation from ADMINISTRATOR's Compliance Officer that
 3 the CONTRACTOR's Compliance Program ~~by HCA's Compliance Officer~~ contains all required
 4 elements, CONTRACTOR shall ensure that ~~its employees, subcontractors, interns, volunteers, and~~
 5 ~~members of Board of Directors or duly authorized agents, if appropriate,~~ ("all Covered Individuals")
 6 relative to the Agreement are made aware of CONTRACTOR's ~~Policies and Procedures~~ Compliance
 7 Program and related policies and procedures.

8 ~~47.~~ Failure of CONTRACTOR to submit its Compliance Program, ~~Code of Conduct,~~ and
 9 relevant policies and procedures shall constitute a material breach of the Agreement. Failure to cure
 10 such breach within sixty (60) calendar days of such notice from ~~ADMINISTRATOR shall constitute~~
 11 ~~grounds for termination of the Agreement as to the non-complying party.~~

12 ~~C. CODE OF CONDUCT—Under the direction of the HCA Office of Compliance, a Code of~~
 13 ~~Conduct for adherence by all HCA employees and contract providers has been developed.~~

14 ~~1. If CONTRACTOR elects to adhere to HCA Compliance Program, then within thirty (30)~~
 15 ~~calendar days of award of the Agreement, CONTRACTOR shall submit to ADMINISTRATOR a signed~~
 16 ~~acknowledgement and agreement that CONTRACTOR shall comply with the "HCA Contractor Code of~~
 17 ~~Conduct."~~

18 ~~2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor~~
 19 ~~Code of Conduct shall constitute a material breach of the Agreement, and failure to cure such breach~~
 20 ~~within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for~~
 21 termination of the Agreement as to the non-complying party.

22 ~~B. SANCTION SCREENING—~~ ~~D.~~ CONTRACTOR shall screen all Covered
 23 Individuals employed or retained to provide services related to the Agreement to ensure that they are
 24 not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the
 25 General Services Administration's List of Parties Excluded from Federal Programs ~~and,~~ the Health and
 26 Human Services/~~Office of Inspector General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL
 27 Suspended and Ineligible List.

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

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

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

34 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 35 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to the
 36 Agreement.

37 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-

1 annually (January and July) to ensure that they have not become Ineligible Persons. CONTRACTOR
 2 shall also request that its subcontractors use their best efforts to verify that they are eligible to participate
 3 in all federal and State of California health programs and have not been excluded or debarred from
 4 participation in any federal or state health care programs, and to further represent to CONTRACTOR
 5 that they do not have any Ineligible Person in their employ or under contract.

6 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
 7 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
 8 CONTRACTOR shall notify ~~COUNTY~~ ADMINISTRATOR immediately upon such disclosure.

9 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
 10 and state funded health care services by contract with COUNTY in the event that they are currently
 11 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
 12 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
 13 CONTRACTOR shall remove such individual from responsibility for, or involvement with,
 14 ~~HCA~~ COUNTY business operations related to the is Agreement.

15 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 16 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
 17 Such individual or entity shall be immediately removed from participating in any activity associated
 18 with the is Agreement. ADMINISTRATOR will determine ~~if any~~ appropriate repayment ~~is necessary~~
 19 ~~from~~ or sanction CONTRACTOR for services provided by ~~ineligible person~~ Ineligible Person or
 20 individual.

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

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

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

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

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

31 ~~4—E.—REIMBURSEMENT.~~ Each Covered Individual attending training shall certify, in
 32 writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon
 33 written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

36 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
 37 ADMINISTRATOR’s Code of Conduct.

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

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

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

9 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of
10 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
11 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

12 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,
13 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
14 CONTRACTOR's Code of Conduct.

15 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
16 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
17 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

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

22 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

29 2. CONTRACTOR shall not submit ~~no~~ any false, fraudulent, inaccurate and/or fictitious claims
30 for payment or reimbursement of any kind.

31 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
32 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes
33 ~~to~~ which accurately describes the services provided and ~~to~~ must ensure compliance with all billing and
34 documentation requirements.

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

37 ~~F. COMPLIANCE TRAINING — ADMINISTRATOR shall make General Compliance Training~~

1 ~~and Provider Compliance Training, where appropriate, available to Covered Individuals.~~

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

4 ~~2. Such training will be made available to each Covered Individual annually.~~

5 ~~3. Each Covered Individual attending training shall certify, in writing, attendance at~~
 6 ~~compliance training. CONTRACTOR shall retain the certifications. Upon written request by~~
 7 ~~ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

8

9 IV.I. CONFIDENTIALITY

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

13 1. CONTRACTOR acknowledges and agrees that all Persons served pursuant to this
 14 Agreement are clients of the Orange County services system, and therefore it may be necessary for
 15 authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding
 16 specific clients with COUNTY or other providers of related services contracting with COUNTY.

17 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
 18 consents for the release of information from all Persons served by CONTRACTOR pursuant to this
 19 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
 20 Part 2.6 relating to confidentiality of medical information.

21 3. In the event of a collaborative service agreement between providers, CONTRACTOR
 22 acknowledges and agrees that it is responsible for obtaining releases of information, from the
 23 collaborative agency, for clients receiving services through the collaborative agreement.

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

32 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
 33 disclosure in connection with activity funded under this Agreement. This system shall include
 34 provisions for employee education on the confidentiality requirements, and the fact that disciplinary
 35 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,
 36 physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,
 37 and availability of all confidential information that it creates, receives, maintains or transmits.

1 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

2 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
 3 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
 4 regulations regarding confidentiality.

5 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
 6 security, and shall include them in all subcontracts.

7 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
 8 week, of any suspected or actual breach of computer system security, if the security breach would
 9 require notification under CCC §1798.82.

10 **V. DELEGATION ~~AND~~, ASSIGNMENT AND SUBCONTRACTS**

11 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 12 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
 13 pursuant to theis Agreement may be carried out by means of subcontracts, provided such subcontracts
 14 are approved in advance, in writing by ADMINISTRATOR, meet the requirements of theis Agreement
 15 as they relate to the service or activity under subcontract, and include any provisions that
 16 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 17 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
 18 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 19 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to ~~the Agreement.~~ this
 20 Agreement. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
 21 amounts claimed for subcontracts not approved in accordance with this paragraph.

22 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 23 prior written consent of COUNTY.

24 ~~B.~~ For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
 25 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
 26 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
 27 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
 28 derogation of this paragraph shall be void.

29 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 30 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 31 change in the business structure, including but not limited to, the sale or transfer of more than ten
 32 percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,
 33 including a change to a sole proprietorship, or a change in fifty percent (50%) or more of
 34 CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any
 35 attempted assignment or delegation in derogation of this paragraph shall be void.
 36
 37

VI. EMPLOYEE ELIGIBILITY VERIFICATION

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

VII. FACILITIES, PAYMENTS AND SERVICES

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

VIII. INDEMNIFICATION AND INSURANCE

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

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to ~~p~~personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to ~~the~~is Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

1 C. Each party agrees to provide the indemnifying party with written notification of any claim
 2 related to services provided by either party pursuant to the is Agreement within thirty (30) calendar days
 3 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
 4 each party shall cooperate with the indemnifying party in its defense.

5 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
 6 insured or shall maintain in force at all times during the term of the is Agreement, the policy or policies
 7 of insurance covering its operations placed with reputable insurance companies in amounts as specified
 8 ~~on Page 4~~ in the Referenced Contract Provisions of the is Agreement. Upon request by
 9 ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

10 ~~E~~ E. All insurance policies except Workers' Compensation and Employer's Liability, shall
 11 contain the following clauses:

12 1. "The County of Orange is included as an additional insured with respect to the operations of
 13 the named insured performed under contract with the County of Orange."

14 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
 15 of, and not contribute with, insurance provided by this policy."

16 3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)
 17 calendar days written notice has been given to Orange County HCA/Contract Development and
 18 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

19 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
 20 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

21 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
 22 reputable insurance companies licensed to do business in the State of California which insures the perils
 23 of bodily injury, medical, professional liability, and property damage. Upon request by
 24 CONTRACTOR, COUNTY shall provide evidence of such insurance.

25 ~~F. All insurance policies except Workers' Compensation and Employer's Liability shall contain the~~
 26 ~~following clauses:~~

27 ~~1. "The County of Orange is included as an additional insured with respect to the operations of~~
 28 ~~the named insured performed under contract with the County of Orange."~~

29 ~~2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of,~~
 30 ~~and not contribute with, insurance provided by this policy."~~

31 ~~3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)~~
 32 ~~calendar days written notice has been given to Orange County HCA/Contract Development and~~
 33 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."~~

34 ~~G. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be~~
 35 ~~mailed to COUNTY as referenced on Page 4 of the Agreement.~~

IX. INSPECTIONS AND AUDITS

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

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

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

D. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through theis Agreement, COUNTY may terminate theis Agreement as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within ~~sixty (60)~~ thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

X. LICENSES AND LAWS

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

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

7 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

8 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
9 of the award of theis Agreement:

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

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

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

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

19 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
20 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
21 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
22 Assignment Orders and Notices of Assignment, shall constitute a material breach of theis Agreement;
23 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
24 grounds for termination of theis Agreement.

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

27
28 **XI. MAXIMUM OBLIGATION ~~NONDISCRIMINATION~~**

29 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
30 agreements for Medical Transportation Services during Period One, Period Two, and Period Three are as
31 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with
32 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
33 applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a
34 fraction of these Aggregate Maximum Obligations.

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XII. NONDISCRIMINATION

A. EMPLOYMENT

1. ~~During the performance of this Agreement, CONTRACTOR shall ensure that applicants are employed, and that employees are treated during~~ not unlawfully discriminate against any employee or applicant for employment, ~~without regard to their~~ because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference orientation, medical condition, or physical or mental disability. ~~Such action~~ CONTRACTOR shall ~~include, but not be limited to the following:~~ warrant that the evaluation and treatment of employees and applicants for employment, ~~upgrade~~ are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

B. SERVICES, BENEFITS, AND FACILITIES — CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 ~~U.S.C.A.~~ USC §2000d); the Age Discrimination Act of 1975 (42 ~~U.S.C.A.~~ USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a

1 different manner or at a different time from that provided to other clients.

2 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
3 by others receiving any service or benefit.

4 d. Treating a client differently from others in satisfying any admission requirement or
5 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
6 any service or benefit.

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

8 2. Complaint Process — CONTRACTOR shall establish procedures for advising all clients
9 through a written statement that CONTRACTOR's clients may file all complaints alleging
10 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
11 U.S. Department of Health and Human Services' ~~Office for Civil Rights~~ OCR. CONTRACTOR's
12 statement shall advise clients of the following:

13 a. In those cases where the client's complaint is filed initially with the ~~Office for Civil~~
14 ~~Rights (Office)~~ OCR, the ~~Office~~ OCR may proceed to investigate the client's complaint, or the
15 ~~Office~~ OCR may request COUNTY to conduct the investigation.

16 b. Within the time limits procedurally imposed, the complainant shall be notified in
17 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
18 an appeal with the ~~Office for Civil Rights~~ OCR.

19 C. PERSONS WITH DISABILITIES — CONTRACTOR agrees to comply with the provisions of
20 ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 ~~U.S.C.A.~~ USC 794 et seq., as implemented in 45
21 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 ~~U.S.C.A.~~ USC 12101, et seq.),
22 pertaining to the prohibition of discrimination against qualified ~~p~~ Persons with disabilities in all
23 programs or activities, as they exist now or may be hereafter amended together with succeeding
24 legislation.

25 D. RETALIATION — Neither CONTRACTOR, nor its employees or agents shall intimidate,
26 coerce or take adverse action against any ~~p~~ Person for the purpose of interfering with rights secured by
27 federal or state laws, or because such ~~p~~ Person has filed a complaint, certified, assisted or otherwise
28 participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights
29 secured by federal or state law.

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

34 **XIII. NOTICES**

35 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
36 authorized or required by ~~the~~ is Agreement shall be effective:

37 1. When written and deposited in the United States mail, first class postage prepaid and

1 addressed as specified ~~on Page 4 of the~~ in the Referenced Contract Provisions of this Agreement or as
2 otherwise directed by ADMINISTRATOR;

3 2. When faxed, transmission confirmed;

4 3. When sent by ~~electronic mail~~ Email; or

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

7 B. Termination Notices shall be addressed as specified ~~on Page 4 of the~~ in the Referenced Contract
8 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective
9 when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal
10 Express, United Parcel Service, or other expedited delivery service.

11 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
12 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
13 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
14 damage to any COUNTY property in possession of CONTRACTOR. ~~Any CONTRACTOR providing~~
15 ~~services to custody patients shall provide a copy of such written notification to the Sheriff of Orange~~
16 ~~County.~~

17 D. For purposes of ~~the~~ is Agreement, any notice to be provided by COUNTY may be given by
18 ADMINISTRATOR.

19
20 **XIV. PAYMENT CARD COMPLIANCE**

21 Should CONTRACTOR conduct credit/debit card transactions in conjunction with their business
22 with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct,
23 CONTRACTOR covenants and warrants that it is currently PCIDSS and PADSS compliant and will
24 remain compliant during the entire duration of this Lease. CONTRACTOR agrees to immediately notify
25 COUNTY in the event CONTRACTOR should ever become non-compliant, and will take all necessary
26 steps to return to compliance and shall be compliant within ten (10) days of the commencement of any
27 such interruption. Upon demand by COUNTY, CONTRACTOR shall provide to COUNTY written
28 certification of CONTRACTOR s PCI DSS and/or PA DSS compliance.

29
30 **XV. PAYMENTS AND SERVICES**

31 COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the services,
32 staffing, any equipment and supplies, and reports in accordance with Exhibits A through E to ~~the~~ is
33 Agreement. CONTRACTOR shall operate continuously throughout the term of ~~the~~ is Agreement with at
34 least the minimum number and type of staff which meet applicable ~~S~~ state and ~~F~~ Federal requirements,
35 and which are necessary for the provision of the services hereunder.

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1 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

2 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
3 of ~~the~~is Agreement, prepare, maintain and manage records appropriate to the services provided and in
4 accordance with ~~the~~is Agreement and all applicable requirements, which include, but are not limited to:

5 ~~1. 45 CFR, HIPAA Privacy Rule (Designated Record Set).~~

6 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
7 75055(a), 75343(a), and 77143(a).

8 2. State of California, Department of ASRS manual.

9 3. State of California, DPFS manual.

10 4. State of California, Health and Safety Code §§~~123100—123149~~,§123145.

11 5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

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

22 ~~E.~~ E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
23 preparation, and confidentiality of records related to participant, client and/or patient records are met at
24 all times.

25 ~~D.~~ F. CONTRACTOR shall ~~be informed through this Agreement that~~ ensure all HIPAA ~~has~~
26 broadened(DRS) requirements are met. HIPAA requires that clients, participants and/or patients be
27 provided the ~~definition~~ right to access or receive a copy of ~~medical~~ their DRS and/or request addendum
28 to their records ~~and identified this new record set as a Designated Record Set (DRS).~~ Title 45 CFR
29 §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

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

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

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

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

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

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

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

7 ~~H. E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that~~
8 ~~clients, participants, patients, etc., be provided the right to access or receive a copy of their DRS and/or~~
9 ~~request addendum to their records.~~

10 ~~F.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
11 security of ~~personally identifiable information (hereinafter "PII")~~ and/or ~~protected health information~~
12 ~~(hereinafter "PHI").~~ CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or
13 security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone
14 and email or facsimile.

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

18 ~~H. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the~~
19 ~~commencement of the contract, unless a longer period is required due to legal proceedings such as~~
20 ~~litigations and/or settlement of claims.~~

21 ~~I.~~ CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
22 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
23 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
24 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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

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

30 K.M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
31 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
32 CONTRACTOR.

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

35 M.O. CONTRACTOR shall notify ADMINISTRATOR of any ~~Public Record Act (PRA) request~~
36 ~~requests related to, or arising out of this Agreement~~ within ~~twenty-four (24)~~ forty-eight (48) hours.

37 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

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XVII. SEVERABILITY

If a court of competent jurisdiction declares any provision of ~~the~~is Agreement or application thereof to any ~~p~~Person or circumstances to be invalid or if any provision of ~~the~~is Agreement contravenes any ~~Federal, State~~federal, state or ~~C~~county statute, ordinance, or regulation, the remaining provisions of ~~the~~is Agreement or the application thereof shall remain valid, and the remaining provisions of ~~the~~is Agreement shall remain in full force and effect, and to that extent the provisions of ~~the~~is Agreement are severable.

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XVIII. STATUS OF CONTRACTOR

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

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XIX. TAX LIABILITY

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

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XX. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of ~~the~~this Master Agreement shall commence ~~as specified on Page 4 of the Agreement and shall remain in effect until such time as it is terminated in accordance with paragraph XV. of the Agreement~~ July 1, 2012 and terminate on June 30, 2015;

provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement; and provided further that the parties shall continue to be obligated to comply with the requirements and perform such the duties as would normally extend beyond this term, including specified in this Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

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XXI. TERMINATION

A. Either party may terminate theis Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to

another entity without the prior written consent of COUNTY.

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under theis Agreement is contingent upon the following:

- a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

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

E. In the event theis Agreement is terminated ~~prior to the completion of the term as specified on Page 4 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of the Agreement in an amount consistent with the reduced term of the Agreement.~~

~~F. After~~ by either party, after receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

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

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

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

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

16
17 **XXII. THIRD PARTY BENEFICIARY**

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

20
21 **XXIII. WAIVER OF DEFAULT OR BREACH**

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

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

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4 «UC_NAME»«UC_DBA»

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6 BY: _____ DATED: _____

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8 TITLE: _____

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11 BY: _____ DATED: _____

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13 TITLE: _____

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18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

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30 BY: _____ DATED: _____

31 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 «UC_NAME»«UC_DBA»
~~JULY 1, 2010 THROUGH JUNE 30, 2012~~
«UC_START» THROUGH «UC_END»

I. AUTHORIZED AGENCIES

A. Agencies authorized to request services pursuant to the Agreement are the following:

1. The Orange County Sheriff as to ~~p~~Persons described in ~~s~~Subparagraphs V.A., V.B., V.D., and V.I. of this Exhibit A.
2. The law enforcement agency which has made an arrest of a ~~p~~Person described in ~~s~~Subparagraph V.B. of this Exhibit A.
3. The Orange County Probation Department and the Social Services Agency as to ~~p~~Persons described in ~~s~~Subparagraph V.C. of this Exhibit A.
4. The Behavioral Health Care Services Function of the Orange County Health Care Agency as to ~~p~~Persons described in ~~s~~Subparagraphs V.D., V.E., V.H., and V.K. of this Exhibit A.
5. The Orange County Public Defender as to ~~p~~Persons described in ~~s~~Subparagraph V.F. of this Exhibit A.
6. The Orange County Public Guardian as to ~~p~~Persons described in ~~s~~Subparagraph V.G. of this Exhibit A.
7. The Public Health Services Function of the Orange County Health Care Agency as to ~~p~~Persons described in ~~s~~Subparagraph V.J. of this Exhibit A.
8. The Orange County Fire Authority which dispatches medical transportation on behalf of any authorized agency.

B. CONTRACTOR shall be responsible for ascertaining the identity of ~~p~~Persons requesting services pursuant to the Agreement and their position with the agencies listed above as being authorized signers pursuant to the Authorized Signature List. COUNTY shall have no responsibility for the transportation of ~~p~~Persons where agencies other than the above request such service.

C. CONTRACTOR shall be responsible for obtaining the Authorization for Medical Transportation form filled out with all information from the service requester at the time of service. If the form is not obtained, CONTRACTOR may not bill COUNTY or patient for the services.

II. AVAILABILITY OF SERVICES

CONTRACTOR agrees to provide the services specified in Exhibits D and E to the Agreement.

A. AMBULANCE SERVICES

1. If CONTRACTOR agrees to provide ambulance services, CONTRACTOR agrees to keep

1 ambulance equipment available on a twenty-four (24)-hour basis and to respond with its own equipment
 2 to all calls made pursuant to the Agreement. However, when CONTRACTOR's own equipment is not
 3 available by reason of prior use or for any reason beyond the control of the CONTRACTOR, such fact
 4 will be immediately made known to the pPerson or agency requesting the service so that alternate
 5 arrangements may be made to provide the requested transportation. CONTRACTOR shall not refer the
 6 request to another service provider.

7 ~~2~~ 2. CONTRACTOR shall communicate to the designated authorized signer at the
 8 Authorized Agency prior to placing any Person in soft restraints of such intent.

9 3. Reimbursement for Ambulance services provided pursuant to the Agreement shall be as
 10 specified in Exhibit B to the Agreement.

11 B. VAN SERVICES

12 1. If CONTRACTOR agrees to provide van services, CONTRACTOR agrees to provide
 13 wheelchair and litter van service on a scheduled basis as reasonably established by ADMINISTRATOR
 14 and to respond to unscheduled requests made pursuant to the Agreement. However, when
 15 CONTRACTOR's own equipment is not available by reason of prior use or for any reason beyond the
 16 control of the CONTRACTOR, such fact will be immediately made known to the pPerson or agency
 17 requesting the service so that alternate arrangements may be made to provide the requested
 18 transportation. CONTRACTOR shall not refer the request to another service provider.

19 2. CONTRACTOR, providing services to pPersons described in sSubparagraphs V.D., E., F.,
 20 G., and H. of this Exhibit A to the Agreement, shall provide two (2) staff per van. At least one (1) will
 21 be an Emergency Medical Technician (EMT) 1-A and shall possess a certificate of completion from a
 22 COUNTY-approved EMT 1-A training program. The EMT 1-A shall be with the patient during
 23 transportation, in the rear part of the van normally used for patient transport.

24 3. Reimbursement for van services provided pursuant to the Agreement shall be as specified in
 25 Exhibit C to the Agreement.

26 C. ADMINISTRATOR shall distribute on a monthly basis a Rotation Schedule which shall be used
 27 to determine which CONTRACTOR will be called first for requested service.

28 **III. DEFINITION OF SERVICE CATEGORIES**

29 A. Emergency Service shall mean any sudden or serious illness or injury requiring immediate
 30 medical attention, where delay in providing such services may aggravate the medical condition or cause
 31 the loss of life. Emergency Service shall be determined by the requesting agency and communicated to
 32 the CONTRACTOR at the time of the request for service. CONTRACTOR must arrive on site as
 33 quickly as possible and in no event longer than ten (10) minutes; provided, however, that where the
 34 service is provided to pPersons described in subparagraph V.D. to this Exhibit A to the Agreement, the
 35 requesting agency may permit a twenty (20) minute response time when the incident is unaccompanied
 36 by any life-threatening medical emergency. Where the response time is not in accordance with these
 37

1 requirements, CONTRACTOR shall be reimbursed at non-emergency rates unless the requesting agency
 2 determines that there was good cause not within the control of CONTRACTOR for the delay. The
 3 determination by COUNTY as to whether or not a particular incident requires emergency service shall
 4 be binding on COUNTY and CONTRACTOR.

5 B. Non-Emergency Service shall be determined by the requesting agency. CONTRACTOR shall
 6 be given at least forty (40) minutes prior notice of the need for service. Failure of the requesting agency
 7 to provide such notice shall authorize CONTRACTOR to refuse to provide non-emergency service.
 8 However, if CONTRACTOR chooses to provide the service when such notice is not given, the
 9 CONTRACTOR is deemed to have waived this requirement.

10 C. Dry Run shall occur whenever an authorized agency has requested medical transportation
 11 service for pPersons to be served and, for whatever reason, after CONTRACTOR responds,
 12 CONTRACTOR's services are not required.

13 D. Night Rate payment will be authorized by COUNTY whenever the request for such service
 14 occurs after 7 p.m. in the evening and before 7 a.m. in the morning.

15 E. Multiple Passengers means that more than one patient is transported on the same request for
 16 services. Multiple passenger bills shall be submitted on County Form F272-01.1841 and attached
 17 together in order to preclude the possibility of billing mileage more than once for one (1) authorized
 18 request for services.

19 **IV. PAYMENT PROCESS**

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 21 A. CONTRACTOR shall submit invoices for completed runs in the form and manner required by
 22 ADMINISTRATOR and in no event later than nine (9) months following provision of the service.
 23 CONTRACTOR shall submit the following:

- 24 1. Original Bill to COUNTY for Medical Transportation;
- 25 2. Authorization for Medical Transportation form with original signature;
- 26 3. Copy of Medi-Cal or insurance denial, if applicable.

27 B. CONTRACTOR shall make a reasonable effort to collect reimbursement from Medi-Cal,
 28 Medicare, or any third party insurance carrier for the service provided before billing COUNTY.
 29 Notwithstanding the foregoing, no collection attempts from the patient shall be made if the COUNTY
 30 representative authorized to order the medical transportation certifies on the Medical Transportation
 31 form that the patient is a Behavioral Health Care patient, as specified in sSubparagraphs V.D., V.E.,
 32 V.H., and V.K., of this Exhibit A, and has no financial liability for the service. CONTRACTOR shall
 33 not contract for, or otherwise utilize; collection agents, collection agencies, or other organizations or
 34 individuals to secure payment for services rendered to pPersons transported under sSubparagraphs V.D.,
 35 V.E., V.F., V.G., V.H., and V.K. of this Exhibit A to the Agreement. All collection efforts shall be
 36 conducted by pPersons directly and solely responsible to, and on the paid staff of, the CONTRACTOR.

37 C. CONTRACTOR may request information from COUNTY concerning addresses of pPersons

1 transported by CONTRACTOR and such ~~p~~Person's current eligibility for Federal or State benefits in
 2 connection with such transportation only where transportation has been provided to a ~~p~~Person under one
 3 of the defined Service Categories in Subparagraph III of this Exhibit A of the Agreement at the request
 4 of an Authorized Agency.

6 **V. DEFINITION OF PERSONS TO BE SERVED**

7 COUNTY shall be responsible for services provided to the following ~~p~~Persons only:

8 A. Persons in the custody of the Orange County Sheriff by reason of the alleged commission or the
 9 conviction of a crime.

10 B. Persons arrested by any law enforcement agency for a violation of any provisions of the laws of
 11 the State of California or County Ordinances which are made a crime and where the proper place for
 12 detention is in the custody of the Orange County Sheriff.

13 C. Juveniles residing in or being transported to or from a COUNTY juvenile institution.

14 D. Persons detained by Orange County Behavioral Health Care Services Function clinical
 15 ~~p~~Personnel or the Orange County Sheriff pursuant to Welfare and Institutions Code Section 5150 for
 16 transportation to an evaluation and treatment facility.

17 E. Persons who are the responsibility of COUNTY under the Lanterman-Petris-Short Act or the
 18 Short-Doyle Act, Welfare and Institutions Code Sections 5000-58001 and who require transportation
 19 between one mental health facility and another mental health facility, or between a mental health facility
 20 and a health facility.

21 F. Persons who are clients of the Orange County Public Defender and who require transportation
 22 to or from court in connection with conservatorship proceedings.

23 G. Persons who are conservatees of the Orange County Public Guardian and who require
 24 transportation to or from court in connection with conservatorship proceedings.

25 H. Persons in a COUNTY-operated Drug or Alcohol Program or COUNTY-contracted Drug or
 26 Alcohol Residential Treatment Program and who require transportation to or from a COUNTY-operated
 27 Drug or Alcohol Program, COUNTY-contracted Drug or Alcohol Residential Treatment Program, a
 28 mental health or health treatment facility.

29 I. Persons for whom transportation services have been requested by the Orange County Sheriff
 30 pursuant to California Government Code Section 26612.

31 J. Persons who, while attending an Orange County Public Health Clinic, experience an
 32 anaphylactic reaction to treatment or other factor related to the COUNTY's medical management of the
 33 patient and requires emergency transportation to a hospital.

34 K. Persons for whom transportation services have been requested by Orange County Behavioral
 35 Health Care Services Function clinical ~~p~~Personnel for transportation to an inpatient mental health
 36 facility, other mental health facilities, or a health facility.

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1 **VI. DEFINITION OF PERSONS EXCLUDED FROM SERVICE**

2 Persons to whom service has been provided through use of 911 dispatches are not covered under this
3 Agreement.

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5 **VII. REIMBURSEMENT**

6 A. COUNTY shall reimburse CONTRACTOR for services provided to ~~p~~Persons identified in
7 Subparagraph V. of this Exhibit A, less revenue from any other source, within forty-five (45) days after
8 receipt of approved invoices and required supporting documentation submitted within the time limit set
9 forth in ~~P~~Subparagraph IV. Reimbursement shall be made in accordance with the rates set forth in
10 Exhibits B and C to the Agreement. COUNTY shall have no obligation to process or pay invoices
11 which are not submitted within such time limits, as stated in ~~s~~Subparagraph IV.A. of this Exhibit A to
12 the Agreement. CONTRACTOR shall comply with the invoice submittal process established by
13 ADMINISTRATOR.

14 B. All payments made to CONTRACTOR by or on behalf of a ~~p~~Person transported shall be
15 credited to said ~~p~~Person's account and the liability of COUNTY shall be decreased by a like amount.

16 1. If any payment is received by CONTRACTOR from or on behalf of a ~~p~~Person to or for
17 whom services were rendered by CONTRACTOR, and CONTRACTOR has previously been paid by
18 COUNTY, within thirty (30) days of receipt CONTRACTOR shall refund to COUNTY an amount not
19 to exceed the total amount previously paid by COUNTY. COUNTY may deduct these amounts from
20 any sums due to CONTRACTOR from future billings.

21 2. Upon submission of invoices to COUNTY as provided herein, CONTRACTOR agrees to
22 cease all further attempts at collection from the ~~p~~Person transported, his estate, or ~~p~~Persons legally liable
23 for the cost of such medical transportation service.

24 3. CONTRACTOR shall maintain on a monthly basis, financial records to include the
25 following information for all ambulance or van trips made under the Agreement:

- 26 a. Patient's name
27 b. Date of trip
28 c. Amount billed
29 d. Amount collected
30 e. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
31 f. Amount to be refunded to COUNTY if payment was made by COUNTY prior to

32 CONTRACTOR receiving payment from any other source.

33 C. CONTRACTOR shall receive no reimbursement for Dry Runs.

34 D. If a van is ordered by an Authorized Agency and an ambulance is used by CONTRACTOR,
35 COUNTY shall reimburse CONTRACTOR at the van rates set forth in Exhibit C.

36 E. Unlisted supplies provided in service of the Agreement must be itemized when billed for with
37 an attached manufacturer or supplier invoice showing the wholesale price. An internal company invoice

1 or catalog page shall not be accepted, and such costs shall be deducted from the invoice. The contents of
2 any kit billed for must be listed in the Other "itemized" field of the COUNTY billing form
3 (F272-01.1846.3). Identify items billed on the invoice with an underline, check mark or circle, or the
4 claim may be denied for inadequate documentation.

5 F. All appeals to reimbursements must be made within thirty (30) days of the date of the subject
6 reimbursement check; after which such reimbursements provided by COUNTY shall be final and not
7 subject to appeal.

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 «UC_NAME»«UC_DBA»
~~JULY 1, 2010 THROUGH JUNE 30, 2012~~
«UC_START» THROUGH «UC_END»

AMBULANCE TRANSPORTATION RATES

A. SERVICE	RATE
1. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 a.m. to 7 p.m.).....	\$118.20
2. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 p.m. to 7 a.m.).....	128.08
3. Non-emergency transportation (7 a.m. to 7 p.m.), 1 patient	107.16
4. Non-emergency transportation (7 p.m. to 7 a.m.), 1 patient	117.04
5. Response to call (day and evening), 2 patients, each patient	37.02
Emergency run.....	9.88
6. Mileage one-way per mile.....	3.55
7. Electrocardiogram, routine ECG with at least 12 leads; tracing only without interpretation and report.....	16.07
8. Rhythm ECG, one to three leads; tracing only without interpretation and report....	16.07
9. Compressed air for infant respirator	10.23
8.	10.00 Extra
attendant – RN/EMT first hour.	16.44
11 9. Extra attendant – RN/EMT 2nd and 3rd hour each	11.51
12	
10.....	10.00 Extra
attendant – RN/EMT (each additional hour)	5.25
13 11. Oxygen – per tank.....	9.88
14 12. Neonatal intensive care incubator.....	51.49
15 13. Waiting time over 15 minutes – each 15 minutes	9.88

B. Payment is made at Medi-Cal rates. The above rates shall be adjusted by ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted for Medi-Cal Services pursuant to

1 Section 51527, Title 22, California Code of Regulations.
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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
MEDICAL TRANSPORTATION SERVICES WITH
«UC_NAME»«UC_DBA»
~~JULY 1, 2010 THROUGH JUNE 30, 2012~~
«UC_START» THROUGH «UC_END»

WHEELCHAIR VAN AND LITTER VAN TRANSPORTATION RATES

A. <u>SERVICE</u>	<u>RATE</u>
1. Response to call, non-litter patient, 1 patient.....	\$17.65
a. 2 patients, each patient.....	14.10
b. 3 patients, each patient.....	11.17
c. 4 or more patients, each patient	10.01
2. Wheelchair use89
3. Response to call, litter patient, 1 patient	26.29
4. Attendant.....	5.52
5. Waiting time over 15 minutes – each 15 minutes.....	5.65
6. Mileage one-way per mile.....	1.30
7. Night call – 7:00 p.m. to 7:00 a.m. (applicable at time of request).....	6.13
8. Oxygen – per tank	11.86

B. Payment is made at Medi-Cal rates. The above rates shall be adjusted by ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted for Medi-Cal Services pursuant to Section 51527, Title 22, California Code of Regulations.

C. The rates for transportation of more than one litter patient in a litter van will be adjusted by ADMINISTRATOR to reflect the same percentage increase or decrease, if any, in the rates for transport of two, three, and four non-litter patients.

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EXHIBIT D
 TO AGREEMENT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 «UC_NAME»«UC_DBA»
 JULY 1, 2010 THROUGH JUNE 30, 2012
 «UC_START» THROUGH «UC_END»
SPECIFIC SERVICES AND LICENSED AREAS (IN-COUNTY)

Tax I.D. # «TAX_ID»

A. CONTRACTOR agrees to provide the following medical transportation services pursuant to the terms and conditions specified in the Agreement for Provision of Medical Transportation Services by and between COUNTY and CONTRACTOR dated July 1, 2010 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Ambulance
Service

Van
Service

«IC_AMB»

«IC_VAN»

B. At the execution of the Agreement, CONTRACTOR is licensed to pick-up patients in the following cities:

<u>«ALS_VIEJO»</u> Aliso Viejo	<u>«LA_HAB»</u> La Habra	<u>«RSM»</u> Rancho Santa Margarita
<u>«ANA»</u> Anaheim	<u>«LA_PLM»</u> La Palma	<u>«SCLEM»</u> San Clemente
<u>«BREA»</u> Brea	<u>«LGN_BCH»</u> Laguna Beach	<u>«SJC»</u> San Juan Capistrano
<u>«BNA_PRK»</u> Buena Park	<u>«LGN_HLS»</u> Laguna Hills	<u>«SNT_ANA»</u> Santa Ana
<u>«COSTA_MESA»</u> Costa Mesa	<u>«LGN_NGL»</u> Laguna Niguel	<u>«SEAL_BCH»</u> Seal Beach
<u>«CYP»</u> Cypress	<u>«LGN_WDS»</u> Laguna Woods	<u>«STNTN»</u> Stanton
<u>«DAN_PNT»</u> Dana Point	<u>«LK_FRST»</u> Lake Forest	<u>«TSTN»</u> Tustin
<u>«FON_VAL»</u> Fountain Valley	<u>«LOS_ALMTS»</u> Los Alamitos	<u>«VLA_PRK»</u> Villa Park
<u>«FLLRTN»</u> Fullerton	<u>«M_VIEJO»</u> Mission Viejo	<u>«WSTMNSTR»</u> Westminster
<u>«GGROVE»</u> Garden Grove	<u>«NPRT_BCH»</u> Newport Beach	<u>«YRBA_LND»</u> Yorba Linda
<u>«HTG_BCH»</u> Huntington Beach	<u>«ORNG»</u> Orange	
<u>«IRV»</u> Irvine	<u>«PLCNTIA»</u> Placentia	

1 C. CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of those
2 cities and corresponding licenses in which CONTRACTOR is licensed to pick up patients.
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EXHIBIT E
 TO AGREEMENT FOR PROVISION OF
 MEDICAL TRANSPORTATION SERVICES WITH
 «UC_NAME»«UC_DBA»
 JULY 1, ~~2012~~ THROUGH JUNE 30, ~~2015~~²
SPECIFIC SERVICES AND LICENSED AREAS (OUT OF COUNTY)

Tax I.D. # «TAX_ID»

A. CONTRACTOR agrees to provide the following medical transportation services pursuant to the terms and conditions specified in the Agreement for Provision of Medical Transportation Services by and between COUNTY and CONTRACTOR dated July 1, 2010 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Ambulance
Service

Van
Service

«IC AMB»

«IC VAN»

B. At the execution of the Agreement, CONTRACTOR is licensed to pick-up patients in the following cities:

Los Angeles County

Riverside County

«ARTSIA» Artesia

«LKVIEW» Lakeview

«RVRSDE» Riverside

«BFLWR» Bellflower

«LKWOOD» Lakewood

«B_GRDNS» Bell Gardens

«LNG_BCH» Long Beach

San Bernardino County

«CRTOS» Cerritos

«L_A» Los Angeles

«CLTON» Colton

«CTY_IND» City of Industry

«NRWLK» Norwalk

«HGHLND» Highland

«CVNA» Covina

«PRAMNT» Paramount

«SN_BDO» San Bernardino

«DWNV» Downey

«PCO_RVRA» Pico Rivera

«DURTE» Duarte

«PMNA» Pomona

San Diego County

«EL_MNTE» El Monte

«RSEMED» Rosemead

«CRLSBD» Carlsbad

«INGLWD» Inglewood

«S_PDRO» San Pedro

«NTL_CTY» National City

«L_MIRDA» La Mirada

«SYLMR» Sylmar

«VSTA» Vista

C. CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of those

1 cities and corresponding licenses in which CONTRACTOR is licensed to pick up patients.
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