

1 AGREEMENT FOR PROVISION OF
2 MEDICAL TRANSPORTATION SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND

6 _____
7 _____
8
9 «UC_NAME»«UC_DBA»
10 «UC_START» THROUGH «UC_END»

11
12 THIS AGREEMENT entered into this _____«BEGIN__DAY» day of _____,
13 «BEGIN_MONTH», «BEGIN__YEAR», which date is enumerated for purposes of reference only, is
14 by and between the COUNTY OF ORANGE (COUNTY), and
15 «UC_NAME»«LC_DBA» (CONTRACTOR). ~~This~~The Agreement shall be administered by the
16 County of Orange Health Care Agency (ADMINISTRATOR).

17
18 WITNESSETH:

19
20 WHEREAS, COUNTY desires to assure the availability of prompt medical transportation services
21 for persons for whom COUNTY has statutory obligations to provide medical care, and for other persons
22 whose transport by ambulance or van will assist ~~COUNTY'S~~COUNTY's employees in carrying out
23 their duties; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: _____ through Indefinite **Term:** «LC_START» through «LC_END»

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»

CONTRACTOR'S «LC_NAME»«LC_DBA»
«ADDRESS»
«CITYSTATEZIP»

CONTRACTOR'S Insurance Coverages:

Coverage Minimum Limits

1 ~~Workers' Compensation and Employer's~~ Commercial General Liability ~~Statutory~~
 2 ~~Professional Liability~~ with \$1,000,000
 3 ~~Comprehensive~~ broad form Property damage and Combined Single limit per
 4 occurrence
 5 ~~contractual liability~~ \$2,000,000 Aggregate
 6 Automobile Liability ~~Insurance,~~ including coverage \$1,000,000
 7 ~~covering the~~ for owned, non-owned and hired
 8 ~~automobile hazards, including any COUNTY~~
 9 ~~loaned~~ vehicles Combined Single limit per occurrence

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18 Workers' Compensation Statutory
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 20 Employer's Liability Insurance \$1,000,000
 21 per occurrence
 22 Professional Liability Insurance \$1,000,000
 23 per claims made or
 24 per occurrence
 25 Sexual Misconduct \$1,000,000
 26 per occurrence

27 **I. ALTERATION OF TERMS**

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

34 **II. COMPLIANCE**

35 A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose
 36 of ensuring adherence to all rules and regulations related to federal and state health care programs.
 37 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant

1 HCA Policies and Procedures relating to the Compliance Program.

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

5 B. CONTRACTOR has the option to adhere to HCA's Compliance Program or establish its own.

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

9 2. HCA's Compliance Officer shall advise CONTRACTOR if CONTRACTOR's compliance
10 program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
11 asked to acknowledge and agree to the HCA's Code of Conduct and Compliance Program.

12 3. Upon approval of CONTRACTOR's Compliance Program by HCA's Compliance Officer,
13 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
14 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to the
15 Agreement are made aware of CONTRACTOR's Policies and Procedures.

16 4. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct, and
17 relevant policies and procedures shall constitute a material breach of the Agreement. Failure to cure
18 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
19 grounds for termination of the Agreement as to the non-complying party.

20 C. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
21 Conduct for adherence by all HCA employees and contract providers has been developed.

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

26 //
27 2. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
28 Code of Conduct shall constitute a material breach of the Agreement, and failure to cure such breach
29 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
30 termination of the Agreement as to the non-complying party.

31 D. CONTRACTOR shall screen all Covered Individuals employed or retained to provide services
32 related to the Agreement to ensure that they are not designated as "Ineligible Persons," as defined
33 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
34 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
35 of Excluded Individuals/Entities.

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

37 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the

1 federal health care programs; or

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

5 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
6 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to the
7 Agreement.

8 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and
9 July) to ensure that they have not become Ineligible Persons.

10 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
11 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
12 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

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

24 E. REIMBURSEMENT STANDARDS

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

30 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
31 payment or reimbursement of any kind.

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

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

1 F. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
2 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

9
10 **III. CONFIDENTIALITY**

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

14 B. Prior to providing any services pursuant to ~~this~~ the Agreement, all employees, subcontractors,
15 and volunteer staff or interns of CONTRACTOR shall agree, in writing, with CONTRACTOR to
16 maintain the confidentiality of any and all information and records which may be obtained in the course
17 of providing such services. The agreement shall specify that it is effective irrespective of all subsequent
18 terminations of ~~CONTRACTOR'S~~ CONTRACTOR's employees, subcontractors, and volunteers or
19 interns.

20
21 **IV. DELEGATION AND ASSIGNMENT**

22 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
23 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
24 pursuant to ~~this~~ the Agreement may be carried out by means of subcontracts, provided such subcontracts
25 are approved in writing by ADMINISTRATOR, meet the requirements of ~~this~~ the Agreement as they
26 relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR
27 may require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to
28 COUNTY pursuant to ~~this~~ the Agreement.

29 ~~B.~~ CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
30 prior written consent of COUNTY. ~~Any~~

31 B. For CONTRACTORS which are for-profit organizations, any change in the business structure,
32 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
33 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
34 change in fifty percent (50%) or more of ~~CONTRACTOR'S~~ CONTRACTOR's directors at one time
35 shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in
36 derogation of this paragraph shall be void.

V. INDEMNIFICATION AND INSURANCE

~~A. Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees from all liability, claims, losses and demands, including defense costs, whether resulting from court action or otherwise, arising out of the acts or omissions of the indemnifying party, its officers, agents or employees, or the condition of property used in the performance of this Agreement.~~

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 personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to the 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 personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to the 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.

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

~~BD.~~ Without limiting ~~CONTRACTOR’S~~ CONTRACTOR’s indemnification, CONTRACTOR warrants that it is self-insured or shall maintain in force at all times during the term of ~~this~~ the Agreement ~~a,~~ the policy, or policies, of insurance covering its operations placed with reputable insurance companies in amounts as specified on Page 34 of ~~this~~ the Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

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

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

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

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

3. ~~"This insurance shall not be canceled, limited or non-renewed until after thirty (30) calendar days written notice has been given to Orange County HCA/Contract Development and Management Services, 405 West 5th Street, 6th Floor Suite 600, Santa Ana, California CA 92701."~~

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

VI. 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, medical and client records, of CONTRACTOR ~~which such persons deem~~ that are directly pertinent to ~~this~~ the 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 ~~Exhibit A to this~~ the Agreement. Such persons may at all reasonable times; inspect or otherwise evaluate the services provided pursuant to ~~this~~ the Agreement, and the premises in which they are provided.

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through ~~this~~ the Agreement, COUNTY may terminate ~~this~~ the 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) calendar days after receiving notice from ~~COUNTY~~ ADMINISTRATOR.

//

2. If the audit reveals that money is payable from one party to the other, that is,

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

7 8 **VII. LICENSES AND LAWS**

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

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

19 **C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

37 3. It is expressly understood that this data will be transmitted to governmental agencies

1 charged with the establishment of child support orders, or as permitted by federal and/or state statute.

3 VIII. NONDISCRIMINATION

4 ~~A. Employment~~ | A. EMPLOYMENT

5 1. ~~Affirmative Action~~ CONTRACTOR shall ~~be taken to~~ ensure that applicants are employed,
6 and that employees are treated during employment, without regard to their ethnic group identification,
7 race, religion, ancestry, color, creed, ~~color~~, sex, marital status, national origin, age (~~over 40~~ and over),
8 sexual preference, medical condition, or physical or mental disability. Such ~~Affirmative Action~~ action
9 shall include, but not be limited to the following: employment, ~~upgrading~~ upgrade, demotion or transfer;
10 recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of
11 compensation; and selection for training, including apprenticeship. There shall be posted in
12 conspicuous places, available to employees and applicants for employment, notices from
13 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
14 the provisions of the Equal Opportunity ~~Clause~~ clause.

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

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

26 ~~4. In the event of non-compliance with this paragraph or as otherwise provided by State and~~
27 ~~Federal law, this Agreement may be canceled, terminated or suspended in whole or in part and~~
28 ~~CONTRACTOR may be declared ineligible for further contracts.~~

29 B. ~~Services, Benefits, and Facilities~~ SERVICES, BENEFITS, AND FACILITIES -
30 CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the
31 accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color,
32 creed, ~~color~~, sex, marital status, national origin, age (~~over 40~~ and over), sexual preference, medical
33 condition, or physical or mental disability in accordance with Title IX of the Education Amendments of
34 1972; Title VI of the Civil Rights Act of 1964,
35 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
36 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
37 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by ~~State~~ state

1 law and regulations, as all may now exist or be hereafter amended or changed.

2 1. For the purpose of this subparagraph B., ~~“discrimination” means denying a client or~~
 3 ~~potential client any service, benefit, or accommodation that would be provided to another and-~~
 4 includes, but is not limited to, the following based on one or more of the factors identified above:

5 a. Denying a client or potential client any service ~~or~~, benefit, or ~~availability of a~~
 6 ~~facility~~ accommodation.

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

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

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

14 e. Assignment of times or places for the provision of services ~~on the basis of ethnic group~~
 15 ~~identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age (over 40),~~
 16 ~~sexual preference, medical condition, or physical or mental disability of the clients to be served.~~

17 2. Complaint Process -- CONTRACTOR shall establish procedures for advising all clients
 18 through a written statement that ~~CONTRACTOR'S~~ CONTRACTOR's clients may file all complaints
 19 alleging discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
 20 U.S. Department of Health and Human ~~Services~~ Services' Office for Civil Rights.
 21 ~~CONTRACTOR'S~~ CONTRACTOR's statement shall advise clients of the following:

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

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

28 C. ~~Persons with Disabilities~~ PERSONS WITH DISABILITIES - CONTRACTOR agrees to
 29 comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as
 30 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A.
 31 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities
 32 in all programs or activities, as they exist now or may be hereafter amended together with succeeding
 33 legislation.

34 D. ~~Retaliation~~ RETALIATION - Neither CONTRACTOR, nor its employees or agents shall
 35 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
 36 secured by ~~Federal~~ federal or ~~State~~ state laws, or because such person has filed a complaint, certified,
 37 assisted or otherwise participated in an investigation, proceeding, hearing or any other activity

1 undertaken to enforce rights secured by ~~Federal~~ federal or ~~State~~ state law.

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

6
7 **IX. NOTICES**

8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
9 authorized or required by ~~this~~ the Agreement shall be effective ~~when~~:

10 1. When written and deposited in the United States mail, first class postage prepaid and
11 addressed as specified on Page 34 of ~~this~~ the Agreement: or as otherwise directed by
12 ADMINISTRATOR;

13 2. When faxed, transmission confirmed;

14 3. When sent by electronic mail; or

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

17 B. Termination Notices shall be ~~effective when written and deposited in the United States mail,~~
18 ~~certified, return receipt requested, and~~ addressed as specified on Page 34 of ~~this~~ the Agreement or as
19 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
20 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
21 expedited delivery service.

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

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

30
31 **X. PAYMENTS AND SERVICES**

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

XI. RECORDS MANAGEMENT AND MAINTENANCE

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

1. 45 CFR, HIPAA Privacy Rule (Designated Record Set).
2. State of California, Health and Safety Code §§123100 – 123149.5.

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

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

D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the definition of medical records and identified this new record set as a Designated Record Set (DRS). 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

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

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

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

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

1 longer.

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

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

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

9 M. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
10 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that
11 is requested by the PRA request.

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16 **XII. SEVERABILITY**

17 If a court of competent jurisdiction declares any provision of ~~this~~ the Agreement or application
18 thereof to any person or circumstances to be invalid or if any provision of ~~this~~ the Agreement
19 contravenes any Federal, State or County statute, ordinance, or regulation, the remaining provisions of
20 ~~this~~ the Agreement or the application thereof shall remain valid, and the remaining provisions of ~~this~~ the
21 Agreement shall remain in full force and effect, and to that extent the provisions of ~~this~~ the Agreement
22 are severable.

23
24 **XIII. STATUS OF CONTRACTOR**

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

35
36 **XIV. TERM**

1 The term of ~~this~~ the Agreement shall commence as specified on Page 34 of ~~this~~ the Agreement and
 2 shall remain in effect until such time as it is terminated in accordance with paragraph ~~XIII~~XV. of ~~this~~ the
 3 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would
 4 normally extend beyond this term, including but not limited to, obligations with respect to
 5 confidentiality, indemnification, audits, reporting, and accounting.

7 XV. TERMINATION

8 | A. Either party may terminate ~~this~~ the Agreement, without cause, upon thirty (30) calendar days
 9 written notice given the other party. ~~Notice for COUNTY may be given by ADMINISTRATOR.~~

10 B. ~~Either party~~ Unless otherwise specified in the Agreement, COUNTY may terminate ~~this~~ the
 11 Agreement upon five (5) calendar days written notice ~~given the other,~~ if ~~either party~~ CONTRACTOR
 12 fails to perform any of the terms of ~~this Agreement, provided the allegedly breaching party has been~~
 13 ~~given notice of the alleged breach, and has failed to cure the alleged breach within thirty (30) days.~~
 14 ~~Notice shall be deemed served on the date of mailing~~ Agreement. At ADMINISTRATOR's sole
 15 discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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

- 18 1. The loss by CONTRACTOR of legal capacity.
- 19 2. Cessation of services.
- 20 3. The delegation or assignment of ~~CONTRACTOR'S~~ CONTRACTOR's services, operation
 21 or administration to another entity without the prior written ~~approval by ADMINISTRATOR~~ consent of
 22 COUNTY.

23 D. CONTINGENT FUNDING

- 24 1. Any obligation of COUNTY under the Agreement is contingent upon the following:
 25 a. The continued availability of federal, state and county funds for reimbursement of
 26 COUNTY's expenditures, and
 27 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
 28 approved by the Board of Supervisors.

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

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

34 F. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 35 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
 36 is consistent with ~~recognized standards of quality care and prudent business practice.~~
- 37 2. Obtain immediate clarification from ADMINISTRATOR, ~~whether in writing or by~~

1 ~~meeting~~, of any unsettled issues of contract performance during the remaining contract term.

2 3. ~~Until the date of termination, continue to provide the same level of service required by this~~
3 ~~Agreement~~ If records are to be transferred to COUNTY, pack and label such records in accordance with
4 directions provided by ADMINISTRATOR.

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

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11 **XVI. WAIVER OF DEFAULT OR BREACH**

12 Waiver of any default by CONTRACTOR shall not be considered a waiver of any subsequent
13 default. Waiver of any breach by CONTRACTOR of any provision of ~~this~~ the Agreement shall not be
14 considered a waiver of any subsequent breach. Waiver of any default or any breach by CONTRACTOR
15 shall not be considered a modification of the terms of ~~this~~ the Agreement.

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Attachment B. Redline Version to Attachmetn A

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

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4 -
5 «UC_NAME»«UC_DBA»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

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12 BY: _____ DATED: _____

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14 TITLE: _____

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19 COUNTY OF ORANGE

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22 BY: _____ DATED: _____

23 ~~CHAIRMAN OF THE BOARD OF SUPERVISORS~~

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25
26 ~~SIGNED AND CERTIFIED THAT A COPY~~
27 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~
28 ~~TO THE CHAIRMAN OF THE BOARD.~~

29
30 _____ DATED: _____

31 ~~DARLENE J. BLOOM~~
32 ~~Clerk of the Board of Supervisors~~
33 ~~of Orange County, California~~

34 HEALTH CARE AGENCY

35
36
37 APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
MEDICAL TRANSPORTATION SERVICES WITH
«UC_NAME»«UC_DBA»

I. AUTHORIZED AGENCIES

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

1. The Orange County Sheriff as to persons described in subparagraphs V.A., B., D., and I. of this Exhibit A.

2. The law enforcement agency which has made an arrest of a person described in subparagraph V.B. of this Exhibit A.

3. The Orange County Probation Department and the Social Services Agency as to persons described in subparagraph V.C. of this Exhibit A.

4. The Behavioral Health Care Services Function of the Orange County Health Care Agency as to persons described in ~~subparagraph~~ subparagraphs V.D., E., H., and K. of this Exhibit A.

5. The Orange County Public Defender as to persons described in subparagraph V.F. of this Exhibit A.

6. The Orange County Public Guardian as to persons described in subparagraph V.G. of this Exhibit A.

7. The Public Health Services Function of the Orange County Health Care Agency as to persons described in 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 persons requesting services pursuant to ~~this~~ 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 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 ~~Exhibit~~ Exhibits D and E to ~~this~~ the Agreement.

A. AMBULANCE SERVICES –

1. If CONTRACTOR agrees to provide ambulance services, CONTRACTOR agrees to keep ambulance equipment available on a twenty-four (24)-hour basis and to respond with its own equipment

1 to all calls made pursuant to ~~this~~ the Agreement. However, when ~~CONTRACTOR'S~~ CONTRACTOR'S
 2 own equipment is not available by reason of prior use or for any reason beyond the control of the
 3 CONTRACTOR, such fact will be immediately made known to the person or agency requesting the
 4 service so that alternate arrangements may be made to provide the requested transportation.
 5 CONTRACTOR shall not refer the request to another service provider.

6 #

7 2. Reimbursement for Ambulance services provided pursuant to ~~this~~ the Agreement shall be
 8 as specified in Exhibit B to ~~this~~ the Agreement.

9 B. VAN SERVICES—

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

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

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

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

28 ~~1. If CONTRACTOR agrees to provide Critical Care Transportation (CCT) services,~~
 29 ~~CONTRACTOR shall provide these services on a scheduled basis as reasonably determined by~~
 30 ~~ADMINISTRATOR, and to respond to unscheduled requests made pursuant to this Agreement.~~
 31 ~~However, when CONTRACTOR'S own equipment is not available for any reason due to prior use or~~
 32 ~~for any reason beyond the control of the CONTRACTOR, such fact will be immediately made known to~~
 33 ~~the person or agency requesting the service so that alternate arrangements may be made to provide the~~
 34 ~~requested transportation. CONTRACTOR shall not refer to the request to another service provider.~~

35 ~~2. Reimbursement rates for CCT services provided pursuant to this Agreement shall be as~~
 36 ~~specified in Exhibit D to this Agreement. Said charges shall be verified by submission of a copy of the~~

1 ~~“physician order sheet” signed by the physician ordering CCT services. All services provided shall be~~
 2 ~~in conformance with the Critical Care Transportation Guidelines established by ADMINISTRATOR.~~

4 **III. DEFINITION OF SERVICE CATEGORIES**

5 A. Emergency Service shall mean any sudden or serious illness or injury requiring immediate
 6 medical attention, where delay in providing such services may aggravate the medical condition or cause
 7 the loss of life. Emergency Service shall be determined by the requesting agency and communicated to
 8 the CONTRACTOR at the time of the request for service. CONTRACTOR must arrive on site as
 9 quickly as possible and in no event longer than ten (10) minutes; provided, however, that where the
 10 service is provided to persons described in subparagraph V.D. to this Exhibit A to the Agreement, the
 11 requesting agency may permit a twenty (20) minute response time when the incident is unaccompanied
 12 by any life-threatening medical emergency. Where the response time is not in accordance with these
 13 requirements, CONTRACTOR shall be reimbursed at non-emergency rates unless the requesting agency
 14 determines that there was good cause not within the control of CONTRACTOR for the delay. The
 15 determination by COUNTY as to whether or not a particular incident requires emergency service shall
 16 be binding on COUNTY and CONTRACTOR.

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

22 C. “Dry Run” shall occur whenever an authorized agency has requested medical transportation
 23 service for ~~an authorized category of~~ persons to be served and, for whatever reason, after
 24 CONTRACTOR responds, ~~CONTRACTOR’S~~ CONTRACTOR’S services are not required.

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

27 E. Multiple Passengers means that more than one patient is transported on the same request for
 28 services. Multiple passenger bills shall be submitted on County Form F272-~~1.1946.01.1841~~ and
 29 attached together in order to preclude the possibility of billing mileage more than once for one (1)
 30 authorized request for services.

32 **IV. PAYMENT PROCESS**

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

- 36 1. Original Bill to ~~the County of Orange~~ COUNTY for Medical Transportation;
- 37 2. Authorization for Medical Transportation form with original signature;

1 3. Copy of Medi-Cal or insurance denial, if applicable.

2 B. CONTRACTOR shall make a reasonable effort to collect reimbursement from Medi-Cal,
3 Medicare, or any third party insurance carrier for the service provided before billing COUNTY.
4 Notwithstanding the foregoing, no collection attempts from the patient ~~need~~ shall be made if the
5 COUNTY representative authorized to order the medical transportation certifies on the ~~request~~ Medical
6 Transportation form that the patient is a Behavioral Health Care patient, as specified in subparagraphs
7 V.D., E., H., and K., of this Exhibit A, and has no financial liability for the service. CONTRACTOR
8 shall not contract for, or otherwise utilize; collection agents, collection agencies, or other organizations
9 or individuals to secure payment for services rendered to persons transported under subparagraphs V.D.,
10 E., F., G., H., and K. of this Exhibit A to the Agreement. All collection efforts shall be conducted by
11 persons directly and solely responsible to, and on the paid staff of, the CONTRACTOR.

12 #

13 C. CONTRACTOR may request information from ~~ADMINISTRATOR~~ COUNTY concerning
14 addresses of persons transported by CONTRACTOR and such person's current eligibility for Federal or
15 State benefits in connection with such transportation only where transportation has been provided to a
16 person under one of the defined Service Categories in ~~an authorized category~~ paragraph III of this
17 Exhibit A of the Agreement at the request of an ~~authorized agency~~. ~~COUNTY shall provide to~~
18 ~~CONTRACTOR to the extent permitted by law, the information requested, including information, if~~
19 ~~available, with respect to a person's current eligibility for Federal or State benefits, but only where~~
20 ~~transportation has been provided to a person in an authorized category at the request of an authorized~~
21 ~~agency~~ Authorized Agency.

22

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

24 COUNTY shall be responsible for services provided to the following persons only:

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

27 B. Persons arrested by any law enforcement agency for a violation of any provisions of the laws of
28 the State of California or County Ordinances which are made a crime and where the proper place for
29 detention ~~would be~~ is in the custody of the Orange County Sheriff.

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

31 D. Persons detained by Orange County Behavioral Health Care Services Function clinical
32 personnel or the Orange County Sheriff pursuant to Welfare and Institutions Code Section 5150 for
33 transportation to an evaluation and treatment facility.

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

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

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

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

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

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

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

VI. RECORDS DEFINITION OF PERSONS EXCLUDED FROM SERVICE

~~A. Records CONTRACTOR shall prepare and maintain adequate records of its services provided in sufficient detail to permit an evaluation of service.~~

~~B. Records Retention~~

~~1. Financial records shall be retained by CONTRACTOR for a minimum of four (4) years.~~

~~2. Records which relate to litigation or settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement as to which exception has been taken by COUNTY or State or Federal governments, shall be retained by CONTRACTOR until disposition of such appeals, litigation, claims, or exceptions is completed.~~

~~3. Except for records which relate to litigation or settlement of claims, CONTRACTOR may, in fulfillment of its obligation to retain the records as required by the Agreement, substitute photographs, microphotographs, or other authentic reproductions of such records acceptable to ADMINISTRATOR, after the expiration of two (2) years following termination of this Agreement, unless a shorter period is authorized, in writing, by ADMINISTRATOR.~~

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

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VII. REIMBURSEMENT

1 A. COUNTY shall reimburse CONTRACTOR for services provided to persons identified in
 2 paragraph V. of this Exhibit A, less revenue from any other source, within forty-five (45) days after
 3 receipt of approved invoices and required supporting documentation submitted within the time limit set
 4 forth in Paragraph IV. Reimbursement shall be made in accordance with the rates set forth in Exhibits
 5 B, and C, and D to this the Agreement. COUNTY shall have no obligation to process or pay invoices
 6 which are not submitted within such time limits, as stated in subparagraph IV.A. of this Exhibit A to the
 7 Agreement. CONTRACTOR shall comply with the invoice submittal process established by
 8 ADMINISTRATOR.

9 B. All payments made to CONTRACTOR by or on behalf of a person transported shall be credited
 10 to said person's account and the liability of COUNTY shall be decreased by a like amount.

11 1. If any payment is received by CONTRACTOR from or on behalf of a person to or for
 12 whom services were rendered by CONTRACTOR, and CONTRACTOR has previously been paid by
 13 COUNTY, within thirty (30) days of receipt CONTRACTOR shall refund to COUNTY an amount not
 14 to exceed the total amount previously paid by COUNTY. COUNTY may deduct these amounts from
 15 any sums due to CONTRACTOR from future billings.

16 2. Upon submission of invoices to COUNTY as provided herein, CONTRACTOR agrees to
 17 cease all further attempts at collection from the person transported, his estate, or persons legally liable
 18 for the cost of such medical transportation service.

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

- 21 a. Patient's name
- 22 b. Date of trip
- 23 c. Amount billed
- 24 d. Amount collected
- 25 e. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
- 26 f. Amount to be refunded to COUNTY if payment was made by COUNTY prior to

27 CONTRACTOR receiving payment from any other source.

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

29 D. If a van is ordered by an authorized agency Authorized Agency and an ambulance is used by
 30 CONTRACTOR, COUNTY shall reimburse CONTRACTOR at the van rates set forth in Exhibit C. ~~If
 31 either a van or an ambulance is ordered and a Critical Care Transportation vehicle is provided without
 32 being requested, reimbursement shall be at van or ambulance rates, depending upon the request.~~

33 E. Unlisted supplies provided in service of the Agreement must be itemized when billed for with
 34 an attached manufacturer or supplier invoice showing the wholesale price. An internal company invoice
 35 or catalog page shall not be accepted, and such costs shall be deducted from the invoice. The contents
 36 of any kit billed for must be listed in the *Other "itemized"* field of the COUNTY billing form

1 (F272-01.1846.3). Identify items billed on the invoice with an underline, check mark or circle, or the
2 claim may be denied for inadequate documentation.

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

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EXHIBIT B
TO
AGREEMENT FOR PROVISION OF
MEDICAL TRANSPORTATION SERVICES WITH
«UC_NAME»«UC_DBA»

AMBULANCE TRANSPORTATION RATES

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<u>Service</u>	<u>Rate</u>
A. SERVICE	RATE
1. Response Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 a.m. to call 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
2. 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
3. Emergency run	9.88
6. Mileage one-way per mile	3.55
4. Night call — 7:00 p.m. to 7:00 a.m. (applicable at time of request)	9.88
5. Emergency run	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. 88 Compressed air for infant respirator	10.23
6. 10. Extra attendant – RN/EMT first hour.	16.44
11. Extra attendant – RN/EMT 2nd and 3rd hour each	11.51
12. Extra attendant – RN/EMT (each additional hour)	5.25
13. Oxygen – per tank	9.88
7. 14. Neonatal intensive care incubator	51.49
8. 15. Waiting time over 15 minutes – each 15 minutes	9.88

1 B. Payment is made at Medi-Cal rates. The above rates ~~will~~ shall be adjusted by
2 ADMINISTRATOR by the amount, and effective the same date, that rates are adjusted for Medi-Cal
3 Services pursuant to
4 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»

WHEELCHAIR VAN AND LITTER VAN TRANSPORTATION RATES

<u>Service</u>	<u>Rate</u>
A. SERVICE	RATE
1. Response to call, non-litter patient, 1 patient.....	\$ 14.71 17.65
a. 2 patients, each patient	14. 71 10
b. 3 patients, each patient	11. 75 17
c. 4 or more patients, each patient.....	8.34 10.01
2. Wheelchair use.....	. 74 89
3. Response to call, litter patient.....	21.91 26.29
a. 2 patients, each patient	21.91
b. 3 patients, each patient	17.51
c. 4 or more patients, each patient.....	12.42
4. Attendant	4. 60
5. Waiting time over 15 minutes – each 15 minutes.....	4. 71 5.65
6. Mileage one-way per mile	1. 08 30
7. Night call – 7:00 p.m. to 7:00 a.m. (applicable at time of request)	5.11 6.13
8. Oxygen – per tank.....	9.88 11.86
9. Restraints.....	15.45

B. Payment is made at Medi-Cal rates. The above rates ~~will~~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.

~~2~~**C.** The rates for transportation of more than one litter patient in a litter van will be adjusted by ADMINISTRATOR, ~~effective the same date that the rate for litter van transport of one patient is being adjusted. These rates shall be adjusted~~ 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
CRITICAL CARE TRANSPORTATION RATES

~~Service~~ ~~Rate~~

~~1. Response~~ «UC_NAME»«UC_DBA»

SPECIFIC SERVICES AND LICENSED AREAS (IN-COUNTY)

Tax I.D. # «TAX_ID»

A.

CONTRACTOR agrees to call \$118.20

~~2. Mileage one-way per mile~~ ~~3.55~~

~~3. Emergency run~~ ~~9.88~~

~~4. Night call 7:00 p.m. to 7:00 a.m. (applicable at time of request)~~ ~~9.88~~

~~5. Waiting time over 15 minutes each 15 minutes~~ ~~9.88~~

~~6. Oxygen per tank~~ ~~9.88~~

~~7. Registered Nurse (per 1/2 hour of actual patient contact time)~~ ~~37.50~~

~~8. Respiratory Therapist (per 1/2 hour of actual patient contact time)~~ ~~8.00~~

~~9. Infusion Pump (use including tubing)~~ ~~20.00~~

~~10. Cardiac Monitor/Defibrillator (use including Electro's and Pads)~~ ~~20.00~~

~~11. Bird Ventilator or equivalent (use including administration tubing)~~ ~~15.00~~

~~12. *Order drugs (itemized)~~ ~~20.00~~

~~13. *Expendable~~ provide the following medical supplies (itemized) ~~20.00~~

~~**Charge(s) for drugs and/or expendable medical supplies shall not exceed fair market value or total more than \$20.00 for each category.~~

~~1. The rates for Services 2 through 6 will be adjusted by ADMINISTRATOR by the percentage increase or decrease, if any, and effective the same date that rates are adjusted for corresponding Medical Services are adjusted transportation services pursuant to Section 51527, Title 22, California Code of Regulations.~~

~~2. The rates for Service 1 and Services 7 through 13 will be adjusted by ADMINISTRATOR by the terms and conditions specified in the percentage increase or decrease, if any, and effective the same~~

1 ~~date that the Response to Call rate in Exhibit B to this Agreement, is adjusted pursuant to Section~~
 2 ~~51527, Title 22, California Code of Regulations~~ for Provision of Medical Transportation Services by
 3 and between COUNTY and CONTRACTOR dated «LC_START» as hereinafter indicated.
 4 CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided
 5 by CONTRACTOR.

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Ambulance	Van
Service	Service
«IC_AMB»	«IC_VAN»

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

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

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 34 C. CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of those
 35 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»
SPECIFIC SERVICES AND LICENSED AREAS (OUT OF COUNTY)

Contractor

Tax I.D. #

«TAX_ID»

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

Ambulance
Service

Van CCT
Service Service

«OOC_AMB»

«OOC_VAN»

B. 1.—At the execution of this the Agreement, CONTRACTOR is licensed for to pick-up patients in the following cities and/or unincorporated areas:

- | | | |
|------------------------|---------------------|----------------------------|
| _____ Anaheim | _____ La Habra | _____ San Clemente |
| _____ Brea | _____ La Palma | _____ San Juan Capistrano |
| _____ Buena Park | _____ Laguna Beach | _____ Santa Ana |
| _____ Costa Mesa | _____ Laguna Hills | _____ Seal Beach |
| _____ Cypress | _____ Laguna Niguel | _____ Stanton |
| _____ Dana Point | _____ Lake Forest | _____ Tustin |
| _____ Fountain Valley | _____ Los Alamitos | _____ Villa Park |
| _____ Fullerton | _____ Mission Viejo | _____ Westminster |
| _____ Garden Grove | _____ Newport Beach | _____ Yorba Linda |
| _____ Huntington Beach | _____ Orange | _____ Unincorporated Areas |

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Irvine Placentia

~~2.~~ Not later than July 1 of each year
that this Agreement is in effect,

<u>Los Angeles County</u>			<u>Riverside County</u>		
«ARTSIA»	Artesia	«LKVIEW»	Lakeview	«RVRSD»	Riverside
«BFLWR»	Bellflower	«LKWOOD»	Lakewood		
«B_GRDNS»	Bell Gardens	«LNG_BCH»	Long Beach	<u>San Bernardino County</u>	
«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
«DWNY»	Downey	«PCO_RVRA»	Pico Rivera		
«DURTE»	Duarte	«PMNA»	Pomona	<u>San Diego County</u>	
«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 cities and corresponding licenses in which CONTRACTOR is licensed to pick up patients.

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