

AGREEMENT FOR THE PROVISION OF  
INDIGENT AND TRAUMA CARE  
BETWEEN  
COUNTY OF ORANGE

AND

«UC\_NAME» «UC\_DBA»

JULY 1, ~~2011~~2014 THROUGH JUNE 30, ~~2012~~2016

THIS AGREEMENT (Agreement), entered into this 1st day of July, ~~2011~~2014, which date is enumerated for purposes of reference only, is by and between the County of Orange (COUNTY) and «UC\_NAME» «UC\_DBA» «UC\_DBA», a California «CORP\_STATUS» (HOSPITAL). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

~~WITNESSETH:~~ WITNESSETH:

WHEREAS, COUNTY, as provided herein, desires to reimburse hospitals which are disproportionate providers of trauma services, including pediatric trauma, and promote access to trauma care, pursuant to Health and Safety Code, Division 2.5, Section 1797.98a et seq. and Section 1797.198 et seq.; and

WHEREAS, COUNTY, as provided herein, wishes to disburse tobacco settlement revenue to hospitals pursuant to County Codified Ordinance, Article 14, Division 4, Section 1-4-250; and

WHEREAS, HOSPITAL, a general acute care facility, licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code, Sections 1250 et seq.) and the regulations promulgated pursuant thereto, is equipped, staffed and prepared to provide medical services; and

WHEREAS, HOSPITAL is willing to provide, for and in consideration of the payments provided for under this Agreement and upon the conditions hereinafter set forth, medical services to persons covered by this Agreement; and

WHEREAS, the parties desire to provide a full statement of their respective rights and responsibilities in connection with the provision of or arrangement for medical services to persons covered by this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

~~Master Allocation Period:~~ ~~Term:~~ July 1, ~~2011~~2014 through June 30, ~~2012~~2016

Period One means the period from July 1, 2014 through June 30, 2015

Period Two means the period from July 1, 2015 through June 30, 2016

Master Allocation Period: July 1, 2014 through June 30, 2015

July 1, 2015 through June 30, 2016

~~HOSPITAL Allocation Period: «BEGIN\_SVC\_DATE» through «END\_SVC\_DATE»~~ July 1, 2014  
through June 30, 2015

July 1, 2015 through June 30, 2016

**Notices to COUNTY and HOSPITAL:**

COUNTY: County of Orange Health Care Agency  
Contract Development and Management  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701

~~HOSPITAL: «LC\_NAME»«LC\_DBA»~~

~~Attention: «CONTACT»«TITLE»~~

~~«ADDRESS»~~

~~«CITY\_STATE\_ZIP»~~

**ADDITIONAL CONTACT:**

~~Attention: «CONTACT\_2»«TITLE\_2»~~

~~«ADDRESS\_2»~~

~~«CITY\_STATE\_ZIP\_2»~~

**~~HOSPITAL'S Insurance Coverages:~~**

~~Coverage~~ Minimum Limits

11 Commercial General Liability \$5,000,000 per occurrence  
 22 \$5,000,000 aggregate  
 33  
 44 Workers' Compensation Statutory  
 55 Employer's Liability Insurance \$1,000,000 per occurrence  
 66  
 77 Professional Liability Insurance \$3,000,000 per claims made or  
 88 per occurrence

99 CONTRACTOR: «LC\_NAME»  
 100 «ADDRESS»  
 111 «CITY\_STATE\_ZIP»  
 112 «CONTACT»  
 113 «CONTACT\_EMAIL»

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## I. ACRONYMS

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

1	A. ARRA	American Recovery and Reinvestment Act
2	B. ASRS	Alcohol and Drug Programs Reporting System
3	C. CCC	California Civil Code
4	D. CCR	California Code of Regulations
5	E. CEO	County Executive Office
6	F. CFR	Code of Federal Regulations
7	G. CHPP	COUNTY HIPAA Policies and Procedures
8	H. CHS	Correctional Health Services
9	I. COI	Certificate of Insurance
10	J. D/MC	Drug/Medi-Cal
11	K. DHCS	Department of Health Care Services
12	L. DPFS	Drug Program Fiscal Systems
13	M. DRS	Designated Record Set
14	N. ePHI	Electronic Protected Health Information
15	O. GAAP	Generally Accepted Accounting Principles
16	P. HCA	Health Care Agency
17	Q. HHS	Health and Human Services
18	R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
19	S. HSC	California Health and Safety Code
20	T. ISO	Insurance Services Office
21	U. MHP	Mental Health Plan
22	V. OCJS	Orange County Jail System
23	W. OCPD	Orange County Probation Department
24	X. OCR	Office for Civil Rights
25	Y. OCSD	Orange County Sheriff's Department
26	Z. OIG	Office of Inspector General
27	AA. OMB	Office of Management and Budget
28	AB. OPM	Federal Office of Personnel Management
29	AC. PA DSS	Payment Application Data Security Standard
30	AD. PC	State of California Penal Code
31	AE. PCI DSS	Payment Card Industry Data Security Standard
32	AF. PHI	Protected Health Information
33	AG. PII	Personally Identifiable Information

11	AH. PRA	Public Record Act
22	AI. SIR	Self-Insured Retention
33	AJ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
44		Act, Public Law 111-005
55	AK. USC	United States Code
66	AL. WIC	State of California Welfare and Institutions Code

**II. ALTERATION OF TERMS**

A. This Agreement, together with Exhibits A, and B attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and HOSPITAL with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No.~~

B. Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of, the terms of this Agreement ~~or any Exhibits~~, whether written or verbal, ~~made by the parties, their officers, employees or agents~~ shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement, ~~which has been~~ formally approved and executed by both parties.

**III. ASSIGNMENT OF DEBTS**

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, HOSPITAL shall assign to COUNTY any debts owing to HOSPITAL by or on behalf of persons receiving services pursuant to this Agreement. HOSPITAL shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by HOSPITAL from or on behalf of said persons, shall be immediately given to COUNTY.

**IV. COMPLIANCE**

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

1. ADMINISTRATOR shall ~~ensure that~~ provide HOSPITAL ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to ~~ADMINISTRATOR's~~ HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. ~~2.~~ HOSPITAL has the option to adhere to ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct or establish its own, provided HOSPITAL's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs below.

11 3. If HOSPITAL elects to ~~adopt ADMINISTRATOR's~~ adhere to HCA's Compliance Program;  
22 then and Code of Conduct; the HOSPITAL shall ~~ensure that its employees, subcontractors, interns,~~  
33 ~~volunteers, and members of Board~~ submit to the ADMINISTRATOR within thirty (30) calendar days of  
44 ~~Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to award of this~~  
55 Agreement ~~are made aware of ADMINISTRATOR's~~ a signed acknowledgement that HOSPITAL shall  
66 ~~comply with HCA's Compliance Program and related policies and procedures.~~ Code of Conduct.

77 4. If HOSPITAL elects to have its own Compliance Program and Code of Conduct then it shall  
88 submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to  
99 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.  
100 ADMINISTRATOR's Compliance Officer shall determine if HOSPITAL Compliance Program and  
111 Code of Conduct contains all required elements. HOSPITAL shall take necessary action to meet said  
112 standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of  
113 Conduct if the HOSPITAL's Compliance Program and Code of Conduct does not contain all required  
114 elements.

115 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer ~~shall determine~~  
116 ~~if HOSPITAL's~~ that the HOSPITAL Compliance Program ~~is accepted.~~ HOSPITAL ~~shall take necessary~~  
117 ~~action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~  
118 ~~Compliance Program.~~

119 ~~6. Upon approval~~ Code of HOSPITAL's Compliance Program by ADMINISTRATOR's  
200 ~~Compliance Officer~~ Conduct contains all required elements, HOSPITAL shall ~~acknowledge existence of~~  
211 ~~ADMINSTRATOR's Compliance Program and shall ensure that its employees, subcontractors, interns,~~  
222 ~~volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("all Covered~~  
223 ~~Individuals")~~ relative to this Agreement are made aware of HOSPITAL's Compliance Program, Code of  
224 ~~Conduct~~ and related policies and procedures.

225 7. Failure of HOSPITAL to submit its Compliance Program, Code of Conduct and relevant  
226 policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach  
227 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for  
228 termination of this Agreement as to the non-complying party.

229 B. ~~CODE OF CONDUCT~~ ADMINISTRATOR ~~has developed a Code of Conduct for adherence~~  
300 ~~by ADMINISTRATOR's employees and contract providers.~~

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332 ~~1. ADMINISTRATOR shall ensure that~~ SANCTION SCREENING - HOSPITAL ~~is made~~  
333 ~~aware of ADMINISTRATOR's Code of Conduct~~ shall -

334 ~~2. HOSPITAL has the option to adhere to ADMINISTRATOR's Code of Conduct or establish~~  
335 ~~its own.~~

336 ~~all screening policies and procedures~~ 3. ~~If HOSPITAL elects to have its own Code of~~  
337 ~~Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30)~~



11 calendar days of award of this Agreement.

22 ~~4. ADMINISTRATOR's Compliance Officer shall determine if HOSPITAL's Code of~~  
33 ~~Conduct is accepted. HOSPITAL shall take necessary action to meet said standards or shall be asked to~~  
44 ~~acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

55 ~~5. Upon approval of HOSPITAL's Code of Conduct by ADMINISTRATOR, HOSPITAL~~  
66 ~~shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors~~  
77 ~~or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made~~  
88 ~~aware of HOSPITAL's Code of Conduct.~~

99 ~~6. If HOSPITAL elects to adhere to ADMINISTRATOR's Code of Conduct then HOSPITAL~~  
100 ~~shall submit to ADMINISTRATOR a signed acknowledgement and agreement that HOSPITAL shall~~  
111 ~~comply with ADMINISTRATOR's Code of Conduct.~~

112 ~~7. Failure of HOSPITAL to timely submit the acknowledgement of ADMINISTRATOR's~~  
113 ~~Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach~~  
114 ~~within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for~~  
115 ~~termination of this Agreement as to the non-complying party.~~

116 ~~C. COVERED INDIVIDUALS~~ HOSPITAL shall screen all Covered Individuals employed or  
117 retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible  
118 Persons," as defined hereunder pursuant to this Agreement. Screening shall be conducted against the  
119 General Services Administration's ~~List of Parties Excluded from Federal Programs and Parties List~~  
200 ~~System or System for Award Management~~, the Health and Human Services/Office of Inspector General  
221 ~~List of Excluded Individuals/Entities~~, and the California Medi-Cal Suspended and Ineligible Provider  
222 ~~List and/or any other as identified by the ADMINISTRATOR.~~

223 1. ~~1.~~ Covered Individuals includes all contractors, subcontractors, agents, and other  
224 persons who provide health care items or services or who perform billing or coding functions on behalf  
225 of CONTRACTOR. Notwithstanding the above, this term does not include part-time or per-diem  
226 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
227 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
228 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
229 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
360 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and  
331 procedures, or CONTRACTOR's Compliance Program and Code of Conduct related policies and  
332 procedures.

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335 2. An Ineligible Person shall be any individual or entity who:

336 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
337 federal and state health care programs; or

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

~~2.~~ ~~HOSPITAL~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. ~~HOSPITAL~~ CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Agreement.

~~34.~~ HOSPITAL shall screen all current Covered Individuals and subcontractors annually to ensure that they have not become Ineligible Persons. HOSPITAL shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to HOSPITAL that they do not have any Ineligible Person in their employ or under contract directly providing services relevant to this Agreement.

~~45.~~ Covered Individuals shall be required to disclose to HOSPITAL immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. HOSPITAL shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

~~56.~~ HOSPITAL acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If HOSPITAL becomes aware that a Covered Individual has become an Ineligible Person, HOSPITAL shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

~~67.~~ HOSPITAL shall notify ADMINISTRATOR immediately ~~upon becoming aware~~ if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this ~~AGREEMENT~~ Agreement. ADMINISTRATOR will determine ~~if any appropriate repayment is necessary as a result of~~ from, or sanction(s) to HOSPITAL for services furnished provided by the ~~ineligible person or individual~~. HOSPITAL shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

#### ~~D. REIMBURSEMENT STANDARDS~~

~~1. HOSPITAL shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.~~

~~2. HOSPITAL shall not knowingly submit false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.~~

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

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

~~EC. COMPLIANCE TRAINING~~ ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. HOSPITAL shall retain the certifications. Upon written request by ADMINISTRATOR, HOSPITAL shall provide copies of the certifications.

**D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

1. HOSPITAL shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

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

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

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

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

**V. CONFIDENTIALITY**

A. ~~Each party~~ HOSPITAL shall ~~use its best efforts to~~ maintain the confidentiality of all records,

11 including billings, ~~claims~~, and any audio and/or video recordings, in accordance with all applicable  
22 federal, state and ~~federal~~ county codes and regulations, as they now exist or may hereafter be amended or  
33 changed.

44 B. Prior to providing any services pursuant to this Agreement, all members of the Board of  
55 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and  
66 ~~volunteer staff or~~ interns of the HOSPITAL shall agree, in writing, with HOSPITAL to maintain the  
77 confidentiality of any and all information and records which may be obtained in the course of providing  
88 such services. ~~The~~ This Agreement shall specify that it is effective irrespective of all subsequent  
99 resignations or terminations of ~~HOSPITAL's Board~~ HOSPITAL members of the Board of Directors or  
100 its designee or authorized agent, employees, consultants, subcontractors, ~~and~~ volunteers ~~or~~ and interns.

111 ~~C. If HOSPITAL is a public institution, COUNTY understands and agrees that HOSPITAL is~~  
112 ~~subject to the provisions of the California Public Records Act. In the event HOSPITAL receives a~~  
113 ~~request to produce this Agreement, or identify any term, condition, or aspect of this Agreement,~~  
114 ~~HOSPITAL shall contact COUNTY to advise of such request.~~

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118 **VI. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

119 A. HOSPITAL may not delegate the obligations hereunder, either in whole or in part, without prior  
120 written consent of COUNTY; ~~provided, however, obligations undertaken by HOSPITAL pursuant to this~~  
121 ~~Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in~~  
122 ~~advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to~~  
123 ~~the service or activity under subcontract, and include any provisions that ADMINISTRATOR may~~  
124 ~~require.~~ HOSPITAL shall provide written notification of HOSPITAL's intent to delegate the obligations  
125 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
126 the effective date of the delegation. Any attempted assignment or delegation in derogation of this  
127 paragraph shall be void.

128 B. ~~1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a~~  
129 ~~subcontract upon five (5) calendar days written notice to HOSPITAL if the subcontract subsequently~~  
130 ~~fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has~~  
131 ~~required.~~

132 ~~2. No subcontract shall terminate or alter the responsibilities of HOSPITAL to COUNTY~~  
133 ~~pursuant to this Agreement.~~ HOSPITAL may not assign the rights hereunder, either in whole or in part,  
134 without the prior written consent of COUNTY.

135 ~~3. ADMINISTRATOR may disallow, from payments otherwise due HOSPITAL, amounts~~  
136 ~~claimed for subcontracts not approved in accordance with this paragraph.~~

137 #

~~4. This provision shall not be applicable to service agreements usually and customarily entered into by HOSPITAL to obtain or arrange for supplies, technical support, professional services, or medical services not provided directly by any hospital, including but not limited to dialysis.~~

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

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

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

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

C. HOSPITAL's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to HOSPITAL if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

//  
2. No subcontract shall terminate or alter the responsibilities of HOSPITAL to COUNTY pursuant to this Agreement.

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

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

## VII. EMPLOYEE ELIGIBILITY VERIFICATION

HOSPITAL attests 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. HOSPITAL shall obtain, from all employees, and shall use its best efforts to obtain, from 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 U.S.C. USC §1324 et seq., as they currently exist and as they may be hereafter amended. HOSPITAL shall retain all such documentation for all covered employees, subcontractors, and consultants for the period prescribed by the law.

## VIII. FACILITIES, PAYMENTS AND SERVICES

~~A.~~ HOSPITAL agrees to provide the services, staffing, facilities, ~~any equipment~~ and supplies, ~~and reports~~ in accordance with Exhibits A and B to this Agreement. COUNTY shall compensate, and authorize, ~~in accordance with this Agreement~~ when applicable, said services. HOSPITAL 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.

~~B. HOSPITAL shall, at its own expense, provide and maintain the organizational and administrative capabilities required to carry out its duties and responsibilities under this Agreement and in accordance with all applicable statutes and regulations pertaining to hospital service providers.~~

## IX. INDEMNIFICATION AND INSURANCE

A. HOSPITAL agrees to indemnify, defend with Counsel approved in writing by COUNTY, which approval shall not be unreasonably held, 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 HOSPITAL pursuant to this Agreement; but only in proportion to and to the extent such claims, demands, including defense costs, or liability are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees, or agents. If judgment is entered against

HOSPITAL and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, HOSPITAL 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 HOSPITAL, 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 this Agreement. If judgment is entered against COUNTY and HOSPITAL by a court of competent jurisdiction because of the concurrent active negligence of HOSPITAL, COUNTY and HOSPITAL agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.~~

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

~~— D. Without limiting.~~ C. Prior to the provision of services under this Agreement, HOSPITAL agrees to purchase all required insurance, or maintain a program of self-insurance at HOSPITAL's ~~indemnification, HOSPITAL attests~~ expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that ~~it is self-insured or shall maintain in force at all times~~ the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage or maintain equivalent self-insurance during the entire term of this Agreement, ~~the~~. In addition, all subcontractors performing work on behalf of HOSPITAL pursuant to this Agreement shall obtain insurance or equivalent self-insurance subject to the same terms and conditions as set forth herein for HOSPITAL.

D. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

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

F. QUALIFIED INSURER

1. The policy or policies of insurance, if not self-insured, must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

2. If the insurance carrier is not an admitted carrier in the state of California and does not have

1 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or  
 2 reject a carrier after a review of the company's performance and financial ratings.

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11 G. The policy or policies of insurance or equivalent self-insurance maintained by HOSPITAL shall  
 12 provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$5,000,000 per occurrence
	\$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$3,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

13 H. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

16 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,  
 17 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

18 I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the  
 19 following endorsements, but limited to the indemnity obligations contained in Subparagraph VIII.A.  
 20 above, which shall accompany the COI:



1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

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

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

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K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

L. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

M. If HOSPITAL's Professional Liability policy is a "claims made" policy, HOSPITAL shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

O. Throughout the term of this AGREEMENT and upon written mutual agreement between COUNTY and HOSPITAL, the insurance minimum limits and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

P. COUNTY shall notify HOSPITAL in writing of changes in the insurance requirements. If HOSPITAL does not deposit copies of acceptable COI's and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may be in breach without further notice to HOSPITAL, and COUNTY shall be entitled to all legal remedies.

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

R. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to, or at the time of, execution of this Agreement.

b. No later than the expiration date for each policy.

c. ~~covering its operations placed with reputable insurance companies in amounts as~~

~~specified~~ Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

2. The COI and endorsements shall be provided to the COUNTY at the address as referenced in the Referenced Contract Provisions ~~on Page 4~~ of this Agreement. ~~Upon request~~

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

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

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

c. If HOSPITAL is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

~~d. HOSPITAL shall provide~~ Notwithstanding the above, endorsements shall not be required in the case of self-insurance.

4. In no cases shall assurances by HOSPITAL, its employees, agents, including any insurance agent, be construed as adequate evidence of ~~such~~ insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

~~ES~~ 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 HOSPITAL, COUNTY shall provide evidence of such ~~insurance~~ coverage.

## **X. INSPECTIONS AND AUDITS**

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

11 Agreement, and the premises in which they are provided; ~~provided, however, such inspections or~~  
22 ~~evaluations shall not interfere with patient care.~~

33 ~~1. These audits, reviews, evaluations, or examinations may include, but are not limited to, the~~  
44 ~~following:~~

55 ~~a. Level and quality of care, including the necessity and appropriateness of the services~~  
66 ~~provided~~ B. HOSPITAL shall actively participate and cooperate with any person specified in  
77 Subparagraph A.

88 ~~b. Internal procedures for assuring efficiency, economy, and quality of care.~~

99 ~~c. Grievances relating to medical care, and their disposition, or other types of complaints~~  
100 ~~or problems.~~

111 ~~d. Financial records when determined necessary to protect public funds.~~

112 ~~2. ADMINISTRATOR shall provide HOSPITAL with at least fifteen (15) days written prior~~  
113 ~~notice of such inspection or evaluation; provided, however, that the California Department of Health~~  
114 ~~Care Services, or duly authorized representative, which may include COUNTY, shall be required to~~  
115 ~~provide at least seventy two (72) hours notice of such inspections and evaluations. Unannounced~~  
116 ~~inspections, evaluations, or requests for information may be made in those situations where arrangement~~  
117 ~~of an appointment beforehand is not possible or inappropriate due to the nature of the inspection or~~  
118 ~~evaluation.~~

119 ~~B. HOSPITAL shall actively participate and cooperate with any person specified in~~  
200 ~~subparagraph A.~~ above in any evaluation or monitoring of the services provided pursuant to this  
221 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
222 evaluation. ~~Such space must be capable of being locked and secured to protect the work of said persons~~  
223 ~~during the period of their evaluation or monitoring.~~

224 C. AUDIT RESPONSE

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

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

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44 D. HOSPITAL shall forward to ADMINISTRATOR a copy of any audit report, that is directly  
55 related to services provided under this Agreement, within fourteen (14) calendar days of receipt. Such  
66 audit shall include, but not be limited to, management, financial, programmatic or any other type of audit  
77 of HOSPITAL’s operations, whether or not the cost of such operation or audit is reimbursed in whole or  
88 in part through this Agreement.

99 E. COUNTY shall provide HOSPITAL with at least seventy-two (72) hours’ prior written notice of  
100 such inspections or evaluations. Unannounced inspections, evaluations, or requests for information may  
111 be made in those situations where arrangement of an appointment beforehand is not possible or is  
122 inappropriate due to the nature of the inspection or evaluation.

113  
114 **XI. LICENSES AND LAW**

115 A. HOSPITAL, its officers, agents, employees, affiliates, and subcontractors shall, throughout the  
116 term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
117 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws  
118 and regulations and requirements of the United States, the State of California, COUNTY, and any all  
119 other applicable governmental agencies. ~~HOSPITAL shall notify ADMINISTRATOR immediately and  
120 in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits,  
121 licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of  
122 this Agreement.~~

123 B. HOSPITAL shall comply with all applicable governmental laws, regulations, and requirements  
124 as they exist now or may be hereafter amended or changed.

125 ~~C. HOSPITAL attests that all HOSPITAL physicians providing services under this Agreement~~

126 C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance  
127 Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for  
128 purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own  
129 purposes. Except as otherwise limited by said regulations or law, HOSPITAL shall provide to  
130 COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on  
131 behalf of, HOSPITAL as specified in this Agreement, provided that such use or disclosure would not  
132 violate the Privacy Rule if done by HOSPITAL or the Minimum Necessary policies and procedures of  
133 HOSPITAL as required and/or defined by HIPAA.

134 D. HOSPITAL attests, to the best of its knowledge, that all physicians providing services at  
135 HOSPITAL, under this Agreement, are and will continue to be as long as this Agreement remains in  
136 effect, the holders of currently valid licenses to practice medicine in the State of California and are  
137 members in “good standing” of the medical staff of HOSPITAL’s facility.

11 ~~D~~

22 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

33 1. HOSPITAL agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the  
44 award of this Agreement:

55 a. In the case of an individual ~~contractor~~ HOSPITAL, his/her name, date of birth, social  
66 security number, and residence address;

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

100 c. A certification that HOSPITAL has fully complied with all applicable federal and state  
111 reporting requirements regarding its employees;

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

114 2. Failure of HOSPITAL to timely submit the data and/or certifications required by  
115 ~~subparagraphs~~ Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state  
116 employee reporting requirements for child support enforcement, or to comply with all lawfully served  
117 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of  
118 this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY  
119 shall constitute grounds for termination of this Agreement.

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

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225 **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

332 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,  
333 presently existing or later established, of the other party nor its employees in any advertisement, press  
334 release or publicity with reference to this Agreement without the prior written approval of the other  
335 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to  
336 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted  
337 provider of Hospital Services for the residents of Orange County as provided in Subparagraph A above.

ADMINISTRATOR may include reference to Hospital Services provided by CONTRACTOR in informational materials relating to the continuum of care provided using federal, state and county funds. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

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

**XIII. NONDISCRIMINATION**

**A. EMPLOYMENT**

1. During the performance term of this Agreement, HOSPITAL and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, HOSPITAL and its Covered Individuals shall make their best efforts to require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. HOSPITAL ~~HOSPITAL shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. ~~There shall be posted~~

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

4. HOSPITAL shall post 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 ~~this~~ the Equal Opportunity clause.

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

~~3. HOSPITAL shall give written notice of its obligations under this Equal Opportunity Clause~~

1 ~~to each~~ 6. Each labor union or representative of workers with which HOSPITAL and/or subcontractor  
 2 has a collective bargaining agreement or other contract or understanding-  
 3 ~~4. In~~ must post a notice advising the ~~event of non-compliance with this paragraph, or as~~  
 4 ~~otherwise provided by federal~~ labor union or state law, this Agreement may be terminated or  
 5 ~~suspended~~ workers' representative of the commitments under this Nondiscrimination Paragraph and shall  
 6 post copies of the notice in ~~whole or in part and~~ HOSPITAL may be declared ineligible conspicuous  
 7 places available to employees and applicants for ~~future contracts involving federal or state funds passed~~  
 8 ~~through COUNTY~~ employment.

9 B. SERVICES, BENEFITS, AND FACILITIES – ~~For all patients with the same medical need or~~  
 10 ~~condition, HOSPITAL~~ HOSPITAL and/or subcontractor shall not discriminate in the provision of  
 11 services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group  
 12 identification, race, religion, ancestry, color, creed, ~~color~~, sex, marital status, national origin, age (40 and  
 13 over), sexual orientation, medical condition, or physical or mental disability pursuant in accordance with  
 14 Title IX of the Education Amendments of 1972 as they relate to all 20 USC §1681 - §1688; Title VI of  
 15 the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101);  
 16 and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as  
 17 applicable ~~federal and~~, and all other pertinent rules and regulations promulgated pursuant thereto, and  
 18 as otherwise provided by state laws law and regulations, as all may now exist or be hereafter amended or  
 19 changed.

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

- 23 ~~a~~ 1. Denying a client or potential client any service, benefit, or accommodation.
- 24 ~~b~~ 2. Providing any service or benefit to a client which is different or is provided in a  
 25 different manner or at a different time from that provided to other clients.
- 26 ~~c~~ 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
 27 by others receiving any service or benefit.
- 28 ~~d~~ 4. Treating a client differently from others in satisfying any admission requirement or  
 29 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
 30 any service or benefit.
- 31 ~~e~~ 5. Assignment of times or places for the provision of services.

32 ~~2. Complaint Process~~ C. COMPLAINT PROCESS – HOSPITAL shall establish  
 33 procedures for advising all clients through a written statement that HOSPITAL's HOSPITAL and/or  
 34 subcontractor clients may file all complaints alleging discrimination in the delivery of services with  
 35 HOSPITAL, subcontractor, and ADMINISTRATOR, ~~or the U.S. Department of Health and Human~~  
 36 ~~Services' Office for Civil Rights. HOSPITAL's statement shall advise clients of the following:~~

37 ~~a. In those cases where the client's complaint is filed initially with the Office for Civil~~

~~Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request COUNTY to conduct the investigation.~~

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

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

~~C~~. PERSONS WITH DISABILITIES — HOSPITAL agrees and/or subcontractor agree to comply with the provisions of ~~Section~~ §504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C.A. USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. USC 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

**XIV. NOTICES**

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

~~1. When delivered personally;~~

~~2~~ 1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions ~~on Page 4~~ of this Agreement or as otherwise directed by ADMINISTRATOR;

~~2.~~ ~~3.~~ When faxed, transmission confirmed;

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

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

#



11 B. Formal Notices, such as Termination Notices or notices modifying terms and conditions of this  
12 Agreement, as allowed pursuant to this Agreement, shall be effective:

13 1. When written and deposited in the United States mail, first class postage prepaid, certified  
14 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this  
15 Agreement or as otherwise directed by ADMINISTRATOR; or

16 2. When delivered by U.S. Postal Service Express Mail, Federal Express, United Parcel  
17 Service or other expedited delivery service.

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

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

24 E. For purposes of this Agreement, HOSPITAL agrees that the Hospital Association of Southern  
25 California (HASC) may act as a representative of all Contracting Hospitals for the purpose of  
26 distributing and/or coordinating any notices which may be provided by ADMINISTRATOR and which  
27 shall be applicable to all Contracting Hospitals. In such instances, notification to HASC shall be deemed  
28 as notification to HOSPITAL.

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31 **XV. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 ~~1. HOSPITAL shall maintain records that are adequate to substantiate the services for which~~  
36 ~~claims are submitted for reimbursement under this Agreement and the charges thereto. Such records~~  
37 ~~shall include, but not be limited to, individual patient charts and utilization review records.~~

38 ~~2. HOSPITAL shall keep and maintain records of each service rendered to each Medical~~  
39 ~~Services Initiative (MSI) Patient, as defined in Exhibit A to this Agreement, the MSI Patient to whom~~  
40 ~~the service was rendered, the date the service was rendered, and such additional information as~~  
41 ~~ADMINISTRATOR or the California Department of Health Care Services may require.~~

42 ~~3. HOSPITAL shall maintain books, records, documents, and other evidence, accounting~~  
43 ~~procedures, and practices sufficient to reflect properly all direct and indirect cost of whatever nature~~  
44 ~~claimed to have been incurred in the performance of this Agreement and in accordance with Medicare~~  
45 ~~principles of reimbursement and generally accepted accounting principles.~~

46 ~~4. HOSPITAL shall ensure the maintenance of medical records required by Sections 70747~~  
47 ~~through and including 70751 of the California Code of Regulations, as they exist now or may hereafter~~

~~be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations, as it exists now or may hereafter be amended.~~

B. HOSPITAL shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of ~~protected health information (PHI)~~ and prevent the intentional or unintentional use or disclosure of PHI in violation of the ~~Health Insurance Portability and Accountability Act of 1996 (HIPAA), any other related,~~ federal and state regulations. ~~and/or CHPP.~~

C. HOSPITAL shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of ~~protected health information~~ PHI made in violation of federal or state regulations and/or COUNTY policies.

~~C~~ D. HOSPITAL's participant, client, and/or patient records shall be maintained in a secure manner. HOSPITAL shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

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

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

1. Have documents readily available within ~~twenty-four (24)~~ forty-eight (48) hour notice of a scheduled audit or site visit.

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

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

~~DG.~~ HOSPITAL shall ensure compliance with requirements pertaining to the privacy and security of ~~Personally Identifiable Information (PII)~~ and/or ~~Protected Health Information (PHI)~~. HOSPITAL shall, ~~notify COUNTY immediately by telephone call plus email or fax upon the~~ discovery of a ~~breach~~ Breach of ~~privacy unsecured PHI~~ and/or ~~security of PII and/or PHI by HOSPITAL,~~ notify ~~federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such~~ notifications.

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

~~F~~

~~I~~. HOSPITAL 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 longer.

~~G~~ J. HOSPITAL shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

K. HOSPITAL 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.

L. HOSPITAL shall retain all financial records for a minimum of seven (7) 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.

~~H~~M. HOSPITAL shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

~~I~~N. If HOSPITAL is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to HOSPITAL to maintain records in a single location, identified by HOSPITAL.

~~J~~O. HOSPITAL may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which ~~shall~~will be directed by ~~the~~ ADMINISTRATOR.

~~xII~~ P. HOSPITAL, unless HOSPITAL is a public institution, shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. HOSPITAL shall provide ADMINISTRATOR all information that is requested by the PRA request.

Q. If HOSPITAL is a public institution, COUNTY understands and agrees that HOSPITAL is subject to the provisions of the California Public Records Act. In the event HOSPITAL receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, HOSPITAL shall notify COUNTY. HOSPITAL shall make its best efforts to notify COUNTY no less than three (3) business days prior to releasing such information.

**XVI. RESEARCH AND PUBLICATION**

HOSPITAL shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

**XVII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

1 A. In accordance with the United States Immigration Reform and Control Act of 1986, HOSPITAL  
2 shall require its employees directly or indirectly providing service pursuant to this Agreement, in any  
3 manner whatsoever, to verify their identity and eligibility for employment in the United States.  
4 HOSPITAL shall also require and verify that its contractors, subcontractors, or any other persons  
5 providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their  
6 employees and their eligibility for employment in the United States.

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

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

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

20  
21 **XVIII. SEVERABILITY**

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

27  
28 **XIX. ~~STATUS OF PARTIES~~ STATUS OF CONTRACTOR**

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

11 employees and shall not be considered in any manner to be employees of the other party.

22 //

33 //

44 //

55 **XX. TERM**

66 A. This specific Agreement with ~~HOSPITAL~~ CONTRACTOR is only one of several agreements to  
77 which the term of this ~~Master~~ Agreement applies. The term of this ~~Master~~ Agreement shall commence  
88 ~~on July 1, 2011~~ and terminate ~~on June 30, 2012; provided, however, that the specific term for~~  
99 ~~HOSPITAL shall be~~ as specified in the Referenced Contract Provisions of this Agreement; ~~and, unless~~  
100 ~~otherwise sooner terminated as~~ provided ~~further that the parties~~ in this Agreement; provided, however,  
111 CONTRACTOR shall ~~continue to~~ be obligated to ~~comply with the requirements and~~ perform ~~the~~ such  
112 duties ~~specified in this Agreement. Such duties include,~~ as would normally extend beyond this term,  
113 ~~including~~ but ~~are~~ not limited to, obligations with respect to, ~~reimbursement, reporting~~ confidentiality,  
114 indemnification, audits, reporting and accounting.

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

117  
118 **XXI. TERMINATION**

119 A. HOSPITAL may terminate this Agreement, without cause, upon forty-five (45) calendar days  
120 notice given COUNTY.

121 B. Either party may terminate this Agreement upon fifteen (15) calendar days prior written notice  
122 given the other for material breach of the Agreement; provided, however, the alleged breaching party has  
123 been given prior written notice setting forth the facts underlying the claim that breach of this Agreement  
124 has occurred and has failed to cure the alleged breach within thirty (30) calendar days.

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

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

- 131 1. The loss by HOSPITAL of legal capacity.
- 132 2. Cessation of services.
- 133 3. The delegation or assignment of HOSPITAL's services, operation or administration to  
134 another entity without the prior written consent of COUNTY.
- 135 4. The following occurrence for any Physician or licensed persons employed or provided  
136 privileges by HOSPITAL:
  - 137 a. The neglect by any physician or licensed person employed by HOSPITAL of any duty

1 required pursuant to this Agreement

2 b. The continued incapacity of any physician or licensed person to perform duties required  
3 pursuant to this Agreement.

4 c. Unethical conduct or malpractice by any physician or licensed person providing  
5 services pursuant to this Agreement

6 //

7 //

8 d. COUNTY may waive termination, for Subsections XX.D.4.a. through XX.D.4.c. above,  
9 if HOSPITAL removes such physician or licensed person from serving persons treated or assisted  
10 pursuant to this Agreement.

11 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this  
12 Agreement.

13 6. EMERGENCY DEPARTMENT CLOSURE/LOSS OF LICENSE

14 a. HOSPITAL shall give COUNTY thirty (30) calendar days prior written notice and shall  
15 terminate this Agreement in the event that HOSPITAL loses its general acute care license, or no longer  
16 intends to operate at least a Basic Emergency Service, without any cure period, notwithstanding any  
17 other prior or subsequent provisions of this Agreement. Such notice shall include the date that operation  
18 of its Emergency Service will cease. Any interim payments to HOSPITAL may cease upon notification  
19 of intent to cease its Emergency Services and shall cease upon discontinuance of its Emergency  
20 Services. HOSPITAL terminating for such reason may be eligible for additional payments as may be  
21 provided for in this Agreement, and shall pay back any overpayments, at the time of Final Settlement, if  
22 such payments are required pursuant to this Agreement.

23 b. In the event that HOSPITAL ceases to operate at least a Basic Emergency Service at any  
24 time during this Agreement, for reasons other than those specified in subparagraph XX.D.6.a. above, and  
25 HOSPITAL fails to notify COUNTY of said action, COUNTY shall immediately terminate this  
26 Agreement and any interim payments to HOSPITAL shall also cease immediately; provided, however,  
27 that HOSPITAL may be eligible for additional payments, and shall pay back any over payments, at the  
28 time of Final Settlement, if such payments are required pursuant to this Agreement.

29 E. Termination of this Agreement for any reason shall result in payment to HOSPITAL, for  
30 emergency and stabilization services which may be provided by HOSPITAL after termination as  
31 required by law, at rates established by COUNTY in accordance with this Agreement for Non-  
32 Contracting Hospitals.

33 F. Neither party shall be liable nor deemed to be in default for any delay or failure in performance  
34 under this Agreement or other interruption of service or employment deemed resulting, directly or  
35 indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires,  
36 explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or  
37 other work interruptions by a party's officers, agents, employees, affiliates, or ~~contractors~~ subcontractors,

11 or any similar cause beyond the reasonable control of any party to this Agreement. However, all parties  
22 shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

33 #

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

66 ~~— 1. The loss by HOSPITAL of legal capacity.~~

77 ~~— 2. Cessation of services.~~

88 ~~— 3. The loss of accreditation or any license required by the Licenses and Law paragraph of this~~  
99 ~~Agreement.~~

100 ~~— 4. The delegation or assignment by HOSPITAL of obligations hereunder to another entity~~  
111 ~~without the prior written consent of COUNTY.~~

112 ~~— C~~ G. If the legislation or a court of competent jurisdiction determines that Eligible Persons are  
113 fully covered by the State Medi-Cal Program, or any other State program, all obligations and rights  
114 related to such persons under this Agreement shall be suspended while such legislation or court order is  
115 effective, or HOSPITAL and COUNTY shall have the right to terminate this Agreement upon ten (10)  
116 days prior

117 //

118 written notice given the other party and without any cure period, notwithstanding any other prior or  
119 subsequent provisions of this Agreement.

200 H. CONTINGENT FUNDING

221 1. Any obligation of COUNTY under this Agreement shall be contingent upon the following:

222 a. The continued availability of federal, state and county funds for reimbursement of  
223 COUNTY's expenditures, and

224 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
225 approved by the Board of Supervisors.

226 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
227 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given HOSPITAL.  
228 If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, HOSPITAL  
229 shall not be obligated to accept the renegotiated terms.

300 I. In the event this Agreement is suspended or terminated prior to the completion of the term as  
311 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
332 discretion, reduce the funding level in an amount consistent with the reduced term of the Agreement.

333 J. AMENDMENT

334 1. In the event of a formal amendment to this Agreement (Amendment), which requires  
335 execution by both COUNTY and HOSPITAL, HOSPITAL shall return a fully executed Amendment to  
336 ADMINISTRATOR within forty-five (45) calendar days of ADMINISTRATOR's delivery to  
337 HOSPITAL of said Amendment.

11 2. ~~a. COUNTY may reduce its obligations to make payments under this~~  
22 ~~Agreement upon thirty (30) calendar days prior written notice to HOSPITAL.~~

33 ~~b. HOSPITAL~~ If HOSPITAL does not return a fully executed Amendment by the date  
44 specified, ADMINISTRATOR may terminate this Agreement; provided, however, ADMINISTRATOR  
55 shall first notify HOSPITAL ~~shall~~ and then give thirty (30) calendar days prior written notice to  
66 COUNTY ~~HOSPITAL~~, which notice shall be given no later than ~~thirty (30)~~ fifteen (15) calendar days after  
77 ~~notice by COUNTY of its intent to reduce funding, without any~~ the fully executed Amendment was due  
88 to ADMINISTRATOR. At ADMINISTRATOR's discretion, a cure period, ~~notwithstanding any other~~  
99 ~~prior or subsequent provisions of this Agreement~~ may be provided to HOSPITAL.

100 K. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C.  
111 or D. ~~After receiving a Notice of Termination~~ above, HOSPITAL shall do the following:

112 1. Comply with termination instructions provided by ADMINISTRATOR in a manner  
113 ~~that~~ which is consistent with recognized standards of quality care and prudent business practice ~~for~~  
114 ~~hospitals in the communities in which HOSPITAL is located.~~

115 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
116 performance during the remaining ~~allocation period~~ contract term.

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

119 ~~4. Until the date of termination, continue to be reimbursed by COUNTY for provision of~~  
200 ~~services specified herein.~~

211 ~~5. If patients~~ 4. If clients are to be transferred to another facility for services,  
222 furnish ADMINISTRATOR, upon request, all ~~patient~~ client information and records deemed necessary  
223 by ADMINISTRATOR to effect an orderly transfer. ~~\_\_\_\_\_~~

224 5. Assist ADMINISTRATOR in effecting the transfer of ~~patients~~ clients in a manner consistent  
225 with ~~their~~ client's best interests.

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

228 7. #

229 ~~E~~ Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies  
300 purchased with funds provided by COUNTY.

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

337 L. The rights and remedies of COUNTY ~~and HOSPITAL~~ provided in this Termination



1 paragraph Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided  
2 by law or under this Agreement.

3  
4 **XXII. THIRD PARTY BENEFICIARY**

5 ~~No~~ Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
6 including, but not limited to, any ~~contractors~~ subcontractors or any ~~patients~~ clients provided services  
7 hereunder pursuant to this Agreement.

8  
9 **XXIII. WAIVER OF DEFAULT OR BREACH**

10 Waiver by ~~either party~~ COUNTY of any default by ~~the other party~~ HOSPITAL shall not be  
11 considered a waiver of any ~~other or~~ subsequent default. Waiver by ~~either party~~ COUNTY of any breach  
12 by ~~the other party~~ HOSPITAL of any provision of this Agreement shall not be considered a waiver of any  
13 ~~other or~~ subsequent breach. Waiver by ~~the other party~~ COUNTY of any default or any breach by ~~the~~  
14 ~~other party~~ HOSPITAL shall not be considered a modification of the terms of this Agreement.

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

3  
4 «UC\_NAME» «LC\_NAME» «LC\_DBA»  
5

6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
8

9 TITLE: \_\_\_\_\_  
10

11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
13

14 TITLE: \_\_\_\_\_  
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16  
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18  
19 COUNTY OF ORANGE  
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21  
22 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
23

24 HEALTH CARE AGENCY  
25  
26

27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA  
30

31  
32 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
33

34 DEPUTY  
35  
36

37 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

~~1~~1 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
~~2~~2 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 THE PROVISION OF  
INDIGENT AND TRAUMA CARE

~~WITH~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~«UC\_NAME» «UC\_DBA»~~

JULY 1, ~~2011~~2014 THROUGH JUNE 30, ~~2012~~2016

**I. DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions, which for convenience are set forth elsewhere in this Agreement.

A. "CHDP" means Child Health and Disability Prevention Program.

B. "Contracting Hospital" or "Hospital" means a hospital that has executed an Agreement for the Provision of Indigent and Trauma Care Services with COUNTY that is the same as this Agreement.

C. "County Emergency Medical Services Trauma Registry" means a standardized data collection instrument that shall include, at a minimum, the data elements outlined in the California Code of Regulations, Title 22, Chapter 7, Article 2, Section 100257.

D. "EMS" or "Emergency Medical Services" means the services utilized in responding to a medical emergency.

E. "EMSF" means the Emergency Medical Services Fund established by COUNTY in accordance with Health and Safety Code Section 1797.98a.

F. "Fiscal Year" or "FY" means the period commencing July 1 and ending June 30.

G. "Inability to pay" means a financial condition that meets the written standards and policies established by HOSPITAL for charity care that shall be reported by HOSPITAL in accordance with the regulations published by the Office of Statewide Health Planning and Development.

H. "Local EMS Agency" means the Orange County Health Care Agency's Emergency Medical Services program.

I. "Medically necessary services" means medical services necessary to protect life, to prevent significant disability or to prevent serious deterioration of health.

J. "OSHPD" means the Office of Statewide Health Planning and Development.

K. "SB 1773 Funds" means additional revenues from certain fines and penalties received by COUNTY and deposited into the EMSF.

L. "Tobacco Settlement Revenue Funds" or "TSR Funds" means those Tobacco Settlement Revenue funds received by COUNTY, pursuant to Measure H, to be distributed to hospitals to offset the cost of providing charity care.

11 //  
22 M. "Trauma Care Fund" means a fund created in the State Treasury, pursuant to Health and Safety  
33 (H&S) Code 1797.199 *et seq.*, to provide monies for allocations to local EMS agencies, for distribution  
44 to Local EMS agency-designated trauma centers.

55 N. "Trauma Center" means a licensed hospital, accredited by the Joint Commission on  
66 Accreditation of Healthcare Organizations, which has been designated as a Level I or II trauma center by  
77 the Local EMS Agency.

88  
99 **II. HOSPITAL OBLIGATIONS**

100 A. TOBACCO SETTLEMENT REVENUE (TSR)

111 1. As a condition for HOSPITAL to receive TSR Funds, HOSPITAL shall maintain basic or  
112 comprehensive emergency services. For the purposes of this Agreement, CHOC Children's Hospital of  
113 ~~Orange County and Children's Hospital~~ at Mission ~~are~~ Hospital is deemed to meet this requirement as  
114 ~~their~~ its emergency services are provided through a shared services agreement with ~~St. Joseph Hospital~~  
115 ~~and Mission Hospital, respectively.~~

116 2. In the event that reporting requirements are established as a condition for COUNTY to  
117 receive TSR Funds, HOSPITAL shall work in collaboration with COUNTY to address those reporting  
118 requirements. ADMINISTRATOR shall notify HASC of any such requirements.

119 B. EMERGENCY MEDICAL SERVICES FUND - As a condition for HOSPITAL to receive  
200 funds from the Emergency Medical Services Fund, HOSPITAL shall:

221 1. Be designated as a trauma center by the Local EMS Agency pursuant to Health and Safety  
222 Code, Section 1798.165.

223 2. Submit relevant and pertinent data as requested by the Local EMS Agency that complies  
224 with state and local EMS data requirements.

225 3. Long Beach Memorial Medical Center, as a COUNTY designated Orange County trauma  
226 center, shall be obligated to only those terms specified in this subparagraph II.B. of Exhibit A to the  
227 Agreement.

228 C. SB 1773 FUNDS – As a condition for HOSPITAL to receive SB 1773 funds, HOSPITAL shall:

229 1. Be designated as a trauma center by the Local EMS Agency pursuant to California Health &  
300 Safety Code, Section 1798.165 and comply with the requirements of the H&S Code section.

311 2. Be located within the Local EMS Agency's geographic boundaries.

332 3. Agree to remain a trauma center and/or provide contracted pediatric trauma care and/or  
333 emergency services through June 30 of the fiscal year in which it receives funding. If the trauma center  
334 ceases to function as a trauma center, HOSPITAL shall pay back to the COUNTY a pro rata portion of  
335 the funding that has been received.

336 D. Unless otherwise specified herein, in the event of audit exceptions and/or fiscal disallowances  
337 by the state and/or COUNTY for funds received by HOSPITAL for services provided in accordance

1 with this Agreement, HOSPITAL shall remit all or part of funds received in accordance with directions  
2 provided by ADMINISTRATOR subject to all appeals as permitted by law.

3 E. HOSPITAL shall sign and return an executed copy of this Agreement to HASC no later than  
4 sixty (60) calendar days following receipt of the Agreement from COUNTY by HASC.

5  
6 **III. COUNTY OBLIGATIONS**

7 **A. TSR FUND - PAYMENTS TO HOSPITAL**

8 1. COUNTY shall distribute TSR Funds, to partially offset the costs of providing charity care,  
9 to qualifying Contracting Hospitals within Orange County that maintain basic or comprehensive  
10 emergency services or trauma centers. Payment of TSR Funds shall not exceed TSR Funds received and  
11 designated by COUNTY for Contracting Hospitals.

12 2. Within thirty (30) calendar days of receipt of TSR Funds from the state for each Period or  
13 upon receipt of HOSPITAL's executed copy of this Agreement, whichever is later, COUNTY shall  
14 distribute ~~FY 2011-12~~ TSR Funds for the applicable Period to HOSPITAL proportionate to  
15 HOSPITAL's Orange County Charity Care-Other plus Bad Debts, as reported to the California Office of  
16 Statewide Health Planning and Development (OSHPD) by HOSPITAL, to the total Charity Care-Other  
17 and Bad Debts reported by all eligible Orange County Contracting Hospitals. COUNTY shall use the  
18 latest official OSHPD data readily available to the public as of the date this Agreement is approved by  
19 COUNTY's Board of Supervisors for Period One and as of April 1, 2015 for Period Two.

20 3. Payments made to HOSPITAL shall not exceed the value of care given as reported by  
21 Hospitals to OSHPD.

22 4. At the sole discretion of, and in accordance with the calculations made by  
23 ADMINISTRATOR, TSR Funds to HOSPITAL shall be adjusted to reflect additions to or deletions  
24 from the list of Contracting Hospitals, as specified in Exhibit B to this Agreement.

25 5. Upon written notification from HASC to ADMINISTRATOR regarding the acquisition of  
26 one or more Contracting Hospitals by another Contracting Hospital, ADMINISTRATOR may adjust  
27 TSR Funds to HOSPITAL to reflect said acquisition.

28 6. COUNTY shall not distribute TSR Funds to Long Beach Memorial Medical Center.

29 **B. EMSF - PAYMENTS TO TRAUMA CENTERS**

30 1. Payments shall be limited to and made from the hospital portion of the EMSF, after  
31 payment of administrative costs permitted by law.

32 2. Each Period, COUNTY shall pay one hundred twenty-five thousand dollars (\$125,000) to  
33 each Orange County-designated trauma center that is a ~~FY 2011-12 Medical Services Initiative Program~~  
34 ~~contracting hospital~~ Contracting Hospital during the applicable Period.

35 3. The balance of the ~~FY 2011-12~~ EMSF, if any, shall be paid by COUNTY to each trauma  
36 center based upon the ratio of services provided by each trauma center to total services provided by all  
37 trauma centers during ~~FY 2011-12~~ each Period, as reported to the County Emergency Medical Services

1 Trauma Registry.

2 a. If HOSPITAL is located within the borders of Orange County, HOSPITAL shall also be  
3 required to be a ~~FY 2011-12~~ Medical ~~Services Initiative~~ Safety Net Program contracting hospital to  
4 receive these funds.

5 b. ADMINISTRATOR shall determine the ratio of services provided by each trauma  
6 center, and approve the amount and timing of payments due for services provided during ~~FY 2011-~~  
7 ~~12~~ each Period.

8 4. COUNTY shall add to the final distribution of EMSF any interest earned on these Funds.

9 C. SB 1773 - PAYMENTS TO TRAUMA CENTERS

10 1. Payments shall be limited to and made from the pediatric trauma center and hospital  
11 portions of the SB 1773 funds, after payment of administrative costs as permitted by law.

12 2. The initial fifteen percent (15%) of all SB 1773 funds collected by COUNTY shall be paid  
13 by COUNTY to Orange County Trauma Centers, including Long Beach Memorial Hospital, based upon  
14 the ratio of pediatric trauma runs for Orange County residents provided by each trauma center to total  
15 pediatric trauma runs provided by all trauma centers during ~~FY 2011-12~~ each Period, as reported to the  
16 County Emergency Medical Services Trauma Registry.

17 3. The hospital allocation of ~~FY 2011-12~~ SB 1773 funds, shall be paid by COUNTY to each  
18 trauma center based upon the ratio of adult trauma runs for Orange County residents provided by each  
19 trauma center to total adult trauma runs provided by all trauma centers during ~~FY 2011-12~~ each Period,  
20 as reported to the County Emergency Medical Services Trauma Registry.

21 a. If HOSPITAL is located within the borders of Orange County, HOSPITAL shall also be  
22 required to be a ~~FY 2011-12~~ Medical ~~Services Initiative~~ Safety Net Program contracting hospital to  
23 receive these funds.

24 b. ADMINISTRATOR shall determine the ratio of services provided by each trauma  
25 center, and approve the amount and timing of payments due for services provided during ~~FY 2011-~~  
26 ~~12~~ each Period.

27 4. COUNTY shall add to the final distribution of SB 1773 funds any interest earned on said  
28 funds.

29 D. COUNTY may withhold any or all of the funds specified in Paragraphs III.A. through III.D.  
30 above, consistent with the regulations pertaining to the specific funding source, in order to recover any  
31 overpayments made of said funds to HOSPITAL in previous agreements or to recover funds due  
32 COUNTY from HOSPITAL pursuant, but not limited, to the following; provided, however, that any  
33 funds withheld shall be redistributed to Contracting Hospitals by COUNTY consistent with the  
34 regulations pertaining to the specific funding source:

35 1. HOSPITAL's failure to comply with the provisions of this Agreement.

36 2. HOSPITAL is found to be non-compliant with the conditions for receiving funds including,  
37 but not limited to, inability to document eligible expenditures.



1 3. Audit exceptions and/or fiscal disallowances by the state and/or COUNTY for funds  
2 received by HOSPITAL for services provided in accordance with this Agreement.

3 4. Recovery of any overpayments made in previous agreements between HOSPITAL and  
4 COUNTY for Indigent and Trauma Care Services.

5 E. COUNTY, at its sole discretion, shall disburse to HASC and COUNTY's Fiscal Intermediary,  
6 within thirty (30) calendar days after receipt of an appropriate invoice, but not prior to execution of this  
7 Agreement, an amount not to exceed their actual administrative costs up to a maximum amount, as  
8 permitted by law, less that portion retained by COUNTY for its administrative fees, for staff services  
9 performed for Contracting Hospitals in support of this Agreement. Any payment to COUNTY's Fiscal  
10 Intermediary shall be made after payment to HASC for its administrative fees for staff services  
11 performed for Contracting Hospitals in support of this Agreement. Said payment to HASC and  
12 COUNTY's Fiscal Intermediary shall be deducted from the Administrative Allocation retained by  
13 COUNTY from the funding sources as specified herein and as permitted by law for administrative costs  
14 as specified in subparagraph III.A. through III.D. above. Such support includes, but is not limited to  
15 distribution of this Agreement to Contracting Hospitals for signature and return of signed Agreements to  
16 ADMINISTRATOR within sixty (60) calendar days of the execution of this Agreement.

17  
18 **IV. NEW PARTICIPANTS**

19 It is understood by the parties that hospitals that are not currently participating in this Agreement  
20 may do so after meeting the terms of this Agreement. A hospital shall notify COUNTY, through HASC,  
21 in writing of its desire to participate, and the hospital may enter into an Agreement that is identical to  
22 this Agreement. Exhibit B to this Agreement shall be amended and shall be in effect upon execution of  
23 the Agreement with the new participant.

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EXHIBIT B  
TO AGREEMENT FOR THE PROVISION OF  
INDIGENT AND TRAUMA CARE

WITH

BETWEEN

COUNTY OF ORANGE

AND

«UC\_NAME» «UC\_DBA»

JULY 1, 2011 2014 THROUGH JUNE 30, 2012 2016

**I.I. DISTRIBUTION OF TOBACCO SETTLEMENT REVENUE FUNDS**

A. This Exhibit B may be amended under one or more of the following circumstances, and for each occurrence ADMINISTRATOR shall prepare an amended Paragraph I.B. of this Exhibit B to the Agreement. HOSPITAL agrees that said amended Paragraph shall be provided to HASC for distribution to all Contracting Hospitals.

1. Deletion of a Contracting Hospital participant in this Agreement
2. Addition of a new participant in this Agreement
3. Any change in corporate ownership of a Contracting Hospital
4. Any request of any Contracting Hospital’s corporate ownership to reallocate funding among its Contracting Hospitals in accordance with COUNTY policy approved by the COUNTY’s Board of Supervisors
5. Any change in HOSPITAL eligibility for funding
6. Any change in Tobacco Settlement Revenue funds received by COUNTY
7. Any change in a Contracting Hospital’s percent of Charity Care/Other and Bad Debts reported to the Office of Statewide Health Planning and Development which would in turn affect the distribution of Tobacco Settlement Funds specified herein.

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B. Distribution of Tobacco Settlement Funds for Period One

<u>HOSPITAL BY CORPORATE OWNERSHIP</u>	<u>PLUS</u>	<u>PERCENT</u>	<u>TSR</u>
	<u>BAD DEBT</u>	<u>OF TOTAL</u>	<u>ALLOCATION</u>
<u>AHMC</u>			
	\$		
Anaheim Memorial/Anaheim Regional	28,785,565 35,09	4.59 5.29%	64,355 92,302
	6,880		
<u>CHILDREN'S HOSPITAL</u>			
	\$		
Children's Hospital at Mission	4,304,065 1,412,8		
	43	0.69 21%	9,622 3,716
Children's Hospital of Orange County	18,662,539 4,374,		
	789	2.97 0.66%	41,723 11,505
	\$		
<u>SUBTOTAL CHILDREN'S HOSPITAL</u>	22,966,604 5,787,		
	632	3.66 0.87%	51,345 15,221
<u>HOAG</u>			
	\$		
Hoag Memorial Hospital Presbyterian	58,201,491 51,75		
	7,489	9.28 7.80%	130,118 136,1
			19
<u>IHHI</u>			
	\$		
Chapman Medical Center	5,751,158 237,38		
	1	0.92 79%	12,858 13,774
Coastal Communities Hospital	13,791,219 11,80		
		2.20 1.78%	30,832 31,038

11		1,741		
22		10,249,154	571,9	
33	WMC A Inc	50	1.6359%	22,914
44				27,803
55		34,040,500	45,42	5.43
66	WMC SA Inc	5,747	6.84%	76,102
77		\$		119,46
88		63,832,031	73,03	10.18
99	SUBTOTAL IHHI	6,819	%	11.00
100				142,706
111	<u>KAISER</u>			192,0
122	<del>Kaiser Permanente</del>	\$	0.00%	\$
133				
144	<u>MEMORIAL</u>			
155		\$		
166		6,872,089	20,47	\$
177	Orange Coast Memorial Medical Center	0,637	1.10	3.08%
188				15,364
199		30,549,504	40,71	68,298
200	Saddleback Memorial Medical Center	3,603	4.87	6.13%
211		\$		107,07
222		37,421,593	61,18	83,662
233	SUBTOTAL MEMORIAL	4,240	5.97	9.22%
244				0
255	<u>PACIFIC HEALTH CORPORATION</u>			
266	<del>Anaheim General Hospital</del>	\$ 10,342,280	1.65%	\$ 23,122
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366	<del>CONTINUE</del> <u>CONTINUED:</u>		CHARITY CARE	
377			PLUS	PERCENT
				TSR

	<u>HOSPITAL BY CORPORATE OWNERSHIP</u>	<u>BAD DEBT</u>	<u>OF TOTAL</u>	<u>ALLOCATION</u>
	<u>PRIME HEALTHCARE</u>			
		\$		
		34,729,030	437.3	\$
	Prime Healthcare Garden Grove, LLC	28	5.5419%	77,642
		33,766,122	48.98	75,489
	Prime Healthcare Anaheim, LLC	8,372	57.38%	6
		25,604,035	23.40	4.083.52
	Prime Healthcare Huntington Beach	0,520	%	57,242
		14,215,952	15.37	61,542
	Prime Healthcare La Palma, LLC	7,713	2.2732%	31,782
				40,442
		\$		
		\$108,315,139	122	17.2718.4
	SUBTOTAL PRIME HEALTHCARE	203,933	1%	88
	<u>ST. JOSEPH HEALTH SYSTEM</u>			
		\$		\$
		6639,911,143.67	10.546.01	147,874
	Mission Hospital Regional Medical Center	2	%	64
		58,566,632	77,189.	9.3411.63
	St. Joseph Hospital	753	%	4
		55,772,855	52.16	8.897.86
	St. Jude Hospital, Inc.	7,272	%	124,689
				137.1
		\$180,483,159	169	28.7725.5
	SUBTOTAL ST. JOSEPH HEALTH	268,168	0%	403,498
				445.1
	<u>TENET</u>			
		\$		
	Fountain Valley Regional Hospital and	18,275,484	22.09	2.913.33
	Medical Center	9,109	%	40,858
		13,642,566	11.30	2.171.70
	Los Alamitos Medical Center	9,987	%	30,500
	Placentia Linda Hospital			29,744
				1.330.84

11		8,264,872	5,596,3	%	18,477	14,718
22			68			
33			\$			\$
44		40,182,922	39,00	6.41	5.88	89,835
55	SUBTOTAL TENET		5,464	%		1
66						
77	<u>UNIVERSITY OF CALIFORNIA</u>					
88			\$			\$
99		76,804,536	106,5	12.22	16.0	171,708
100	Regents of the University of CA - Irvine		39,956	5%		93
111						
122	TOTAL ALL HOSPITALS	\$627,335,320	663			\$1,402,504
133		880,581		100.00%		745,960
144						

145 C. The parties agree that information pertaining to Charity Care/Other and Bad Debts was obtained  
 146 from the Office of Statewide Health Planning and Development (OSHPD), Last Four Quarters Ending  
 147 ~~December 31, 2010.~~ September 30, 2013.

148 ~~D~~ D. The parties agree that a distribution for Period Two shall be calculated based on that  
 149 information pertaining to Charity Care/Other and Bad Debts was obtained from the Office of Statewide  
 150 Health Planning and Development (OSHPD), Last Four Quarters Ending September 30, 2014.  
 151 ADMINISTRATOR shall distribute the allocations of TSR Funding for Period Two to all Contracting  
 152 Hospitals by May 30, 2015

153 E. The parties agree that the amount of Tobacco Settlement Revenue is estimated and based on the  
 154 budget approved by Orange County Board of Supervisors ~~on June 28, 2011~~ each Fiscal Year.

155 EF. The parties agree that rounding corrections may be made by ADMINISTRATOR prior to  
 156 distribution of funds.

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158 ~~F~~ G. The parties agree that corporate ownership of Contracting Hospitals may request the initial  
 159 allocation of TSR Funding of any of its Contracting Hospitals to be reallocated to any or all of the  
 160 corporate ownership's other Contracting Hospitals. ADMINISTRATOR shall approve or deny such  
 161 requests in accordance with the policy approved by the COUNTY Board of Supervisors on  
 162 October 19, 2010. Approved requests shall be reflected in the Revised TSR Allocation column in  
 163 Paragraph ~~A~~ B above.

164 **III. OPTIONAL ALTERNATIVES FOR TSR FUNDS**

165 A. HOSPITAL may requested a portion of its TSR Allocation, as specified in Paragraph I.B above,  
 166 be sent to the California Department of Health Care Services (CDHCS) through a separate  
 167

~~1~~ Intergovernmental Transfer Agreement (IGT) with COUNTY in accordance with the IGT Policy  
~~2~~ adopted by COUNTY's Board of Supervisors on November 9, 2010. Said amount of the TSR  
~~3~~ Allocation shall not be paid to HOSPITAL through this Agreement.

~~4~~ B. If its corresponding IGT Agreement is approved by the BOS, HOSPITAL shall be exempt from  
~~5~~ Paragraph II.F of Exhibit A to this Agreement for the Transfer Amount.

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