

1 AGREEMENT FOR PROVISION OF  
2 MEDICAL TRANSPORTATION SERVICES

3 BETWEEN  
4 COUNTY OF ORANGE

5 AND

6 «UC\_NAME»«UC\_DBA»  
7 «UC\_START» THROUGH «UC\_END»

8  
9 THIS AGREEMENT entered into this «DAY» day of «DATE», which date is enumerated for  
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY), and  
11 «UC\_NAME»«UC\_DBA» (CONTRACTOR). The Agreement shall be administered by the County of  
12 Orange Health Care Agency (ADMINISTRATOR).

13  
14 WITNESSETH:

15  
16 WHEREAS, COUNTY desires to assure the availability of prompt Medical Transportation Services  
17 for Persons for whom COUNTY has statutory obligations to provide medical care, and for other Persons  
18 whose transport by ambulance or van will assist COUNTY’s employees in carrying out their duties; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** «LC\_START» through «LC\_END»

Period One means the period from July 1, ~~2012~~2015 through June 30, ~~2013~~2016

Period Two means the period from July 1, ~~2013~~2016 through June 30, ~~2014~~2017

Period Three means the period from July 1, ~~2014~~2017 through June 30, ~~2015~~2018

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Fee-For-Service

CONTRACTOR DUNS Number: «DUNS\_»

CONTRACTOR TAX ID Number: «TAX\_ID»

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: «CONTACT»  
«LC\_NAME»«LC\_DBA»  
«ADDRESS»  
«CITYSTATEZIP»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Commercial General Liability</del>	<del>\$1,000,000 per occurrence</del>
	<del>\$2,000,000 aggregate</del>
<del>Automobile Liability, including coverage</del>	<del>\$1,000,000 per occurrence</del>
<del>—for owned, non-owned and hired vehicles</del>	
<del>Workers' Compensation</del>	<del>Statutory</del>
<del>Employer's Liability Insurance</del>	<del>\$1,000,000 per occurrence</del>
<del>Professional Liability Insurance</del>	<del>\$1,000,000 per claims made or</del>
	<del>per occurrence</del>
<del>Sexual Misconduct</del>	<del>\$1,000,000 per occurrence</del>

**I. ACRONYMS**

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

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

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## II. ALTERATION OF TERMS

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

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has~~ 2.

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

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.

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

4 ~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
5 Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take  
6 necessary action to meet said standards or shall be asked to acknowledge and agree to ~~the~~  
7 ~~ADMINISTRATOR's~~ HCA's Compliance Program and Code of Conduct if the  
8 ~~ADMINISTRATOR's~~ CONTRACTOR's Compliance Program and Code of Conduct does not contain  
9 all required elements.

10 ~~6.~~ Upon written confirmation from ADMINISTRATOR's Compliance Officer that the  
11 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,  
12 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
13 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

18 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and  
19 procedures and screen all Covered Individuals employed or retained to provide services related to this  
20 Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder,~~ pursuant to  
21 this Agreement. Screening shall be conducted against the General Services Administration's ~~List of~~  
22 ~~Parties Excluded from Federal Programs~~ Parties List System or System for Award Management, the  
23 Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and  
24 the California Medi-~~CAL~~ Cal Suspended and Ineligible Provider List and/or any other list or system as  
25 identified by the ADMINISTRATOR.

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

35 2. An ~~1.~~ Ineligible Person shall be any individual or entity who:

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

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

4 ~~23.~~ 23. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 6 Agreement.

7 ~~34.~~ 34. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
 8 annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons. CONTRACTOR  
 9 shall also request that its subcontractors use their best efforts to verify that they are eligible to participate  
 10 in all federal and State of California health programs and have not been excluded or debarred from  
 11 participation in any federal or state health care programs, and to further represent to CONTRACTOR  
 12 that they do not have any Ineligible Person in their employ or under contract.

13 ~~45.~~ 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
 14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
 15 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
 16 Individual providing

17 ~~5//~~  
 18 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an  
 19 Ineligible Person.

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

26 ~~67.~~ 67. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
 27 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
 28 Such individual or entity shall be immediately removed from participating in any activity associated  
 29 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
 30 CONTRACTOR for services provided by ~~Ineligible Person~~ ineligible person or individual.  
 31 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the  
 32 overpayment is verified by ADMINISTRATOR.

33 ~~7. CONTRACTOR shall promptly return any overpayments within in forty five (45) days after~~  
 34 ~~the overpayment is verified by the ADMINISTRATOR.~~

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

37 //

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

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

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

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

10 ~~— D. CODE OF CONDUCT— ADMINISTRATOR has developed a Code of Conduct for adherence  
11 by ADMINISTRATOR's employees and contract providers:~~

12 ~~— 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
13 ADMINISTRATOR's Code of Conduct.~~

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

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

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

22 ~~— 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of  
23 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
24 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

25 ~~— 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,  
26 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
27 CONTRACTOR's Code of Conduct.~~

28 ~~— 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then  
29 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
30 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

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

35 ~~— E~~ D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE  
36 STANDARDS

37 //



1 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
2 consultants, subcontractors, volunteers and interns.

3 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
4 disclosure in connection with activity funded under this Agreement. This system shall include  
5 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
6 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
7 physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity,  
8 and availability of all confidential information that it creates, receives, maintains or transmits.  
9 CONTRACTOR shall provide COUNTY with information concerning such safeguards.

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

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

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

#### 18 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

30 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
31 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change  
32 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in  
33 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month  
34 period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted  
35 assignment or delegation in derogation of this paragraph shall be void.  
36  
37

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

## 8 9 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 19 20 **VII. FACILITIES, PAYMENTS AND SERVICES**

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

## 26 27 **VIII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

21 E. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 22 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an  
 23 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the  
 24 CEO/Office of Risk Management.

25 F. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
 26 Agreement, COUNTY may terminate this Agreement.

27 G. ~~, the~~ QUALIFIED INSURER

28 1. The policy or policies of insurance ~~covering its operations placed with reputable insurance~~  
 29 ~~companies in amounts as specified in the Referenced Contract Provisions of this Agreement. Upon~~  
 30 ~~request by ADMINISTRATOR,~~ must be issued by an insurer licensed to do business in the state of  
 31 California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating)  
 32 and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating  
 33 Guide/Property-Casualty/United States or ambest.com)

34 2. If the insurance carrier is not an admitted carrier in the state of California and does not have  
 35 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or  
 36 reject a carrier after a review of the company's performance and financial ratings.

37 H. The policy or policies of insurance maintained by CONTRACTOR shall provide ~~evidence of~~

such insurance; the minimum limits and coverage as set forth below:

~~E. All insurance policies except Workers' Compensation and Employer's~~

Coverage	Minimum Limits
Commercial General Liability	\$2,000,000 per occurrence \$2,000,000 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

**I. REQUIRED COVERAGE FORMS**

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

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

**J. REQUIRED ENDORSEMENTS** – The Commercial General Liability policy shall contain the following clauses/endorsements, which shall accompany the COI:

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

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. ~~"It is agreed~~ A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall ~~apply in~~ be excess of, and ~~not contribute with,~~ non-contributing.

**K.** All insurance ~~provided~~ 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.

L. 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.

~~3. "This~~

M. All insurance policies required by this Agreement shall ~~not be cancelled, limited~~ 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 ~~non-renewed until after~~ an endorsement separate from the COI.

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

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

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

Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR 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 CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

S. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

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

c. Within thirty (30) calendar days upon receipt of written notice ~~has been given to Orange County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637.~~ by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

~~F. Certificates of Insurance~~ 2. The COI and endorsements ~~evidencing the above coverages and clauses~~ shall be ~~mailed~~ provided to the COUNTY at the address as referenced in the Referenced Contract Provisions of this Agreement.

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

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

8 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
 9 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and

10 //  
 11 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
 12 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

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

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

## 25 **IX. INSPECTIONS AND AUDITS**

26  
 27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 28 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 29 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
 30 access to any books, documents, and records, including but not limited to, financial statements, general  
 31 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly  
 32 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an  
 33 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth  
 34 in the Records Management and Maintenance paragraph of this Agreement. Such Persons may at all  
 35 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the  
 36 premises in which they are provided.

37 //

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

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

7 ~~D.~~ C. AUDIT RESPONSE

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

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

## 21 X. LICENSES AND LAWS

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

27 ~~B.~~ C. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to  
 28 obtain or maintain, irrespective of the pendency of ~~an appeal, such~~ any hearings or appeals, permits,  
 29 licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for  
 30 termination of this Agreement. ~~CONTRACTOR shall comply with all applicable governmental laws,~~  
 31 ~~regulations and requirements, as they exist now or may be hereafter amended or changed, irrespective of~~  
 32 ~~whether such laws, rules or regulations deal with licenses, permits or similar matters.~~

## 33 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

34 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
 35 of the award of this Agreement:

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

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

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

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

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

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

17 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
18 requirements as they exist now or may be hereafter amended or changed.

19 D. CONTRACTOR attests that all CONTRACTOR physicians providing services under this  
20 Agreement are and will continue to be as long as this Agreement remains in effect, the holders of  
21 currently valid licenses to practice medicine in the State of California and are members in good standing  
22 of the medical staff of CONTRACTOR's facility.

## 23 **XI. MAXIMUM OBLIGATION**

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

## 30 **XII. NONDISCRIMINATION**

### 31 **A. EMPLOYMENT**

32 1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered  
33 Individuals shall not unlawfully discriminate against any employee or applicant for employment because  
34 of his/her ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital~~

1 ~~status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical  
 2 ~~or disability, mental disability,~~ ~~medical condition, genetic information, marital status, sex, gender,~~  
 3 ~~gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Additionally,  
 4 ~~during the term of this Agreement,~~ CONTRACTOR and its Covered Individuals shall ~~warrant~~ require in  
 5 ~~its subcontracts~~ that ~~the evaluation and treatment of~~ subcontractors shall not unlawfully discriminate  
 6 ~~against any employee or applicant for employment because of his/her race, religious creed, color,~~  
 7 ~~national origin, ancestry, physical disability, mental disability, medical condition, genetic information,~~  
 8 ~~marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and~~  
 9 ~~veteran status.~~

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

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

17 4. CONTRACTOR shall ~~post~~ in conspicuous places, available to employees and applicants for  
 18 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity  
 19 Commission setting forth the provisions of the Equal Opportunity clause.

20 25. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 21 ~~and/or subcontractor~~ shall state that all qualified applicants will receive consideration for employment  
 22 without regard to ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~  
 23 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~  
 24 ~~physical or disability, mental disability,~~ ~~medical condition, genetic information, marital status, sex,~~  
 25 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Such  
 26 ~~requirement~~ requirements shall be deemed fulfilled by use of the ~~phrase "an equal opportunity~~  
 27 ~~employer."~~ term EOE.

28 36. Each labor union or representative of workers with which CONTRACTOR ~~and/or~~  
 29 ~~subcontractor~~ has a collective bargaining agreement or other contract or understanding must post a  
 30 notice advising the labor union or workers' representative of the commitments under this  
 31 Nondiscrimination ~~paragraph~~ Paragraph and shall post copies of the notice in conspicuous places  
 32 available to employees and applicants for employment.

33 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR ~~and/or subcontractor~~ shall not  
 34 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
 35 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~  
 36 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~  
 37 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~

gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

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

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

~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.~~

~~b~~ 1. Whenever possible, problems shall be resolved informally and at the point of service. CONTRACTOR 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 CONTRACTOR 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 OCR.~~

CD. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,

1 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended  
2 (42 USC 12101; et seq.); as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition  
3 of discrimination against qualified ~~Persons~~ persons with disabilities in all programs or activities; and if  
4 applicable, as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter  
5 amended together with succeeding legislation.

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

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

14  
15 **XII. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by Email; or

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

25 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
26 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
27 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
28 Parcel Service, or other expedited delivery service.

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

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

35 //

36 //

37 //

### XIII. PAYMENT CARD COMPLIANCE

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

### ~~XV. PAYMENTS AND SERVICES~~

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

### XIV. RECORDS MANAGEMENT AND MAINTENANCE

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

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).
2. State of California, Department of ASRS manual.
3. State of California, DPFS manual.
4. State of California, Health and Safety Code §123145.
5. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

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

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

//

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

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

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

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

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

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

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

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

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

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

24 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
25 security of PII and/or PHI. CONTRACTOR shall, immediately upon discovery of a breach of privacy  
26 and/or security of PII and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by  
27 telephone and email or facsimile.

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

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

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

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

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

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

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

### 11 **XV. SEVERABILITY**

12 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
13 to any Person or circumstances to be invalid or if any provision of this Agreement contravenes any  
14 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
15 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
16 in full force and effect, and to that extent the provisions of this Agreement are severable.  
17

### 18 **XVI. STATUS OF CONTRACTOR**

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

### 31 **XVII. TAX LIABILITY**

32 CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes  
33 or similar levies as a result of any monies paid CONTRACTOR under pursuant to this Agreement.  
34 CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses,  
35 demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in  
36 the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies,  
37

1 ~~or~~ penalties and/or interest imposed, resulting from any failure of CONTRACTOR to comply with the  
 2 provisions of this paragraph.

### 4 **XVIII. TERM**

5 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
 6 term of this ~~Master~~ Agreement applies. ~~The term of this Master~~ This specific Agreement shall  
 7 commence ~~on July 1, 2012 and~~ as specified in the Reference Contract Provisions of this Agreement or  
 8 the execution date, whichever is later. This specific Agreement shall terminate ~~on June 30, 2015;~~  
 9 ~~provided, however, that the specific term for CONTRACTOR shall be~~ as specified in the Referenced  
 10 Contract Provisions of this Agreement; ~~and, unless otherwise sooner terminated as provided further that~~  
 11 ~~the parties~~ in this Agreement; provided, however, CONTRACTOR shall ~~continue to~~ be obligated to  
 12 ~~comply with the requirements and~~ perform ~~the~~ such duties ~~specified in~~ as would normally extend beyond  
 13 ~~this Agreement. Such duties include,~~ term, including but ~~are~~ not limited to, obligations with respect to  
 14 confidentiality, indemnification, audits, reporting; and accounting.

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

### 18 **XIX. TERMINATION**

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

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

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

- 27 1. The loss by CONTRACTOR of legal capacity.
- 28 2. Cessation of services.
- 29 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 30 another entity without the prior written consent of COUNTY.
- 31 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 32 required pursuant to this Agreement.
- 33 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
 34 Agreement.
- 35 6. The continued incapacity of any physician or licensed person to perform duties required  
 36 pursuant to this Agreement.

37 //

1 7. Unethical conduct or malpractice by any physician or licensed person providing services  
 2 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 3 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 4 Agreement.

5 D. CONTINGENT FUNDING

6 1. Any obligation of COUNTY under this Agreement is contingent upon the following:  
 7 a. The continued availability of federal, state and county funds for reimbursement of  
 8 COUNTY's expenditures, and  
 9 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
 10 approved by the Board of Supervisors.

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

14 E. In the event this Agreement is terminated by either party, after receiving a Notice of  
 15 Termination CONTRACTOR shall do the following:

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

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

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

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

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

30 F. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
 31 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

32  
 33 **XX. THIRD PARTY BENEFICIARY**

34 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
 35 including, but not limited to, any subcontractors or any clients provided services ~~hereunder~~ pursuant to  
 36 this Agreement.

37 //

**XXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 «UC\_NAME»«UC\_DBA»

5  
6 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

7  
8 TITLE: \_\_\_\_\_

9  
10  
11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

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17  
18 COUNTY OF ORANGE

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20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 -HEALTH CARE AGENCY

23  
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26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

31 DEPUTY

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33  
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by HCA ADMINISTRATOR.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
MEDICAL TRANSPORTATION SERVICES WITH  
«UC\_NAME»«UC\_DBA»  
«UC\_START» THROUGH «UC\_END»

**I. AUTHORIZED AGENCIES**

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

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

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

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

**II. AVAILABILITY OF SERVICES**

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

**A. AMBULANCE SERVICES**

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

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

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

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

#### 10 B. VAN SERVICES

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

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

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

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

### 27 **III. DEFINITION OF SERVICE CATEGORIES**

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

1 determines that there was good cause not within the control of CONTRACTOR for the delay. The  
 2 determination by COUNTY as to whether or not a particular incident requires emergency service shall  
 3 be binding on COUNTY and CONTRACTOR.

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

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

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

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

#### 18 **IV. PAYMENT PROCESS**

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

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

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

36 C. CONTRACTOR may request information from COUNTY concerning addresses of Persons  
 37 transported by CONTRACTOR and such Person's current eligibility for Federal or State benefits in

1 connection with such transportation only where transportation has been provided to a Person under one  
 2 of the defined Service Categories in Subparagraph III of this Exhibit A of the Agreement at the request  
 3 of an Authorized Agency.

#### 4 5 **V. DEFINITION OF PERSONS TO BE SERVED**

6 COUNTY shall be responsible for services provided to the following Persons only:

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

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

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

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

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

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

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

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

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

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

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

37 //

1 **VI. ~~Definition of Persons Excluded From Service~~ DEFINITION OF PERSONS EXCLUDED FROM**  
 2 **SERVICE**

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

6 **VII. REIMBURSEMENT**

7 A. COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the  
 8 services, staffing, any equipment and supplies, and reports in accordance with Exhibits A through E to  
 9 this Agreement. ~~A.~~ CONTRACTOR shall operate continuously throughout the term of this  
 10 Agreement with at least the minimum number and type of staff which meet applicable state and federal  
 11 requirements, and which are necessary for the provision of the services hereunder. COUNTY shall  
 12 reimburse CONTRACTOR for services provided to Persons identified in Subparagraph V. of this  
 13 Exhibit A, less revenue from any other source, within forty-five (45) days after receipt of approved  
 14 invoices and required supporting documentation submitted within the time limit set forth in  
 15 Subparagraph IV. Reimbursement shall be made in accordance with the rates set forth in Exhibits B and  
 16 C to the Agreement. COUNTY shall have no obligation to process or pay invoices which are not  
 17 submitted within such time limits, as stated in Subparagraph IV.A. of this Exhibit A to the Agreement.  
 18 CONTRACTOR shall comply with the invoice submittal process established by ADMINISTRATOR.

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

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

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

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

- 31 a. Patient's name
- 32 b. Date of trip
- 33 c. Amount billed
- 34 d. Amount collected
- 35 e. Source of revenue: COUNTY; private provider; Medi-Cal; Medicare
- 36 f. Amount to be refunded to COUNTY if payment was made by COUNTY prior to

37 CONTRACTOR receiving payment from any other source.

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

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

4 E. Unlisted supplies provided in service of the Agreement must be itemized when billed for with  
5 an attached manufacturer or supplier invoice showing the wholesale price. An internal company invoice  
6 or catalog page shall not be accepted, and such costs shall be deducted from the invoice. The contents of  
7 any kit billed for must be listed in the Other "itemized" field of the COUNTY billing form  
8 (F272-01.1846.3). Identify items billed on the invoice with an underline, check mark or circle, or the  
9 claim may be denied for inadequate documentation.

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

13 G. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to allow  
14 CONTRACTOR to submit supplemental invoices for services provided to a Person for whom contracted  
15 Medi-Cal rates are not set forth in this Agreement. ADMINISTRATOR has sole discretion to negotiate  
16 rates on an as needed basis.

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
MEDICAL TRANSPORTATION SERVICES WITH  
«UC\_NAME»«UC\_DBA»  
«UC\_START» THROUGH «UC\_END»

AMBULANCE TRANSPORTATION RATES

A. SERVICE	RATE
1. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 a.m. to 7 p.m.).....	\$118.20
2. Ambulance service, Basic Life Support (BLS) base rate, emergency transport, one way (includes allowance for emergency run) (7 p.m. to 7 a.m.).....	128.08
3. Non-emergency transportation (7 a.m. to 7 p.m.), 1 patient .....	107.16
4. Non-emergency transportation (7 p.m. to 7 a.m.), 1 patient .....	117.04
5. Response to call (day and evening), 2 patients, each patient .....	37.02
6. Mileage one-way per mile.....	3.55
7. Compressed air for infant respirator .....	10.23
8. Extra attendant – RN/EMT first hour. ....	16.44
9. Extra attendant – RN/EMT 2nd and 3rd hour each .....	11.51
10. Extra attendant – RN/EMT (each additional hour).....	5.25
11. Oxygen – per tank .....	9.88
12. Neonatal intensive care incubator .....	51.49
13. Waiting time over 15 minutes – each 15 minutes.....	9.88

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
MEDICAL TRANSPORTATION SERVICES WITH  
«UC\_NAME»«UC\_DBA»  
«UC\_START» THROUGH «UC\_END»

WHEELCHAIR VAN AND LITTER VAN TRANSPORTATION RATES

A. <u>SERVICE</u>	<u>RATE</u>
1. Response to call, non-litter patient, 1 patient.....	\$17.65
a. 2 patients, each patient.....	14.10
b. 3 patients, each patient.....	11.17
c. 4 or more patients, each patient .....	10.01
2. Wheelchair use .....	.89
3. Response to call, litter patient .....	26.29
4. Attendant.....	5.52
5. Waiting time over 15 minutes – each 15 minutes .....	5.65
6. Mileage one-way per mile.....	1.30
7. Night call – 7:00 p.m. to 7:00 a.m. (applicable at time of request).....	6.13
8. Oxygen – per tank .....	11.86

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

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

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EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
MEDICAL TRANSPORTATION SERVICES WITH  
«UC\_NAME»«UC\_DBA»  
«UC\_START» THROUGH «UC\_END»  
SPECIFIC SERVICES AND LICENSED AREAS (IN-COUNTY)

~~Tax I.D. #~~ «TAX\_ID»

A. CONTRACTOR agrees to provide the following medical transportation services pursuant to the terms and conditions specified in the Agreement for Provision of Medical Transportation Services by and between COUNTY and CONTRACTOR dated July 1, ~~2012~~2015 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Ambulance  
Service  
«IC\_AMB»

Van  
Service  
«IC\_VAN»

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

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

C. CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of those cities and corresponding licenses in which CONTRACTOR is licensed to pick up patients.

EXHIBIT E  
 TO AGREEMENT FOR PROVISION OF  
 MEDICAL TRANSPORTATION SERVICES WITH  
 «UC\_NAME»«UC\_DBA»  
 JULY 1, ~~2012~~2015 THROUGH JUNE 30, ~~2015~~2018  
 SPECIFIC SERVICES AND LICENSED AREAS (OUT OF COUNTY)

~~TAX I.D. # «TAX\_ID»~~

A. CONTRACTOR agrees to provide the following medical transportation services pursuant to the terms and conditions specified in the Agreement for Provision of Medical Transportation Services by and between COUNTY and CONTRACTOR dated July 1, ~~2012~~2015 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Ambulance Service	Van Service
<del>«OOC_AMB»</del>	<del>«OOC_VAN»</del>
«IC_AMB»	«IC_VAN»

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

<u>Los Angeles County</u>				<del>Riverside</del> <u>San Bernardino County</u>	
«ARTSIA»	Artesia	«LKVIEW»	Lakeview	<del>«RVRSD»</del>	<del>Riverside</del> <u>Chino</u>
«BFLWR»	Bellflower	«LKWOOD»	Lakewood	«CLTON»	<u>Colton</u>
	Bell		Long	<del>«HGHLND»</del> <u>San</u>	
«B_GRDNS»	Gardens	«LNG_BCH»	Beach	<del>Bernardino County</del>	<u>Highland</u>
			Los		
«CRTOS»	Cerritos	«L_A»	Angeles	<del>«CLTON»</del>	<u>Redlands</u> <u>Colton</u>
	City of				<u>San</u>
«CTY_IND»	Industry	«NRWLK»	Norwalk	<del>«SN_BDO»</del> <del>«HGHLND»</del>	<u>Bernardino</u> <u>Highland</u>
					<u>Colton</u> <u>San</u>
«CVNA»	Covina	«PRAMNT»	Paramount	<del>«CLTON»</del> <del>«SN_BDO»</del>	<u>Bernardino</u>
			Pico		
«DWNYS»	Downey	«PCO_RVRA»	Rivera		
«DURTE»	Duarte	«PMNA»	Pomona		
				<u>San Diego County</u>	

1	«EL MNTE»	El Monte	«RSEMED»	Rosemead	«CRLSBD»	Carlsbad
2	«INGLWD»	Inglewood	«S PDRO»	San Pedro	«NTL CTY»	National City
3	«L_MIRDA»	La Mirada	«SYLMR»	Sylmar	«VSTA»	San Diego Vista
4				Torrance	«VSTA»	Vista

C. CONTRACTOR shall maintain and provide to ADMINISTRATOR, an updated list of those cities and corresponding licenses in which CONTRACTOR is licensed to pick up patients.

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