

1 AGREEMENT FOR PROVISION OF
2 DESIGNATED EMERGENCY SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UC_NAME»
7 «UC_DBA»
8 JULY 1, 2018 THROUGH JUNE 30, 2023
9

10 THIS AGREEMENT entered into this 1st day of July 2018, which date is enumerated for purposes
11 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
12 «UC_NAME»«UC_DBA», «CORP_STAT» (CONTRACTOR). COUNTY and CONTRACTOR may
13 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement
14 shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
15

16 **W I T N E S S E T H:**
17

18 WHEREAS, CONTRACTOR is an Orange County hospital that has been licensed and/or
19 designated to provide specific services as defined and described in Exhibit A to this Agreement; and

20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of the Designated
21 Emergency Services described herein to the residents of Orange County; and

22 WHEREAS, CONTRACTOR is agreeable to the rendering of such services according to the terms
23 and conditions hereinafter set forth:

24 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
25 herein, COUNTY and CONTRACTOR do hereby agree as follows:

26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	6
III. Compliance	6
IV. Confidentiality.....	10
V. Delegation, Assignment and Subcontracts.....	11
VI. Employee Eligibility Verification	12
VII. Equipment	12
VIII. Facilities, Payments, and Services.....	13
IX. Indemnification and Insurance	13
X. Inspections and Audits.....	17
XI. Licenses and Laws	18
XII. Literature, Advertisement, and Social Media	19
XIII. Nondiscrimination.....	20
XIV. Notices.....	22
XV. Records Management and Maintenance	22
XVI. Research and Publication.....	23
XVII. Right to Work and Minimum Wage Laws.....	23
XVIII. Severability.....	23
XIX. Special Provisions	24
XX. Status of Contractor	24
XXI. Term	25
XXII. Termination	25
XXIII. Third Party Beneficiary	27
XXIV. Waiver of Default or Breach.....	27
Signature Page.....	28

//
//
//
//
//
//
//

REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2018 through June 30, 2023

CONTRACTOR Term:

Acute Care Hospital:	«ACH_TERM»
Emergency Receiving Center:	«ERC_TERM»
Children’s Emergency Receiving Center:	«CERC_TERM»
Base Hospital Services:	«BHS_TERM»
Paramedic Trauma Receiving Center:	«PTRC_TERM»

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
 405 West 5th Street, Suite 600
 Santa Ana, CA 92701-4637

County of Orange
 Health Care Agency
 Emergency Medical Services
 405 West 5th Street, Suite 301A
 Santa Ana, CA 92701

CONTRACTOR: «LC_NAME» «LC_DBA»
 Attention: «CONTACT_TITLE»
 «STREET»
 «CITY», «STATE» «ZIP»
 «CONTACT_EMAIL»

//
//
//

I. ACRONYMS

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

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

1	AH. OPM	Federal Office of Personnel Management
2	AI. PA DSS	Payment Application Data Security Standard
3	AJ. PC	State of California Penal Code
4	AK. PCI DSS	Payment Card Industry Data Security Standard
5	AL. PHI	Protected Health Information
6	AM. PII	Personally Identifiable Information
7	AN. PRA	Public Record Act
8	AO. PTRC	Paramedic Trauma Receiving Center
9	AP. PedTC	Pediatric Trauma Center
10	AQ. SIR	Self-Insured Retention
11	AR. The HITECH Act	The Health Information Technology for Economic and Clinical Health
12		Act, Public Law 111-005
13	AS. USC	United States Code
14	AT. WIC	State of California Welfare and Institutions Code

15
16 **II. ALTERATION OF TERMS**

17 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,
18 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
19 subject matter of this Agreement.

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

24
25 **III. COMPLIANCE**

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

29 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
30 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
31 General Compliance and Annual Provider Trainings.

32 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
33 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
34 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
35 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
36 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph III
37 (COMPLIANCE). These elements include:

- 1 a. Designation of a Compliance Officer and/or compliance staff.
- 2 b. Written standards, policies and/or procedures.
- 3 c. Compliance related training and/or education program and proof of completion.
- 4 d. Communication methods for reporting concerns to the Compliance Officer.
- 5 e. Methodology for conducting internal monitoring and auditing.
- 6 f. Methodology for detecting and correcting offenses.
- 7 g. Methodology/Procedure for enforcing disciplinary standards.

8 3. If CONTRACTOR does not provide proof of its own Compliance program to
 9 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
 10 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
 11 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
 12 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program
 13 and Code of Conduct.

14 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
 15 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
 16 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
 17 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
 18 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
 19 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
 20 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
 21 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
 22 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
 23 CONTRACTOR shall revise its compliance program and code of conduct to meet
 24 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
 25 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

26 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 27 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
 28 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
 29 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
 30 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
 31 Program.

32 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
 33 retained to provide services related to this Agreement semi-annually to ensure that they are not
 34 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against
 35 the General Services Administration's Excluded Parties List System or System for Award Management,
 36 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and

37 //

1 the California Medi-Cal Suspended and Ineligible Provider List and/or any other list or system as
2 identified by the ADMINISTRATOR.

3 1. For purposes of this Paragraph III (COMPLIANCE), Covered Individuals includes all
4 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
5 health care items or services or who perform billing or coding functions on behalf of
6 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
7 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
8 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
9 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
10 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
11 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
12 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
13 procedures if CONTRACTOR has elected to use its own).

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

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

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

20 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
21 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
22 Agreement.

23 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
24 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
25 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
26 State of California health programs and have not been excluded or debarred from participation in any
27 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
28 any Ineligible Person in their employ or under contract.

29 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
30 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
31 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
32 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
33 Ineligible Person.

34 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
35 federal and state funded health care services by contract with COUNTY in the event that they are
36 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
37 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Agreement.

3 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
4 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
5 screened. Such individual or entity shall be immediately removed from participating in any activity
6 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
7 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
8 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
9 overpayment is verified by ADMINISTRATOR.

10 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
11 Compliance Training available to Covered Individuals.

12 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
13 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
14 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
15 representative to complete the General Compliance Training when offered.

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

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

19 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
20 copies of training certification upon request.

21 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
22 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
23 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
24 CONTRACTOR shall provide copies of the certifications.

25 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
26 Provider Training, where appropriate, available to Covered Individuals.

27 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
28 Individuals relative to this Agreement. This includes compliance with federal and state health care
29 program regulations and procedures or instructions otherwise communicated by regulatory agencies
30 including the Centers for Medicare and Medicaid Services or their agents.

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

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

34 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
35 provide copies of the certifications upon request.

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a

1 group setting while CONTRACTOR shall retain the certifications. Upon written request by
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

12 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
13 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
14 accurately describes the services provided and must ensure compliance with all billing and
15 documentation requirements.

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

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

20 F. Failure to comply with the obligations stated in this Paragraph III (COMPLIANCE) shall
21 constitute a breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to
22 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
23 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
24 grounded on this Paragraph III (COMPLIANCE) prior to ADMINITRATOR's right to terminate this
25 Agreement on the basis of such default.

26
27 **IV. CONFIDENTIALITY**

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

31 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
32 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
33 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
34 confidentiality of any and all information and records which may be obtained in the course of providing
35 such services. This Agreement shall specify that it is effective irrespective of all subsequent
36 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
37 authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR’s intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, 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 CONTRACTOR 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 subparagraph shall be void.

2. If CONTRACTOR is 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 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3. If CONTRACTOR 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 CONTRACTOR is a nonprofit, for-profit, or a governmental organization, CONTRACTOR shall provide written notification of CONTRACTOR’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. CONTRACTOR’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, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

8
9 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

10 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
11 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
12 and consultants performing work under this Agreement meet the citizenship or alien status requirement
13 set 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. EQUIPMENT**

21 A. COUNTY has loaned CONTRACTOR personal property as indicated in Exhibit B to this
22 Agreement. Title to these items remains vested in COUNTY. Such property shall be maintained by
23 CONTRACTOR in accordance with the requirements set forth in COUNTY's "Accounting Procedures
24 Manual," as it exists or may be periodically amended hereafter, a current copy of which has been
25 provided to CONTRACTOR. COUNTY shall allow CONTRACTOR thirty (30) days from receipt of
26 an amended Manual to implement any required changes. CONTRACTOR shall cooperate with
27 ADMINISTRATOR in conducting such periodic on-site inventories as may be required by
28 ADMINISTRATOR.

29 **B. INTERFERENCE TESTING**

30 1. CONTRACTOR agrees to notify COUNTY at least sixty (60) days prior to allowing the
31 installation of new radio communications, radio paging equipment, or similar systems on property under
32 the control of the CONTRACTOR.

33 2. CONTRACTOR agrees to test for interference with the paramedic communications system,
34 from any radio communications, radio paging systems or similar equipment to be installed on property
35 under the control of CONTRACTOR. This shall apply to any CONTRACTOR operated systems or
36 CONTRACTOR's equipment installed within one (1) mile of the paramedic base station equipment.

37 //

1 3. COUNTY agrees to participate in the interference testing, but shall not bear the costs
2 incurred by CONTRACTOR or any other agency, organization or group to conduct the interference
3 testing.

4 4. If harmful interference is observed, CONTRACTOR shall correct interference prior to
5 activation of said radio communications, radio paging or similar systems or equipment. Hardware
6 required to eliminate any interference, whether required to be attached to COUNTY or
7 CONTRACTOR's equipment, shall be provided by CONTRACTOR at no cost to COUNTY.

8 C. EQUIPMENT DAMAGE

9 1. CONTRACTOR shall be liable for any damage to COUNTY equipment, loaned and
10 installed under the terms of this Agreement, caused by CONTRACTOR or any of its subcontractors.
11 Damage liability shall not include the wear and tear associated with normal operation of the equipment
12 or from any damage caused by act of God or from other causes beyond the reasonable control of
13 CONTRACTOR.

14 2. It is understood that the maintenance expense of such loaned equipment shall be
15 COUNTY's responsibility and that COUNTY shall maintain such loaned equipment at its expense.
16 Should any of such equipment fail to operate properly, CONTRACTOR shall inform COUNTY, and
17 COUNTY shall promptly repair or replace such equipment. Notice by CONTRACTOR shall be given
18 as directed by ADMINISTRATOR.

19 3. In the event that CONTRACTOR's license as an Acute Care Hospital or its designation as a
20 Base Hospital or Paramedic Receiving Center are terminated, CONTRACTOR shall return the
21 applicable Equipment to COUNTY or, at sole discretion of ADMINISTRATOR, enter into a separate
22 Agreement with COUNTY for the Equipment specified in Exhibit B to this Agreement.

23 **VIII. FACILITIES, PAYMENTS AND SERVICES**

24 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
25 Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when applicable,
26 said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with
27 at least the minimum number and type of staff which meet applicable federal and state requirements,
28 and which are necessary for the provision of the services hereunder.
29

30 **IX. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
33 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
34 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
35 including but not limited to personal injury or property damage, arising from or related to the services,
36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
37

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
4 a jury apportionment.

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

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

17 D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
18 required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to submit
19 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that
20 the insurance provisions of this Agreement have been complied with and to maintain such insurance
21 coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors
22 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
23 subject to the same terms and conditions as set forth herein for CONTRACTOR.

24 E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
25 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
26 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
27 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
28 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
29 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
30 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
31 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
32 by COUNTY representative(s) at any reasonable time.

33 F. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of \$50,000 shall
34 specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's
35 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,
36 and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the
37 following:

1 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
2 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
3 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
4 cost and expense with counsel approved by Board of Supervisors against same; and

5 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
6 duty to indemnify or hold harmless; and

7 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
8 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
9 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

10 G. If CONTRACTOR fails to maintain insurance as required in this Paragraph IX
11 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
12 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
13 this Agreement.

14 H. QUALIFIED INSURER

15 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
16 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
17 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
18 but not mandatory, that the insurer be licensed to do business in the state of California (California
19 Admitted Carrier).

20 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
21 Risk Management retains the right to approve or reject a carrier after a review of the company's
22 performance and financial ratings.

23 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
24 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
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

37 //

1 I. REQUIRED COVERAGE FORMS

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

4 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
5 CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

6 J. REQUIRED ENDORSEMENTS

7 1. The Commercial General Liability policy shall contain the following endorsements, which
8 shall accompany the COI:

9 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
10 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
11 agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
12 **WRITTEN AGREEMENT**.

13 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
14 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
15 insurance maintained by the County of Orange shall be excess and non-contributing.

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

19 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
20 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
21 agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**
22 **AGREEMENT**.

23 M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
24 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
25 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
26 breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
27 Agreement.

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

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

34 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
35 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
36 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
37 //

1 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
2 Agreement by COUNTY.

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

6 **R. SUBMISSION OF INSURANCE DOCUMENTS**

7 1. The COI and endorsements shall be provided to COUNTY as follows:
8 a. Prior to the start date of this Agreement.
9 b. No later than the expiration date for each policy.
10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
11 changes to any of the insurance types as set forth in Subparagraph G, above.

12 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
13 the Referenced Contract Provisions of this Agreement.

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

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

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

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

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
29 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
30

31 **X. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
33 of the State of California, the Secretary of the United States Department of Health and Human Services,
34 the Comptroller General of the United States, or any other of their authorized representatives, shall have
35 access to any books, documents, and records, including but not limited to, financial statements, general
36 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
37 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an

1 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
2 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
3 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
4 premises in which they are provided.

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

9 C. AUDIT RESPONSE

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

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

22 D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare and file
23 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
24 during the term of this Agreement.

25 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
26 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
27 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
28 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

30 **XI. LICENSES AND LAWS**

31 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
32 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
33 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
34 required by the laws, regulations and requirements of the United States, the State of California,
35 COUNTY, and all other applicable governmental agencies.

36 //
37 //

1 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

2 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
3 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
4 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
5 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
6 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
7 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

18
19 **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

26 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
27 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
28 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

29 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
30 available social media sites) in support of the services described within this Agreement,
31 CONTRACTOR shall develop social media policies and procedures and have them available to
32 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
33 forms of social media used to either directly or indirectly support the services described within this
34 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
35 they pertain to any social media developed in support of the services described within this Agreement.
36 CONTRACTOR shall also include any required funding statement information on social media when
37 required by ADMINISTRATOR.

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

3
4 **XIII. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

6 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
7 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
8 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
9 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during
10 the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
11 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
12 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,
13 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
14 mental disability.

15 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
16 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
17 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
18 for training, including apprenticeship.

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

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

25 5. All solicitations or advertisements for employees placed by or on behalf of
26 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
27 for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex,
28 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
29 mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

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

35 **B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not**
36 **discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities**
37 **on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,**

1 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
2 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
3 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
4 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
5 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
6 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
7 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
8 limited to the following based on one or more of the factors identified above:

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

18 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
19 through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
20 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
21 ADMINISTRATOR.

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

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

28 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
29 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
30 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
31 et seq.),as applicable, pertaining to the prohibition of discrimination against qualified persons with
32 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
33 seq., as they exist now or may be hereafter amended together with succeeding legislation.

34 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
35 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
36 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
37 //

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
2 enforce rights secured by federal or state law.

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

7
8 **XIV. NOTICES**

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

- 11 1. When written and deposited in the United States mail, first class postage prepaid and
- 12 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
- 13 by ADMINISTRATOR;
- 14 2. When faxed, transmission confirmed;
- 15 3. When sent by Email; or
- 16 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 17 Service, or other expedited delivery service.

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

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

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

28
29 **XV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

14
15 **XVI. RESEARCH AND PUBLICATION**

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

18
19 **XVII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

20 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
21 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
22 federal or California Minimum Wage to all its employees that directly or indirectly provide services
23 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
24 all its contractors or other persons providing services pursuant to this Agreement on behalf of
25 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
26 Wage.

27 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
28 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
29 pursuant to providing services pursuant to this Agreement.

30 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
31 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
32 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
33 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

34
35 **XVIII. SEVERABILITY**

36 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
37 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any

1 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
2 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
3 in full force and effect, and to that extent the provisions of this Agreement are severable.

4
5 **XIX. SPECIAL PROVISIONS**

6 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
7 purposes:

- 8 1. Making cash payments to intended recipients of services through this Agreement.
- 9 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
10 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
11 use of appropriated funds to influence certain federal contracting and financial transactions).
- 12 3. Fundraising.
- 13 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
14 CONTRACTOR’s staff, volunteers, or members of the Board of Directors.
- 15 5. Reimbursement of CONTRACTOR’s members of the Board of Directors for expenses or
16 services.
- 17 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
18 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
19 salary advances or giving bonuses to CONTRACTOR’s staff.
- 20 7. Paying an individual salary or compensation for services at a rate in excess of the current
21 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
22 Schedule may be found at www.opm.gov.
- 23 8. Severance pay for separating employees.
- 24 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
25 codes and obtaining all necessary building permits for any associated construction.

26 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
27 shall not use the funds provided by means of this Agreement for the following purposes:

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the
30 purpose of client care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
33 contribute to the quality of services to be provided pursuant to this Agreement.

34
35 **XX. STATUS OF CONTRACTOR**

36 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
37 wholly responsible for the manner in which it performs the services required of it by the terms of this

1 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
2 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
3 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
4 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR
5 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
6 subcontractors as they relate to the services to be provided during the course and scope of their
7 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
8 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner
9 to be COUNTY’s employees.

10
11 **XXI. TERM**

12 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
13 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
14 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
15 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
16 would normally extend beyond this term, including but not limited to, obligations with respect to
17 confidentiality, indemnification, audits, reporting and accounting.

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

20
21 **XXII. TERMINATION**

22 A. Either party may terminate this Agreement, without cause, upon ninety (90), calendar days
23 written notice given the other party.

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

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

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

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

17 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
18 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
19 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
20 term of the Agreement.

21 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
22 above, CONTRACTOR shall do the following:

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

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

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

29 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
30 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
31 orderly transfer.

32 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
33 client's best interests.

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

36 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
37 supplies purchased with funds provided by COUNTY.

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

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

9
10 **XXIII. THIRD PARTY BENEFICIARY**

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

14
15 **XXIV. WAIVER OF DEFAULT OR BREACH**

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

21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 «UC_NAME» «UC_DBA»

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29 DocuSigned by:
30 BY: *Eric Devine* _____ DATED: 3/26/2018
31 DEPUTY

32
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 ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
JULY 1, 2018 THROUGH JUNE 30, 2023

I. DESIGNATIONS

A. At execution of this Agreement, CONTRACTOR has received the following license and/or designations from ADMINISTRATOR or the California DHCS as appropriate:

- «ACUTE_CARE_HOSPITAL» Acute Care Hospital (ACH)
- «EMERGENCY_RECEIVING_CENTER» Emergency Receiving Center (ERC)
- «CHILDRENS_EMERGENCY_RECEIVING_CENTER» Children’s Emergency Receiving Center (CERC)
- «BASE_HOSPITAL» Base Hospital (BH)
- «PARAMEDIC_TRAUMA_RECEIVING_CENTER» Paramedic Trauma Receiving Center (PTRC)
- Pediatric Trauma Receiving Center (PedTC)

B. Should CONTRACTOR fail to meet the required terms of designation for PTRC/PedTC and/or BH, this Agreement shall remain in force as it relates to ERC/CERC. Should CONTRACTOR fail to meet the required terms of designation for ERC/CERC, this Agreement shall remain in force as it relates to ACH. Should CONTRACTOR fail to meet the required terms of designation for ACH, this Agreement shall terminate, and CONTRACTOR shall enter into a new agreement with the COUNTY for any personal property loaned to the CONTRACTOR.

C. ADMINISTRATOR shall notify CONTRACTOR, in writing, within five (5) business days of any upgrade or downgrade to CONTRACTOR’s ERC/CERC, and/or BH, and/or PTRC/PedTC designation that was initially established by OCEMS at the time of execution of the Agreement.

II. DEFINITIONS

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

A. “Acute Care Hospital” (ACH) means a hospital licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code Sections 1250 et seq.) and the

1 regulations promulgated pursuant thereto, and is equipped, staffed and prepared to provide hospital
2 services.

3 B. "Advanced Life Support (ALS)" means special services designed to provide definitive
4 prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac
5 monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of
6 specified drugs, and preparations and other specified procedures, administered by authorized personnel
7 under the direct supervision of BH as part of a local emergency medical system, at the scene of an
8 emergency, during transport to an ACH, during an interfacility transfer, and while in the emergency
9 department of an acute care hospital until responsibility is assumed by the emergency or other medical
10 staff of that hospital.

11 C. "Base Hospital (BH)" means a hospital that has met the requirements as an ACH and ERC and
12 has been designated by Orange County Emergency Medical Services (OCEMS) to provide medical
13 direction to prehospital emergency medical personnel within its area of jurisdiction in accordance with
14 policies and procedures established by OCEMS.

15 D. "Base Hospital Coordinator (BHC)" means a full-time registered nurse who assists the BH
16 Physician Director in the medical control and supervision of the prehospital emergency medical
17 personnel within the BH area of jurisdiction in accordance with policies and procedures established by
18 OCEMS. Minimum qualifications of the BHC are included in OCEMS Policy 610.00.

19 E. "Base Hospital Physician (BHP)" means a licensed physician who is assigned to the emergency
20 department of a BH, and who is experienced and knowledgeable in issuing advice and instructions to
21 prehospital emergency medical care personnel consistent with standardized procedures and protocols
22 established by OCEMS.

23 F. "Base Hospital Physician (BHP) Director" means a BHP who is responsible for overall medical
24 control and supervision of the BH's Advanced Life Support Program.

25 G. "Children's Emergency Receiving Center" (CERC) means a licensed general ACH with a
26 special permit for basic or comprehensive emergency services that meets the California Children's
27 Services (CCS) standards for Pediatric Intensive Care Units (PICU's) and has been designated by
28 OCEMS to receive emergency and critically ill pediatric patients transported by the emergency medical
29 services system.

30 H. "Contracting Hospital" means a hospital that has executed an Agreement for Provision of
31 Designated Emergency Services with COUNTY that is the same as the Agreement.

32 I. "Emergency Medical Technician Paramedic (EMT-P) or Paramedic" means an individual
33 whose scope of practice to provide advanced life support in accordance with State of California and
34 local standards and who is licensed by the State of California and locally accredited by the OCEMS
35 Medical Director, pursuant to Health and Safety Code Section 1797.84, as is now in existence or as may
36 hereafter amended or changed.

37 //

1 J. "Emergency Receiving Center" means a licensed general ACH with a special permit for basic
2 or comprehensive emergency service, which has not been designated as a trauma center, but which has
3 met the requirements to be designated by OCEMS as a part of the local emergency and trauma care
4 system and designated to receive EMS patients pursuant to Title 22 section 100243.

5 K. "Mobile Intensive Care Nurse (MICN)" means a registered nurse who is functioning pursuant to
6 Section 2725 of the Business and Professions Code and who is authorized by the OCEMS Medical
7 Director pursuant to Health and Safety Code 1797.56 as qualified to provide prehospital advanced life
8 support or to issue instructions to prehospital emergency medical care personnel within an emergency
9 medical system according to standardized procedures developed by OCEMS.

10 L. "OCEMS" means the Orange County Emergency Medical Services.

11 M. "Paramedic Trauma Receiving Center" means a licensed hospital which has met the ACH and
12 ERC requirements and has been designated by OCEMS as a trauma center according to the
13 requirements in Articles 2 through 5 of Division 9, Chapter 7 of Title 22.

14 N. "Pediatric Trauma Receiving Center" means a licensed hospital which has met the ACH and
15 CERC requirements and has been designated by OCEMS as a pediatric trauma center according to the
16 requirements in Articles 2 through 5 of Division 9, Chapter 7 of Title 22.

17 O. "Regional Emergency Advisory Committee (REAC)" means a committee composed of the BHP
18 and members of the emergency receiving hospitals in the BH service area established by OCEMS
19 pursuant to Health and Safety Code Section 1798.100.

20 21 **III. SERVICES**

22 Throughout the term of the Agreement, CONTRACTOR shall be responsible for only the services
23 described hereunder that are indicated in Paragraph I. of this Exhibit A. to the Agreement, or which have
24 been modified by ADMINISTRATOR at the request of OCEMS or the DHCS.

25 **A. ACUTE CARE HOSPITAL**

26 1. CONTRACTOR shall be an Orange County ACH for the term of this Agreement, subject to
27 any denial, suspension, and/or revocation of such designation by the State.

28 2. CONTRACTOR shall continually meet all applicable standards established in Title 22 as
29 they now exist or may be hereafter amended, maintain equipment and subscription service for access to
30 the HEAR/ReddiNet system, allow periodic inspections by ADMINISTRATOR's medical director or
31 designee to ensure compliance with criteria during the period of designation, cooperate with
32 ADMINISTRATOR in monitoring and evaluation of system functions, investigation process, and
33 safeguard the 800 MHz Radio System, as described in Exhibit B to the Agreement.

34 3. Except as specifically provided for in any other agreement between COUNTY and
35 CONTRACTOR, COUNTY shall not be liable for any costs incurred by CONTRACTOR with respect
36 to the provision of patient care services, acquisition of equipment, supplies or personnel, as said costs
37 //

1 relate to services provided hereunder, unless otherwise specified in the Agreement or the attached
2 Exhibits A, B, and C.

3 4. ACH Equipment – COUNTY has provided CONTRACTOR with the ACH Equipment
4 indicated in Subparagraph A. of Exhibit B to the Agreement. If CONTRACTOR’s ACH designation is
5 terminated, CONTRACTOR shall return the applicable ACH Equipment to COUNTY or, at sole
6 discretion of ADMINISTRATOR, enter into a separate Agreement with COUNTY for the ACH
7 Equipment specified in Exhibit B to the Agreement.

8 5. Disaster Response Partnership

9 a. CONTRACTOR shall be designated a partner of COUNTY for disaster response
10 purposes. As such, CONTRACTOR shall participate in disaster exercises at the request of COUNTY
11 and shall have disaster plans and equipment in place to:

12 1) Prepare for, respond to, and mitigate an internal disaster, and/or

13 2) Prepare for, respond to, and mitigate an external disaster in which a large number
14 of casualties may be anticipated.

15 b. If CONTRACTOR is relatively unaffected by an internal or external disaster,
16 CONTRACTOR shall use its best efforts to provide resources to COUNTY (e.g., beds, equipment,
17 personnel) to assist with the overall management and response to a disaster. This may include making
18 resources available to other counties requesting mutual aid.

19 c. COUNTY shall use its best efforts to assist CONTRACTOR in recouping costs
20 associated with the disaster response activities to the extent permitted by law.

21 d. CONTRACTOR shall provide an amateur communications antenna for emergency
22 radio communications in the event of radio or telephone failure. Specifications of the antenna and
23 location of the terminal hook up shall be determined in cooperation with CONTRACTOR’s Disaster
24 Support Communications representative.

25 B. EMERGENCY RECEIVING CENTER – If CONTRACTOR is designated as an Orange
26 County ERC subject to any denial, suspension, and/or revocation of such designation, CONTRACTOR
27 shall be evaluated periodically in accordance with OCEMS Policy 600.00 “Emergency Receiving
28 Center Criteria,” as it now exists or may hereafter be amended. The effective dates of the ERC
29 Designation, not to exceed three (3) years, is determined by the OCEMS Department; however,
30 CONTRACTOR must maintain its designation throughout the term of the Agreement; termination of the
31 Agreement terminates the ERC designation.

32 C. BASE HOSPITAL SERVICES

33 1. Base Hospital Designation – If CONTRACTOR is designated by COUNTY as a BH in
34 accordance with all applicable state and local laws and regulations, CONTRACTOR shall be evaluated
35 periodically in accordance with OCEMS Policy 610.00 “Base Hospital Criteria,” as it now exists or may
36 hereafter be amended. The effective dates of the BH Designation, not to exceed three (3) years, is
37 //

1 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation
2 throughout the term of the Agreement; termination of the Agreement terminates the BH designation.

3 2. Base Hospital Equipment – COUNTY has provided CONTRACTOR with the Equipment
4 referenced in Exhibit B of this Agreement. If CONTRACTOR’s BH designation is terminated,
5 CONTRACTOR shall return the applicable Equipment or, at the sole discretion of ADMINISTRATOR,
6 enter into a separate Agreement with COUNTY for the BH Equipment specified in Exhibit B to the
7 Agreement.

8 D. PARAMEDIC TRAUMA RECEIVING CENTER SERVICES – If CONTRACTOR is
9 designated as an Orange County PTRC subject to any denial, suspension, and/or revocation of such
10 designation as described hereunder, CONTRACTOR shall be evaluated periodically in accordance with
11 OCEMS Policy 620.00 “Paramedic Trauma Receiving Center Criteria,” as it now exists or may
12 hereafter be amended. The effective dates of the PTRC Designation, not to exceed three (3) years, is
13 determined by the OCEMS Department; however, CONTRACTOR must maintain its designation
14 throughout the term of this Agreement; termination of this Agreement terminates the ERC designation.

15 E. PEDIATRIC TRAUMA RECEIVING CENTER – If CONTRACTOR is designated as an
16 Orange County PedTC subject to any denial, suspension, and/or revocation of such designation as
17 described hereunder, CONTRACTOR shall be evaluated periodically in accordance with OCEMS
18 Policy 620.01 “Pediatric Trauma Center (PedTC) Criteria,” as it now exists or may hereafter be
19 amended. The effective dates of the PedTC Designation, not to exceed three (3) years, is determined by
20 the OCEMS Department; however, CONTRACTOR must maintain its designation throughout the term
21 of this Agreement; termination of this Agreement terminates the CERC designation.

22 **IV. RECORDS**

23 A. BASE HOSPITAL RECORDS – CONTRACTOR shall maintain records and logs in
24 accordance with OCEMS Policy and Procedure 610.00.

25 B. EMERGENCY RECEIVING CENTER RECORDS – CONTRACTOR shall maintain records
26 and logs in accordance with OCEMS Policy and Procedure 600.00.

27 C. PARAMEDIC TRAUMA RECEIVING CENTER RECORDS – CONTRACTOR shall
28 maintain records and logs in accordance with OCEMS Policy and Procedure 620.00 and 620.01 and
29 complete and maintain the Trauma Patient Registry in accordance with OCEMS Policy and Procedure
30 390.40.
31

32 **V. REPORTS**

33 A. BASE HOSPITAL REPORTS

34 1. PROGRAMMATIC REPORTS – CONTRACTOR shall provide variance and other
35 administrative reports compatible with the COUNTY computer program, Orange County Medical
36 Emergency Data System (OC-MEDS) in accordance with OCEMS Policy and Procedure 610.00. A
37

1 report shall be included in the proceedings of the Regional Emergency Advisory Committee by
2 CONTRACTOR.

3 2. COMMUNICATION FAILURE REPORTS – CONTRACTOR shall review and evaluate
4 each incident of communications failure per OCEMS Policy and Procedure 330.15 “Advanced Life
5 Support Treatment in Communications Failure or Without Base Hospital Contact.”

6 3. PREHOSPITAL PATIENT CARE INCIDENT REPORTS

7 a. Within ten (10) calendar days after CONTRACTOR medical staff becomes aware of an
8 unusual occurrence or an incident giving rise to a situation described in Health and Safety Code
9 1798.200, CONTRACTOR shall submit a written report of the incident to the OCEMS Medical
10 Director.

11 b. The written incident reports shall identify patients by patient registry number or other
12 appropriate numerical identifier only and shall exclude any patient name.

13 4. LICENSURE REPORTS – CONTRACTOR shall submit a written report to
14 ADMINISTRATOR within thirty (30) calendar days following the addition or deletion of a BH or
15 Mobil Intensive Care Nurse staff listing the date of change and license number of said staff member.

16 B. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as reasonably
17 required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services
18 described in this Agreement. ADMINISTRATOR shall be specific as to the nature of information
19 requested and allow thirty (30) calendar days for CONTRACTOR to respond.

20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //
29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

EXHIBIT B
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
EQUIPMENT
JULY 1, 2018 THROUGH JUNE 30, 2023

I. EQUIPMENT

A. ACUTE CARE HOSPITAL EQUIPMENT – As a designated Emergency Receiving Center (ERC) or Children’s Emergency Receiving Center (CERC), CONTRACTOR shall receive the equipment specified in Subparagraph A.1. of this Exhibit B to the Agreement and has previously received or will receive the equipment specified in Subparagraph A.2. CONTRACTOR shall comply with Paragraph IV. of this Agreement regarding said equipment. Should the ACH designation be terminated, CONTRACTOR shall return the applicable equipment to COUNTY or, at sole discretion of ADMINISTRATOR, enter into a separate Agreement with COUNTY for said equipment.

1. Hospital Emergency Administrative Radio (HEAR) System – To further enhance Countywide emergency communications, COUNTY shall provide CONTRACTOR with a new HEAR Radio System, which includes the following equipment, which specifications may be modified by ADMINISTRATOR:

- a. One (1) Kenwood TK-790 45-watt VHF radio
- b. One (1) Kenwood KPS-15 power supply
- c. One (1) Zetron Model 250 tone panel
- d. One (1) Zetron 950-0330 radio cable
- e. One (1) Zetron HEAR decoder
- f. One (1) Zetron 709-7179 cable
- g. One (1) Comtelco antenna and mount
- h. One (1) set LMR-400 coax cable and connectors (50 feet)
- i. One (1) PolyPhaser lightning arrester
- j. One (1) Zetron Model 280 desktop remote console

2. 800 MHZ RADIO SYSTEM – As part of a Countywide effort to improve emergency communications, COUNTY has provided or will be providing CONTRACTOR with the 800 MHz Radio System, which includes the following equipment, which specifications may be modified by ADMINISTRATOR:

- a. One (1) Astro Spectra Consolette
- b. One (1) W9 Digital Remote Control 800 mhz
- c. One (1) DES/DES-XL/DES-OFB Encryption

1 d. One (1) MC3000 Digital Deskset

2 e. One (1) Digital Junction Box

3 3. In order to receive the HEAR Radio System and receive and/or retain the 800 MHz Radio
4 System, CONTRACTOR shall:

5 a. Ensure that CONTRACTOR has located its HEAR and 800 MHz Radio Systems in
6 CONTRACTOR's Emergency Department, if the ACH has such facilities, otherwise locate the HEAR
7 and 800 MHz Radio Systems in the area designated by CONTRACTOR as the command center for
8 disaster situations;

9 b. Ensure that staff utilizing the HEAR and 800 MHz Radio Systems have received
10 appropriate training;

11 c. Use the HEAR and 800 MHz Radio Systems on a regular basis to receive patients if
12 designated as an ERC; and

13 d. Participate in designated disaster exercises.

14 e. Pay the annual Reddinet access fee, as directed by ADMINISTRATOR.

15 B. BASE HOSPITAL EQUIPMENT

16 1. For BH Services, COUNTY has provided CONTRACTOR with the following items, which
17 specifications may be modified by ADMINISTRATOR:

18 a. One (1) Communication Control Center

19 b. One (1) Repeater (Rt) Base Radio

20 c. One (1) 7.5 dbd Antenna

21 d. One (1) 7/8" Foam Transmission Line Kit

22 e. Two (2) iOne - H5 All-In-One Touch Screen PCs

23 f. Stencil 8 Channel Digital Audio Recorder / Logger

24 g. Motorola CentraCom Gold Elite 2 position Radio Console

25 h. Communications Control Work Station

26 2. CONTRACTOR shall enter into an annual maintenance agreement with Stencil
27 Corporation for the period July 1, 2013 through June 30, 2018, unless otherwise authorized by
28 ADMINISTRATOR. CONTRACTOR shall provide a copy of the annual maintenance agreement to
29 ADMINISTRATOR on or before August 31, 2013.

30 3. BH Equipment shall be installed as directed by ADMINISTRATOR.

31 C. CONTRACTOR and ADMINISTRATOR may modify the equipment specified in this
32 Exhibit B to the Agreement by mutual written agreement.

33 //

34 //

35 //

36 //

37 //

EXHIBIT C
TO AGREEMENT WITH
«UC_NAME»
«UC_DBA»
DESIGNATED EMERGENCY SERVICES
HOSPITAL DESIGNATIONS
JULY 1, 2018 THROUGH JUNE 30, 2023

I. HOSPITAL DESIGNATIONS

A. CONTRACTOR agrees to provide the following hospital services pursuant to the terms and conditions specified in this Agreement for Provision of designated Emergency Services by and between CONTRACTOR and COUNTY. Unless otherwise specified, the term of each designation shall be as specified in the Referenced Contract Provisions of this Agreement. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR, and ADMINISTRATOR may, at its sole discretion, add or delete Contracting Hospitals following written notification to the Hospital Association of Southern California.

B. The Table of Hospital Designations and Equipment for ACH's, ERC's, CERC's, BH's, and PTRC's is as follows:

Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Paramedic Trauma Receiving Centers	HEAR	800 mHz
Anaheim Regional Medical Center	X	X				X	X
Chapman Global Medical Center	X	X				X	X
Children's Hospital of Orange County	X		X		X Pediatric	X	X
South Coast Global Medical Center	X	X				X	X
College Hospital of Costa Mesa	X						X
Fairview Developmental Center	X						
Foothill Regional Medical Center	X	X				X	X

	Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Paramedic Trauma Receiving Centers	HEAR	800 mHz
1								
2								
3								
4	Fountain Valley Regional Hospital							
5	Garden Grove Hospital	X	X				X	X
6	Healthsouth Tustin Rehabilitation Hospital	X					X	
7	Hoag Memorial Hospital							
8	Hoag Memorial Hospital Presbyterian – Newport Beach	X	X		X		X	X
9	Hoag Memorial Hospital Presbyterian - Irvine	X	X				X	X
10	Kaiser Foundation Hospitals, Inc. - Anaheim	X	X				X	X
11	Kaiser Foundation Hospitals, Inc. - Irvine	X	X				X	X
12	Kindred Hospital - Brea	X						X
13	Kindred Hospital - Santa Ana	X						
14	Kindred Hospital - Westminster	X					X	
15	Los Alamitos Medical Center	X	X				X	X
16	Mission Hospital	X	X		X	X	X	X
17	Mission Hospital – Laguna Beach	X	X				X	X
18	Orange Coast Memorial Medical Center	X	X				X	X
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Facility	Acute Care Hospital	Emergency Receiving Centers	Children's Emergency Receiving Center	Base Hospitals	Paramedic Trauma Receiving Centers	HEAR	800 mHz
Placentia Linda Hospital	X	X				X	X
Prime Healthcare Garden Grove, LLC	X	X				X	X
Prime Healthcare Huntington Beach, LLC	X	X		X		X	X
Prime Healthcare La Palma, LLC	X	X				X	X
Prime Healthcare Anaheim, LLC	X	X				X	X
Saddleback Memorial Medical Center - Laguna	X	X				X	X
St. Joseph Hospital - Orange	X	X				X	X
St. Jude Hospital, Inc.	X	X		X		X	X
University of California - UCI Medical Center	X	X		X	X	X	X
Anaheim Global Medical Center	X	X				X	X
Orange County Global Medical Center	X	X		X	X	X	X

//
//
//
//
//
//
//
//
//