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EXHIBIT A FOR EXCLUSIVE OPERATING AREA: PAGE

Final text to be determined based upon RFP and bidder response upon selection of Contractor **23**

Topics To Include (but not limited to):

I. Target Population.....

II. Functional Responsibility.....

III. Medical Administration.....

IV. Operations.....

V. Emergency Response Communication Systems.....

VI. Facilities, Supplies And Equipment.....

VII. Personnel.....

VIII. Data Management.....

IX. EMS System and Community.....

X. Administration Provisions, Rates, & Payment Process.....

Signature Page..... 24

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REFERENCED CONTRACT PROVISIONS

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Term: «LC_START» through «LC_END»

Period One: TBD

Period Two: TBD

Period Three: TBD

Period Four: TBD

Period Five: TBD

Exclusive Operating Area(s) (EOA) For This Agreement: TBD

Basis: Revenue Agreement

Notices to COUNTY and CONTRACTOR:

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

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

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1 **CONTRACTOR's Insurance Coverages:**

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3	<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
4	Comprehensive General Liability with	\$5,000,000 combined single limit per
5	broad form Property damage and	occurrence. \$10,000,000 aggregate.
6	contractual liability	
7		
8	Automobile Liability, including coverage	\$3,000,000 per occurrence.
9	for Owned, non-owned and hired vehicles	\$10,000,000 aggregate.
10		
11	Workers' Compensation	Statutory
12		
13	Employer's Liability	\$1,000,000 per occurrence
14		
15	Professional Liability	\$3,000,000 per occurrence.
16		\$10,000,000 aggregate.
17		
18	Sexual Misconduct Liability	\$1,000,000 per occurrence
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20	Performance Security Bond	\$1,250,000
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I. ACRONYMS

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

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

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II. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully expresses all 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 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and 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 CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

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 been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

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

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.

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

1 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
2 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
3 (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of
4 this Agreement as to the non-complying party.

5 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
6 retained to provide services related to this Agreement to ensure that they are not designated as Ineligible
7 Persons, as defined hereunder. Screening shall be conducted against the General Services
8 Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG
9 List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

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

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

16 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
17 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
18 Agreement.

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

25 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
26 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
27 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

34 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
36 Such individual or entity shall be immediately removed from participating in any activity associated
37 //

1 with this Agreement. ADMINISTRATOR will determine appropriate repayment or sanction
2 CONTRACTOR for services provided by Ineligible Person or individual.

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

5 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
6 and CONTRACTOR Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

16 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence
17 by ADMINISTRATOR's employees and contract CONTRACTOR's.

18 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
19 ADMINISTRATOR's Code of Conduct.

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

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

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

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

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

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

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

5 **E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS**

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

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

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

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

19
 20 **IV. CONFIDENTIALITY**

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

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

31
 32 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

33 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 34 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
 35 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
 36 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
 37 they relate to the service or activity under subcontract, and include any provisions that

1 ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon
 2 five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of
 3 this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate
 4 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
 5 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for
 6 subcontracts not approved in accordance with this paragraph.

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

13 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
 14 prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any
 15 change in the business structure, including but not limited to, the sale or transfer of more than ten percent
 16 (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure, including a
 17 change to a sole proprietorship, or a change in fifty percent (50%) or more of CONTRACTOR's
 18 directors at one time shall be deemed an assignment pursuant to this paragraph. Any attempted
 19 assignment or delegation in derogation of this paragraph shall be void.

20 21 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

31 32 **VII. FACILITIES, PAYMENTS AND SERVICES**

33 CONTRACTOR agrees to provide the services, staffing, and supplies in accordance with Exhibit A
 34 to this Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement
 35 with at least the minimum number and type of staff which meet applicable federal and state
 36 requirements, and which are necessary for the provision of the services hereunder.

37 //

VIII. INDEMNIFICATION AND INSURANCE

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

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

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

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

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

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

F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth in the Referenced Contract Provisions of this Agreement.

G. 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.

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

3 H. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
4 following endorsements, which shall accompany the COI:

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

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

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

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

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

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

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

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

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

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

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1 Q. SUBMISSION OF INSURANCE DOCUMENTS

- 2 1. The COI and endorsements shall be provided to COUNTY as follows:
- 3 a. Prior to the start date of this Agreement.
- 4 b. No later than the expiration date for each policy.
- 5 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
- 6 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.
- 7 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
- 8 in the Referenced Contract Provisions of this Agreement.
- 9 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
- 10 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
- 11 sole discretion to impose one or both of the following:
- 12 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
- 13 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
- 14 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
- 15 submitted to ADMINISTRATOR.
- 16 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
- 17 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
- 18 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
- 19 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
- 20 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
- 21 CONTRACTOR's monthly invoice.
- 22 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
- 23 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
- 24 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

25

26 **IX. INSPECTIONS AND AUDITS**

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. 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.

20
 21 **X. LICENSES AND LAWS**

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

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

32 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

37 //

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 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
10 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
11 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
12 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
13 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 of child support orders, or as permitted by federal and/or state statute.

17 **XI. NONDISCRIMINATION**

18 **A. EMPLOYMENT**

19 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
20 discriminate against any employee or applicant for employment because of his/her ethnic group
21 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
22 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant
23 that the evaluation and treatment of employees and applicants for employment are free from
24 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
25 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
26 including apprenticeship. There shall be posted in conspicuous places, available to employees and
27 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
28 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

29 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
30 shall state that all qualified applicants will receive consideration for employment without regard to
31 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
32 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement
33 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

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

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

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

- 12 a. Denying a patient or potential patient any service, benefit, or accommodation.
- 13 b. Providing any service or benefit to a patient which is different or is provided in a
14 different manner or at a different time from that provided to other clients.
- 15 c. Restricting a patient in any way in the enjoyment of any advantage or privilege enjoyed
16 by others receiving any service or benefit.
- 17 d. Treating a patient differently from others in satisfying any admission requirement or
18 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
19 any service or benefit.
- 20 e. Assignment of times or places for the provision of services.

21 2. Complaint Process – CONTRACTOR shall establish procedures for advising all patient
22 through a written statement that CONTRACTOR's patients may file all complaints alleging
23 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.
24 Department of Health and Human Services' OCR. CONTRACTOR's statement shall advise patients of
25 the following:

- 26 a. In those cases where the patient's complaint is filed initially with the OCR, the OCR
27 may proceed to investigate the patient's complaint, or the OCR may request COUNTY to conduct the
28 investigation.
- 29 b. Within the time limits procedurally imposed, the complainant shall be notified in
30 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
31 an appeal with the OCR.

32 C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of
33 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.),
34 and the Americans with Disabilities Act of 1990 (42 USC 12101, et seq.), pertaining to the prohibition of
35 discrimination against qualified Persons with disabilities in all programs or activities, as they exist now
36 or may be hereafter amended together with succeeding legislation.

37 //

1 D. RETALIATION – Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce
2 or take adverse action against any Person for the purpose of interfering with rights secured by federal or
3 state laws, or because such Person has filed a complaint, certified, assisted or otherwise participated in
4 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
5 federal or state law.

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

9 10 **XII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

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

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

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

30 31 **XIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical
36 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
37 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall

1 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
2 violation of federal or state regulations and/or COUNTY policies.

3 C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR
4 shall maintain patient records and must establish and implement written record management procedures.

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

7 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
8 preparation, and confidentiality of records related to patient records are met at all times.

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

13 1. The medical records and billing records about individuals maintained by or for a covered
14 health care CONTRACTOR;

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

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

18 G. CONTRACTOR may retain patient documentation electronically in accordance with the terms
19 of this Agreement and common business practices. If documentation is retained electronically,
20 CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

1 K. 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 L. 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 M. 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 N. 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 O. 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 all
13 information that is requested by the PRA request.

14
15 **XIV. SEVERABILITY**

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

21
22 **XV. STATUS OF CONTRACTOR**

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

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1 **XVI. TAX LIABILITY**

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

9
10 **XVII. TERM**

11 A. The term of this Agreement shall be as specified in the Referenced Contract Provisions of this
12 Agreement; and provided further that the parties shall continue to be obligated to comply with the
13 requirements and perform the duties specified in this Agreement. Such duties include, but are not
14 limited to, obligations with respect to 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.

17
18 **XVIII. TERMINATION**

19 A. Either party may terminate this Agreement, without cause, upon nintey (90) 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 **D. CONTINGENT FUNDING**

- 32 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
33 a. The continued availability of federal, state and county funds for reimbursement of
34 COUNTY's expenditures, and
35 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
36 approved by the Board of Supervisors.

37 //

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

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

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

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

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

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

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

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

22
23 **XIX. THIRD PARTY BENEFICIARY**

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

26
27 **XX. WAIVER OF DEFAULT OR BREACH**

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

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1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 9-1-1 EMERGENCY AMBULANCE TRANSPORTATION SERVICES WITH
 4 «UC_NAME»«UC_DBA»
 5 «UC_START» THROUGH «UC_END»
 6 EXCLUSIVE OPERATING AREA (A)&/OR (B)&/OR(C)&/OR(D)&/OR(E)

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 8 **I. FINAL TEXT TO BE DETERMINED BASED UPON RFP AND BIDDER RESPONSE**
 9 **UPON SELECTION OF CONTRACTOR**

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ATTESTATION

Name of Organization Submitting Proposal: _____

The above named organization agrees and is willing to enter into an agreement with the County containing the contract provisions stated in Attachment I of this Request for Proposals.

The above named organization agrees and is willing to enter into an agreement with the County containing the provisions stated in Attachment I of this Request for Proposals, with the exception of the following paragraph(s). **Include a detailed reason for the exception. Use additional pages if needed.**

<u>Paragraph No.</u>	<u>Reason for Exception</u>
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1.	_____

2.	_____

The undersigned hereby acknowledges that I have read and understand the contents of, and have authority to submit this Attestation on behalf of the above-named organization. This represents the organization's agreement of the contracting requirements as noted above for the provision of 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation, and Related Services.

Corporate Officer or Authorized Representative

Date

Telephone