




ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 July 7, 2015


PATRICK OZAWA
ACTING EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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July 07, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF PRE-TRAUMA CENTER DESIGNATION AGREEMENT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

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Los Angeles, CA 90012

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www.dhs.lacounty.gov

SUBJECT

Approval of a new Agreement with Pomona Valley Hospital Medical Center for Pre-Trauma Center Designation services.

IT IS RECOMMENDED THAT THE BOARD:

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

1. Authorize the Director of Health Services (Director), or his designee, to execute an Agreement with Pomona Valley Hospital Medical Center (Pomona Valley), effective August 1, 2015 through October 31, 2016, with a maximum obligation of \$4,445,210, and two optional six-month extensions at no additional cost, for the provision of pre-trauma center designation services.
2. Delegate authority to the Director, or his designee, to execute amendments to: 1) exercise the two optional six-month extensions, for a potential term through October 31, 2017 at no additional cost; 2) add, delete, and/or change non-substantive terms and conditions in the Agreement; and 3) to approve necessary changes to the scope of services and/or allocation of the maximum obligation.



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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Trauma care is vital to public health and safety. Trauma centers save lives by providing immediate coordination of highly specialized care for the most life-threatening injuries. In communities with access to trauma centers, mortality and morbidity rates from traumatic injuries are significantly reduced. Currently trauma patients originating in the East San Gabriel Valley outside of Huntington Memorial Hospital's trauma catchment area are generally transported to LAC+USC Medical Center. If Pomona Valley is designated as a trauma center, transport times for these patients would be reduced.

Approval of the first recommendation will allow the Director to execute a Pre-Trauma Center Designation Agreement, substantially similar to Exhibit I, to initiate the process of Pomona Valley becoming a designated Level II Trauma Center. During this Pre-Trauma Center Designation Agreement period, the Department of Health Services (DHS) will work collaboratively with Pomona Valley to ensure that Pomona Valley completes necessary pre-designation activities including but not limited to: completing building infrastructure improvements, construction of a permanent helipad, developing required policies (e.g. activation and notification processes), acquiring necessary staff and equipment, and implementing data collection and a trauma specific performance improvement program. Toward the end of the pre-trauma center designation period, the American College of Surgeons (ACS) will conduct a Consultative Review of Pomona Valley's trauma program including evaluating the quality of care provided to "walk-in" patients who meet trauma center criteria, equipment, and policies and processes specific to the care of trauma patients implemented by Pomona Valley. The ACS Consultative Review is conducted to ensure that Pomona Valley will be able to deliver optimum trauma care and will factor into DHS' decision to designate Pomona Valley as a Level II Trauma Center.

Approval of the second recommendation will allow the Director to exercise the option to extend the term of the Agreement for a potential term through October 31, 2017, to allow for any delays relating to the ACS Consultative Review, construction projects, or other unforeseen causes. Approval of this recommendation will also allow the Director to: (1) add, delete and/or change non-substantive terms and conditions in the Agreement; and (2) approve necessary changes to scope in services and/or allocation of the maximum obligation.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation for the Pre-Trauma Center Designation Agreement term from August 1, 2015 through October 31, 2016 is \$4,445,210 (start-up cost). If the delegated authority for the optional extension periods is exercised, it will be at no additional cost to DHS.

Pomona Valley's start-up cost is funded by Measure B surplus from previous years and is separate from the funding allocated to the designated trauma centers.

Funding is included in the DHS Fiscal Year (FY) 2015-16 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the authority granted under California Health and Safety (H&S) Code Section 1798.160, the County maintains trauma facilities as part of the regional trauma care system for treatment of potentially seriously injured persons. Division 2.5 of the H&S Code authorizes the local Emergency Medical Services (EMS) Agency to designate trauma centers as part of the regional trauma care system. There are currently 12 non-County and two County-operated trauma centers in the County. There are no trauma centers located east of Huntington Memorial Hospital's trauma catchment area in the East San Gabriel Valley.

Measure B, a ballot initiative, was passed by the voters of Los Angeles County on November 6, 2002. Measure B provides funding for trauma and emergency services as well as bioterrorism preparedness. Measure B allows for the expenditure of funds to expand the system of trauma centers to cover all areas of the County. The recommended Pre-Trauma Center Designation Agreement is the first step in the process for designating Pomona Valley as a Level II Trauma Center and expanding the trauma system to provide more expeditious trauma care. DHS will request authority to execute a Trauma Center Services (TCS) Agreement with Pomona Valley when DHS returns to the Board for FY 2016-17 TCS Agreement extensions with existing non-County trauma centers.

The Agreement includes all Board of Supervisors' required provisions, including the most recent provision – Time Off for Voting.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On April 1, 2014, DHS released a Request for Information to gauge the interest of hospitals in the East San Gabriel Valley in pursuing a Level II Trauma Center Designation. Two hospitals expressed interest, Citrus Valley Medical Center- Queen of the Valley Campus (Citrus) and Pomona Valley. On August 27, 2014, DHS released a Request for Applications (RFA) to these two hospitals. By the application submission deadline of November 19, 2014, DHS received applications from both Citrus and Pomona Valley.

An evaluation, which included site visits, was conducted by an Evaluation Committee comprised of DHS representatives and one non-County representative from an adjacent county familiar with trauma center services and the trauma center designation process. The informed averaging process was used. At the conclusion of the evaluation process, Pomona Valley was the top ranked applicant. The Department has obtained a Letter of Intent from the recommended applicant. Therefore, Pomona Valley is being recommended for an Agreement. Citrus accepted DHS' offer for a debriefing but following such debriefing did not request an appeal.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to begin the process to expand the system of trauma centers to ensure expeditious trauma services in the East San Gabriel Valley.

The Honorable Board of Supervisors

7/7/2015

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Respectfully submitted,

A handwritten signature in black ink that reads "Mitchell Katz". The signature is written in a cursive, slightly slanted style.

Mitchell H. Katz, M.D.

Director

MHK:es

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DEPARTMENT OF HEALTH SERVICES



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

POMONA VALLEY HOSPITAL MEDICAL CENTER

FOR

PRE-TRAUMA CENTER DESIGNATION SERVICES

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AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
POMONA VALLEY HOSPITAL MEDICAL CENTER
FOR
PRE-TRAUMA CENTER DESIGNATION SERVICES

This Agreement and Exhibits made and entered into this ____ day of _____, 2015 by and between the County of Los Angeles, hereinafter referred to as County and Pomona Valley Hospital Medical Center, hereinafter referred to as Contractor. Pomona Valley Hospital Medical Center is located at 1798 N. Garey Avenue, Pomona, CA 91767.

RECITALS

WHEREAS, pursuant to authority granted under California Health and Safety (H&S) Code Section 1798.160, the County maintains trauma facilities as part of the regional trauma care system for treatment of potentially seriously injured persons; and

WHEREAS, Division 2.5 of the H&S Code authorizes the local Emergency Medical Services (EMS) Agency to designate Trauma Centers as part of the regional trauma care system; and

WHEREAS, various acute care hospitals located within Los Angeles County have been identified by County as hospitals which are or are capable of being uniquely staffed and equipped to provide appropriate care to emergency patients who suffer major trauma; and

WHEREAS, on April 1, 2014, the Department of Health Services (DHS), released a Request for Information (RFI) to gauge the interest of hospitals in the East San Gabriel Valley in pursuing a Level II Trauma Center Designation; and

WHEREAS, two hospitals including Contractor responded with interest to DHS' RFI; and

WHEREAS, DHS subsequently released to the two interested hospitals a Request for Applications on August 27, 2014 to assess each applicant's readiness to be designated as a Level II Trauma Center and its ability to operate as a Level II Trauma Center once designated; and

WHEREAS, on March 16, 2015, DHS notified Contractor that its application would be pursued, and

WHEREAS, the purpose of this Agreement is to memorialize that effort; and

WHEREAS, Contractor is willing to accept and care for trauma patients at its hospital facility under County's advanced trauma system and in accordance with the terms and conditions which follow herein; and

WHEREAS, Contractor is beginning the process of being designated by County as a Trauma Center; and

WHEREAS, Contractor agrees to complete certain tasks in order to prepare itself for designation as a Level II Trauma Center; and

WHEREAS, this Agreement establishes funding available to Contractor for such pre-trauma center designation tasks performed during the term of this Agreement described herein in accordance with the terms and conditions under this Agreement; and

WHEREAS, this Agreement is therefore authorized under California H&S Code Sections 1797.204, 1797.252, and 1798.170, Government Code Sections 26227 and 31000; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits AA, A, A.1, A.2, A.3, A.4, B, C, D, E, F, G, H, I, J, K, and L are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT AA: Pre- Trauma Center Designation Statement of Work

ATTACHMENT AA-1: Contractor Pre-Designation
Project Plan and Capital
Projects Schedules

- ATTACHMENT AA-2: Contractor Pre-Designation Project Plan Budget
- 1.2 EXHIBIT A: Trauma Centers General Statement of Work
 - ATTACHMENT A-1: Contractor Discrepancy Report
- 1.3 EXHIBIT A.1: Intentionally Omitted
- 1.4 EXHIBIT A.2: Level II Trauma Center Requirements
 - ATTACHMENT A-2: Emergency Department Approved for Pediatrics (EDAP) Standards
- 1.5 EXHIBIT A.3: Intentionally Omitted
- 1.6 EXHIBIT A.4: Intentionally Omitted
- 1.7 EXHIBIT B: Intentionally Omitted
- 1.8 EXHIBIT C: Intentionally Omitted
- 1.9 EXHIBIT D: Contractor's EEO Certification
- 1.10 EXHIBIT E: County's Administration
- 1.11 EXHIBIT F: Contractor's Administration
- 1.12 EXHIBIT G: Forms Required at the Time of Agreement Execution
- 1.13 EXHIBIT H: Jury Service Ordinance
- 1.14 EXHIBIT I: Safely Surrendered Baby Law

Unique Exhibits:

- 1.15 EXHIBIT J: Charitable Contributions Certification
- 1.16 EXHIBIT K: Patient Inclusion in the Trauma Center Data System
- 1.17 EXHIBIT L: Trauma Center Data Collection System
 - ATTACHMENT L-1: TEMIS Hospital Hardware & Software Specifications
 - ATTACHMENT L-2: Trauma Patient Summary (TPS) Form Pages 1 & 2
 - ATTACHMENT L-3: Non-compliance with Trauma Date Submission Requirements

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Agreement:** This contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statements of Work and Trauma Center Requirements, Exhibit A; Exhibits AA, A.1-A.4, as applicable.
- 2.2 Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into this Agreement with the County to perform or execute the work covered by the Statements of Work and Trauma Center Requirements, Exhibit A; Exhibits AA, A.1-A.4, as applicable.
- 2.3 Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 County's Project Director:** Person designated by County with authority for County on administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.5 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.6 County's Capital Projects Oversight Representative:** Person(s) designated by County to oversee Contractor's completion of capital projects specified herein.
- 2.6 County's Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 DHS:** Department of Health Services. May also be referred to as Department.
- 2.9 Director:** Director of Health Services or his/her authorized designee.
- 2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall initially be one (1) year and three (3) months commencing August 1, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to two six (6) month periods. Each such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 The Contractor shall be entitled to reimbursement in accordance with Exhibit AA –Pre-Trauma Center Designation Statement of Work as well as Attachments AA-1 –Pre-Trauma Center Designation Project Plan and AA-2 – Pre- Trauma Center Designation Project Plan Budget.
- 5.2 The Contractor shall not be entitled to reimbursement for any tasks or services performed, nor for any incidental or administrative

expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Agreement

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit AA- Pre-Trauma Center Designation Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Attachment AA-2 - Pre-Trauma Center Designation Project Plan Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Attachment AA-2 - Pre-Trauma Center Designation Project Plan Budget.

5.5.3 The Contractor's invoices shall contain the information set forth below:

1. Summary for the total cost for all items for which Contractor is invoicing by the categories listed below and indicating the specific line item(s) from Attachment AA-2- Pre-Trauma Center Designation Project Plan Budget.

- Personnel
- Employee Benefits
- Contracted Personnel
- Education and Training
- Equipment and Supplies

2. Associated required supporting documentation to submit along with the invoice.

a. Personnel:

- Name and title of personnel.
- Copies of payroll information showing the person's pay for the month.

b. Employee Benefits: Reference employee benefits percentage listed in Attachment AA-2- Pre-Trauma Center Designation Project Plan Budget.

c. Contracted Personnel:

- Copy of contracted personnel's invoice.
- Proof of payment (i.e. cancelled check or accounting system screenshots showing payment made and check cashed).

d. Education and Training:

- Name of employee(s).
- Actual hourly salary (if invoicing for an individual).
- Average hourly salary (if billing for a group).
- Course/class name.

- Duration of class.
 - Proof of attendance (e.g. sign-in sheet, certificate of attendance, etc.).
- e. Equipment and Supplies:
- Invoice that delineates what item(s) were purchased.
 - Proof of payment (i.e. cancelled check or accounting system screenshots showing payment made and check cashed).
- 5.5.4 The Contractor shall submit invoices to the County in accordance with Attachments AA-1 –Pre-Designation Project Plan and AA-2 -Pre-Designation Project Plan Budget.
- 5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the following address:

EMS Agency
 10100 Pioneer Blvd., Suite 200
 Santa Fe Springs, CA 90670
 Attn: Kay Fruhwirth, Assistant Director

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County’s Project Manager, or designee prior to any payment thereof. Invoices including equipment cost must have the written approval of County’s Capital Projects Oversight Representative, or designee in addition to the written approval of County’s Project Manager, or designee, prior to any payment thereof. Additional supporting documentation may be required in order to substantiate claimed cost. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Maximum Obligation of County

The Maximum Obligation of County for all services provided hereunder shall not exceed \$4,445,210 effective August 1, 2015. Contractor shall be solely liable for any costs which exceed this Maximum Obligation. County shall not be responsible for any such

“cost over-runs.” Additionally, funds provided to Contractor pursuant to this Paragraph 5 shall be for costs incurred only after the effective date of this Agreement as set forth in Paragraph 4, Term.

6.0 ADMINISTRATION OF AGREEMENT – COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County, including signing this Agreement and exercising any suspension or termination rights of County hereunder. The Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs is designated in Exhibit E - County’s Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County’s Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County’s Project Manager

The responsibilities of the County’s Project Manager include:

- meeting with the Contractor’s Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.3 County’s Capital Projects Oversight Representative

The responsibilities of the County’s Capital Projects Oversight Representative include:

- Liaising between DHS’ Capital Projects Division and Contractor’s Project Manager.

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work related to capital projects provided by or on behalf of the Contractor.

6.4 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement.

The County's Project Director, Manager, Capital Projects Oversight Representative, and Monitor are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

7.3 Intentionally Omitted

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with photo identification badge.

7.5 Intentionally Omitted

7.6 Confidentiality

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make

any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

7.7 Staff Performance under the Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such

extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

- 8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are

suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees, or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 COMPLAINTS

- 8.6.1 Contractor agrees to comply with all responsibilities and related requirements applicable under Section 70707, Title 22 of the California Code of Regulations, to ensure that each patient receiving services hereunder at Contractor is made aware of the following information prior to discharge: the name, location, and telephone number of Contractor's representative responsible for handling patient complaints; means, including forms, for submitting complaints in writing to that representative; a "Bill of Rights" defining patient prerogatives relative to matters on care, services, communication, and registry of complaints.
- 8.6.2 Contractor shall, on request, furnish to County Project Director, copies of all trauma patient complaints, and the results of Contractor's investigation and action taken. All of Contractor's administrative files maintained on such complaints shall be open to inspection by Director. Such inspection rights shall not extend to reports of medical staff committees, nor to incident reports or other attorney-client communication or materials qualifying for the attorney-client privilege.

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

- 8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.
- 8.7.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this Sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.
- 8.8.9 **Anti-discrimination in Services:**

Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with

requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 INTENTIONALLY OMITTED

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter

to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.12.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in

writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or any of the aforementioned parties' mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the Federal or State governments against any of the aforementioned parties' barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any exclusion or suspension of Contractor or its Subcontractors' owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting

the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.17.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 INTENTIONALLY OMITTED

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and

hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four (4) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care services provided by Contractor are essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.26.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.26.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.

8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold

harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.
- 8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

- 8.28.1 The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement,

except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

- 8.28.2 The County shall indemnify, defend and hold harmless Contractor, its officers, employees and agents (“Contractor Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of Contractor Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.29.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without

further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.29.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The

County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

8.29.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.29.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.29.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.29.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.30.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation. Notwithstanding the foregoing, Contractor shall ensure that any and all physicians, either individually, or by or through a related medical group, physician group, or independent physician association where appropriate, with privileges to perform or otherwise performing any services covered under this Agreement on premises of or used by Contractor maintain professional liability insurance meeting the requirements of this Sub-paragraph separate from that maintained by Contractor.

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 LIQUIDATED DAMAGES

- 8.32.1 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may apply the assessments set forth in Attachment L-3, Non-compliance with Trauma Data Submission Requirements.
- 8.32.2 The action noted in Sub-paragraph 8.32.1 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.
- 8.32.3 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Sub-paragraph 8.32.1, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be delivered: (i) by hand with signed receipt; (ii) by first-class registered or certified United States mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first class registered or certified United States mail, postage prepaid. Furthermore, all notices shall be addressed to the parties as identified in Exhibits D - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the

County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the

Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including **Service Organization Controls (SOC1)** Reports, with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within ten (10) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.43.6 Records of Services Rendered

Contractor shall maintain books and records of services rendered to all patients provided trauma service at Contractor hereunder, including discharge dispositions, in accordance with Contractor's customary record-keeping requirements. All patient records must comply with general acute care hospital licensure requirements and The Joint Commission standards applicable to books and records of services rendered. Such books and records shall be retained by Contractor for a minimum period of seven (7) years following the discharge of a patient. Patient records for minors shall be retained either for seven (7) years following the discharge of the patient or until the minor's 19th birthday, whichever is later. During such seven (7) year period, all such records, as well as other records and reports maintained by Contractor pertaining to this Agreement, shall be retained by Contractor at a location in Los Angeles County, and shall be available during Contractor's normal business hours to duly authorized representatives of Director upon request for review and copying.

8.43.8 Audit/Compliance Review

In the event County representatives conduct an audit/compliance review of Contractor, Contractor's Director of Utilization Review and its Director of Medical Records shall be permitted to participate in the review and Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Such inspection rights shall not extend to the proceedings or records of Contractor's organized committees or its medical staff, having as their responsibility the evaluation and improvement of the quality of care rendered in Contractor's facility, which are protected by Evidence Code, Section 1157. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review. Said notice need not be given in cases where Director determines that the health and welfare of trauma

system patients would be jeopardized by waiting ten (10) days.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor prior to the generation of any final written report or action by Director based on such audit or review. The exit conference shall be held on-site prior to the departure of the reviewers and Contractor shall be provided with an oral or written list of preliminary findings at the exit conference. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

- 8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.46.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.46.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.46.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.46.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.46.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax

Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 Either party may terminate this Agreement with or without cause by giving the other party at least sixty (60) days' prior written notice thereof.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Contractor has materially breached this Agreement; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such

longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- Contractor fails to complete pre-designation activities within the agreed upon timeframe, as specified in Paragraph 4 of Exhibit AA.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by

the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

- 8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

- 8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

- 8.51.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

- 8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this Subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were

appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit J, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.3 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.3.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section

11164 et seq., shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.3.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.3.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

9.4 RESPONSIBILITY FOR INDIGENT PATIENTS

Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

9.5 TERMINATION FOR LICENSURE SUSPENSION OR REVOCATION

Director may immediately suspend this Agreement at any time if Contractor's license to operate basic or comprehensive emergency services is revoked or suspended. If such licensure, suspension, or revocation remains in effect for a period of at least sixty (60) days, Director may terminate this Agreement upon giving at least thirty (30) days prior written notice to Contractor.

9.6 TERMINATION IN COMPLIANCE WITH STATE'S ACTION

If the State EMS Authority and the State EMS Commission disapprove for any reason the County's trauma system plan, County may terminate this Agreement by providing written notice to Contractor of the State's action, and by setting forth in the notice an

effective date of termination which is no less than thirty (30) days from the date of the County's receipt of notification of the State's action, but which is no more than sixty (60) days from said date.

9.7 CONTRACT COMPLIANCE

Should Contractor, as initially determined by Director, fail to comply with any provision set forth hereunder as a Contractor responsibility or obligation, Director may do any or all of the following in addition to other rights which Director may have hereunder or at law:

- 9.7.1 Send Contractor a written warning itemizing the area(s) of concern and requesting or specifying a plan for remedial action.
- 9.7.2 Send Contractor a written itemized listing of the area(s) of concern and permit Contractor to voluntarily request temporary suspension of Contractor for a period of thirty (30) days or less to allow for remedial action to be taken.
- 9.7.3 Send Contractor a written itemized listing of the area(s) of concern and summarily suspend, or summarily suspend with intent to terminate, Contractor.
- 9.7.4 Notwithstanding any other provision hereof, Director may suspend this Agreement immediately upon giving written notice to Contractor, if Contractor, its agents, subcontractors, or employees of Contractor may be engaging in a continuing course of conduct which poses an imminent danger to the life or health of patients receiving or requesting medical care and services at Contractor's facility.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

POMONA VALLEY HOSPITAL MEDICAL
CENTER

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
Interim County Counsel

By _____
Lillian Russell, Deputy County Counsel

Exhibit AA
Pre-Trauma Center Designation
Statement of Work

1. SCOPE OF WORK

- 1.1. Contractor shall perform all tasks and deliverables described herein in this Exhibit AA to work toward the designation by County as a Level II Trauma Center.
- 1.2. Contractor shall perform Trauma Center Services as described in Exhibit A and Exhibits A.1-A.4, as applicable. Contractor shall comply with all the requirements of the aforementioned Exhibits upon execution of this Agreement unless otherwise noted in Attachment AA-1- Pre-Trauma Center Designation Project Plan to this Exhibit AA.
- 1.3. Contractor shall receive funding from the County as outlined in Attachment AA-2- Pre-Trauma Center Designation Project Plan Budget to this Exhibit AA, to assist Contractor in preparing to operate as a designated Trauma Center. Such funding will be the only consideration Contractor shall receive from County for services provided hereunder until Contractor is designated as a Trauma Center.

2. SPECIFIC WORK REQUIREMENTS

- 2.1. Contractor shall perform all tasks and deliverables identified in Contractor's Pre-Trauma Center Designation Project Plan in Attachment AA-1 to this Exhibit AA.
- 2.2. Contractor shall submit revised timelines when actual performance of Contractor's Pre-Trauma Center Designation Project Plan differs substantially from planned performance. Said revisions shall be submitted to the County's Project Manager for review and approval as soon as possible or within a minimum of fifteen (15) business days prior to scheduled time for accomplishing such specific task or deliverable that requires a revised due date.
- 2.3. Meetings
 - 2.3.1. Contractor is required to attend scheduled meetings as required by County.
 - 2.3.2. Contractor shall invite County's Capital Projects Oversight Representative to meetings regarding the capital projects listed in Capital Projects Schedules 1-4 of Attachment AA-1.

2.4. Reports

- 2.4.1. Contractor shall submit monthly written reports to County's Project Manager detailing Contractor's progress in accomplishing such tasks and deliverables referenced above in Sub-paragraph 2.1 of this Exhibit AA.
- 2.4.2. Contractor shall submit monthly written reports to County's Capital Projects Oversight Representative, with a copy to County's Project Manager, detailing the status of Contractor's capital projects referenced in Capital Projects Schedules 1-4 of Attachment AA-1.

3. WORKING TOWARDS INITIAL VERIFICATION BY AMERICAN COLLEGE OF SURGEONS

Contractor shall work with County and the American College of Surgeons (ACS) to obtain a certificate of verification from ACS. All costs incurred through the ACS verification process shall be borne by Contractor. During the term of this Agreement, Contractor shall prepare for the Consultative Review visit from ACS, the first step towards ACS verification. If the ACS report following the Consultative Review is satisfactory, County will probationally designate Contractor as a Trauma Center.

- 3.1. Contractor shall cooperate with County and ACS to prepare for ACS' site visits. Such preparation activities shall include but are not limited to:
 - 3.1.1. accurately completing ACS' Pre Review Questionnaire (PRQ);
 - 3.1.2. preparing hospital departments for a hospital tour; and
 - 3.1.3. preparing medical records for review as requested by County and ACS.
- 3.2. Contractor shall allow ACS access to its hospital facility and shall instruct its staff to cooperate fully with the ACS site visit team.
- 3.3. County will give Contractor a copy of all reports resulting from ACS' site visits. If Contractor deficiencies are noted in an ACS report, Contractor shall submit a corrective action plan to County's Project Manager that includes a timeline to make all necessary changes to correct any deficiencies identified in the respective ACS report. In addition, Contractor shall prepare any documentation of corrected deficiencies that may be required to be submitted to ACS.

4. COMPLETION OF PRE-DESIGNATION ACTIVITIES

Contractor shall complete all pre- trauma center designation activities as set forth in this Exhibit AA, Attachment AA-1, and elsewhere hereunder. Completion of these activities, unless otherwise specified, shall occur on October 31, 2016.

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
Program Items							
1	Exhibit A.2, Sub-paragraph 4.2.3 (Surgical Service)	"Post Anesthesia Recovery Room...(A Surgical Intensive Care Unit is acceptable)"	Completed	Completed	Completed	<ul style="list-style-type: none"> Current Post Anesthesia Care Unit (PACU) meets requirements for trauma guidelines. ICU #1, a 12-bed unit will be designated as the secondary recovery unit if needed. 	N/A
2	Exhibit A.2, Sub-paragraph 3.1.3	"Available for consultation or consultation and transfer agreements for adult and pediatric patients requiring the following surgical services: Burns, pediatric, spinal cord injury"	5/1/2015	9/1/2015	N/A	<ul style="list-style-type: none"> Burns: transfer agreement in place with Arrowhead Regional Medical Center and negotiating a second transfer agreement with LAC+USC Medical Center. Pediatrics: transfer agreement in place with Children's Hospital Los Angeles and Orange County. Spinal Cord Injury: PVHMC is currently pursuing a transfer agreement with UCLA and Harbor-UCLA for the management of complex spines. 	N/A

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
3	Exhibit A.2, Sub-paragraph 5.1.2	“The following services shall have personnel trained and equipped for acute care of the critically injured patient: ... Rehabilitation Center...may be provided through a written transfer agreement....”	Completed	Completed	Completed	<ul style="list-style-type: none"> A transfer agreement currently exists between Contractor and Casa Colina Hospital for Rehabilitative Medicine in Pomona, CA. 	N/A
4	Exhibit A.2, Sub-paragraph 2.4	“Staff a trauma program medical director who is a board certified surgeon....”	4/1/2015	8/1/2015	N/A	<ul style="list-style-type: none"> Negotiate and execute contract with Michael Jimenez, M.D. to serve in the role of Trauma Program Medical Director. 	Category: Contracted Personnel Line Item: 9
5	Exhibit A.2, Sub-paragraph 2.6	“Have a trauma service or multi-disciplinary trauma committee which can provide for the implementation of the requirements in this Agreement....”	4/1/2015	8/1/2015	N/A	<ul style="list-style-type: none"> Formalize Trauma/Acute Care Surgery (TACS) Management Committee. Set monthly schedule for TASC Management Committee meetings during the Pre-Designation period. 	N/A
6	Exhibit A.2, Sub-paragraph 4.2 (Surgical Service)	“...have an operating suite that is available or being utilized for trauma patients....”	5/1/2015	8/1/2015	N/A	<ul style="list-style-type: none"> OR #11 will be designated as the trauma OR. 	N/A

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
7	Exhibit A.2, Sub-paragraph 5.2.3	"Protocol to identify potential organ donors...."	5/1/2015	9/30/2016	Completed	<ul style="list-style-type: none"> Currently has an affiliation agreement with OneLegacy and follows the potential organ donor protocols described in that relationship. 	N/A
					9/1/2015	<ul style="list-style-type: none"> Improve on organ donation protocols by: <ul style="list-style-type: none"> Inviting OneLegacy to attend the monthly Trauma Committee meeting to discuss Contractor's organ donation dashboard and any missed opportunities for organ donation. 	N/A
					N/A	<ul style="list-style-type: none"> Collaborate with OneLegacy for additional education on organ donation. 	Category: Education and Training Line Item: 11
8	Exhibit A.2, Sub-paragraph 2.5	"Staff a trauma nurse coordinator/manager who is a registered nurse with qualifications...."	4/1/2015	12/1/2015	8/1/15	<ul style="list-style-type: none"> Initiate search that encompasses internal staff to nationwide candidates for Trauma Program Nurse Director. Currently contracted interim Trauma Program Nurse Director to assist with trauma program development. Negotiate with and hire selected candidate. 	Category: Personnel Line Item: 1,8

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
					N/A	<ul style="list-style-type: none"> Contractor staffing model also includes a Trauma Program Nurse Manager, who will be tasked with the “on the ground” operations. Recruitment of the Trauma Program Nurse Manager will be done by the Trauma Program Nurse Director. Negotiate with and hire selected candidate. 	Category: Personnel Line Item: 2,8
9	Exhibit A, Sub-paragraph 2.17	“...shall have a quality improvement process....”	5/1/2015	6/1/2016	11/1/2015	<ul style="list-style-type: none"> Formalize multidisciplinary trauma committee and expand PI activities. Form multidisciplinary trauma PI/peer review committee that reports to the hospital Performance Improvement Committee. Establish pre-hospital care committee. 	N/A
					12/1/2015	<ul style="list-style-type: none"> Update initial trauma program PI plan. Attain basic proficiency with trauma PI process focused on internal system issues. 	N/A
					N/A	<ul style="list-style-type: none"> Recruit PI Coordinator. Negotiate with and hire selected candidate. 	Category: Personnel Line Item: 3,8

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
10	Exhibit A.2, Sub-paragraph 3.1.2. (Surgical)	"On-call and Promptly Available"	5/1/2015	7/1/2016	Completed	<ul style="list-style-type: none"> • Cardiothoracic • Obstetrics and Gynecology (in-house, 24/7) • Ophthalmic • Urologic • Vascular 	N/A
					N/A	<ul style="list-style-type: none"> • Negotiate and execute contracts with groups representing: <ul style="list-style-type: none"> ○ Maxillofacial and Plastics ○ Hand ○ Orthopedic Trauma ○ General Surgeon • Negotiate with own staff: <ul style="list-style-type: none"> ○ Neurologic • Negotiate and execute transfer agreement for Reimplantation and Microsurgery. 	N/A
11	Exhibit A.2, Sub-paragraph 5.1.2	"The following services shall have personnel trained and equipped for acute care of the critically injured patient: ... Social Service."	5/1/2015	9/30/2016	N/A	<ul style="list-style-type: none"> • Implement Screening, Brief Intervention and Referral to Treat (SBRIT) Program by: Social Services and nursing education will collaborate to oversee training of Social Workers and RN's who will complete an accredited training program in order to provide 24/7 availability of SBRIT certified staff to meet program needs. 	Category: Education and Training Line Item: 11

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
12	Exhibit A.2, Sub-paragraph 4.1.5 (Emergency Service)	“ have appropriate adult and pediatric equipment and supplies...”	4/1/2016	7/31/2016	N/A	<ul style="list-style-type: none"> • Trauma Program Medical Director and Medical Director of the ED discuss and come to an agreement on outlying equipment and supplies needed. • Purchase agreed upon equipment and supplies. 	Category: Equipment and Supplies Line Item: 13
13	Exhibit A.2, Sub-paragraph 4.2.2 (Surgical Service)	“appropriate surgical equipment and supplies...”	4/1/2016	7/31/2016	N/A	<ul style="list-style-type: none"> • Trauma Program Medical Director and Department of Surgery discuss and come to an agreement on outlying equipment and supplies needed. • Purchase agreed upon equipment and supplies. 	Category: Equipment and Supplies Line Item: 13
14	Exhibit A.2, Sub-paragraph 4.3.2 (Intensive Care Service)	“The ICU shall have appropriate equipment and supplies....”	4/1/2016	7/31/2016	N/A	<ul style="list-style-type: none"> • Trauma Program Medical Director and Department of Critical Care discuss and come to an agreement on outlying equipment and supplies needed. • Purchase agreed upon equipment and supplies. 	Category: Equipment and Supplies Line Item: 13

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
15	Exhibit A.2, Sub-paragraph 4.5.2 (Clinical Laboratory Service)	“capability of collecting and storing blood for emergency care....”	4/1/2016	7/31/2016	N/A	<ul style="list-style-type: none"> Trauma Program Medical Director and Department of Clinical Laboratory discuss and come to an agreement on outlying equipment and supplies needed. Purchase agreed upon equipment and supplies. 	Category: Equipment and Supplies Line Item: 13
16	Exhibit A.2, Sub-paragraph 2.9.2	“Have department(s) ... that include at least the following <u>non-surgical specialties</u> , which are staffed by qualified specialists: Emergency Medicine”	5/1/2015	9/30/2016	8/1/2015	<ul style="list-style-type: none"> Medical Director of ED will develop and finalize a policy and procedure that outlines the qualifications and duties of the daily ED physician that will respond to trauma activations. 	N/A
					N/A	<ul style="list-style-type: none"> ATLS training for all physicians that are Emergency Medicine board eligible, non-boarded in Emergency Medicine. Collaborate with St. Francis Medical Center to provide ATLS training. 	Category: Education and Training Line Item: 11
17	Exhibit A.2, Sub-paragraph 3.1.1. (Surgical)	“...A general surgeon...in-house, immediately available...”	4/1/2015	9/1/2016	10/1/15	<ul style="list-style-type: none"> Negotiate and execute contract with Acute Care Surgery Group. 	N/A
					1/1/16	<ul style="list-style-type: none"> Develop staffing and recruitment model. 	
					7/1/16	<ul style="list-style-type: none"> Recruit acute care surgeons. All core acute care surgeons will have completed their hospital privileging and staff appointments by this date. 	

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
18	Exhibit A.2, Sub-paragraph 4.2.1 (Surgical Service)	"operating staff who are promptly available...and backup personnel"	5/1/2015	10/31/2016	Completed	<ul style="list-style-type: none"> Current OR/PACU is appropriately staffed to manage walk-in trauma patients during Pre-designation period. Current protocols include 24/7 surgical team coverage with 30 minute response time. 	N/A
					N/A	<ul style="list-style-type: none"> PVHMC utilizes an acuity based staffing model that allows it to dynamically adjust staffing based on immediate need and to adjust the staffing model as required to address ongoing demand. This same process will be utilized to assure that appropriate staffing remains in place to meet the needs of this expanded service. 	N/A
					N/A	<ul style="list-style-type: none"> Recruit any additional personnel. Negotiate and hire such additional personnel. 	N/A
19	Exhibit A, Sub-paragraph 2.14.1	"...shall designate trauma teams.... Upon activation of the trauma code, appropriate team members shall be available...and shall assemble in the trauma resuscitation area."	3/1/2016	9/30/2016	6/1/2016	<ul style="list-style-type: none"> Mock Code Trauma activations/ simulations will begin to occur monthly on each shift to evaluate and critique the process before the go-live date. 	Category: Education and Training Line Item: 11

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
					N/A	<ul style="list-style-type: none"> • Designate staff to serve as trauma team members. • All ED, OR/PAR, ICU, X-Ray, PT, OT, ST, Lab, Respiratory Care, ED Social Services, and Hemodialysis staff members that will be members of the trauma team will receive didactic and hands-on Code Trauma training: <ul style="list-style-type: none"> ○ Code Trauma announcements, including tier level (all). ○ Responders (ED,OR/PAR, ICU, Lab, Respiratory Care, and ED Social Services). ○ Participation in a trauma activation (ED, OR/PAR, ICU, Respiratory Care, and ED Social Services) ○ Use of all equipment that may be utilized in a trauma including: <ul style="list-style-type: none"> ▪ TEG (OR/PAR and Lab) ▪ HemoCue (OR/PAR and ICU) ▪ Rapid Infuser (OR/PAR and ICU) ▪ Pupilometer (ICU) ▪ FAST Scan (ICU) ▪ Blood bank refrigerator in the trauma bay (Lab) 	<p>Category: Education and Training Line Item: 11</p>

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
						<ul style="list-style-type: none"> ○ Massive Transfusion Policy as it relates to trauma (Lab). ○ Hemodialysis needs of trauma patient (Hemodialysis). 	
20	Exhibit A.2, Sub-paragraph 5.1.2	“The following services shall have personnel trained and equipped for acute care of the critically injured patient: ... Physical Therapy Service....”	5/1/2015	9/30/2016	N/A	<ul style="list-style-type: none"> • Collaborate with Respiratory Services to expand the Outpatient Pulmonary Rehab Program to include more trauma patients. 	N/A
21	Exhibit A, Sub-paragraph 1.1	“...shall furnish Trauma Center Services to patients in need thereof who are delivered, or present themselves, to Contractor. Contractor shall comply...with the staffing criteria and other requirements of... Exhibit A and Exhibits A.1-A.4, as applicable.”	8/1/2015	9/30/2016	8/1/2015	<ul style="list-style-type: none"> • Begin furnishing Trauma Center Services to walk-in patients if Contractor has appropriate staff and resources at the time such walk-in patient presents to Contractor's facility. 	N/A

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
					N/A	<ul style="list-style-type: none"> Complete items in this Attachment AA-1. 	See individual item.
22	Exhibit A. 2, Sub-paragraph 5.2.4	"An outreach program...."	5/1/2015	9/30/2016	6/1/2016	<ul style="list-style-type: none"> Advertise and interview candidates to serve as Injury Prevention Coordinator. Negotiate and hire selected candidate. 	Category: Personnel Line Item: 7,8
					N/A	<ul style="list-style-type: none"> Injury Prevention Coordinator will develop an outreach program that: <ul style="list-style-type: none"> Develops injury prevention materials. Working with Trauma Registrar identify opportunities for injury prevention intervention. Identifies groups and constituents within the community whose collaboration will offer the greatest impact in this area. Distributes injury prevention materials to the community and begin collaborative training. Develops and implements outcomes tracking process. 	Category: Equipment and Supplies Line Item: 12

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
23	Exhibit A, Sub-paragraph 2.11	“...shall include only those patients that meet inclusion in the data collection system based on Exhibit K- Patient Inclusion in the Trauma Center Data System.”	8/1/2015	Upon Designation	10/1/2015	<ul style="list-style-type: none"> Recruit and hire initial Trauma Registrar. 	Category: Personnel Line Item: 6,8
					11/1/2015	<ul style="list-style-type: none"> Implement trauma registry with initial Trauma Registrar to input the walk-in trauma patients who would meet inclusion in the County-provided data collection system based on Exhibit K- Patient Inclusion in the Trauma Center Data System. 	N/A
24	Exhibit A, Sub-paragraph 2.12	“...shall comply with all the Contractor responsibilities for the Trauma Center data collection system in Exhibit L....”	8/1/2015	Upon Designation	09/1/2015	<ul style="list-style-type: none"> Purchase or designate computer equipment with required internet connection to be used for data collection. Work with County to have County- provided data collection system installed on designated computer. 	N/A
					10/30/2015	<ul style="list-style-type: none"> Work with County to have primary Trauma Registrar trained to enter data into the County’s data collection system. 	Category: Education and Training Line Item: 11
					9/1/2016	<ul style="list-style-type: none"> Recruit and hire remaining needed Trauma Registrar(s) who will perform the function of entering trauma patients into the data collection system. 	N/A

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
					9/30/2016	<ul style="list-style-type: none"> Work with County to have remaining Trauma Registrar (s) trained to enter data into the County's data collection system. 	Category: Education and Training Line Item: 11
25	Exhibit A, Sub-paragraph 2.13	"Trauma Center Fees...."	Upon Designation	Upon Designation	Upon Designation	<ul style="list-style-type: none"> Trauma Center Fees only apply to designated trauma centers. Contractor shall pay fees when designated. 	N/A
26	Exhibit A, Sub-paragraph 1.4	"...shall comply and be reimbursed for Trauma Center Services in accordance with Exhibit B."	Upon Designation	Upon Designation	Upon Designation	<ul style="list-style-type: none"> Contractor shall comply with payment provisions of designated trauma centers (Exhibit B) when designated. 	N/A
27	Exhibit A.2, Sub-paragraph 3.1	"Surgical...qualified surgical specialist(s)...."	2/1/2015	9/30/2016	N/A	<ul style="list-style-type: none"> All providers, such as anesthesia and surgical specialists that will be part of the trauma response team will receive ATLS training. All responding providers will receive training in trauma system response and work flow requirements. 	Category: Education and Training Line Item: 10

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
Capital Project Items							
1	Exhibit A.2, Sub-paragraph 4.1.6 (Emergency Service)	"designate a trauma resuscitation area of adequate size...."	4/1/2015	10/31/16	2/1/2016	<ul style="list-style-type: none"> Complete ED Expansion into Bay 5 project. See Capital Projects Schedule 2. 	N/A
					11/1/2015	<ul style="list-style-type: none"> Submit Gantt chart for remodel of ED #1 to County's Capital Projects Oversight Representative with a copy to County's Project Manager. 	
					N/A	<ul style="list-style-type: none"> Complete remodel of ED #1. Designate ED #1 as the trauma resuscitation area. 	
2	Exhibit A.2, Sub-paragraph 4.1.5 (Emergency Service)	" have appropriate adult and pediatric equipment and supplies..."	4/1/2016	5/1/2016	N/A	<ul style="list-style-type: none"> Complete ED CT Addition (installation of 64 slice CT scanner). See Capital Projects Schedule 3. 	N/A

Pre-Trauma Center Designation Project Plan

Item #	Agreement Citation	Description	Start Date	Completion Date	Sub-completion Date (If N/A, same as Completion Date)	Plan to Complete	Funding (If Applicable)
3	Exhibit A.2, Sub-paragraph 4.3.1 (Intensive Care Service)	“(ICU) for trauma patients, the ICUs may be separate specialty units”	5/1/2015	9/30/2016	8/1/2015	<ul style="list-style-type: none"> Designate ICU #1, a 12 bed unit, as the primary Trauma receiving ICU. In overflow situations, admit patients to 16 bed medical ICU or 12 bed cardiac ICU. Begin construction of new 12 bed ICU. See Capital Projects Schedule 4. 	N/A
					N/A	<ul style="list-style-type: none"> Complete construction of new 12 bed ICU and designate as a Surgical ICU and primary trauma receiving unit. 	N/A
4	Exhibit A, Sub-paragraph 2.10	“...shall have a Helipad with a permit issued by the State of California, Department of Transportation, Division of Aeronautics.”	5/1/2015	10/31/16	10/15/2015	<ul style="list-style-type: none"> Submit final construction documents for parking structure with helipad to County's Capital Projects Oversight Representative with a copy to County's Project Manager. See Capital Projects Schedule 1. 	N/A
					N/A	<ul style="list-style-type: none"> Obtain required approvals and permits. 	N/A
					N/A	<ul style="list-style-type: none"> Complete construction on permanent helipad. Submit monthly progress reports as required in Exhibit AA. 	N/A

**PRE- TRAUMA CENTER DESIGNATION PROJECT PLAN BUDGET
AUGUST 1, 2015 THROUGH OCTOBER 31, 2016**

OPERATIONAL COSTS

Personnel	Monthly Salary	Total of Months	Total Cost
1 Nurse Director	\$13,371	14	\$187,194
2 Nurse Manager	\$10,000	12	\$120,000
3 PI Coordinator	\$5,250	4	\$21,000
4 Trauma Nurse Spec	\$17,981	4	\$71,924
5 Ortho PA			
6 Trauma Registrar	\$4,560	12	\$54,720
7 Inj Prevention Coor	\$4,200	4	\$16,800
		Subtotal	\$471,638
8 Employee Benefits @ 28%			\$132,059
Contracted Personnel			
9 Medical Director	\$16,667	14	\$233,338
		Subtotal Personnel and Contracted Personnel	\$837,035
Education and Training			
10 Surgeon Training			\$80,000
11 Staff Education			\$200,000
		Subtotal Education and Training	\$280,000
Equipment and Supplies			
12 Supplies			
Injury Prevention supplies			\$40,000
13 Equipment			
	Number of Units	Cost Per Unit	
Fast Scan SonoSite	2	\$81,750	\$163,500
Cardiac Monitor/Defib	4	\$14,802	\$59,209
Glide Scope	2	\$9,828	\$19,656
12 Lead ECG	1	\$16,023	\$16,023
EtCO2 Monoitor	2	\$3,815	\$7,630
Blood Storage Refrigerator	1	\$6,166	\$6,166
Mayo Stands	12	\$441	\$5,290
Broselow Cart	1	\$3,270	\$3,270
EZ IO	1	\$2,471	\$2,471
Level 1 Rapid Infuser	2	\$1,199	\$2,398
Doppler	2	\$927	\$1,853
Hemacue	1	\$582	\$582
ADDITIONAL EQUIPMENT			
Doppler, Bloodflow	2	\$927	\$927
Fluid/Blanket Warmer	1	\$1,085	\$1,085
Stryker 295 Intra-Compartment Pressure Monitor	2	\$1,482	\$2,965
Fast Scan SonoSite (add for ICU)	1	\$81,750	\$81,750
Glide Scope (add for ICU)	1	\$9,828	\$9,828
Hemacue (add for ICU)	1	\$582	\$582
Integrated X-Ray Machine	1	\$299,750	\$299,750
Portable Digital X-Ray Machine	1	\$177,914	\$177,914
Drager Ventilators	2	\$27,250	\$54,500
64 Slice ED CT Scanner (without installation)		\$760,711	\$760,711
ED Expansion Equipment (attached)		\$1,944,337	\$1,610,116
ICU/DOU Expansion Equipment (attached)		\$988,415	\$0
		Subtotal Equipment and Supplies	\$3,328,176
		TOTAL OPERATIONAL COSTS	\$4,445,210

ED EXPANSION EQUIPMENT LIST

Department	ItemName	Model#	ModelName	MountingType	IsElectrical	Electrical	ListPrice	Mounting	ExtendedPrice
ED	COMPUTER, PERSONAL, SINGLE MONITOR	N/A	EXISTING EQUIPMENT	MOVABLE TABLETOP	YES	120/1/2	\$ -	MOVABLE TABLETOP	\$ -
ED	PRINTER	WORKFORCE 30	EXISTING EQUIPMENT	MOVABLE TABLETOP	YES	120/1/1	\$ -	MOVABLE TABLETOP	\$ -
ED	RADIO, BASE, WORKSTATION	N/A	EXISTING EQUIPMENT	MOVABLE TABLETOP	YES	//	\$ -	MOVABLE TABLETOP	\$ -
ED	RACK, CABINET, CPU, UTILITY	N/A	EXISTING EQUIPMENT	FIXED FLOOR	NO	//	\$ -	FIXED FLOOR	\$ -
ED	RECEPTACLE, WASTE, 23 GAL, WHITE	3U652/ FG614600WHT	STEP ON RECEPTACLE 6146-WHITE	MOVABLE FLOOR	NO	//	\$ 237.75	MOVABLE FLOOR	\$ 237.75
ED	SYSTEMS, RADIO/COUNTY EMERGENCY	N/A	EXISTING EQUIPMENT	MOVABLE TABLETOP	YES	//	\$ -	MOVABLE TABLETOP	\$ -
ED	RACK, STORAGE, PATIENT BOARD	111015	STORAGE RACK	FIXED WALL	NO	//	\$ 29.95	FIXED WALL	\$ 59.90
ED	WHEELCHAIR, ADULT STANDARD MANUAL	70038	20" CLASSIC 300 20" W X 16"D	MOVABLE FLOOR	NO	//	\$ 239.00	MOVABLE FLOOR	\$ 478.00
ED	BUCKET, KICK	P-1020-SS	N/A	MOVABLE FLOOR	NO	//	\$ 231.00	MOVABLE FLOOR	\$ 462.00
ED	CART, CRASH, PEDIATRIC W/ EMERGENCY PACKAGE	UXGLA-9PEDI/ PEDS-PKGA	EXTRA TALL ALUMINUM PEDIATRIC CART WITH LEVER LOCK	MOVABLE FLOOR	NO	//	\$ 2,285.00	MOVABLE FLOOR	\$ 2,285.00
ED	CART, CRASH W/ EMERGENCY PACKAGE	UTRLA-333333333/ EMERG-PKGA	TALL LIGHTWEIGHT ALUMINUM CART WITH LEVER LOCK-RED	MOVABLE FLOOR	NO	//	\$ 2,078.00	MOVABLE FLOOR	\$ 2,078.00
ED	CABINET, UNIVERSAL PROTECTION	8560	P2	FIXED WALL	NO	//	\$ 123.00	FIXED WALL	\$ 123.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$ 105.00	FIXED WALL	\$ 105.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD	MOVABLE TABLETOP	YES	120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 1,000.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC	3 GAL TOP DROP AND LOCKING WALL MNT CABINET	FIXED WALL	NO	//	\$ -	FIXED WALL	\$ -
ED	DEFIBRILLATOR WITH PACING, SPO2, NBP, ETCO2	M3535A	HEARTSTART MRX	MOVABLE TABLETOP	YES	120/1/1.5	\$ 22,262.00	MOVABLE TABLETOP	\$ 22,262.00
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC	FIXED WALL	NO	//	\$ 81.95	FIXED WALL	\$ 163.90
ED	FLOWMETER, AIR	1MFA2006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$ 48.26	MOVABLE WALL	\$ 96.52

ED	FLOWMETER, OXYGEN	1MFA1006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$	46.30	MOVABLE WALL	\$	185.20
ED	HAMPER, WIRE, 15 BAG GALLON CAPACITY	682NB-BS	CUSTOM ORDER WITH 2 SHELVES, NO BAG	MOVABLE FLOOR	NO	//	\$	255.70	MOVABLE FLOOR	\$	511.40
ED	HEADWALL, RECESS MOUNTED	P2008A1	ELEMENTS P2008A1 IN-WALL	FIXED WALL (RECESSED)	YES	120/1/1	\$	6,319.20	FIXED WALL (RECESSED)	\$	12,638.40
ED	ACCESSORIES FOR HEADWALL	N/A	ACCESSORIES FOR ELEMENTS HEADWALL	ANCHORED TO WALL BRACKET	NO	//	\$	664.46	ANCHORED TO WALL BRACKET	\$	1,328.92
ED	HEADWALL, ADDITIONAL PANEL MATERIAL	PSPEC00836888Q01	ELEMENTS 24"W X 11"H PANEL	FIXED WALL (RECESSED)	NO	//	\$	452.00	FIXED WALL (RECESSED)	\$	904.00
ED	LIGHT, EXAM, CEILING MOUNTED (500MM POLE)	D15-170-210	TRIANGO LED TR-7C (500MM POLE) CEILING MOUNTED	FIXED CEILING	YES	120/1/1	\$	4,300.00	FIXED CEILING	\$	8,600.00
ED	MONITOR, PHYSIOLOGIC	866062	INTELLIVUE MX450	MOVABLE TABLETOP	YES	120/1/1.8	\$	9,614.09	MOVABLE TABLETOP	\$	19,228.18
ED	WALL MOUNT ARM FOR MX450	MXU0151	MP20/30 VHM ARM KIT- MOUNTS ON HEADWALL	MOUNT ON HEADWALL	NO	//	\$	652.00	MOUNT ON HEADWALL	\$	1,304.00
ED	MONITOR MODULE	03001A	MMS MODULE WITH ECG/RESP, SPO2, NIBP	PART OF MAIN UNIT	NO	//	\$	5,571.36	PART OF MAIN UNIT	\$	11,142.72
ED	MOUNT, WALL, COMPUTER	E997	E900 SERIES WITH E-DESK AND EXTENSION ARM	FIXED WALL		//	\$	1,514.00	FIXED WALL	\$	1,514.00
ED	MOUNT, WALL, TELEVISION (OSHPD)	LC200DS1	ARTICULATING WALL MOUNT	FIXED WALL	NO	//	\$	277.00	FIXED WALL	\$	554.00
ED	OTOSCOPE/OPHTHALMOSCOP E W/WALL TRANSFO	77510/ 11710/ 25020	GS 777- 77510 WALL TRANSFORMER SET	MOUNT ON HEADWALL	YES	120/1/1	\$	1,029.00	MOUNT ON HEADWALL	\$	2,058.00
ED	PUMP, INFUSION, CONTROL UNIT	8015	ALARIS PC CONTROL UNIT	MOUNT ON STAND	YES	120/1/2	\$	3,545.00	MOUNT ON STAND	\$	7,090.00
ED	PUMP, INFUSION, SINGLE CHANNEL	8100	ALARIS PUMP MODULE	MOUNT ON STAND	NO	//	\$	3,000.00	MOUNT ON STAND	\$	12,000.00
ED	PUMP, INFUSION, SYRINGE, MODULE	8110	ALARIS SYRINGE MODULE	MOUNT ON STAND	NO	//	\$	3,245.00	MOUNT ON STAND	\$	6,490.00
ED	REGULATOR, SUCTION, MRI COMPATIBLE	3708	CLASSIC SERIES	MOUNT ON HEADWALL	NO	//	\$	619.00	MOUNT ON HEADWALL	\$	2,476.00
ED	RECEPTACLE, WASTE, 23 GAL, WHITE	3U652/ FG614600WHT	STEP ON RECEPTACLE 6146- WHITE	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	475.50
ED	RECEPTACLE, WASTE, BIOHAZARD, 23 GAL	3U653/ FG614600RED	STEP ON RECEPTACLE 6146- RED	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	475.50
ED	STOOL, DOCTOR, EXAM	272-001	RITTER 272 AIR LIFT VALUE SERIES	MOVABLE FLOOR	NO	//	\$	215.00	MOVABLE FLOOR	\$	430.00
ED	STAND, MAYO, FOOT OPERATED	P-1068-SS	FOOT OPERATED STAINLESS STEEL MAYO	MOVABLE FLOOR	NO	//	\$	747.00	MOVABLE FLOOR	\$	1,494.00

ED	STRETCHER, FIFTH WHEEL, 30"	1105-00-030	PRIME WITH FIFTH WHEEL 30" LITTER	MOVABLE FLOOR	NO	//	\$ 5,151.00	MOVABLE FLOOR	\$ 5,151.00
ED	MATTRESS 4"	0785-034-323	ENHANCED COMFORT	PART OF MAIN UNIT	NO	//	\$ 189.00	PART OF MAIN UNIT	\$ 189.00
ED	LIFT ASSIST BACKREST / HYDRAULIC KNEE GATCH	1105-010-302	RECOVERY CHAIR POSITION	PART OF MAIN UNIT	NO	//	\$ 1,079.00	PART OF MAIN UNIT	\$ 1,079.00
ED	POP UP STEERING HANDLES	1105-048-030	HEAD END	PART OF MAIN UNIT	NO	//	\$ 318.00	PART OF MAIN UNIT	\$ 318.00
ED	THREE-SIDED HYDRAULIC CONTROLS	1105-005-610	N/A	PART OF MAIN UNIT	NO	//	\$ 247.00	PART OF MAIN UNIT	\$ 247.00
ED	IV POLE, FOLDING TWO STAGE	1105-035-338	HEAD END	PART OF MAIN UNIT	NO	//	\$ 381.00	PART OF MAIN UNIT	\$ 381.00
ED	SCALE	1070-010-102	INTEGRATED SCALE SYSTEM	PART OF MAIN UNIT	YES	//	\$ 1,517.00	PART OF MAIN UNIT	\$ 1,517.00
ED	STOOL, STEP, CHROME	P-10	CHROME FOOTSTOOL	MOVABLE FLOOR	NO	//	\$ 102.00	MOVABLE FLOOR	\$ 102.00
ED	TABLE, OVERBED	OBT-635	N/A	MOVABLE FLOOR	NO	//	\$ 364.80	MOVABLE FLOOR	\$ 729.60
ED	TELEVISION, 32" FLAT PANEL, LED HDTV	J32HE840/ 22P327	HEALTHCARE SERIES	MOVABLE TABLETOP	YES	115/1/1	\$ 853.50	MOVABLE TABLETOP	\$ 1,707.00
ED	THERMOMETER, ELECTRONIC, ORAL PROBE	01692-200	SURETEMP PLUS 692	MOUNT ON HEADWALL	YES	//	\$ 483.00	MOUNT ON HEADWALL	\$ 966.00
ED	CART, UTILITY	MB-TB	STAINLESS STEEL CART	MOVABLE FLOOR	NO	//	\$ 509.00	MOVABLE FLOOR	\$ 7,635.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$ 105.00	FIXED WALL	\$ 1,575.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD	MOVABLE TABLETOP	YES	120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 15,000.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC	3 GAL TOP DROP AND LOCKING WALL MNT CABINET	FIXED WALL	NO	//	\$ -	FIXED WALL	\$ -
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC	FIXED WALL	NO	//	\$ 81.95	FIXED WALL	\$ 2,458.50
ED	FLOWMETER, AIR	1MFA2006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$ 48.26	MOVABLE WALL	\$ 723.90
ED	FLOWMETER, OXYGEN	1MFA1006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$ 46.30	MOVABLE WALL	\$ 1,389.00
ED	HAMPER, WIRE, 15 GALLON CAPACITY	682NB-BS	CUSTOM ORDER WITH 2 SHELVES, NO BAG	MOVABLE FLOOR	NO	//	\$ 255.70	MOVABLE FLOOR	\$ 3,835.50
ED	HEADWALL, RECESS MOUNTED	P2008A1	ELEMENTS P2008A1 IN-WALL	FIXED WALL (RECESSED)	YES	120/1/	\$ 6,319.20	FIXED WALL (RECESSED)	\$ 94,788.00

ED	THREE-SIDED HYDRAULIC CONTROLS	1105-005-610	N/A		PART OF MAIN UNIT	NO				\$	247.00	PART OF MAIN UNIT	\$	3,705.00
ED	IV POLE, FOLDING TWO STAGE	1105-035-338	HEAD END		PART OF MAIN UNIT	NO				\$	381.00	PART OF MAIN UNIT	\$	5,715.00
ED	SCALE	1070-010-102	INTEGRATED SCALE SYSTEM		PART OF MAIN UNIT	YES				\$	1,517.00	PART OF MAIN UNIT	\$	22,755.00
ED	STOOL, STEP, CHROME	P-10	CHROME FOOTSTOOL		MOVABLE FLOOR	NO				\$	102.00	MOVABLE FLOOR	\$	1,530.00
ED	TABLE, OVERBED	OBT-635	N/A		MOVABLE FLOOR	NO				\$	364.80	MOVABLE FLOOR	\$	5,472.00
ED	TELEVISION, 32" FLAT PANEL, LED HDTV	J32HE840/ 22P327	HEALTHCARE SERIES		MOVABLE TABLETOP	YES		115/1/1		\$	853.50	MOVABLE TABLETOP	\$	12,802.50
ED	THERMOMETER, ELECTRONIC, ORAL PROBE	01692-200	SURETEMP PLUS 692		MOUNT ON HEADWALL	YES				\$	483.00	MOUNT ON HEADWALL	\$	7,245.00
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A			NO				\$	-		\$	-
ED	CART, UTILITY	MB-TB	STAINLESS STEEL CART		MOVABLE FLOOR	NO				\$	509.00	MOVABLE FLOOR	\$	509.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK		FIXED WALL	YES		120/1/0.28		\$	105.00	FIXED WALL	\$	105.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD		MOVABLE TABLETOP	YES		120/1/2		\$	1,000.00	MOVABLE TABLETOP	\$	1,000.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC	3 GAL TOP DROP AND LOCKING WALL MNT CABINET		FIXED WALL	NO				\$	-	FIXED WALL	\$	-

ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC	FIXED WALL	NO	//	\$	81.95	FIXED WALL	\$	163.90
ED	FLOWMETER, AIR	1MFA2006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$	48.26	MOVABLE WALL	\$	48.26
ED	FLOWMETER, OXYGEN	1MFA1006	CHEMETRON ADAPTER	MOVABLE WALL	NO	//	\$	46.30	MOVABLE WALL	\$	92.60
ED	HAMPER, WIRE, 15 BAG GALLON CAPACITY	682NB-BS	CUSTOM ORDER WITH 2 SHELVES, NO BAG	MOVABLE FLOOR	NO	//	\$	255.70	MOVABLE FLOOR	\$	255.70
ED	HEADWALL, RECESS MOUNTED	P2008A1	ELEMENTS P2008A1 IN-WALL	FIXED WALL (RECESSED)	YES	120/1/	\$	6,319.20	FIXED WALL (RECESSED)	\$	6,319.20
ED	ACCESSORIES FOR HEADWALL	N/A	ACCESSORIES FOR ELEMENTS HEADWALL	ANCHORED TO WALL BRACKET	NO	//	\$	664.46	ANCHORED TO WALL BRACKET	\$	664.46
ED	HEADWALL, ADDITIONAL PANEL MATERIAL	PSPEC00836888Q01	ELEMENTS 24"W X 11"H PANEL	FIXED WALL (RECESSED)	NO	//	\$	452.00	FIXED WALL (RECESSED)	\$	452.00
ED	LIGHT, EXAM, CEILING MOUNTED (500MM POLE)	D15-170-210	TRIANGO LED TR-7C (500MM POLE) CEILING MOUNTED	FIXED CEILING	YES	120/1/1	\$	4,300.00	FIXED CEILING	\$	4,300.00
ED	MONITOR, PHYSIOLOGIC	866062	INTELLIVUE MX450	MOVABLE TABLETOP	YES	120/1/1.8	\$	9,614.09	MOVABLE TABLETOP	\$	9,614.09
ED	WALL MOUNT ARM FOR MX450	MXU0151	MP20/30 VHM ARM KIT - MOUNTS ON HEADWALL	MOUNT ON HEADWALL	NO	//	\$	652.00	MOUNT ON HEADWALL	\$	652.00
ED	MONITOR MODULE	03001A	MMS MODULE WITH ECG/RESP, SPO2, NIBP	PART OF MAIN UNIT	NO	//	\$	5,571.36	PART OF MAIN UNIT	\$	5,571.36
ED	MOUNT, WALL, COMPUTER	E997	E900 SERIES WITH E-DESK AND EXTENSION ARM	FIXED WALL		//	\$	1,514.00	FIXED WALL	\$	1,514.00
ED	MOUNT, WALL, TELEVISION (OSHPP)	LC200DS1	ARTICULATING WALL MOUNT	FIXED WALL	NO	//	\$	277.00	FIXED WALL	\$	277.00
ED	OTOSCOPE/OPHTHALMOSCOP E W/ WALL TRANSFO	77510/ 11710/ 25020	GS 777- 77510 WALL TRANSFORMER SET	MOUNT ON HEADWALL	YES	120/1/1	\$	1,029.00	MOUNT ON HEADWALL	\$	1,029.00
ED	PUMP, INFUSION, CONTROL UNIT	8015	ALARIS PC CONTROL UNIT	MOUNT ON STAND	YES	120/1/2	\$	3,545.00	MOUNT ON STAND	\$	3,545.00
ED	PUMP, INFUSION, SINGLE CHANNEL	8100	ALARIS PUMP MODULE	MOUNT ON STAND	NO	//	\$	3,000.00	MOUNT ON STAND	\$	6,000.00
ED	REGULATOR, SUCTION, MRI COMPATIBLE	3708	CLASSIC SERIES	MOUNT ON HEADWALL	NO	//	\$	619.00	MOUNT ON HEADWALL	\$	619.00
ED	RECEPTACLE, WASTE, 23 GAL, WHITE	3U652/ FG614600WHT	STEP ON RECEPTACLE 6146-WHITE	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	237.75
ED	RECEPTACLE, WASTE, BIOHAZARD, 23 GAL	3U653/ FG614600RED	STEP ON RECEPTACLE 6146- RED	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	237.75
ED	STOOL, DOCTOR, EXAM	272-001	RITTER 272 AIR LIFT VALUE SERIES	MOVABLE FLOOR	NO	//	\$	215.00	MOVABLE FLOOR	\$	215.00

ED	STAND, MAYO, FOOT OPERATED	P-1068-SS	FOOT OPERATED STAINLESS STEEL MAYO	MOVABLE FLOOR	NO	//	\$	747.00	MOVABLE FLOOR	\$	747.00
ED	STRETCHER, FIFTH WHEEL, 30"	1105-00-030	PRIME WITH FIFTH WHEEL 30" LITTER	MOVABLE FLOOR	NO	//	\$	5,151.00	MOVABLE FLOOR	\$	5,151.00
ED	MATTRESS 4"	0785-034-323	ENHANCED COMFORT	PART OF MAIN UNIT	NO	//	\$	189.00	PART OF MAIN UNIT	\$	189.00
ED	LIFT ASSIST BACKREST / HYDRAULIC KNEE GATCH	1105-010-302	RECOVERY CHAIR POSITION	PART OF MAIN UNIT	NO	//	\$	1,079.00	PART OF MAIN UNIT	\$	1,079.00
ED	POP UP STEERING HANDLES	1105-048-030	HEAD END	PART OF MAIN UNIT	NO	//	\$	318.00	PART OF MAIN UNIT	\$	318.00
ED	THREE-SIDED HYDRAULIC CONTROLS	1105-005-610	N/A	PART OF MAIN UNIT	NO	//	\$	247.00	PART OF MAIN UNIT	\$	247.00
ED	IV POLE, FOLDING TWO STAGE	1105-035-338	HEAD END	PART OF MAIN UNIT	NO	//	\$	381.00	PART OF MAIN UNIT	\$	381.00
ED	SCALE	1070-010-102	INTEGRATED SCALE SYSTEM	PART OF MAIN UNIT	YES	//	\$	1,517.00	PART OF MAIN UNIT	\$	1,517.00
ED	STOOL, STEP, CHROME	P-10	CHROME FOOTSTOOL	MOVABLE FLOOR	NO	//	\$	102.00	MOVABLE FLOOR	\$	102.00
ED	TABLE, OVERBED	OBT-635	N/A	MOVABLE FLOOR	NO	//	\$	364.80	MOVABLE FLOOR	\$	364.80
ED	TELEVISION, 32" FLAT PANEL, LED HDTV	J32HE840/ 22P327	HEALTHCARE SERIES	MOVABLE TABLETOP	YES	115/1/1	\$	853.50	MOVABLE TABLETOP	\$	853.50
ED	THERMOMETER, ELECTRONIC, ORAL PROBE	01692-200	SURETEMP PLUS 692	MOUNT ON HEADWALL	YES	//	\$	483.00	MOUNT ON HEADWALL	\$	483.00
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A		NO	//	\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A		NO	//	\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A		NO	//	\$	-		\$	-
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC	FIXED WALL	NO	//	\$	81.95	FIXED WALL	\$	327.80
ED	FLOWMETER, AIR, EMBEDDED	TBD	SECURITY FLOWMETER	MOVABLE WALL	NO	//	\$	-	MOVABLE WALL	\$	-
ED	FLOWMETER, OXYGEN, EMBEDDED	TBD	SECURITY FLOWMETER	MOVABLE WALL	NO	//	\$	-	MOVABLE WALL	\$	-
ED	HEADWALL, RECESS MOUNTED	P2008A1	ELEMENTS P2008A1 IN-WALL	FIXED WALL (RECESSED)	YES	120/1/	\$	6,319.20	FIXED WALL (RECESSED)	\$	25,276.80
ED	HEADWALL, ADDITIONAL PANEL MATERIAL	PSPEC00836888Q01	ELEMENTS 24"W X 111"H PANEL	FIXED WALL (RECESSED)	NO	//	\$	452.00	FIXED WALL (RECESSED)	\$	1,808.00

ED	MONITOR, PHYSIOLOGIC	866062	INTELLIVUE MX450	MOVABLE TABLETOP	YES		120/1/1.8	\$	9,614.09	MOVABLE TABLETOP	\$	38,456.36
ED	MONITOR MODULE	03001A	MMS MODULE WITH ECG/RESP, SPO2, NIBP	PART OF MAIN UNIT	NO		//	\$	5,571.36	PART OF MAIN UNIT	\$	22,285.44
ED	STAND, ROLLING FOR MX450	MXU0157	MP40/50 ROLL STAND KIT	MOVABLE FLOOR	NO		//	\$	322.00	MOVABLE FLOOR	\$	1,288.00
ED	REGULATOR, SUCTION, MRI COMPATIBLE	3708	CLASSIC SERIES	MOUNT ON HEADWALL	NO		//	\$	619.00	MOUNT ON HEADWALL	\$	2,476.00
ED	STRETCHER, FIFTH WHEEL, 30"	1105-00-030	PRIME WITH FIFTH WHEEL 30" LITTER	MOVABLE FLOOR	NO		//	\$	5,151.00	MOVABLE FLOOR	\$	20,604.00
ED	MATTRESS 4"	0785-034-323	ENHANCED COMFORT	PART OF MAIN UNIT	NO		//	\$	189.00	PART OF MAIN UNIT	\$	756.00
ED	LIFT ASSIST BACKREST / HYDRAULIC KNEE GATCH	1105-010-302	RECOVERY CHAIR POSITION	PART OF MAIN UNIT	NO		//	\$	1,079.00	PART OF MAIN UNIT	\$	4,316.00
ED	POP UP STEERING HANDLES	1105-048-030	HEAD END	PART OF MAIN UNIT	NO		//	\$	318.00	PART OF MAIN UNIT	\$	1,272.00
ED	THREE-SIDED HYDRAULIC CONTROLS	1105-005-610	N/A	PART OF MAIN UNIT	NO		//	\$	247.00	PART OF MAIN UNIT	\$	988.00
ED	SCALE	1070-010-102	INTEGRATED SCALE SYSTEM	PART OF MAIN UNIT	YES		//	\$	1,517.00	PART OF MAIN UNIT	\$	6,068.00
ED	TABLE, OVERBED	OBT-635	N/A	MOVABLE FLOOR	NO		//	\$	364.80	MOVABLE FLOOR	\$	1,459.20
ED	TELEVISION, 32" FLAT PANEL, LED HDTV	J32HE840/ 22P327	HEALTHCARE SERIES	MOVABLE TABLETOP	YES		115/1/1	\$	853.50	MOVABLE TABLETOP	\$	3,414.00
ED	SEE ROOM E1517 FOR EQUIPMENT	N/A	N/A		NO		//	\$	-		\$	-
ED	SEE ROOM E1517 FOR EQUIPMENT	N/A	N/A		NO		//	\$	-		\$	-
ED	SEE ROOM E1517 FOR EQUIPMENT	N/A	N/A		NO		//	\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A		NO		//	\$	-		\$	-
ED	SEE ROOM E1503 FOR EQUIPMENT	N/A	N/A		NO		//	\$	-		\$	-
ED	WHEELCHAIR, ADULT STANDARD MANUAL	70038	20" CLASSIC 300 20" W X 16"D	MOVABLE FLOOR	NO		//	\$	239.00	MOVABLE FLOOR	\$	717.00
ED	WHEELCHAIR, ADULT, WIDE, MANUAL	AL-70031BK-DF	20" CLASSIC 500 20" W X 18"D	MOVABLE FLOOR	NO		//	\$	239.00	MOVABLE FLOOR	\$	956.00
ED	CART, IV, SUPPLY CART	MPH01WMLA10/UX GKA	6 DRAWER ALUMINUM CART-WATERLOO UXGKA	MOVABLE FLOOR	NO		//	\$	1,600.00	MOVABLE FLOOR	\$	1,600.00

ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD		MOVABLE TABLETOP	YES		120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 3,000.00
ED	MONITOR, FLAT PANEL, 24" WIDESCREEN	S24A50BW	450 SERIES 24" LED DESKTOP MONITOR		MOVABLE TABLETOP	YES		120/1/2.14	\$ 320.00	MOVABLE TABLETOP	\$ 320.00
ED	PRINTER, 1	TBD	TBD		MOVABLE TABLETOP	YES		120/1/	\$ 1,200.00	MOVABLE TABLETOP	\$ 1,200.00
ED	PRINTER, LABEL, WRISTBAND	TBD	TBD		MOVABLE TABLETOP	YES		120/1/	\$ 695.00	MOVABLE TABLETOP	\$ 1,390.00
ED	RECEPTACLE, WASTE, OFFICE, 28 QT	2543	FIRE RESISTANT WASTEBASKET		MOVABLE FLOOR	NO		//	\$ 55.00	MOVABLE FLOOR	\$ 55.00
ED	SCANNER, DOCUMENTS, COUNTERTOP	TBD	TBD		MOVABLE TABLETOP	YES		120/1/1	\$ 1,000.00	MOVABLE TABLETOP	\$ 1,000.00
ED	RECEPTACLE, WASTE, SMALL, 8 GAL, WHITE	3U646/ FG614300WHT	STEP ON RECEPTACLE 6143-WHITE		MOVABLE FLOOR	NO		//	\$ 135.05	MOVABLE FLOOR	\$ 135.05
ED	RECEPTACLE, WASTE, SMALL, 8 GAL, WHITE	3U646/ FG614300WHT	STEP ON RECEPTACLE 6143-WHITE		MOVABLE FLOOR	NO		//	\$ 135.05	MOVABLE FLOOR	\$ 135.05
ED	ANALYZER, GLUCOSE, BLOOD	0506031101/ 05060290001	ACCU-CHECK INFORM II METER AND BASE UNIT		MOVABLE TABLETOP	YES		120/1/1.7	\$ 1,833.00	MOVABLE TABLETOP	\$ 14,664.00
ED	CART, UTILITY	MB-TB	STAINLESS STEEL CART		MOVABLE FLOOR	NO		//	\$ 509.00	MOVABLE FLOOR	\$ 509.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK		FIXED WALL	YES		120/1/0.28	\$ 105.00	FIXED WALL	\$ 105.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD		MOVABLE TABLETOP	YES		120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 1,000.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC	3 GAL TOP DROP AND LOCKING WALL MNT CABINET		FIXED WALL	NO		//	\$ -	FIXED WALL	\$ -
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC		FIXED WALL	NO		//	\$ 81.95	FIXED WALL	\$ 81.95
ED	MEDICATION, STATION	MDA-FRM-003	THREE CELL COLOR TOUCH G4		FIXED FLOOR	YES		115/1/6.3	\$ 145,015.00	FIXED FLOOR	\$ 145,015.00
ED	MOUNT, WALL, COMPUTER	E997	E900 SERIES WITH E-DESK AND EXTENSION ARM		FIXED WALL			//	\$ 1,514.00	FIXED WALL	\$ 1,514.00
ED	REFRIGERATOR, PHARMACY, SINGLE DOOR, 20 CU FT	REF20-PH	PHARMACY/LAB UPRIGHT		FIXED WALL	YES		115/1/8.7	\$ 9,189.00	FIXED WALL	\$ 9,189.00
ED	CART, IV, SUPPLY CART	MPH01WMLA10/UX GKA	6 DRAWER ALUMINUM CART-WATERLOO UXGKA		MOVABLE FLOOR	NO		//	\$ 1,600.00	MOVABLE FLOOR	\$ 1,600.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD		MOVABLE TABLETOP	YES		120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 3,000.00
ED	MONITOR, FLAT PANEL, 24" WIDESCREEN	S24A50BW	450 SERIES 24" LED DESKTOP MONITOR		MOVABLE TABLETOP	YES		120/1/2.14	\$ 320.00	MOVABLE TABLETOP	\$ 320.00

ED	RECEPTACLE, WASTE, OFFICE, 28 QT	2543	FIRE RESISTANT WASTEBASKET	MOVABLE FLOOR	NO	//	\$ 55.00	MOVABLE FLOOR	\$ 55.00
ED	CART, CRASH W/ EMERGENCY PACKAGE	UTRLA-333333333/EMERG-PKGA	TALL LIGHTWEIGHT ALUMINUM CART WITH LEVER LOCK-RED	MOVABLE FLOOR	NO	//	\$ 2,078.00	MOVABLE FLOOR	\$ 2,078.00
ED	CART, PROCEDURE, PEDIATRIC	UXRLA-XXXXXX	EXTRA TALL ALUMINUM UNICART-GREEN	MOVABLE FLOOR	NO	//	\$ 1,481.00	MOVABLE FLOOR	\$ 1,481.00
ED	CART, TRAUMA	UXRLA-XXXXXX	EXTRA TALL ALUMINUM UNICART	MOVABLE FLOOR	NO	//	\$ 1,481.00	MOVABLE FLOOR	\$ 1,481.00
ED	DEFIBRILLATOR WITH PACING, SPO2, NBP, ETCO2	M3535A	HEARTSTART MRX	MOVABLE TABLETOP	YES	120/1/1.5	\$ 22,262.00	MOVABLE TABLETOP	\$ 22,262.00
ED	ULTRASOUND	L140000	SONOSITE EDGE	PLACE ON CART	YES	120/1/2	\$ 45,995.00	PLACE ON CART	\$ 45,995.00
ED	TRANSDUCER, LINEAR, FOR LINE PLACEMENT	P07691	L25X/13-6MHZ-TRANSVERSE BIOPSY COMPATIBLE	PART OF MAIN UNIT	NO	//	\$ 11,500.00	PART OF MAIN UNIT	\$ 11,500.00
ED	TRANSDUCER, OB/GYN	P07680	C60X/ 5-2MHZ- BIOPSY COMPATIBLE	PART OF MAIN UNIT	NO	//	\$ 8,500.00	PART OF MAIN UNIT	\$ 8,500.00
ED	TRANSDUCER, OB/GYN	P07690	ICTX/ 8-5MHZ BIOPSY COMPATIBLE	PART OF MAIN UNIT	NO	//	\$ 8,500.00	PART OF MAIN UNIT	\$ 8,500.00
ED	STAND, ULTRASOUND	L15800	EDGE STAND	MOBILE	NO	//	\$ 2,500.00	MOBILE	\$ 2,500.00
ED	PRINTER, VIDEO, BLACK AND WHITE	P06293	SONY UP-897MD BLACK AND WHITE A6 VIDEO PRINTER	PART OF MAIN UNIT	YES	120/1/1.5	\$ 1,100.00	PART OF MAIN UNIT	\$ 1,100.00
ED	ICE DISPENSER, COUNTERTOP, 12# STORAGE	12CI400A-S	SYMPHONY 12 CI SERIES COUNTERTOP W/ SENSOR SAFE	FIXED TABLETOP	YES	115/1/13	\$ 6,080.00	FIXED TABLETOP	\$ 6,080.00
ED	WATER FILTER SYSTEM, WALL MOUNT	130229	STANDARD WATER FILTER SYSTEM	FIXED WALL	NO	//	\$ 570.00	FIXED WALL	\$ 570.00
ED	STAND, ICE MACHINE	AF12CABINET	BASE STAND FOR 12 CI SERIES	FIXED FLOOR	NO	//	\$ 1,035.00	FIXED FLOOR	\$ 1,035.00
ED	REFRIGERATOR, SINGLE, SOLID DOOR, NFS APPROVED	T-12	T SERIES REACH-IN SOLID SWING DOOR	FIXED FLOOR	YES	120/1/4.9	\$ 4,372.00	FIXED FLOOR	\$ 4,372.00
ED	SEISMIC FLANGED LEGS	880348	SEISMIC/FLANGED LEGS	FIXED FLOOR	NO	//	\$ 477.00	FIXED FLOOR	\$ 477.00
ED	CART, IV, SUPPLY CART	MPH01WMLA10/UXGKA	6 DRAWER ALUMINUM CART-WATERLOO UXGKA	MOVABLE FLOOR	NO	//	\$ 1,600.00	MOVABLE FLOOR	\$ 1,600.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD	MOVABLE TABLETOP	YES	120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 5,000.00
ED	MONITOR, CENTRAL STATION, 24 PATIENT	866023	INTELLIVUE INFO CENTER IX	MOVABLE TABLETOP	YES	120/1/	\$ 101,825.00	MOVABLE TABLETOP	\$ 101,825.00
ED	MONITOR, FLAT PANEL, 24" WIDESCREEN	S24A50BW	450 SERIES 24" LED DESKTOP MONITOR	MOVABLE TABLETOP	YES	120/1/2.14	\$ 320.00	MOVABLE TABLETOP	\$ 320.00

ED	MONITOR, TRAINING	MXU0011/A13	INTELLIVUE BIOMEDICAL TRAINING COURSES_QTY 3		NO	//	\$ 9,285.00	\$ 9,285.00		
ED	PRINTER, 2	TBD	TBD	MOVABLE FLOOR	YES	120/1/	\$ 2,400.00	\$ 2,400.00	MOVABLE FLOOR	\$ 2,400.00
ED	RECEPTACLE, WASTE, OFFICE, 28 QT	2543	FIRE RESISTANT WASTEBASKET	MOVABLE FLOOR	NO	//	\$ 55.00	\$ 55.00	MOVABLE FLOOR	\$ 110.00
ED	CART, CRASH W/ EMERGENCY PACKAGE	UTRLA-333333333/ EMERG-PKGA	TALL LIGHTWEIGHT ALUMINUM CART WITH LEVER LOCK-RED	MOVABLE FLOOR	NO	//	\$ 2,078.00	\$ 2,078.00	MOVABLE FLOOR	\$ 2,078.00
ED	CART, PROCEDURE CENTRAL LINE	UXRLA-XXXXXX-BLUE	EXTRA TALL ALUMINUM UNICART-BLUE	MOVABLE FLOOR	NO	//	\$ 1,481.00	\$ 1,481.00	MOVABLE FLOOR	\$ 1,481.00
ED	DEFIBRILLATOR WITH PACING, SPO2, NBP, ETC02	M3535A	HEARTSTART MRX	MOVABLE TABLETOP	YES	120/1/1.5	\$ 22,262.00	\$ 22,262.00	MOVABLE TABLETOP	\$ 22,262.00
ED	CART, HOUSEKEEPING	F36214R	CART WITH FOLD-UP PLATFORM	MOVABLE FLOOR	NO	//	\$ 1,444.00	\$ 1,444.00	MOVABLE FLOOR	\$ 1,444.00
ED	CHEMICAL DISPENSING SYSTEM	2U692	TWIST N FILL	FIXED WALL	NO	//	\$ 114.00	\$ 114.00	FIXED WALL	\$ 114.00
ED	CONTAINER, 44 GAL, OPEN TOP	3W224/ FG264300GRAY	BRUTE CONTAINER- GRAY	MOVABLE FLOOR	NO	//	\$ 77.00	\$ 77.00	MOVABLE FLOOR	\$ 77.00
ED	ANALYZER, URINE	1420	CLINITEK ADVANTUS	MOVABLE TABLETOP	YES	120/1/1	\$ 10,897.59	\$ 10,897.59	MOVABLE TABLETOP	\$ 32,692.77
ED	CART, SOILED LINEN	TQ-1226	TQ-1200 SERIES	MOVABLE FLOOR	NO	//	\$ 925.00	\$ 925.00	MOVABLE FLOOR	\$ 925.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$ 105.00	\$ 105.00	FIXED WALL	\$ 105.00
ED	CONTAINER, 44 GAL, OPEN TOP	3W224/ FG264300GRAY	BRUTE CONTAINER- GRAY	MOVABLE FLOOR	NO	//	\$ 77.00	\$ 77.00	MOVABLE FLOOR	\$ 77.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC	3 GAL TOP DROP AND LOCKING WALL MNT CABINET	FIXED WALL	NO	//	\$ -	\$ -	FIXED WALL	\$ -
ED	CONTAINER, SHARPS, 8 GAL, DOLLY	DWS-08	WIRE STEP ON DOLLY	MOBILE	NO	//	\$ -	\$ -	MOBILE	\$ -
ED	CONTAINER, SHARPS, 8 GAL	C-08-2004LR	BIOSYSTEMS	PART OF MAIN UNIT	NO	//	\$ -	\$ -	PART OF MAIN UNIT	\$ -
ED	TRAP TOP LID, 8 GAL	08-TT-2004	TRAP TOP LID	PART OF MAIN UNIT	NO	//	\$ -	\$ -	PART OF MAIN UNIT	\$ -
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03	BRADY ACRYLIC	FIXED WALL	NO	//	\$ 81.95	\$ 81.95	FIXED WALL	\$ 81.95
ED	RACK, CYLINDER, MOBILE	CR-DC06E	STACK & RACK	MOVABLE FLOOR	NO	//	\$ 127.00	\$ 127.00	MOVABLE FLOOR	\$ 254.00
ED	RECEPTACLE, WASTE, BIOHAZARD, 23 GAL	3U653/ FG614600RED	STEP ON RECEPTACLE 6146- RED	MOVABLE FLOOR	NO	//	\$ 237.75	\$ 237.75	MOVABLE FLOOR	\$ 237.75

ED	CART, FOOD, DELIVERY	N/A		EXISTING EQUIPMENT	MOVABLE FLOOR	NO	//	\$ -	MOVABLE FLOOR	\$ -
ED	COMMODE	MDS89668		DROP ARM STEEL COMMODE	MOVABLE FLOOR	NO	//	\$ 120.11	MOVABLE FLOOR	\$ 480.44
ED	COMMODE	MDS89664XW		DELUXE BARIATRIC	MOVABLE FLOOR	NO	//	\$ 121.00	MOVABLE FLOOR	\$ 484.00
ED	LIFT, PATIENT, MOBILE, LOWBASE	2000061		GOLVO 7007 LOWBASE	MOVABLE FLOOR	YES	120/1/1	\$ 8,332.00	MOVABLE FLOOR	\$ 8,332.00
ED	OTOSCOPE/OPHTHALMOSCOP E W/ WALL TRANSFO	77510/ 11710/ 25020		GS 777- 77510 WALL TRANSFORMER SET	MOUNT ON HEADWALL	YES	120/1/1	\$ 1,029.00	MOUNT ON HEADWALL	\$ 2,058.00
ED	STAND, ROLLING, FOR DIAGNOSTIC EQUIPMENT	ARS-RS042-024		ROLL STAND FOR WELCH ALLYN DIAGNOSTIC STATION	MOBILE	NO	//	\$ 575.85	MOBILE	\$ 1,151.70
ED	THERMOMETER, ELECTRONIC, ORAL PROBE	01692-200		SURETEMP PLUS 692	MOUNT ON HEADWALL	YES	//	\$ 483.00	MOUNT ON HEADWALL	\$ 966.00
ED	WHEELCHAIR, ADULT, WIDE, MANUAL	AL-70031BK-DF		20" CLASSIC 500 20" W X 18"D	MOVABLE FLOOR	NO	//	\$ 239.00	MOVABLE FLOOR	\$ 239.00
ED	SCANNER, DOCUMENTS, COUNTERTOP	TBD		TBD	MOVABLE TABLETOP	YES	120/1/1	\$ 1,000.00	MOVABLE TABLETOP	\$ 1,000.00
ED	WORKSTATION ON WHEELS, COMPUTER	N/A		LCD MEDICAL CART	MOVABLE FLOOR	YES	120/1/5	\$ 2,500.00	MOVABLE FLOOR	\$ 2,500.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533		ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$ 105.00	FIXED WALL	\$ 105.00
ED	CONTAINER, SHARPS, WALL MNT CABINET, 3 GAL	C-03RES-0203-OC		3 GAL TOP DROP AND LOCKING WALL MNT CABINET	FIXED WALL	NO	//	\$ -	FIXED WALL	\$ -
ED	DISPENSER, GLOVE, TRIPLE	41F369/ GD03		BRADY ACRYLIC	FIXED WALL	NO	//	\$ 81.95	FIXED WALL	\$ 81.95
ED	CART, IV, SUPPLY CART	MPH01WMLA10/JX GKA		6 DRAWER ALUMINUM CART- WATERLOO UXGKA	MOVABLE FLOOR	NO	//	\$ 1,600.00	MOVABLE FLOOR	\$ 1,600.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD		TBD	MOVABLE TABLETOP	YES	120/1/2	\$ 1,000.00	MOVABLE TABLETOP	\$ 5,000.00
ED	MONITOR, CENTRAL STATION, 24 PATIENT	866023		INTELLIVUE INFO CENTER IX	MOVABLE TABLETOP	YES	120/1/1	\$ 101,825.00	MOVABLE TABLETOP	\$ 101,825.00
ED	MONITOR, FLAT PANEL, 24" WIDESCREEN	S24A50BW		450 SERIES 24" LED DESKTOP MONITOR	MOVABLE TABLETOP	YES	120/1/2.14	\$ 320.00	MOVABLE TABLETOP	\$ 320.00
ED	PRINTER, 1	TBD		TBD	MOVABLE TABLETOP	YES	120/1/1	\$ 1,200.00	MOVABLE TABLETOP	\$ 1,200.00
ED	RECEPTACLE, WASTE, OFFICE, 28 QT	2543		FIRE RESISTANT WASTEBASKET	MOVABLE FLOOR	NO	//	\$ 55.00	MOVABLE FLOOR	\$ 110.00
ED	RECEPTACLE, WASTE, SMALL, 8 GAL, WHITE	3U646/ FG614300WHT		STEP ON RECEPTACLE 6143-WHITE	MOVABLE FLOOR	NO	//	\$ 135.05	MOVABLE FLOOR	\$ 135.05

ED	RECEPTACLE, WASTE, SMALL, 8 GAL, WHITE	3U646/FG614300WHT	STEP ON RECEPTACLE 6143-WHITE	MOVABLE FLOOR	NO	//	\$	135.05	MOVABLE FLOOR	\$	135.05
ED	RACK, CYLINDER, MOBILE	CR-DC06E	STACK & RACK	MOVABLE FLOOR	NO	//	\$	127.00	MOVABLE FLOOR	\$	127.00
ED	SHELVING	SPACESAVER FRAMEWRX	SPACESAVER FRAMEWORKS WITH BASKETS	FIXED FLOOR	NO	//	\$	23,068.17	FIXED FLOOR	\$	23,068.17
ED	PERMIT SERVICES FOR SHELVING	N/A	PERMIT SERVICES PACKAGE		NO	//	\$	3,750.00		\$	3,750.00
ED	CART, LINEN 60X30X69, COVERED BOTTOM SHELF	N/A	COMPLETE MOBILE CART, 4 TIER, W/BOTTOM SHELF COVER	MOVABLE FLOOR	NO	//	\$	400.50	MOVABLE FLOOR	\$	400.50
ED	LINEN CART COVER	CC306063	LINEN CART COVER	PART OF MAIN UNIT	NO	//	\$	175.50	PART OF MAIN UNIT	\$	175.50
ED	CART, UTILITY	MB-TB	STAINLESS STEEL CART	MOVABLE FLOOR	NO	//	\$	509.00	MOVABLE FLOOR	\$	2,036.00
ED	COMPUTER, PERSONAL, SINGLE MONITOR	TBD	TBD	MOVABLE TABLETOP	YES	120/1/2	\$	1,000.00	MOVABLE TABLETOP	\$	4,000.00
ED	CONTAINER, SHARPS, 8 GAL, DOLLY	DWS-08	WIRE STEP ON DOLLY	MOBILE	NO	//	\$	-	MOBILE	\$	-
ED	CONTAINER, SHARPS, 8 GAL	C-08-2004LR	BIOSYSTEMS	PART OF MAIN UNIT	NO	//	\$	-	PART OF MAIN UNIT	\$	-
ED	TRAP TOP LID, 8 GAL	08-TT-2004	TRAP TOP LID	PART OF MAIN UNIT	NO	//	\$	-	PART OF MAIN UNIT	\$	-
ED	HAMPER, WIRE, 15 BAG GALLON CAPACITY	682NB-BS	CUSTOM ORDER WITH 2 SHELVES, NO BAG	MOVABLE FLOOR	NO	//	\$	255.70	MOVABLE FLOOR	\$	1,022.80
ED	LIGHT, EXAM, MOBILE	D15-174-200	TRIANGO LED TR-7F	MOBILE	YES	120/1/1	\$	4,300.00	MOBILE	\$	17,200.00
ED	OTOSCOPE/OPHTHALMOSCOP E W/ WALL TRANSFO	77510/ 11710/ 25020	GS 777- 77510 WALL TRANSFORMER SET	MOUNT ON HEADWALL	YES	120/1/1	\$	1,029.00	MOUNT ON HEADWALL	\$	4,116.00
ED	PUMP, INFUSION, CONTROL UNIT	8015	ALARIS PC CONTROL UNIT	MOUNT ON STAND	YES	120/1/2	\$	3,545.00	MOUNT ON STAND	\$	14,180.00
ED	PUMP, INFUSION, SINGLE CHANNEL	8100	ALARIS PUMP MODULE	MOUNT ON STAND	NO	//	\$	3,000.00	MOUNT ON STAND	\$	12,000.00
ED	RECEPTACLE, WASTE, 23 GAL, WHITE	3U652/FG614600WHT	STEP ON RECEPTACLE 6146-WHITE	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	951.00
ED	RECEPTACLE, WASTE, BIOHAZARD, 23 GAL	3U653/FG614600RED	STEP ON RECEPTACLE 6146- RED	MOVABLE FLOOR	NO	//	\$	237.75	MOVABLE FLOOR	\$	951.00
ED	STOOL, DOCTOR, EXAM	272-001	RITTER 272 AIR LIFT VALUE SERIES	MOVABLE FLOOR	NO	//	\$	215.00	MOVABLE FLOOR	\$	860.00
ED	STAND, MAYO, FOOT OPERATED	P-1068-SS	FOOT OPERATED STAINLESS STEEL MAYO	MOVABLE FLOOR	NO	//	\$	747.00	MOVABLE FLOOR	\$	2,988.00

ED	STAND, ROLLING, FOR DIAGNOSTIC EQUIPMENT	ARS-RS042-024	ROLL STAND FOR WELCH ALLYN DIAGNOSTIC STATION	MOBILE	NO	//	\$	575.85	MOBILE	\$	2,303.40
ED	THERMOMETER, ELECTRONIC, ORAL PROBE	01692-200	SURETEMP PLUS 692	MOUNT ON HEADWALL	YES	//	\$	483.00	MOUNT ON HEADWALL	\$	1,932.00
ED	WORKSTATION ON WHEELS, COMPUTER	N/A	LCD MEDICAL CART	MOVABLE FLOOR	YES	120/1/5	\$	2,500.00	MOVABLE FLOOR	\$	10,000.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$	105.00	FIXED WALL	\$	105.00
ED	WORKSTATION ON WHEELS, COMPUTER	N/A	LCD MEDICAL CART	MOVABLE FLOOR	YES	120/1/5	\$	2,500.00	MOVABLE FLOOR	\$	7,500.00
ED	CART, LINEN 60X30X69, COVERED BOTTOM SHELF	N/A	COMPLETE MOBILE CART, 4 TIER, W/BOTTOM SHELF COVER	MOVABLE FLOOR	NO	//	\$	400.50	MOVABLE FLOOR	\$	400.50
ED	LINEN CART COVER	CC306063	LINEN CART COVER	PART OF MAIN UNIT	NO	//	\$	175.50	PART OF MAIN UNIT	\$	175.50
ED	CABINET, WARMING, DUAL COMPARTMENT, 24"	DJ060124331	AMSCO WARMING CABINET 24" DEEP	FIXED WALL	YES	120/1/14	\$	11,967.00	FIXED WALL	\$	11,967.00
ED	CLOCK, 12" STEEL, FLUSH MOUNT	U55BHAA533	ALL SYNC PLUS 24 HOUR ELECTRIC CLOCK	FIXED WALL	YES	120/1/0.28	\$	105.00	FIXED WALL	\$	105.00
ED	TUBE, PNEUMATIC, COMPUTERIZED SYSTEM	N/A	N/A		NO	//	\$	57,835.00		\$	57,835.00
ED	WORKSTATION ON WHEELS, COMPUTER	N/A	LCD MEDICAL CART	MOVABLE FLOOR	YES	120/1/5	\$	2,500.00	MOVABLE FLOOR	\$	7,500.00

\$ 903,863.53

\$ 1,944,337.09

ICU/DOU EXPANSION EQUIPMENT LIST

Description	Model	Rm Qty	ItemQty	Unit Cost	Item Subtotal	Total Config	Room Ext Total
Analyzer, Lab, Blood Gas / pH / Electrolyte / Metabolite / Oximetry	ABL800	1	1	\$ -	\$ -	\$ -	\$ -
Bed, Manual		1	1	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00	\$ 2,970.00
Bin, Return, Medication	3783 Lockable Return Drug Box	1	1	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
Bin, Shredding, Secure	Undercounter	1	2	\$ -	\$ -	\$ -	\$ -
Bin, Supply	Plans and quote not available	1	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00
Bin, Supply	Plans and quote not available	1	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Board, Activity/Therapy		1	1	\$ 336.89	\$ 336.89	\$ 336.89	\$ 336.89
Board, Activity/Therapy		11	1	\$ 336.89	\$ 336.89	\$ 336.89	\$ 3,705.79
Board, Bulletin/Marker Combo		1	1	\$ 155.00	\$ 155.00	\$ 155.00	\$ 155.00
Board, Patient Information		1	1	\$ 336.89	\$ 336.89	\$ 336.89	\$ 336.89
Board, Patient Information		11	1	\$ 336.89	\$ 336.89	\$ 336.89	\$ 3,705.79
Board, Patient Transfer Device	9-719 Standard Antistat White	1	1	\$ 246.00	\$ 246.00	\$ 246.00	\$ 246.00

Clock, Analog, Synchronized, Wireless		1	1	\$	100.00	\$	100.00	\$	100.00	\$	100.00
Clock, Analog, Synchronized, Wireless		1	1	\$	100.00	\$	100.00	\$	100.00	\$	100.00
Clock, Analog, Synchronized, Wireless		1	1	\$	100.00	\$	100.00	\$	100.00	\$	100.00
Clock, Analog, Synchronized, Wireless		1	1	\$	100.00	\$	100.00	\$	100.00	\$	100.00
Coffee Maker, Automatic, 1-2 Warmer	A10A Automatic	1	1	\$	-	\$	-	\$	-	\$	-
Coffee Maker, Automatic, 1-2 Warmer	A10A Automatic	1	1	\$	-	\$	-	\$	-	\$	-
Computer Workstation, Data Mgt, Pharmacy	PyxisConnect ScanStation Sys	1	1	\$	8,989.00	\$	8,989.00	\$	8,989.00	\$	8,989.00
Copier, Counter Top, Multifunction		1	1	\$	3,960.00	\$	3,960.00	\$	3,960.00	\$	3,960.00
Copier, Counter Top, Multifunction		1	1	\$	1,689.00	\$	1,689.00	\$	1,689.00	\$	1,689.00
Defibrillator, Monitor, w/Pacing	R-Series-ALS-w/Exp-Plg-&-Pacing-Heartstart MIRX Monitor/Defib w/pacing	1	1	\$	13,275.40	\$	13,275.40	\$	13,275.40	\$	13,275.40

	R Series ALS w/Exp- Pkg-&Pacing- Heartstart MRX Monitor/Defib w/pacing	1		1	\$ 13,275.40	\$ 13,275.40	\$ 13,275.40	\$ 13,275.40	\$ 13,275.40	\$ 13,275.40
Defibrillator, Monitor, w/Pacing										
Dispenser, Cleaning Solution	Twist n Fill	2		2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	2		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 131.00
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Glove, Triple Box	GP-015 Clear PETG Plastic	1		1	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50	\$ 65.50
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	2		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1		1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1	1	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1	2	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1	1	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	11	1	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1	1	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Hand Sanitizer, Wall Mount	Purell TFX Touch Free (2720-12)	1	1	\$	-	\$	-	\$	-	\$	-	\$	-
Dispenser, Medication, Auxiliary	AcuDose Rx Large (8 drwr)	1	1	\$	27,769.00	\$	27,769.00	\$	27,769.00	\$	27,769.00	\$	27,769.00
Dispenser, Supply, Auxiliary	AcuDose Rx Supply Tower	1	1	\$	9,311.00	\$	9,311.00	\$	9,311.00	\$	9,311.00	\$	9,311.00
Disposal, Biohazard carrier, 5 gal		1	1	\$	-	\$	-	\$	-	\$	-	\$	-

Flowmeter, Oxygen		1	3	\$ 24.13	\$ 72.39	\$ 72.39	\$ 72.39	\$ 72.39
Flowmeter, Oxygen		1	4	\$ 24.13	\$ 96.52	\$ 96.52	\$ 96.52	\$ 96.52
Flowmeter, Oxygen		11	4	\$ 24.13	\$ 96.52	\$ 96.52	\$ 96.52	\$ 96.52
Hamper, Linen	Chrome Hamper stand	1	1	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
Hamper, Linen	Chrome Hamper stand	1	1	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
Hamper, Linen	Chrome Hamper stand	11	1	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
Hamper, Linen	Chrome Hamper stand	1	1	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00
Headwall, Modular Panel System	Elements In-Wall Double Sided (105 x 96)	1	1	\$ 13,898.00	\$ 13,898.00	\$ 13,898.00	\$ 13,898.00	\$ 13,898.00
Headwall, Modular Panel System	Elements In-Wall Double Sided (105 x 96)	11	1	\$ 13,898.00	\$ 13,898.00	\$ 13,898.00	\$ 13,898.00	\$ 152,878.00
Hypo-Hyperthermia Unit, General	Medi-Therm II (MTA5942)	1	1	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Ice Machine, Dispenser, Nugget, Countertop	Symphony 12CI400A-L	1	1	\$ 2,842.00	\$ 2,842.00	\$ 2,842.00	\$ 2,842.00	\$ 2,842.00
Laryngoscope Set, Video	GlideScope GVL w/ Mobile Stand	1	1	\$ 12,416.00	\$ 12,416.00	\$ 12,416.00	\$ 12,416.00	\$ 12,416.00
Lift, Patient, Ceiling, 1-Bed	Likorall 242 with X-Y (Traverse) Rail	1	1	\$ 7,978.00	\$ 7,978.00	\$ 7,978.00	\$ 7,978.00	\$ 7,978.00
Lift, Patient, Ceiling, 1-Bed	Likorall 242 with X-Y (Traverse) Rail	11	1	\$ 7,978.00	\$ 7,978.00	\$ 7,978.00	\$ 7,978.00	\$ 87,758.00

Lift, Patient, Hydraulic/Manual	1	1	\$ 2,267.00	\$ 2,267.00	\$ 2,267.00	\$ 2,267.00	\$ 2,267.00
Light, Exam/Procedure, Single, Mobile, Gooseneck Arm	1	1	\$ 295.00	\$ 295.00	\$ 295.00	\$ 295.00	\$ 295.00
Locker, Purse	1	96	\$ 588.15	\$ 4,117.05	\$ 4,117.05	\$ 4,117.05	\$ 4,117.05
Monitor, Blood Glucose	1	4	\$ -	\$ -	\$ -	\$ -	\$ -
Monitor, Central Station, 12 Patient	1	2	\$ 75,000.00	\$150,000.00	\$ 150,000.00	\$150,000.00	\$150,000.00
Monitor, Computer, LCD, 20 - 24 inch	1	2	\$ 679.00	\$ 1,358.00	\$ 1,358.00	\$ 1,358.00	\$ 1,358.00
Monitor, Physiologic, Bedside	1	1	\$ 11,770.00	\$ 11,770.00	\$ 11,770.00	\$ 11,770.00	\$ 11,770.00
Monitor, Physiologic, Bedside	11	1	\$ 11,770.00	\$ 11,770.00	\$ 11,770.00	\$ 11,770.00	\$129,470.00
Monitor, Physiologic, CO2, End Tidal / Pulse Oximetry	1	1	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00
Monitor, Physiologic, Hemodynamic, Non-Invasive, Bio-Impedance	1	1	\$ 34,999.00	\$ 34,999.00	\$ 34,999.00	\$ 34,999.00	\$ 34,999.00
Monitor, Physiologic, Transport	1	1	\$ 10,834.00	\$ 10,834.00	\$ 10,834.00	\$ 10,834.00	\$ 10,834.00
Nurse Call, Interface, Bed	1	1	\$ -	\$ -	\$ -	\$ -	\$ -
Nurse Call, Interface, Bed	11	1	\$ -	\$ -	\$ -	\$ -	\$ -

Oto/Ophthalmoscope Set, Wall Mount	Green Series 777 [77710/11820/25020]	1	1	\$ 1,097.00	\$ 1,097.00	\$ 1,097.00	\$ 1,097.00	\$ 1,097.00
Oto/Ophthalmoscope Set, Wall Mount	Green Series 777 [77710/11820/25020]	11	1	\$ 1,097.00	\$ 1,097.00	\$ 1,097.00	\$ 12,067.00	
Oven, Microwave, Countertop	NE-1054T	1	1	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	
Oven, Microwave, Countertop		1	1	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	
Pacemaker, External	Dual-Chamber - Model 5388	1	2	\$ 5,900.00	\$ 11,800.00	\$ 11,800.00	\$ 11,800.00	
Printer, Laser	TBD	1	1	\$ 600.00	\$ 600.00	\$ 600.00	\$ 600.00	
Pump, Infusion, Controller, Modular	Alaris PC Unit (8015)	1	1	\$ 2,595.00	\$ 2,595.00	\$ 2,595.00	\$ 2,595.00	
Pump, Infusion, Controller, Modular	Alaris PC Unit (8015)	11	1	\$ 2,595.00	\$ 2,595.00	\$ 2,595.00	\$ 28,545.00	
Pump, Infusion, Controller, Modular	Alaris PC Unit (8015)	1	2	\$ 2,595.00	\$ 5,190.00	\$ 5,190.00	\$ 5,190.00	
Pump, Infusion, Syringe	Alaris Syringe Module (8110)	11	2	\$ 1,595.00	\$ 3,190.00	\$ 3,190.00	\$ 17,545.00	
Rack, Apron, Wall Mount	60073 Single Apron	1	1	\$ 79.00	\$ 79.00	\$ 79.00	\$ 79.00	
Rack, Cylinder, Floor	CR-DR06E (C,D,E; 6 Cap)	1	1	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	
Rack, Cylinder, Floor	CR-DR06E (C,D,E; 6 Cap)	1	1	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	
Refrigerator, Domestic with Freezer	Kenmore 21 cu. ft. White (46-62152)	1	1	\$ 879.00	\$ 879.00	\$ 879.00	\$ 879.00	

Refrigerator, Domestic with Freezer	Kenmore 21 cu.ft. White (46-62152)	1	1	\$ 879.00	\$ 879.00	\$ 879.00	\$ 879.00	\$ 879.00	\$ 879.00
Regulator, Suction, Intermittent/Continuous	3804-Platinum Series GT881VR300CHD	1	4	\$ 262.72	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88
Regulator, Suction, Intermittent/Continuous	3804-Platinum Series GT881VR300CHD	11	4	\$ 262.72	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88	\$ 1,050.88
Seismic Anchor, Medication/Supply Dispenser	122591-01 (For MedStation Console)	1	1	\$ 1,531.00	\$ 1,531.00	\$ 1,531.00	\$ 1,531.00	\$ 1,531.00	\$ 1,531.00
Shelf, Wall Mount	2EUL1	2	1	\$ 56.21	\$ 56.21	\$ 56.21	\$ 56.21	\$ 56.21	\$ 112.42
Shelving, Bins, Wall	Plans and quote not available	1	8	\$ 138.00	\$ 1,104.00	\$ 1,104.00	\$ 1,104.00	\$ 1,104.00	\$ 1,104.00
Shelving, Bins, Wall	Plans and quote not available	1	1	\$ 138.00	\$ 138.00	\$ 138.00	\$ 138.00	\$ 138.00	\$ 138.00
Shelving, Wire, Chrome, 24	Super Erecta Starter	1	1	\$ 454.00	\$ 454.00	\$ 454.00	\$ 454.00	\$ 454.00	\$ 454.00
Stretcher, Procedure / Recovery	Prime with Fifth Wheel 1105 (30' Litter)	1	1	\$ 4,903.00	\$ 4,903.00	\$ 4,903.00	\$ 4,903.00	\$ 4,903.00	\$ 4,903.00

Table, Overbed, General	OT-S-TXXN-GU (Thermofoil, U-Base)	1	1	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80
Table, Overbed, General	OT-S-TXXN-GU (Thermofoil, U-Base)	11	1	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80	\$ 340.80	\$ 3,748.80
Television, 25-27 in., with DVD 22" LCD	27HLV95-J22H820	1	1	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00
Television, 25-27 in., with DVD 22" LCD	27HLV95-J22H820	11	1	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 4,741.00
Television, 25-27 in., with DVD 22" LCD	27HLV95-J22H820	1	1	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00
Television, 25-27 in., with DVD 22" LCD	27HLV95-J22H820	1	1	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00	\$ 431.00
Television, 36-42 in., Flat Panel	42LN5400 SKU 7608104	1	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Thermometer, Digital, Wall Mount	SureTemp Plus 692 (Oral)	1	1	\$ 227.00	\$ 227.00	\$ 227.00	\$ 227.00	\$ 227.00	\$ 227.00
Thermometer, Digital, Wall Mount	SureTemp Plus 692 (Oral)	11	1	\$ 227.00	\$ 227.00	\$ 227.00	\$ 227.00	\$ 227.00	\$ 2,497.00
Toaster, Commercial	WCT810 (Combination Slot)	1	1	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90
Toaster, Commercial	WCT810 (Combination Slot)	1	1	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90	\$ 468.90
Vacuum, Upright		2	1	\$ 238.87	\$ 238.87	\$ 238.87	\$ 238.87	\$ 238.87	\$ 477.74

Warmer, Fluid/ Blood, Portable	Gaymar Medi-Temp III	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Waste Can, 32-36 Gallon	2632 BRUTE Gray w/2631 Lid & 2640 Dolly	2	1	\$ 33.48	\$ 33.48	\$ 33.48	\$ 33.48	\$ 66.96
Waste Can, Bio-Hazardous	6144 Red (12 gal)	1	1	\$ 70.10	\$ 70.10	\$ 70.10	\$ 70.10	\$ 70.10
Waste Can, Bio-Hazardous	6145 Red (18 gal)	1	1	\$ 85.60	\$ 85.60	\$ 85.60	\$ 85.60	\$ 85.60
Waste Can, Bio-Hazardous, Roll-Out	9W19 BRUTE Medical Waste (65 gal, Red)	1	1	\$ 250.88	\$ 250.88	\$ 250.88	\$ 250.88	\$ 250.88
Waste Can, Open Top	2543 Fire Resistant Gray (28 qt.)	1	4	\$ 22.31	\$ 89.24	\$ 89.24	\$ 89.24	\$ 89.24
Waste Can, Open Top	2544 Fire Resistant Beige (40 qt)	1	1	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90
Waste Can, Open Top		1	4	\$ 36.90	\$ 140.00	\$ 140.00	\$ 140.00	\$ 147.60
Waste Can, Open Top		1	1	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90
Waste Can, Open Top		1	1	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90	\$ 36.90
Waste Can, Step-On	6146 White (23 gal)	1	1	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04
Waste Can, Step-On	6146 White (23 gal)	1	1	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04
Waste Can, Step-On	6145 White (18 gal)	1	1	\$ 79.80	\$ 79.80	\$ 79.80	\$ 79.80	\$ 79.80
Waste Can, Step-On	6146 White (23 gal)	1	1	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04
Waste Can, Step-On	6146 White (23 gal)	1	1	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04
Waste Can, Step-On	6146 White (23 gal)	1	1	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04	\$ 99.04

Exhibit A
Designated Trauma Centers
General Statement of Work

1. SCOPE OF WORK

1.1. Contractor shall furnish Trauma Center Services to patients in need thereof who are delivered, or present themselves, to Contractor. In the provision of such services, Contractor shall comply at all times during the term of this Agreement with the staffing criteria and other requirements of this Exhibit A and Exhibits A.1 - A.4, as applicable.

1.2. Except as may otherwise expressly be provided hereunder, Contractor shall furnish all personnel, supplies, equipment, space, furniture, insurance, utilities, and telephone necessary for performance of Contractor's responsibilities set forth in this Agreement. This Sub-paragraph shall not preclude or limit Contractor from seeking reimbursement, contributions, tuition, or other payments from the public or from non-County provider agencies for services provided by Contractor hereunder where entitlement thereto is permitted by law or by separate contract.

1.3. Number of Patients to be Treated

While the parties contemplate that persons suffering major trauma at locations near Contractor will normally be delivered to Contractor for care, the parties recognize that County can make no guarantee in this regard and further that County is unable to assure that any minimum number of trauma patients will be delivered to Contractor during the term of this Agreement.

1.4. Contractor shall comply and be reimbursed for Trauma Center services in accordance with Exhibit B.

2. SPECIFIC RESPONSIBILITIES OF CONTRACTOR:

In addition to the specific responsibilities set forth elsewhere in this Agreement, Exhibits A.1-A.4 and other Exhibits or Attachments to this Agreement, as applicable, Contractor shall be responsible for the following:

2.1. Project Manager

2.1.1. Contractor shall provide a full-time Project Manager or designated alternate.

2.1.2. Project Manager shall act as a central point of contact with the County.

2.1.3. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

2.2. Personnel

Contractor shall assign a sufficient number of employees to perform the required work.

2.3. Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.0, Administration of Agreement – Contractor, Sub-paragraph 7.4, Contractor's Staff Identification, of the Agreement.

2.4. Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

2.5. Training

2.5.1. Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

2.5.2. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked as per the respective manufacturer's guidelines for safety. All employees must wear safety and protective gear according to OSHA standards.

2.6. Standards of Care

2.6.1. Contractor shall provide for supervision and monitoring of care rendered under the terms of this Agreement in accordance with the recognized standards thereof through regular review of patient medical records by Contractor's appropriately designated medical staff committee(s) at hospital. In addition, Contractor shall provide for specific quality improvement activities as described in, Sub-paragraph 2.17 - Quality Improvement of this Exhibit A.

2.6.2. Contractor shall:

- maintain Contractor's accreditation by The Joint Commission (TJC) and be in conformance at hospital with the standards of the TJC which apply to the provision of emergency medical services.
- not subject trauma patients to avoidable delay in receiving necessary medical care at Contractor pending financial arrangements.

2.7. Base Hospital Status

Contractor shall maintain designation as a base hospital, furnish base hospital services, and meet all requirements set forth in Contractor's Paramedic Base Hospital Services Agreement No. H-705644 with County. The foregoing base hospital requirement shall not apply to Children's Hospital Los Angeles.

2.8. American College of Surgeons Verification

2.8.1. Contractor shall have a valid Certificate of Verification from the American College of Surgeons (ACS).

2.8.2. Contractor shall cooperate with County and ACS for periodic reviews, at a minimum every three (3) years, to ensure reverification.

2.9. Contractor shall ensure ReddiNet System is accessible to Contractor's Emergency Department staff.

2.10. Contractor shall have a Helipad with a permit issued by the State of California, Department of Transportation, Division of Aeronautics.

2.11. Contractor shall include only those patients that meet inclusion in the data collection system based on Exhibit K - Patient Inclusion in the Trauma Center Data System.

2.12. Contractor shall comply with all Contractor responsibilities for the Trauma Center data collection system in Exhibit L - Trauma Center Data Collection System.

2.13. Trauma Center Fees (Subject to Change/Update)

2.13.1. By payment as set forth in this Sub-paragraph, Contractor agrees to offset a portion of the cost of the data collection effort, the data

management system, and a portion of the County's administrative costs for trauma system and base hospital operation. The annual Trauma Center/Base Hospital fee for Fiscal Years 2008-09, 2009-10, and 2010-11 shall be Fifty-One Thousand Two Hundred Twenty-Seven Dollars (\$51,227), Fifty-One Thousand Seven Hundred Eighty-Two Dollars (\$51,782), and Eighty-Three Thousand Eight Hundred Eighty Dollars (\$83,880) respectively; Fiscal Years 2012-13 and 2013-14 Shall be Eight-Six Thousand Five Hundred Seventy-Seven Dollars (\$86,577) and Eighty-Eight Thousand Eight Hundred Thirty-One Dollars (\$88,831), and each year thereafter, for each Contractor and is due on or before August 31st of the fiscal year. Since the base hospital requirement does not apply to Children's Hospital Los Angeles, as noted above in Sub-paragraph 2.7 of this Exhibit A, the annual Trauma Center Fee for Children's Hospital Los Angeles for Fiscal Year 2008-09, 2009-10, and 2010-11 shall be Thirty-Nine Thousand Six Hundred Seventy Dollars (\$39,670), Forty-One Thousand Twenty-Eight Dollars (\$41,028), and Seventy-One Thousand Nine Hundred Twenty-Two Dollars (\$71,922) respectively; Fiscal Year 2012-13 and 2013-14 shall be Seventy-one Thousand five Hundred Twenty Dollars (\$71,520), and Seventy-Three Thousand Three Hundred Eighty-Two Dollars (\$73,382), and each year thereafter, and is due on or before August 31st of the fiscal year.

- 2.13.2. If this Agreement is revoked, cancelled, or otherwise terminated on a date other than June 30th, the amount reflected herein above for such term shall be prorated, and a reduced amount, based upon the actual number of days of such term that the Agreement is in effect, shall be due County hereunder. If the greater sum has already been paid by Contractor, County shall refund the difference between that payment and the prorated amount.
- 2.13.3. If this Agreement is revoked, cancelled, or terminated because of Contractor's failure to maintain the trauma system criteria as described in applicable Exhibits A.1 - A.4, as applicable, or failure to maintain an acceptable level of trauma care as determined by community standards, Contractor shall not be eligible for any such refund.
- 2.13.4. In any event, County shall refund to Contractor its prorated share of remaining funds contributed by designated County Trauma Centers to the data collection system, if the total cost of such programs, as determined by the County's Auditor Controller and Director in

accordance with standard auditing and accounting practices, is found to be less than the total amount contributed by designated Trauma Centers.

2.14. Trauma Team

2.14.1. Contractor shall designate trauma teams, whose members shall include the general surgeon, and other team members as set forth in Exhibits A.1-A.4, as appropriate, to respond to all trauma codes called either from the field or from the hospital. Upon activation of the trauma code, appropriate team members shall be available as defined in regulations and shall assemble in the trauma resuscitation area.

2.14.2. It is understood and agreed that medical care furnished to patients pursuant to this Agreement shall be provided by physicians duly licensed to practice medicine in the State of California, and the agreement by Contractor to arrange for the furnishing of such treatment at hospital is not to be construed as Contractor entering into the practice of medicine. This provision shall not limit the right of practitioners or nursing personnel affiliated with or employed by Contractor at hospital to render any and all services within the scope of their professional licensure or certification, as permitted by Contractor's rules, regulations, and policies with respect thereto.

2.15. Interpreters

If Contractor is located in an area where communication problems may exist because of a high concentration of non-English-speaking residents, Contractor shall provide interpreters in accordance with the requirements for such services established under Section 70721, Title 22 of the California Code of Regulations.

2.16. Patient Transfers

2.16.1. Patients to whom service is being provided hereunder may be transferred between and from trauma centers to other medical facilities, including County-operated facilities, in compliance with TJC standards, Title 22 of the California Code of Regulations, Emergency Medical Treatment and Active Labor Act (EMTALA), and other laws and protocols governing such transfers.

- 2.16.2. Contractor shall continue to provide services hereunder until a patient is transferred.
- 2.16.3. To the extent that it is not contrary to, or inconsistent with, any Federal or State law, regulation or policy, the County shall take the necessary steps to ensure that preference is given to Contractor seeking to effectuate a medically prudent transfer of a patient to a County-owned facility.
- 2.16.4. Contractor or other responsible party shall be financially liable for transportation of patients for whom services are rendered hereunder and who are being transferred from Contractor to any other facility. Nothing herein shall prevent Contractor from billing the patient or other financially responsible party for such services.

2.17. **Quality Improvement Process**

Contractor shall have a quality improvement process to include structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process. In addition the process shall include:

- 2.17.1. a method of monitoring to ensure that Agreement requirements are being met;
- 2.17.2. a detailed audit of all trauma related deaths, major complications, and transfers (including interfacility transfers). Contractor shall abide by the following requirements concerning case audit:
 - Audit attendances must be documented by signature and rosters retained by Contractor.
 - Audit minutes must be recorded and retained by Contractor.
 - All such records shall be available to designees duly authorized by Director during the term of this Agreement and for a period of seven (7) years thereafter upon request of Director.
 - Contractor shall further advise Director, upon request, what corrective action was taken on specific cases;
- 2.17.3. a monthly meeting of a multidisciplinary trauma peer review committee that includes all members of the trauma team to critique selected trauma cases;

- 2.17.4. participation in the trauma system data management system;
- 2.17.5. participation in the local EMS agency trauma quality improvement committee as outlined in the Prehospital Care Policy Manual Reference No. 615, Trauma Quality Improvement Subcommittee-Trauma Hospital Advisory Committee (THAC-QI) and Reference No. 616 Trauma Hospital Regional Quality Improvement Program;
- 2.17.6. written system in place for patients, parents of minor children who are patients, legal guardians(s) of children who are patients, and/or primary caretaker(s) of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child;
- 2.17.7. following of applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality; and
- 2.17.8. a record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

Director may from time to time review Contractor's policies and procedures regarding quality improvement as they pertain to care rendered under this Agreement. In addition, Director may request Contractor to verify that internal follow-up is occurring by Contractor on a particular case under review by the Department. Contractor shall respond in writing within fifteen (15) days of Director's written request.

2.18. Trauma Center Signs

Contractor may, at its own expense, identify itself as a Trauma Center by placing signs to that effect on Contractor's grounds. Such signs shall exclude any reference to the level of its County designation and shall otherwise conform to local government regulations.

3. WAIVERS

Director may waive trauma center criteria contained in this Exhibit A and Exhibits A.1 - A.4, as applicable, when it is determined that the conditions necessitating the waiver request will be in effect less than seventy-two (72) hours for any one occurrence and that procedures exist to ensure that patient care is not jeopardized. Waivers may, upon discretion of Director, include but not be limited to, the following instances:

- 3.1. Temporary inability of Contractor to meet staffing requirements with regard to trauma team or any in-house or on-call or second call physicians whose absence, as determined by Director, would not jeopardize the welfare of trauma patients.
- 3.2. Temporary loss of function or restricted capacity of any of the special facilities, resources or capabilities of Contractor, if such loss or restriction would not jeopardize the welfare of trauma patients. County recognizes that routine servicing and subsequent temporary inoperability ("down time") of the Computerized Tomography (CT) scanner does not require invocation of a waiver.

Contractor shall direct its waiver request to Director's office. If a waiver is given, Contractor shall re-contact Director as soon as the temporary staffing or the equipment deficiency for which the waiver was given has been resolved. If a deficiency has not been corrected within the time deemed appropriate by Director, Director may temporarily suspend Contractor's designation as a Trauma Center. In this event, Contractor shall notify surrounding base hospitals and Trauma Centers, and paramedic provider agencies serving Contractor's area that it is on temporary bypass status. When the deficiency necessitating bypass status has been corrected, Director may lift the suspension, and Contractor shall immediately notify such surrounding hospitals.

4. MONITORING

- 4.1. Contractor extends to Director the right to review and monitor Contractor's trauma program policies and procedures pertinent to this Agreement and to inspect Contractor's facility and records for contractual compliance with State and local EMS Agency policies and regulations.
- 4.2. Inspection by County staff shall be conducted during County's normal business hours and only after giving Contractors at least three (3) working days prior written notice thereof. In computing the three working days, a Saturday, Sunday, or legal holiday shall not be included. Said notice need not be given in cases where Director determines that the health and welfare of trauma system patients would be jeopardized by waiting three (3) days. Nothing herein shall preclude County staff authorized by Director from making unannounced visits to determine compliance with criteria contained in this Exhibit A and Exhibits A.1-A.4, as applicable.

5. SPECIFIC RESPONSIBILITIES OF COUNTY

5.1. Personnel

The County will administer the Agreement according to the Agreement, Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

- 5.1.1. Monitoring the Contractor's performance in the daily operation of this Agreement.
- 5.1.2. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 5.1.3. Preparing Amendments in accordance with Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments of the Agreement.
- 5.2. The Department shall develop and monitor compliance with triage protocols and procedures for County's trauma system.
- 5.3. The Department shall be responsible for the development and ongoing evaluation and Performance Improvement of the trauma system.
- 5.4. The Department shall be responsible for periodic evaluations of Contractor, which shall be conducted at least every three (3) years in conjunction with the ACS review. The evaluation shall be based, in part, on requirements described in Exhibits A.1-A.4, as applicable. Results of the trauma evaluation shall be made available to individual participants.
- 5.5. The Department shall implement policies and procedures for quality improvement in order to monitor the appropriateness and quality of care rendered to trauma patients in Los Angeles County as described Sub-paragraph 2.17 of this Exhibit A.
- 5.6. The Department shall be responsible for maintaining a source of reimbursement described in Exhibit B.
- 5.7. One or more individuals within the Department shall be designated by Director to liaise with all Los Angeles County designated Trauma Centers with respect to matters affecting County's advanced trauma system.
- 5.8. The Department shall be responsible for ensuring that Trauma Centers and other hospitals that treat trauma patients participate in the data and quality improvement process.

- 5.9. The Department shall be responsible for ensuring that patient inclusion in the data collection system is based on Exhibit K- Patient Inclusion in the Trauma Center Data System.
- 5.10. The Department shall comply with all Department responsibilities for the Trauma Center data collection system in Exhibit L- Trauma Center Data Collection System.
- 5.11. The Department, after consultation with and advice from the Trauma Hospital Advisory Data Subcommittee shall maintain a comprehensive Trauma Center data collection system.

6. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.18, County's Quality Assurance Plan of the Agreement.

6.1. Contractor Discrepancy Report (*Attachment A-1*)

6.1.1. Verbal notification of an Agreement discrepancy will be made to the Contractor Project Manager as soon as possible whenever a discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

6.1.2. The County Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days with a plan for correction of all deficiencies identified in the Contractor Discrepancy Report.

6.2. County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

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CONTRACTOR DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

Exhibit A.1

INTENTIONALLY OMITTED

Exhibit A.2 Level II Trauma Center Requirements

1. DEFINITIONS

1.1. Abbreviated Injury Scale

"Abbreviated Injury Scale" or "AIS" is an anatomic severity scoring system. For the purposes of data sharing, the standard to be followed is AIS 90. For the purposes of volume performance measurement auditing, the standard to be followed is AIS 90, using AIS code derived or computer derived scoring.

1.2. Dedicated

1.2.1. For on-call physicians, "Dedicated", means taking call at only one facility during the same time frame.

1.2.2. For in-house physicians, "Dedicated", means that their main responsibility is trauma.

1.3. Emergency Department Approved for Pediatrics

"Emergency Department Approved for Pediatrics (EDAP)" means a licensed basic emergency department that has been confirmed by the Department of Health Services (DHS), and the American Academy of Pediatrics Chapter II, and the Los Angeles Pediatric Society as meeting specific service criteria to provide optimal emergency pediatric care.

1.4. General Surgeon

"General Surgeon" for the purposes of this trauma system, is a surgeon, credentialed by the facility and experienced in cardiovascular and organ repair.

1.5. In-house

"In-house" means being within the actual confines of the Trauma Center.

1.6. Injury Severity Score

"Injury Severity Score" or "ISS" means the sum of the square of the Abbreviated Injury Scale ("AIS") score of the three most severely injured body regions.

1.7. Immediately Available

"Immediately available" means unencumbered by conflicting duties or responsibilities; responding without delay when notified; and being physically available to the specified area of the Trauma Center when the patient is delivered in accordance with local EMS Agency's policies and procedures.

1.8. **On-Call**

"On-call" means agreeing to be available, according to a predetermined schedule, to respond to the Trauma Center in order to provide a defined service.

1.9. **Promptly Available**

"Promptly available" means:

- 1.9.1. responding without delay when notified and requested to respond to the hospital;
- 1.9.2. being physically available to the specified area of the Trauma Center (trauma receiving area, emergency department, operating room, or other specified area of the trauma center) within a period of time that is medically prudent and in accordance with local EMS agency policies and procedures; and
- 1.9.3. the interval between the delivery of the patient at the Trauma Center and the arrival of the respondent should not have a measurable harmful effect on the course of the patient's management or outcome.

When the term "promptly available" is used it is presumptively met if upon notification and request to respond to the hospital the physician is in-house within thirty (30) minutes of the request. Responses in excess of thirty (30) minutes will be reviewed on a case by case basis to determine whether the response was medically prudent and proportionate to the patient's clinical condition and whether the failure to respond within thirty (30) minutes had a measurable harmful effect on the course of the patient's management or outcome.

1.10. **Qualified Specialist**

"Qualified specialist" or "qualified surgical specialist" or "qualified non-surgical specialist" means:

- 1.10.1. A physician licensed in California who is board certified in a specialty by the American Board of Medical Specialties, the Advisory Board for Osteopathic Specialties, a Canadian Board or other appropriate foreign specialty board as determined by the American Board of Medical Specialties for that specialty.
- 1.10.2. A non-board certified physician may be recognized as a "qualified specialist" by the local EMS agency upon substantiation of need by a trauma center if:
 - The physician can demonstrate to the appropriate hospital body and the hospital is able to document that he/she has met requirements which are equivalent to those of the Accreditation

Council for Graduate Medical Education ("ACGME") or the Royal College of Physicians and Surgeons of Canada;

- the physician can clearly demonstrate to the appropriate hospital body that he/she has substantial education, training, and experience in treating and managing trauma patients which shall be tracked by the trauma quality improvement program; and
- the physician has successfully completed a residency program.

1.11. Residency Program

"Residency program" means a residency program of the trauma center or a residency program formally affiliated with a trauma center where senior residents can participate in educational rotations, which has been approved by the appropriate Residency Review Committee of the Accreditation Council on Graduate Medical Education.

1.12. Senior Resident

"Senior resident" or "senior level resident" means a physician, licensed in the State of California, who has completed at least three (3) years of the residency or is in their last year of residency training and has the capability of initiating treatment and who is in training as a member of a residency program at the designated Trauma Center. Residents in general surgery shall have completed three (3) years of residency in order to be considered a senior resident.

1.13. Trauma Center

"Trauma Center" or "designated Trauma Center" means a licensed general acute care hospital, accredited by the Joint Commission of Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV Trauma Center and/or Level I or II Pediatric Trauma Center by the local EMS agency and the Los Angeles County Board of Supervisors in accordance with Title 22.

1.14. Trauma Resuscitation Area

"Trauma resuscitation area" means a designated area within a trauma center where trauma patients are evaluated upon arrival.

1.15. Trauma Service

A "trauma service" is a clinical service established by the organized medical staff of a trauma center that has oversight and responsibility of the care of the trauma patient. It includes, but is not limited to, direct patient care services, administration, and as needed, support functions to provide medical care to injured patients.

1.16. Trauma Team

"Trauma team" means the multi-disciplinary group of personnel who have been designated to collectively render care for trauma patients at a

designated Trauma Center. The trauma team consists of physicians, nurses, and allied health personnel. The composition of the trauma team may vary in relationship to trauma center designation level and the patient's severity of injury, but must include the trauma surgeon.

2. GENERAL REQUIREMENTS

Contractor shall:

- 2.1. Be a licensed hospital which has been designated as a Level II Trauma Center by the EMS Agency.
- 2.2. Have appropriate pediatric equipment and supplies and the capability of initial evaluation and treatment of pediatric trauma patients.
- 2.3. Establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care when the Trauma Center is without a pediatric intensive care unit.
- 2.4. Staff a trauma program medical director who is a board certified surgeon whose responsibilities include, but are not limited to, factors that affect all aspects of trauma care such as:
 - 2.4.1. recommending trauma team physician privileges;
 - 2.4.2. working with nursing and administration to support the needs of trauma patients;
 - 2.4.3. developing trauma treatment protocols;
 - 2.4.4. determining appropriate equipment and supplies for trauma care;
 - 2.4.5. ensuring the development of policies and procedures to manage domestic violence, elder and child abuse and neglect;
 - 2.4.6. having authority and accountability for the quality improvement peer review process;
 - 2.4.7. correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet standards;
 - 2.4.8. coordinating pediatric trauma care with other hospital and professional services;
 - 2.4.9. coordinating with local and State EMS agencies;
 - 2.4.10. assisting in the coordination of the budgetary process for the trauma program; and
 - 2.4.11. identifying representatives from neurosurgery, orthopaedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who are qualified to be members of the trauma program.
- 2.5. Staff a trauma nurse coordinator/manager who is a registered nurse with qualifications including evidence of educational preparation and clinical experience in the care of the adult and/or pediatric trauma patient, knowledge

- of Trauma Center operations and local EMS Agency policies and regulations, administration ability, and responsibilities that include but are not limited to:
- 2.5.1. organizing services and systems necessary for the multi-disciplinary approach to the care of the injured patient;
 - 2.5.2. coordinating day-to-day clinical process and performance improvement as it pertains to nursing and ancillary personnel;
 - 2.5.3. collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program; and
 - 2.5.4. ensuring compliance with policies, procedures, and protocols established by the EMS Agency.
- 2.6. Have a trauma service or multi-disciplinary trauma committee included in their organization which can provide for the implementation of the requirements specified in this Agreement and provide for coordination with the local EMS Agency.
 - 2.7. Designate a trauma team, which is a multi-disciplinary team responsible for the initial resuscitation and management of the trauma patient.
 - 2.8. Have department(s), division(s), service(s) or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists:
 - 2.8.1. General Surgery
 - 2.8.2. Neurologic
 - 2.8.3. Obstetric/Gynecologic
 - 2.8.4. Ophthalmologic
 - 2.8.5. Oral or Maxillofacial or Head/Neck
 - 2.8.6. Orthopaedic
 - 2.8.7. Plastic
 - 2.8.8. Urologic
 - 2.9. Have department(s), division(s), service(s) or section(s) that include at least the following non-surgical specialties, which are staffed by qualified specialists:
 - 2.9.1. Anesthesiology
 - 2.9.2. Emergency Medicine
 - 2.9.3. Internal Medicine
 - 2.9.4. Pathology
 - 2.9.5. Psychiatry
 - 2.9.6. Radiology

- 2.10. Have commitment by the hospital and its medical staff to treat and care for any patient presenting.

3. PROFESSIONAL STAFF REQUIREMENTS

3.1. SURGICAL

Qualified surgical specialist(s) or specialty availability, which shall be available as follows:

3.1.1. Immediately Available

General surgery: A general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be in-house, immediately available, and dedicated to the facility for trauma patients twenty-four (24) hours per day. A general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be promptly available for consultation.

Requirement may be fulfilled by a supervised senior resident as defined in Sub-paragraph 1.12 of this Exhibit A.2 who is capable of assessing emergent situations. When a senior resident is the responsible surgeon:

- The senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care;
- a staff trauma surgeon or a staff surgeon with experience in trauma care shall be on-call and promptly available as defined in Sub-paragraph 1.9 of this Exhibit A.2; and
- a staff trauma surgeon or a staff surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the emergency department for major resuscitations and in the operating room for all trauma operative procedures.

3.1.2. On-call and Promptly Available

- Cardiothoracic
- General Surgeon (Contractor shall ensure that a back-up mechanism exists for a second general surgeon.)
- Hand
- Neurologic (Contractor shall ensure that a back-up mechanism exists for a second neurological surgeon.)
- Obstetric/Gynecologic
- Ophthalmic
- Oral or Maxillofacial or Head/Neck
- Orthopaedic

- Plastic
- Reimplantation/Microsurgery (This surgical service may be provided through a written transfer agreement)
- Urologic
- Vascular (Contractor shall ensure the availability of a surgeon credentialed by the Trauma Center to perform vascular surgery.)

The on-call general surgeon, while on-call to the Trauma Center, is dedicated to that facility and must be promptly available at the hospital.

- The above requirements may be fulfilled by a supervised senior resident, as defined in Sub-Paragraph 1.12 of this Exhibit A.2, who are capable of assessing emergent situations in their respective specialties. When a senior resident is the responsible surgeon:
 1. the senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care;
 2. a staff trauma surgeon or a staff surgeon with experience in trauma care shall be on-call and promptly available as defined in Sub-paragraph 1.9 of this Exhibit A.2; and
 3. a staff trauma surgeon or a staff surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the emergency department for major resuscitations and in the operating room for all trauma operative procedures.

3.1.3. Available for Consultation

Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients requiring the following surgical services:

- Burns
- Pediatric
- Spinal cord injury

3.2. **NON-SURGICAL**

Qualified non-surgical specialist(s) or specialty availability, which shall be as follows:

3.2.1. Immediately Available

Emergency Medicine: Emergency medicine, in-house and immediately available at all times.

This requirement may be fulfilled by supervised senior residents, as defined in Sub-paragraph 1.12 of this Exhibit A.2, in emergency medicine, who are assigned to the emergency department and are serving in the same capacity. In such cases, the senior resident(s) shall be capable of assessing emergency situations in trauma patients and of providing for initial resuscitation. Emergency medicine physicians who are qualified specialist in emergency medicine and are board certified in emergency medicine shall not be required by the local EMS agency to complete an Advanced Trauma Life Support (ATLS) course. Current ATLS verification is required for all emergency medicine physicians who provide emergency trauma care and are qualified specialists in a specialty other than emergency medicine.

3.2.2. Promptly Available

▪ Anesthesiologist

Shall be Promptly Available with a mechanism established to ensure that the anesthesiologist is in the operating room when the patient arrives. This requirement may be fulfilled by senior residents or certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and of providing any indicated treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist on-call shall be advised about the patient, be promptly available at all times, and present for all operations.

▪ Emergency Medicine (Second physician on call).

▪ Radiologist

3.2.3. Available for Consultation

▪ Cardiologist

▪ Gastroenterologist

▪ Hematologist

▪ Infectious Disease Specialist

▪ Internist

▪ Nephrologist

▪ Neurologist

▪ Pathologist

▪ Pediatrician

▪ Pulmonary Disease Specialist

4. ADDITIONAL SERVICE CAPABILITIES

4.1. Emergency Service

Basic or comprehensive emergency service which has special permits issued pursuant to Chapter 1, Division 5 of Title 22. The emergency service shall:

- 4.1.1. designate a Medical Director;
- 4.1.2. maintain an Emergency Medicine Physician in the Emergency Department twenty-four (24) hours per day;
- 4.1.3. designate an emergency physician to be a member of the trauma team;
- 4.1.4. provide emergency medical services to adult and pediatric patients;
- 4.1.5. have appropriate adult and pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director;
- 4.1.6. designate a trauma resuscitation area of adequate size to accommodate multi-system injured patient and equipment; and
- 4.1.7. comply with current Emergency Department Approved for Pediatrics (EDAP) requirements (Attachment A-2).

4.2. Surgical Service

A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:

- 4.2.1. operating staff who are promptly available unless operating on trauma patients and back-up personnel who are promptly available;
- 4.2.2. appropriate surgical equipment and supplies as determined by the trauma program medical director; and
- 4.2.3. Post Anesthetic Recovery Room (PAR) which meets the requirements of California Administrative Code. (A Surgical Intensive Care Unit is acceptable.)

4.3. Intensive Care Service

In addition to the special permit licensing services, a trauma center shall have, pursuant to Section 70301 of Chapter 1, Division 5 of Title 22 of the California Code of Regulations, an approved Intensive Care Unit (ICU):

- 4.3.1. for trauma patients, the ICUs may be separate specialty units;
- 4.3.2. the ICU shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director;
- 4.3.3. the ICU shall have a qualified specialist promptly available to care for the trauma patients in the intensive care unit. (The qualified specialist

may be a resident with two (2) years of training who is supervised by the staff intensivist or attending surgeon who participates in all critical decision making.); and

- 4.3.4. the qualified specialist in Sub-paragraph 4.3.3 above shall be a member of the trauma team.

4.4. **Radiological Service**

- 4.4.1. The radiological service shall have immediately available a radiological technician capable of performing:

- plain films; and
- computed tomography imaging (CT).

- 4.4.2. A radiological service shall have the following additional services promptly available:

- angiography; and
- ultrasound.

4.5. **Clinical Laboratory Service**

A clinical laboratory service shall have:

- 4.5.1. a comprehensive blood bank or access to a community central blood bank with adequate hospital storage facilities;
- 4.5.2. capability of collecting and storing blood for emergency care; and
- 4.5.3. clinical laboratory services immediately available.

5. **SUPPLEMENTAL SERVICES**

- 5.1. In addition to the special permit licensing services, a trauma center shall have, pursuant to Section 70301 of Chapter 1, Division 5 of Title 22 of the California Code of Regulations, the following approved supplemental services:

5.1.1. Burn Center

This service may be provided through written transfer agreement with a Burn Center. Patients requiring burn care may be presented to the County's Medical Alert Center for transfer to a burn center within Los Angeles County. Patients may be placed outside the Los Angeles County if resources within the County are unavailable. The Medical Alert Center will assist in facilitating the transfer of burn patients to appropriate facilities.

- 5.1.2. The following services shall have personnel trained and equipped for acute care of the critically injured patient:

- Physical Therapy Service
- Rehabilitation Center (This service may be provided through a written transfer agreement with a rehabilitation center.)

- Respiratory Care Service
 - Hemodialysis capabilities (with qualified personnel able to acutely hemodialyze trauma patients twenty-four (24) hours per day)
 - Occupational Therapy Service
 - Speech Therapy Service
 - Social Service
- 5.2. A trauma center shall have the following services or programs that do not require a license or special permit:
- 5.2.1. Pediatric Service. In addition to the requirements in Division 5 of Title 22 of the California Code of Regulations, the pediatric service providing in-house pediatric trauma care shall have:
- a pediatric intensive care unit approved by the State Department of Health Services' California Children Services (CCS); or a written transfer agreement with an approved pediatric intensive care unit. Hospitals without pediatric intensive care units shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care; and
 - a multidisciplinary team to manage child abuse and neglect.
- 5.2.2. Acute spinal cord injury management capability (This service may be provided through a written transfer agreement with a Rehabilitation Center).
- 5.2.3. Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code.
- 5.2.4. An outreach program, to include:
- capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and
 - trauma prevention for the general public.
- 5.2.5. Written inter-facility transfer agreements with referring and specialty hospitals.
- 5.2.6. Contractor shall provide formal continuing education in trauma care. Continuing education in trauma care shall be provided for:
- staff physicians;
 - staff nurses;
 - staff allied health personnel;
 - EMS personnel; and
 - other community physicians and health care personnel.

**EMERGENCY DEPARTMENT APPROVED
FOR PEDIATRICS (EDAP) STANDARDS
2005**

INTRODUCTION:

Emergency Department Approved for Pediatrics (EDAP) Standards were developed as a concerted effort by the Committee on Pediatric Emergency Medicine, which is made up of representatives from the following organizations: Los Angeles Pediatric Society, Pediatric Liaison Nurses of Los Angeles County, California Chapter of the American College of Emergency Physicians, National EMSC Resource Alliance, California Chapter 2 of the American Academy of Pediatrics, Emergency Nurses Association, American College of Surgeons, and Los Angeles County Department of Health Services Emergency Medical Services Agency.

The Standards have been approved by The Hospital Association of Southern California and meet or exceed the standards established by the Emergency Medical Services for Children (EMSC) administration, personnel, and policy guidelines for the care of pediatric patients in the emergency department set forth by the California Emergency Medical Services Authority in 1995.

DEFINITIONS:

Board certified: Completed an approved educational training program and an evaluation process including an examination designed to assess the knowledge, skills, and experience necessary to provide quality patient care in that specialty.

Board prepared: Successful completion of a Board approved emergency medicine or pediatric residency training program and demonstrate active progression in the certifying process.

Emergency Department Approved for Pediatrics (EDAP): A licensed basic emergency department that is approved by the County of Los Angeles to receive pediatric patients from the 9-1-1 system. These emergency departments provide care to pediatric patients by meeting specific requirements for professional staff, quality improvement, education, support services, equipment, supplies, medications, and established policies, procedures, and protocols.

Medical Pediatric Critical Care Center (MPCCC): A licensed acute care hospital that is approved by the County of Los Angeles to receive critically ill non-trauma pediatric patients from the 9-1-1 system.

ATTACHMENT A-2

Pediatric Trauma Center (PTC): A licensed acute care hospital that is designated by the County of Los Angeles to receive critically **injured** pediatric trauma patients from the 9-1-1 system.

Promptly available: Being in the emergency department within a period of time that is medically prudent and appropriate to the patient's clinical condition; and further, that the interval between the arrival of the patient to the emergency department and the arrival of the respondent should not have a measurably harmful effect on the course of patient management or outcome.

Qualified specialist: A physician licensed in the State of California who has: 1) taken special postgraduate medical training, or has met other specified requirements; and 2) active progression towards board certification in the corresponding specialty for those specialties that have board certification and are recognized by the American Board of Medical Specialties.

Senior resident: A physician licensed in the State of California who has completed at least two years of the residency under consideration and has the capability of initiating treatment when the clinical situation demands, and who is in training as a member of the residency program at the designated hospital.

I. ADMINISTRATION/COORDINATION

A. EDAP Medical Director

1. Qualifications:
 - a. Qualified specialist in Emergency Medicine or Pediatrics.
 - b. Completion of eight hours of CME in topics related to pediatrics every two years.
 - c. Current Pediatric Advanced Life Support Course (PALS) or American Academy of Pediatrics - American College of Emergency Physicians Advanced Pediatric Life Support Course (APLS) provider or instructor.
2. Responsibilities:
 - a. Oversight of EDAP quality improvement (QI) program.
 - b. Member of hospital emergency department committee and pediatric committee.

ATTACHMENT A-2

- c. Liaison with medical pediatric critical care centers (MPCCC), pediatric trauma centers (PTC), base hospitals, community hospitals, prehospital care providers, and the EMS Agency.
 - d. Identify needs and facilitate pediatric education for emergency department physicians.
 - e. Review, approve, and assist in the development of all pediatric policies and procedures.
- B. Designated Pediatric Consultant *
- 1. Qualifications:
 - a. Qualified specialist in pediatrics or subspecialty in pediatric emergency medicine.
 - 2. Responsibilities:
 - a. Member of hospital emergency department committee and pediatric committee.
 - b. Participation with EDAP staff in developing and monitoring pediatric QI program, protocols, policies and procedures.
 - c. Consult with EDAP Medical Director and Pediatric Liaison Nurse as needed.
- * Pediatric Consultant may also be the EDAP Medical Director.
- C. Pediatric Liaison Nurse (PdLN)
- 1. Qualifications:
 - a. At least two years experience in pediatrics or in an emergency department that sees pediatric patients, within the previous five years.
 - b. Experience with QI programs is recommended.
 - c. Current PALS or APLS provider /instructor.
 - d. Completion of a two day pediatric emergency nursing course or ENPC course. *
 - e. Completion of eight hours of Board of Registered Nursing (BRN) approved continuing education units (CEU) in pediatric topics every two years.
- * A two day pediatric emergency nursing course should include but not limited to a broad spectrum of topics including: injury prevention, resuscitation, surgical emergencies, apparent life

ATTACHMENT A-2

threatening event (ALTE), death of a child to include sudden infant death syndrome (SIDS), trauma, medical conditions, submersions, respiratory emergencies, airway management, ingestion, child abuse and neglect, fever to include bacterial and viral infections, seizures, and neonatal emergencies.

2. Responsibilities:
 - a. Attend monthly meetings of the Pediatric Liaison Nurses of Los Angeles County.
 - b. Participate in the development and maintenance of a pediatric QI program.
 - c. Liaison with MPCCCs, PTCs, base hospitals, community hospitals, prehospital care providers, and the EMS Agency.
 - d. Member of selected hospital based emergency department and/or pediatric committees.
 - e. Notify the EMS Agency in writing of any change in status of the EDAP Medical Director, Pediatric Consultant, and Pediatric Liaison Nurse.

II. PERSONNEL

A. Physicians-Qualifications/Education

1. Twenty four hour emergency department coverage shall be provided or directly supervised by physicians functioning as emergency physicians or pediatricians experienced in emergency care. This includes senior residents practicing at their respective hospitals only.
2. At least 75% of the emergency department coverage shall be provided by physicians who are Board certified or demonstrate active progression in the certifying process towards emergency medicine or pediatrics.
3. Those emergency department physicians who are not board certified or board prepared shall be a current PALS or APLS provider or instructor.

B. Nurses-Qualifications/Education

1. At least 75% of the total RN staff and at least one RN per shift in the emergency department shall be a current PALS or APLS provider or instructor.
2. At least one RN per shift shall have completed a two day pediatric emergency nursing course (within the last 4 years).

ATTACHMENT A-2

NOTE: It is highly recommended that all nurses regularly assigned to the emergency department meet the above requirements.

3. All nurses assigned to the emergency department shall attend at a minimum; eight hours of pediatric BRN approved education every two years, which may include the two day pediatric emergency nursing course.

C. Pediatric physicians/Specialty services

1. There shall be a pediatric on call panel that allows for telephone consultation and a promptly available pediatrician to the emergency department twenty four hours per day. This pediatrician shall be board certified or board prepared.
2. A plan shall exist whereby other pediatric specialists may be consulted and available in at least the following specialties: surgery, orthopedics, anesthesia and neurosurgery. This requirement may be met by a written agreement with a MPCCC.
3. A plan shall exist whereby a second emergency physician or pediatrician will be available within thirty minutes to serve as back-up for the emergency department in critical situations.

D. Physician Assistant-Qualifications/Education

1. Physician Assistant (PA) licensed by the State of California.
2. PA working in the emergency department shall be a current PALS or APLS provider or instructor.

III. POLICIES, PROCEDURES, AND PROTOCOLS

- A. Establish procedures and protocols for pediatric emergency patients to include but not limited to:
 1. Triage and initial evaluation
 2. Patient safety
 3. Suspected child abuse and neglect
 4. Transfers
 5. Consents
 6. Sedation/analgesia
 7. Do-not-resuscitate (DNR)/Advanced Health Care Directives
 8. Death to include SIDS and the care of the grieving family

ATTACHMENT A-2

9. Aeromedical transport to include landing procedure.
 10. Daily verification of proper location and functioning of equipment and supplies of the pediatric code cart.
 11. Immunizations.
 12. Child abandonment to include a recent (within 72 hours) postpartum woman without evidence of a newborn.
 13. Family presence.
- B. Establish a written interfacility consult and transfer agreement with a MPCCC and PTC to facilitate transfers of critically ill and injured pediatric patients. The consult shall be available twenty four hour a day for telephone consultation.
- C. Establish a written interfacility consult and transfer agreement with a California Children Services (CCS) approved Level II or Level III Neonatal Intensive Care Unit (NICU).

IV. QUALITY IMPROVEMENT (QI)

- A. A pediatric QI program shall be developed and monitored by the EDAP Medical Director and Pediatric Liaison Nurse with input from the Designated Pediatric Consultant as needed.
- B. The program should include an interface with prehospital care, emergency department, trauma, pediatric critical care, pediatric in-patient, and hospital wide QI activities.
- C. A mechanism shall be established to easily identify pediatric (14 years & under) visits to the emergency department.
- D. The pediatric QI program should include identification of the indicators, methods to collect data, results and conclusions, recognition of improvement, action(s) taken, assessment of effectiveness of actions, and communication process for participants.
- E. The pediatric QI program should include review of the following pediatric patients seen in the emergency department:
1. Deaths
 2. Cardiopulmonary and/or respiratory arrests, including all pediatric intubations
 3. Suspected child abuse or neglect
 4. Transfers to and/or from another facility
 5. Admissions from the ED to an adult ward or ICU

6. Selected return visits to the ED
 7. Pediatric transports within the 9-1-1 system
- F. A mechanism to document and monitor pediatric education of EDAP staff shall be established.

V. SUPPORT SERVICES

- A. Respiratory Therapy
1. At least one respiratory therapist shall be in house twenty four hours per day.
 2. Current PALS provider or instructor.
- B. Radiology
1. Radiologist on call and promptly available twenty four hours per day.
 2. Radiology technician in house twenty four hours per day with a back-up technician on call and promptly available.
 3. CT scan technician on call and promptly available.
- C. Laboratory
1. Technician in house twenty four hours per day and a back-up technician on call and promptly available.
 2. Clinical Laboratory capabilities in house:
 - a. Chemistry
 - b. Hematology
 - c. Blood bank
 - d. Arterial blood gas
 - e. Microbiology
 - f. Toxicology
 - g. Drug levels

NOTE: Toxicology and drug levels may be done offsite if routine tests are available within two hours.

VI. EQUIPMENT, SUPPLIES, AND MEDICATIONS

Pediatric equipment, supplies, and medications shall be easily accessible, labeled, and logically organized. EDAP staff shall be appropriately educated as to the locations of all items. Each EDAP shall have a method of daily verification of proper location and function of equipment and supplies. It is highly recommended that each EDAP have a mobile pediatric crash cart.

The following are requirements for equipment, supplies, and medications for an EDAP:

GENERAL EQUIPMENT

Foley catheters (8-22fr)

IV blood/fluid warmer

Length and weight tape for determining pediatric resuscitation drug dosages

Meconium Aspirator

OB Kit

Posted or readily available pediatric drug dosage reference material calculated on a dose per kilogram basis.

Restraint device

Weight scale in kilograms

Warming device

MONITORING EQUIPMENT

Blood pressure cuffs (infant, child, adult, and thigh)

Doppler

ECG monitor/defibrillator (0-400 Joules) with pediatric and adult paddles

End tidal CO₂ monitor or detector, (adult and pediatric sizes)

Hypothermia thermometer

Pulse oximeter

RESPIRATORY EQUIPMENT

Bag-valve-mask device, self inflating (pediatric size: 450-900ml and adult size: 1000-2000ml)

Bag-valve, with clear masks (neonate, infant, child, and adult sizes)

Endotracheal tubes (uncuffed: 2.5-5.5 and cuffed: 6.0-9.0)

Laryngoscope (curved and straight: 0-3)

ATTACHMENT A-2

- Magill forceps (pediatric and adult)
- Nasal cannulae (infant, child, and adult)
- Nasopharyngeal airways (infant, child, adult)
- Nasogastric tubes (including 5 and 8fr feeding tubes)
- Oral airways (sizes 0-5)
- Clear oxygen masks (standard and non-rebreathing) for infant, child, and adult
- Stylets for endotracheal tubes
- Suction catheters (sizes 6-12fr)
- Tracheostomy tubes (sizes 0-6)
- Yankauer suction tips

VASCULAR ACCESS EQUIPMENT

- Arm boards (infant, child, and adult)
- Infusion devices to regulate rate and volume
- Intraosseous needles
- IV administration sets with calibrated chambers
- IV catheters (14-26ga)
- IV solutions (D5.2NS, D5.45NS, D5NS, D10W, and NS)
- Stopcocks (3 way)
- Umbilical vein catheters

FRACTURE MANAGEMENT DEVICES

- Pediatric cervical spine immobilization devices
- Pediatric femur splint
- Spine board (long and short)

SPECIALIZED TRAYS OR KITS

- Cricothyrotomy tray
- Pediatric lumbar puncture tray
- Pediatric tracheostomy tray
- Thoracostomy tray

ATTACHMENT A-2

Chest tube (sizes 10-28fr)

Venous cutdown tray

PEDIATRIC SPECIFIC RESUSCITATION MEDICATIONS

Albuterol	Dobutamine
Amiodarone	Epinephrine (1:1,000 & 1:10,000)
Atropine	Lidocaine
Adenosine	Naloxone
Calcium chloride	Procainamide
Dextrose (25% & 50%)	Racemic epinephrine (inhalation)
Dopamine	Sodium Bicarbonate

NOTE: It is suggested that these drugs be immediately available in the resuscitation room and not locked in a computerized system.

Exhibit A.3

INTENTIONALLY OMITTED

Exhibit A.4

INTENTIONALLY OMITTED

Exhibit B

INTENTIONALLY OMITTED

Exhibit C

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: Richard Tadeo
Title: Assistant Director
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1610 Facsimile: (562) 941-5835
E-Mail Address: rtadeo@dhs.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name: Christy Preston
Title: Trauma System Program Manager
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1660 Facsimile: (562) 941-5835
E-Mail Address: cpreston@dhs.lacounty.gov

COUNTY'S CAPITAL PROJECTS OVERSIGHT REPRESENTATIVE

Name: Ruth Guerrero
Title: Unit Supervisor, DHS Contracts and Grants Division
Address: 313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Telephone: (213) 240-8170 Facsimile: (213) 250-2958
E-Mail Address: rguerrero@dhs.lacounty.gov

COUNTY'S PROJECT MONITOR:

Name: Christy Preston
Title: Trauma System Program Manager
Address: 10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 347-1660 Facsimile: (562) 941-5835
E-Mail Address: cpreston@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Agreement. Contractor and Contractor's Staff agree that all Trauma and Emergency Medicine Information System (TEMIS) software application or any other successor software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation, aids, and other items provided to Contractor by County for the purposes of data collection shall be considered confidential. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Exhibit H

INTENTIONALLY OMITTED

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

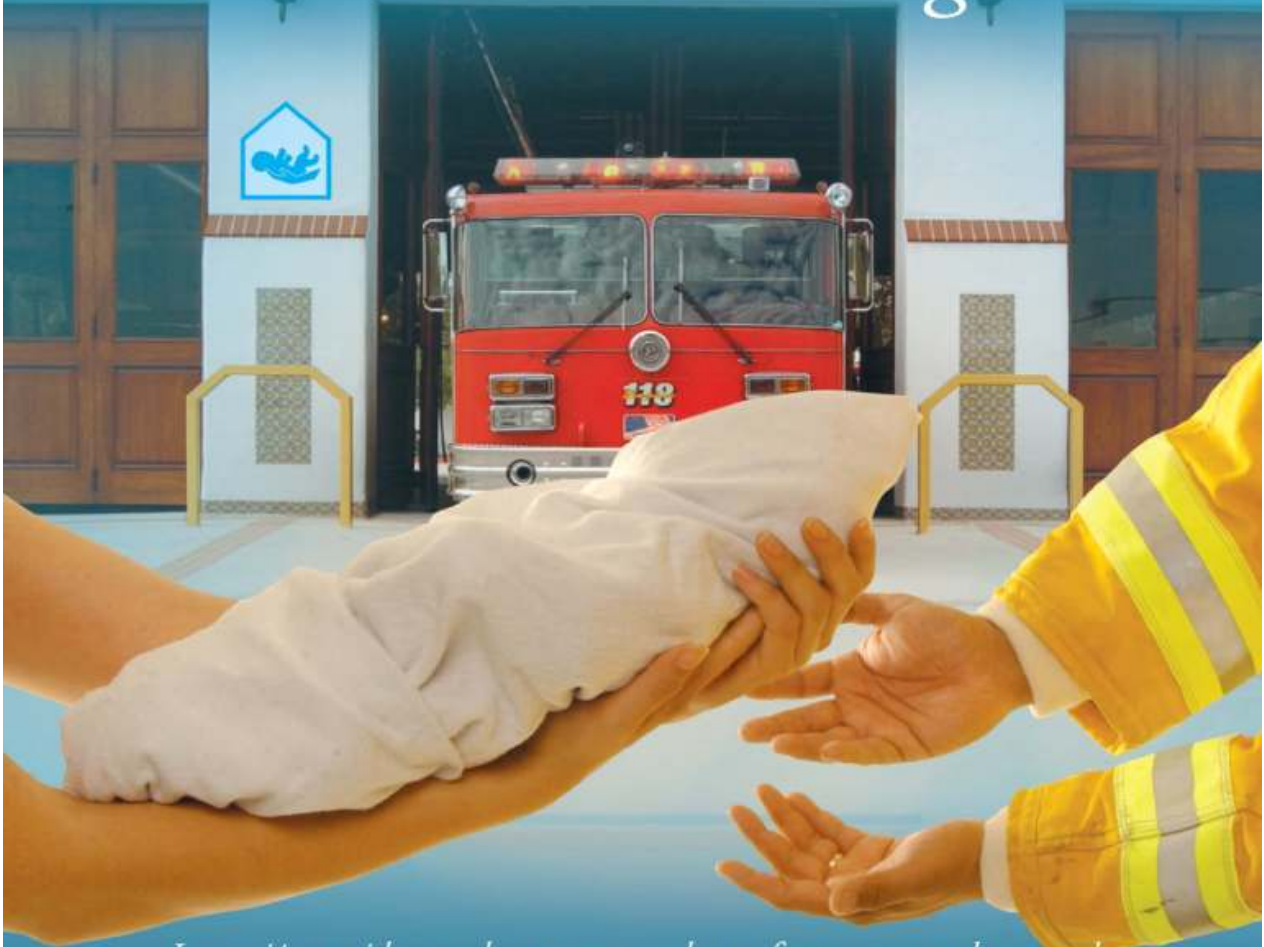
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

Proposer or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts "CT" number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Proposer or Contractor is not exempt, **check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. **Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.**

Signature

Date: - -

Name of Signer: _____

Title: _____

TRAUMA CENTER SERVICE AGREEMENT

EXHIBIT K

PATIENT INCLUSION IN THE TRAUMA DATA SYSTEM

INCLUSION

Patient has at least one ICD-9-CM injury diagnostic code within the range of 800-959.9

OR

Patient is uninjured, but triaged to the trauma center based upon criteria, guideline, or judgment (Utilize "NA" (F7) for the ICD-9 code)

EXCLUSIONS:

Patients with the following injuries or diagnostic codes are to be excluded from the registry, unless an additional injury that meets criteria/guidelines exists:

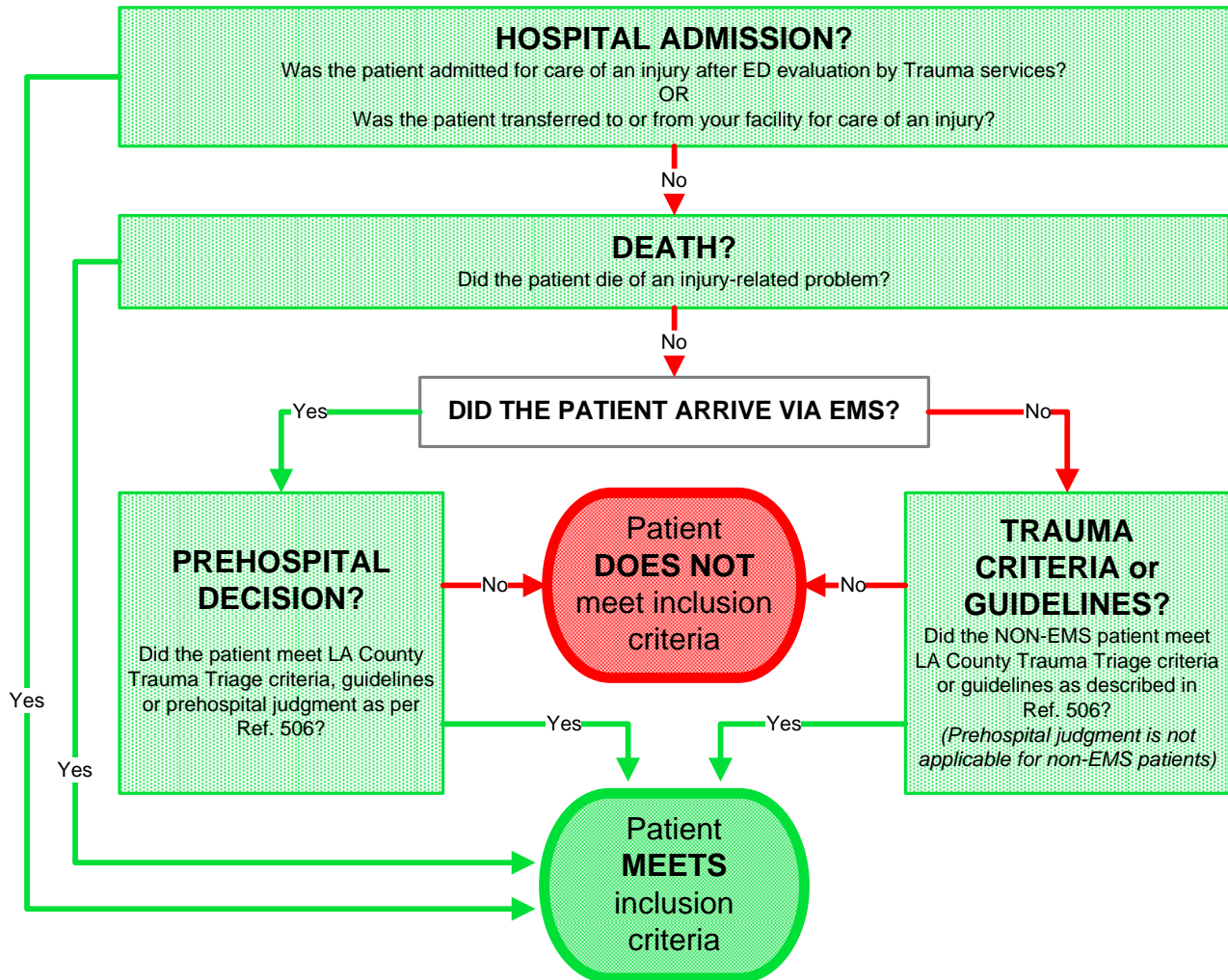
GROUND LEVEL FALLS resulting in isolated hip fractures in patients > 50 years of age,

or fractures of or distal to the knee or elbow; burns, drownings, hangings, and

ALL DIAGNOSTIC CODES within the following ranges:

905-909.9 (late effects of injury)

930-939.9 (foreign bodies)



CASES ENTERED INTO THE REGISTRY THAT DO NOT MEET "EXHIBIT K" CRITERIA MUST BE IDENTIFIED AS "DHS=NO", AND HAVE THE TPS RATIONALE OF "DHS=NO" INDICATED.

Implemented January 1, 2014
Valid until amended by the EMS Agency

Exhibit L
Trauma Center Data Collection System

1. SPECIFIC RESPONSIBILITIES OF COUNTY

- 1.1. The local EMS agency shall develop and implement a standardized data collection instrument and implement a data management system for trauma care.
 - 1.1.1. The system shall include the collection of both prehospital and hospital patient care data, as recommended by the Trauma Hospital Advisory Committee (THAC) to the local EMS agency.
 - 1.1.2. Trauma data shall be integrated into the local EMS agency data management system.
 - 1.1.3. County commits to pursue the participation, in the local EMS agency data collection system efforts, of all hospitals receiving trauma patients in accordance with local EMS agencies policies and procedures which are based on Title 22.
 - 1.1.4. County shall generate and distribute periodic reports to all designated Trauma Centers participating in the trauma system on a quarterly basis, to include but not limited to:
 - system volume report on the total number of patients by trauma center; and
 - system volume report on the number of pediatric patients versus the number of adult patients by trauma center; and
 - system volume report on the number of blunt injuries versus the number of penetrating injuries by trauma center; and
 - system volume report on the mechanism of injury by trauma center.
 - 1.1.5. County shall generate and distribute for the purposes of benchmarking to Contractor quarterly reports on system aggregate data on the following:
 - Intensive Care Unit (ICU) Length of Stay (LOS); and
 - Payer Source distribution; and
 - Injury Severity Score (ISS) distribution with the patient's outcome, lived versus died.
 - 1.1.6. County agrees to honor special request for reports by Contractor to compare hospital specific data elements to the system aggregate data elements within a reasonable agreed upon time period.

1.2. The Department agrees to provide the following to the Contractor:

1.2.1. Software License

- A nonexclusive, nontransferable license to Contractor to use current software and documentation and any software updates, or until Agreement is terminated as set forth herein. Such license also includes the right of Contractor to copy TEMIS software and documentation for back-up or archive purposes, but such license further gives Contractors no right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software or documentation to any other person or entity.
- In the event that Agreement is terminated for any reason, the Department shall promptly remove all TEMIS software and Contractor shall return to County all TEMIS documentation (and all copies thereof made by Contractor hereunder) provided by County to Contractor.

1.2.2. A current Trauma Center Trauma and Emergency Medicine Information System (TEMIS) software training/procedure manual.

1.2.3. Software Training

- Annually a minimum of sixteen (16) hours TEMIS basic software training and twenty-four (24) hours of intermediate/advanced training will be offered, for all necessary persons identified by Contractor, to enable Contractor personnel to perform data entry, database maintenance, and basic and advanced report generation functions.
- Contractor's need for basic training of new employees will be met without regard to the minimum number of participants within two (2) weeks of Contractor's request.
- Intermediate/advanced training classes to be scheduled monthly, with a specific agenda for standardized education, with a minimum number of two (2) participants, in no less than four (4) hour increments.
- Additional training hours will be made available as needed.

1.2.4. Unlimited technical support for the TEMIS system provided during normal business hours.

1.3. Limitation of Liability

1.3.1. County does not warrant that operation of the software will be error-free. In the event of errors in software the Department, on behalf of County, shall use reasonable efforts to promptly rectify the

software. Whenever possible, the Department shall correct a problem in twenty-four (24) hours or less. County shall have no such obligation if the problem(s) is (are) a direct or indirect result of software modifications made without written approval from Director. County's inability to resolve above issues will result in temporary suspension of Contractor's data obligations.

- 1.3.2. The foregoing including responsibilities for resolving software problems are the only warranties of any kind, either expressed or implied, that are made by County, and County disclaims all other warranties including, but not limited to, the implied warranties of fitness for a particular purpose. In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information and the like), arising out of the use or inability to use the software, even if County has been advised of the possibility of such damages.
- 1.3.3. County does not assume and shall have no liability under this Agreement for failure to replace defective software, or the corresponding data due directly or indirectly to causes beyond the control of, and without the fault or negligence of County, including, but not limited to, acts of God, acts of public enemy, acts of the United States, any state, or other political subdivision, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or similar or other conditions beyond the control of County.

2. SPECIFIC RESPONSIBILITIES OF CONTRACTOR

- 2.1. Contractor shall utilize TEMIS application programs and provide their own equipment in accordance with the specifications shown in Attachment L-1-TEMIS Hospital Hardware and Software Specifications, in a reasonably secure area of the hospital provided by the Contractor. Contractor shall in no way modify the structure or function of the software without prior written approval of County Project Director. The hardware and software configuration provided shall be used exclusively for the purposes intended herein.
- 2.2. Contractor's data collection requirements for patient inclusion in the trauma database are defined and set forth in Exhibit K. Contractor shall enter into the TEMIS database within fifteen (15) days of hospital admission, the data elements found in the Initial Patient Information Section (to include patient name, admit date, mode of entry, and sequence number) of the Trauma Patient Summary – Page 1 (TPS1). The remainder of TPS1 shall be entered into the TEMIS database within thirty (30) days of hospital admission. Data elements found in the Trauma Patient Summary – Page 2 (TPS2) shall be entered into the TEMIS database within sixty (60) days of hospital discharge.

- 2.3. Contractor shall provide all mandatory data elements from Attachment L-2 in reporting trauma patient information to the Department, to assist the Department in its data collection effort. In the event that Director determines that the Department's Trauma Patient Summary Form should be modified or that additional data must be collected by Contractor based on recommendations from the Trauma Hospital Advisory Committee (THAC), said request for additional data must first be referred to the EMSC Data Advisory Committee by Director for review and advice. The Department shall estimate the cost impact on Trauma Centers of the request for the modification and shall advise the EMSC. If the request for additional data results in increased costs to Contractor, Contractor may terminate this Agreement upon giving at least sixty (60) days prior written notice to County.
- 2.4. Contractor shall provide DSL or T1 internet connection for the submission of Contractor's TEMIS data to County.
- 2.5. Should County remove all or any portion of TEMIS software required to submit Contractor's data to County via County defined media, or fail to correct any software errors that prevent Contractor from being able to perform data entry, Contractor's obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software error.
- 2.6. Contractor shall seek telephone assistance from County Project Director, whenever TEMIS operation failure occurs, to obtain County TEMIS maintenance services as described herein.
- 2.7. Contractor shall assign qualified back-up personnel to operate TEMIS, as reasonably appropriate for Contractor to meet Contractor's data collection responsibilities described herein. Furthermore, Contractor shall permit adequate time for complete training of such personnel.
- 2.8. All software application modules, all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation and aids, and other items provided by County or its agents, are "proprietary" or "confidential". Contractor shall use reasonable means to insure that these confidential products are safeguarded and held in confidence. Contractor shall sign and adhere to the provisions of Exhibit G- Contractor Acknowledgement and Confidentiality Agreement. Contractor and Contractor's staff agree that all TEMIS software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation, aids, and other items provided to Contractor by County for the purposes of the TEMIS data collection shall be considered confidential. Contractor and Contractor's staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's staff agree that if proprietary information supplied by other County vendors is provided to

Contractor during the terms of this Agreement, Contractor and Contractor's staff shall keep such information confidential; disclosing confidential County products only to employees with a need to know of such confidential County products in order for Contractor to exercise its rights and perform its obligation as a Trauma Center; and refraining from reproducing, adapting, modifying, disassembling, decompiling, reverse engineering, distributing, or disclosing any confidential County products except as expressly permitted hereunder. Copies of software, application modules, and data may be made for the sole purpose of backup only.

- 2.9. Contractor shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the misuse of the software license.

3. RELEASE AND/OR SALE OF TEMIS DATA

- 3.1. The parties acknowledge that the data collection effort was undertaken for the purpose of improving the Los Angeles Trauma System and that the County and participating hospitals have expended significant amounts of time, effort and money to develop data collection systems and data. Accordingly, it is hereby acknowledged and agreed that County will not release or sell any identifiable data to any entity for publication or for any other use whatsoever without first receiving written permission from Contractor, if it is identified, except as otherwise provided by law.
- 3.2. Only non-hospital identifiable information resulting from the TEMIS may be sold by County without permission of the hospitals.
- 3.3. Seventy-five percent (75%) of the proceeds of the sale of any TEMIS Trauma Center information shall be distributed to the participating hospitals in equal amounts. Said distribution shall be effected by reducing the annual fee by an amount equal to Contractor's share of the sale of proceeds from the previous year.

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Trauma and Emergency Medicine Information System (TEMIS) Hospital Hardware and Software Specifications

Workstation requirements are dependent on the workstation's intended use.

Minimum Workstation Recommendations

- Intel® Pentium E5200 (2.5 GHz)
- Microsoft Windows XP Professional SP3
- 1 GB of RAM
- 2 GB of Available Disk Space
- Display Adapter and Monitor Capable of Displaying 1024 X 768
- 100 Mbps NIC Adapter or faster
- Mouse
- Keyboard

Recommended Workstation Specifications

- Intel® Core i7 Processor - 940
- Microsoft Windows 7 Professional 64-bit
- 4 GB of RAM
- 100 GB of Available Disk Space
- Display Adapter and Monitor Capable of Displaying 1440 X 900
- Graphics accelerator with 512MB RAM and Monitor Capable of Displaying 1440 X 900
- DirectX 9 graphics device with WDDM 1.0 or higher driver
- 1 Gbps NIC Adapter or faster
- Mouse
- Keyboard

GENERAL INFO	LAST NAME		FIRST NAME				INIT.		ARRIVAL DATE / /				
	SEX: M F	AGE:	RACE/ETHNICITY: <input type="checkbox"/> Asian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/> Filipino <input type="checkbox"/> Pacific Islander (oth)/Hawaiian <input type="checkbox"/> Native American <input type="checkbox"/> Unknown						SEQ #				
	D.O.B. / /	<input type="checkbox"/> YR <input type="checkbox"/> MO <input type="checkbox"/> DAY <input type="checkbox"/> HR <input type="checkbox"/> ESTIMATE	ENTRY MODE EMS: <input type="checkbox"/> Ground <input type="checkbox"/> Air EMS Form avail? <input type="checkbox"/> Y <input type="checkbox"/> N NON-EMS: <input type="checkbox"/> Vehicle / Walk-in <input type="checkbox"/> Police <input type="checkbox"/> Other						MR #				
	WT.		TRANSFERRED: <input type="checkbox"/> ED to ED <input type="checkbox"/> Direct Admit FROM: ___ ___ ___						OTH #				
PREHOSPITAL / WALK-INS	INJURY DATE / /		INJURY DESCRIPTION <input type="checkbox"/> Blunt					PRIMARY E-CODE:					
	INJURY TIME : : :		MECHANISM OF INJURY <input type="checkbox"/> Penetrating					OTHER E/V-CODES:					
	PROVIDER		PROTECTIVE DEVICES <input type="checkbox"/> None Airbag deployed? <input type="checkbox"/> N <input type="checkbox"/> Y(Front) <input type="checkbox"/> Helmet <input type="checkbox"/> Protective clothing <input type="checkbox"/> Side <input type="checkbox"/> Other (curtain, knee, etc.)					LOCATION E-CODE:					
	RA/ SQUAD		<input type="checkbox"/> Non-clothing gear <input type="checkbox"/> Eye protection <input type="checkbox"/> Shoulder belt <input type="checkbox"/> Lap belt <input type="checkbox"/> Personal Flotation Device <input type="checkbox"/> Infant seat <input type="checkbox"/> Child car seat <input type="checkbox"/> Other: <input type="checkbox"/> Booster seat					INJ. ZIP CODE: <i>If unknown, must complete all other known Address fields</i>					
	DISPATCH DATE / /		1st FIELD GCS: EYE___ MOTOR___ VERBAL___ TOTAL___					FIELD INTUB? Y N	WORK RELATED? N Y: OCCUPATION: INDUSTRY:				
DISPATCH TIME : : :		1st FIELD VS: BP___/___ HR___ RR___ O2 SAT___%											
1 ST ON SCENE : : :													
TRANSPORT ARR. : : :													
TRANSPORT LEFT : : :													
EMERGENCY DEPARTMENT	ARRIVAL TIME : : :		1st ED VS: TIME : : : GCS: E___ M___ V___ TOTAL___					ED NOTIFIED? N Y					
	EXIT ED DATE / /		TEMP:___ F C @ : : : <input type="checkbox"/> Sedated <input type="checkbox"/> Eye obstruction <input type="checkbox"/> Intubated					MET CRITERIA? N Y: <input type="checkbox"/> GSW trunk <input type="checkbox"/> Btwn Midclv <input type="checkbox"/> PH <input type="checkbox"/> PN <input type="checkbox"/> Low BP <input type="checkbox"/> SCI <input type="checkbox"/> PSI <input type="checkbox"/> BH, GCS<15 <input type="checkbox"/> Flail Chest <input type="checkbox"/> Fall >15' <input type="checkbox"/> Diffuse Abd Tenderness <input type="checkbox"/> Neuro Comp <input type="checkbox"/> PT Arrest					
	EXIT ED TIME : : :		BP___/___ HR___ RR___ ASST? Y N O ₂ Sat___% on O ₂ ? Y N					GUIDELINES MET: <input type="checkbox"/> Pedestrian/Bike vs auto <input type="checkbox"/> Ejected <input type="checkbox"/> Extricated <input type="checkbox"/> Med Hx <input type="checkbox"/> Very old/young <input type="checkbox"/> Survivor Fatal Accident <input type="checkbox"/> Prehosp JUDGMENT only					
	ACTIVATION? Y N		TPS RATIONALE: <input type="checkbox"/> Admission <input type="checkbox"/> Transferred to TRAUMA service <input type="checkbox"/> Died <input type="checkbox"/> Prehosp decision <input type="checkbox"/> NON-EMS Criteria/Guidelines <input type="checkbox"/> DHS=No					ED FLUID TOTALS: IV FLUIDS _____ml BLOOD PROD. _____ml AUTOTRANS. _____ml					
	TIME: : : :		ADMITTING MD:		ADMITTING SERVICE:			NEXT PHASE AFTER ED: <input type="checkbox"/> <24hr Obs. <input type="checkbox"/> OR <input type="checkbox"/> ICU <input type="checkbox"/> Ward <input type="checkbox"/> Telemetry/Step. <input type="checkbox"/> Peds Ward <input type="checkbox"/> Peds ICU <input type="checkbox"/> Posthospital (complete TPS 2 info)					
	LEVEL:		MD SERVICE		MD CODE		REQ TIME	STAT?	ARR TIME				
			EMERGENCY PHYS.				:	Y N	:				
			TRAUMA SURGEON				:	Y N	:				
			TRAUMA RESIDENT				:	Y N	:				
			NEUROSURGEON				:	Y N	:				
		ORTHOPEDIST				:	Y N	:					
		ANESTHESIOLOGIST				:	Y N	:					
RADIOLOGY / LAB	BODY REGION	X-RAYS:			CT:				LABS:				
		ICD-9	DATE	TIME	Nml/Abn	ICD-9	DATE	TIME	Nml/Abn	TIME	GRP/PANEL	Result/Tested?	
	HEAD	87.17	/	:	N A	87.03	/	:	N A	:	HGB / HCT	Nml Abn	
	NECK	87.22	/	:	N A	88.38	/	:	N A	:	TOX (BLOOD)	T NT F NF	
	CHEST	87.44	/	:	N A	87.41	/	:	N A	:	TOX (URINE)	T NT F NF	
	ABD	88.19	/	:	N A	88.01	/	:	N A	:	ETOH	T NT F NF	
	PELVIS	88.19	/	:	N A	88.38	/	:	N A	:			
F.A.S.T	88.79	/	:	N A		/	:		:				
Comments / Results:													
ENTER ALL THAT APPLY DURING HOSPITAL STAY													
PROCEDURES	PHASE BEGUN	START DATE	START TIME	END TIME	PROCEDURE				PHASE BEGUN	START DATE	START TIME	END TIME	PROCEDURE
		/	:	:	<input type="checkbox"/> ETT 96.04 <input type="checkbox"/> CRIC 31.1					/	:	:	<input type="checkbox"/> CENTRAL LINE 38.93
		/	:	:	<input type="checkbox"/> (L) CHEST TUBE 34.04					/	:	:	<input type="checkbox"/> ICP 01.18
		/	:	:	<input type="checkbox"/> (R) CHEST TUBE 34.04					/	:	:	
		/	:	:	<input type="checkbox"/> THORACOTOMY 34.02					/	:	:	
	/	:	:	<input type="checkbox"/> DPA / DPL 54.25					/	:	:	<input type="checkbox"/> VENTILATOR 96.7	
											TOTAL VENTILATOR DAYS: (MUST INCLUDE ALL EPISODES)		

NAME	ARRIVAL DATE: / /	MR#	SEQ#	OTH#
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OPERATIONS / PROCEDURES	DATE	CUT TIME	END TIME	OPERATION	PROC. ICD-9	SURG TYPE	MD CODE
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				
	/	:	:				

ICU	ARRIVAL	EXIT	CONSULTS	DATE	SERVICE	MD CODE	PHASE AFTER OR: 1 ST VISIT _____ 2 ND VISIT _____ 3 RD VISIT _____ 4 TH VISIT _____ 5 TH VISIT _____	
	/	/		/				
	/	/		/				
	/	/		/				
	/	/		/				

D/C DATE	/	TRANSFER'D / D/C TO	<input type="checkbox"/> Home w/o services <input type="checkbox"/> Home w/Home Health <input type="checkbox"/> Morgue <input type="checkbox"/> Acute Care Facility <input type="checkbox"/> SNF <input type="checkbox"/> Subacute Care <input type="checkbox"/> Rehab <input type="checkbox"/> Hospice <input type="checkbox"/> AMA/Eloped/LWBS <input type="checkbox"/> Jail <input type="checkbox"/> Other:						
D/C TIME	:	RATIONALE	<input type="checkbox"/> Health Plan <input type="checkbox"/> Financial <input type="checkbox"/> Higher Level / Specialized Care <input type="checkbox"/> Rehab <input type="checkbox"/> Extended Care <input type="checkbox"/> In Custody <input type="checkbox"/> Other:			FACILITY:			
PRIOR PHASE		D/C CAPACITY	<input type="checkbox"/> Pre-Injury Capacity (D/C'd from ED with minimum or no injuries) <input type="checkbox"/> Temporary Handicap (Admitted for injuries) <input type="checkbox"/> Permanent Handicap, >1yr limitations (excludes splenectomy)						
<input type="checkbox"/> LIVED <input type="checkbox"/> DIED:		ORGAN DONOR?	Y	N	AUTOPSY UPDATE?	Y	N	CORONER #	<input type="checkbox"/> N/A

DISCHARGE DIAGNOSES	ICD-9	AIS	BODY REG	DISCHARGE DIAGNOSES	ICD-9	AIS	BODY REG

HAND-CALCULATED ISS:	1) HEAD/NECK	2) FACE	3) CHEST	4) ABD/PELVIS	5) EXTREMITIES	6) EXTERNAL	TOTAL:
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NTDS CO-MORBID CONDITIONS No NTDS co-morbidities Alcoholism Angina within 30 days Ascites within 30 days
 Bleeding disorder Chemo within 30 days CHF Congenital Anomalies Current smoker CVA/Residual Neuro Deficit
 Diabetes Dialysis (needs/is on) Disseminated Cancer DNR status Esophageal varices Functional Dependent Hlth Status
 HTN req'g meds Impaired sensorium MI within 6 months Obesity Prematurity Respiratory Disease Steroid use
 Revascularization/Amputation for PVD Other:

NTDS COMPLICATIONS No NTDS comp. Abd Compartment Synd AMI Abd fascia left open Acute renal failure ARDS
 Anastomotic leak Base Deficit Bleeding Coagulopathy Coma CPR CVA Decub ulcer Drug/ETOH withdrawal
 DVT/thrombophleb. Extremity Compartment Syndrome Graft/prosthesis/flap failure ICP elevation Jaundice/hepatic failure
 Pancr. fistula PE Pneumonia Surg site infection (superficial) Surg site infection (deep) Surg site infection (organ/space)
 Sepsis Unanticipated intubation Unplanned readmit Wound disruption Wound infection Other:

Pvt/Commercial Insurance: <input type="checkbox"/> Blue Cross/Blue Shield <input type="checkbox"/> HMO <input type="checkbox"/> Medi-Cal HMO <input type="checkbox"/> Auto Insurance <input type="checkbox"/> Worker's Comp. <input type="checkbox"/> Organ Donor Subsidy <input type="checkbox"/> Other private carrier:	Government: <input type="checkbox"/> CCS (California Children's Services) <input type="checkbox"/> CHIP eligible <input type="checkbox"/> CHP (Comm. Hlth Plan)/Healthy Fam. <input type="checkbox"/> Custody Funds <input type="checkbox"/> Military Insurance <input type="checkbox"/> VOC (Victims of Crime) <input type="checkbox"/> Other Government:	Self: <input type="checkbox"/> Cash <input type="checkbox"/> ATP w/liability <input type="checkbox"/> Pre-pay Not billed: <input type="checkbox"/> Charity <input type="checkbox"/> ATP w/o liability	Medicaid: <input type="checkbox"/> Medi-Cal <input type="checkbox"/> Medi-Cal pending <input type="checkbox"/> Medicare
			TOTAL CHARGES: \$

FINANCES

NON-COMPLIANCE WITH TRAUMA DATA SUBMISSION REQUIREMENTS

Contractor does not meet 90% compliance with the trauma data submission requirements set forth in Paragraph 2, Specific Responsibilities of Contractor, Sub-paragraph 2.2 of Exhibit L – Trauma Center Data Collection System, copied below.

- 1. TPS-1 - Initial information (sequence number, patient name, admit date, and mode of entry) shall be entered into the TEMIS database within fifteen (15) days of admission;
- 2. TPS-1 - Remaining information shall be completed and entered within thirty (30) days of admission; and
- 3. TPS-2- All additional information shall be entered into the TEMIS database within sixty (60) days of discharge.

Days of Non-compliance	Action
Initial	EMS Agency notifies Contractor’s Project Manager, via email or telephone, of audit results, requests corrective action plan and assists in determining solutions.
30 days	EMS Agency sends a written notice to Contractor’s Project Manager, notifying of audit results and continued non-compliance.
60 days	EMS Agency notifies Contractor’s Project Manager in writing of audit results and request to submit within 15 calendar days a plan to correct deficiency.
90 days.	Within 15 days of County’s receipt of Contractor’s plan, the County will provide Contractor a written approval or request additional modifications to Contractor’s plan.
120 days	County will notify Contractor’s CEO in writing of continued non-compliance and advise that a penalty will be assessed if compliance is not improved.
150 days	County will assess \$2,600 for non-compliance.
180 days	Monitor.
210 days	Monitor.
240 days	County will assess additional \$1,300 for non-compliance.
270 days	Monitor.
300 days	Monitor.
330 days	County will assess additional \$1,300 for non-compliance.
360 days	Monitor.
390 days	Monitor and evaluate for agreement termination.