Alameda County Health

Master Contract No. **900159**
Procurement Contract No. **26980**
Contract History Info: **Original**

COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT AMENDMENT COVERSHEET

This Master Contract Amendment, effective as of **July 1, 2024**, is a part of the Community Based Organization Master Contract (**No. 900159**) made and entered into by and between the County of Alameda ("County"), and **Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland** hereinafter referred to as the "Contractor".

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. **26980**" or the "Procurement Contract":

1. **Exhibit A** – Program Description and Performance Requirements;
2. **Exhibit A-1** – Standards;
3. **Exhibit B** – Terms of Payment;
4. **Exhibit C** – Insurance Requirements;
5. **Exhibit D** – Debarment and Suspension Certification; and
6. **Exhibit F** – Audit Requirements.

The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect.
The Term of this Procurement Contract shall be from **July 1, 2024** through **June 30, 2027**. The compensation payable to Contractor hereunder shall not exceed **$5,947,440** for the term of this Procurement Contract.

Dept. Contact Erica Campos Phone (510) 618-2024 Email Erica.campos@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

By DocuSigned by: Aneeka Chaudhry E20638BBECB64AD... Signature Date 7/9/2024

Name Colleen Chawla

Title Director, Health Care Services Agency

APPROVED AS TO FORM

By DocuSigned by: K. Joon Oh EFDCE3E6648...A0... Signature Date 7/9/2024

Name K. Joon Oh, Deputy County Counsel

CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND

By DocuSigned by: Nicholas M Holmes 7B9CCA292EPC46C... Signature Date 7/3/2024

Name Nicholas M. Holmes, MD, MBA

Title President

EXHIBIT A

Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland (BCH Oakland)
PEDIATRIC TRAUMA CENTER AGREEMENT

INTRODUCTION

Pursuant to Health and Safety Code 1798.162, the Alameda County Emergency Medical Services Agency ("COUNTY EMS" or "EMS") may designate trauma facilities. The Alameda County Board of Supervisors approved the Alameda County Trauma Care System Implementation Plan on June 20, 1985.

The Trauma Center presently located at BCH Oakland is a County-designated Trauma Center approved by the Alameda County Board of Supervisors on January 6, 1987.

Exhibit A and Exhibit A-1 to County Master Contract set forth the scope of trauma services to be provided by BCH Oakland.

A. TERM OF AGREEMENT

The term of this Agreement shall commence on **July 1, 2024** and continue through and include **June 30, 2027,** unless earlier terminated or otherwise extended pursuant to this Agreement. Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party.

B. DEFINITIONS

As used within this Agreement:

1. "CONTRACTOR" means Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland (BCH Oakland)
2. "COUNTY" means the County of Alameda
3. "Critical Trauma Patient", or "CTP" means an injured person as defined by triage criteria, which have been approved by the COUNTY.
4. "Trauma Center" means a licensed general acute care hospital designated by the COUNTY EMS and contracted with the County of Alameda.
5. "Pediatric Trauma Center" means a licensed acute care hospital which usually treats (but not limited to) persons eighteen (18) years of age or less, and per County Field Protocol is the receiving center for persons fifteen (15) years of age or less, that is designated as part of the County of Alameda's Trauma Care System Implementation Plan, and which meets all relevant criteria and has been designated as a pediatric trauma

center, according to the California Code of Regulations, Title 22, Division 9, Chapter 7, Section 100261.

6. "Triage Criteria" means a measure or method approved by the Alameda County Emergency Medical Services (EMS) Agency of assessing the severity of a person's injuries, which are in the EMS Policy and Procedure Manual. Triage criteria are used for patient evaluation, especially in the prehospital setting, and utilize mechanism of injury, physiologic and/or anatomic considerations.
7. "Trauma Center Medical and Physician Services" are those medical and physician services which are customary, appropriate and necessary during the full period of acute inpatient hospital care. These services include medical diagnosis, treatment and care to be provided to "Critical Trauma Patients" and include, but are not limited to, the personnel, services, equipment and facilities outlined below.

C. STANDARD CONDITIONS

1. CONTRACT ADMINISTRATION

Alameda County Emergency Medical Services Agency shall be the CONTRACT Administrator in all matters pertaining to this Agreement and shall administer this Agreement on behalf of COUNTY. The CONTRACT Administrator or its designee(s) shall audit and inspect records, monitor CONTRACTOR'S services and provide other technical guidance as required. CONTRACTOR'S Chief Executive Officers or his/her designee shall administer this Agreement on behalf of CONTRACTOR.

2. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the COUNTY:

1. To define CONTRACTOR'S area of service
2. To develop, implement and monitor trauma care system policies and procedures
3. To develop and implement triage procedures which include injury severity assessment and the determination of patient destination and to monitor compliance wherewith
4. To develop, with input from CONTRACTOR, a process and appoint committee(s) to monitor, evaluate, and report on the necessity, quality, and level of trauma care services
5. To perform periodic announced or unannounced site visits to CONTRACTOR for purpose of monitoring contract performance and compliance. Site visits shall be conducted in accordance with reasonable guidelines established by COUNTY.
6. To maintain with input from CONTRACTOR a Trauma Registry and a Trauma Information System for the purpose of data collection, compliance monitoring of Trauma Centers and the evaluation of the Trauma Care System. The COUNTY shall submit to the CONTRACTOR estimated costs associated with revisions of the

Trauma Registry System no later than January of each calendar year and not to exceed 10% of existing trauma registry maintenance cost.

7. COUNTY makes no guarantees and cannot assure that any minimum number of Critical Trauma Patients will be delivered to CONTRACTOR during the term of this Agreement.

B. Responsibility of the CONTRACTOR

1. To provide Trauma Center services to all patients, regardless of their ability to pay. CONTRACTOR will provide instruction for adequate follow-up care for all Alameda county trauma patients for continuity of care. CONTRACTOR shall arrange for services for patients requiring a licensed rehabilitation center.
2. To provide physicians, surgeons, and other medical staff including nursing staff who possess that degree of learning and skill ordinarily possessed by reputable medical personnel practicing in the same or similar circumstances for the provision of Trauma Center medical services. CONTRACTOR will continuously monitor, maintain and upgrade where necessary the care, skill and diligence provided Critical Trauma Patients, so that each Critical Trauma Patient receives the kind of care, skill and diligence which meets or exceeds the County of Alameda Trauma Center Standards. The CONTRACTOR will maintain documentation of the process for monitoring and up-grading practitioner's skills.
3. To divert ambulances transporting Critical Trauma Patients intended for CONTRACTOR only in accordance with protocols and procedures adopted by the COUNTY.
4. To provide documentation, upon request of County for necessity of trauma diversion.
5. To assure that where specific individuals have been identified to assume responsibility for a component of the CONTRACTOR'S operation, said individuals have been permanently and formally appointed.
6. To develop and maintain telephone or on-site consultations for the community physicians and other providers regarding the immediate management of the care of Critical Trauma Patients.
7. To adhere to CONTRACTOR'S own standards, if greater than those of the COUNTY, for the purpose of complying with the scope of services, and to monitor the compliance of the Trauma Center with said standards. The CONTRACTOR'S standards shall reflect expectations of timely performance from all ancillary and surgical units of the Trauma Center.
8. To submit to the COUNTY upon request a plan of quality improvement. The documentation of the monitoring identified in this plan shall be available to the COUNTY upon request. This documentation must reflect the ongoing monitoring of the structure, process and outcome standards outlined in the scope of services.

9. To take corrective action where there is a failure to meet either the Trauma Center's own standards or COUNTY'S Trauma Center Standards, whichever are more stringent. The acceptable period of time to correct the deviation from the standard or standards shall be determined by the COUNTY. CONTRACTOR shall be notified by the COUNTY and given a specific time frame to correct the deviation. Failure to take timely action may result in penalties as outlined in Exhibit B and in breach of this Agreement.
10. To provide for an internal audit and evaluation of CONTRACTOR'S costs and revenues resulting from designation as a trauma center for the purpose of demonstrating CONTRACTOR'S net gain (if any) and or losses (if any).
11. To actively and cooperatively participate as a member of the COUNTY'S Trauma Audit Committee and other related committees as may be named and organized by the COUNTY.
    a. The hosting trauma center of the Bi – County Trauma Audit Committee meeting agrees to organize and provide a virtual meeting room and/or a conference room and food to participating professional members and visitors, including EMT's, paramedics, nurses, physician assistants, physicians, and others who may attend.
12. To provide annually or upon request a written report or plan for public education activities such as: formal presentations to civic, school, community and business organizations; preparation and distribution of written materials describing the trauma care system including its use and purpose; explanation including the location and purpose of trauma centers; safety promotion and injury prevention. The plan shall be reviewed by the COUNTY for consistency with trauma system goals.
13. To make all reasonable efforts for staff to attend education and training programs as may be reasonably requested by the COUNTY.
14. To submit to the COUNTY data of all trauma patients seen and/or discharged for the period identified by the COUNTY. This data shall be submitted to the COUNTY via electronic download on a pre-arranged date or time period in the second month following the month in which the patient was admitted. CONTRACTOR may request in writing a 30 day extension as need when volume exceeds available registry resource.
15. To submit to the National Trauma Database (NTDB) data of all trauma patients seen and/or discharged for the period identified by the COUNTY. This data shall be submitted to NTDB via electronic download. There is no cost to submit to NTDB for American College of Surgeons (ACS) Verified Trauma Centers.
16. CONTRACTOR agrees to participate in the American College of Surgeons (ACS) Trauma Quality Improvement Program (TQIP). CONTRACTOR will provide funds for TQIP annual fee.

17. At the discretion of CONTRACTOR with regard to subject matter and content and in partnership with Alameda County EMS, CONTRACTOR will provide trauma-related continuing education opportunities for Alameda County pre-hospital providers annually. It is the responsibility of the trauma center personnel to educate the local hospital personnel within each trauma center's catchment area to the proper procedure for emergent transfer of critical trauma patients. The prehospital care programs shall be approved by the COUNTY.
18. To establish and maintain an internal mechanism acceptable to COUNTY for ongoing fiscal accounting of CONTRACTOR'S trauma center operations to be submitted bi-annually upon request. Failure to comply will result in the penalty provision as outlined in Exhibit B.
19. CONTRACTOR agrees to provide access to records of patients transported by air medical services authorized by COUNTY to and from CONTRACTOR.
20. CONTRACTOR agrees to continue its participation with American College of Surgeons (ACS) reverification process every three years following initial verification. All ALCO Trauma Centers must maintain ACS verification to keep COUNTY EMS designation.
    - 20.1 CONTRACTOR will provide funds to ACS for reverification to occur every three years.
    - 20.2 CONTRACTOR agrees to correct all deficiencies as specified by the ACS, following the identification and documentation by the ACS during verification/reverification.
    - 20.3 CONTRACTOR agrees to share ACS results and recommendations with COUNTY EMS following verification/reverification in the form of official ACS report.
    - 20.4 CONTRACTOR agrees to advise COUNTY EMS on prioritized opportunities for improvement (OFI) chosen for pursuit and recommended by the ACS following verification/reverification. Actions taken by the CONTRACTOR to achieve selected OFI(s) shall be initiated within six months of receipt of official ACS verification/reverification report and at a minimum, complete at least one OFI by the next ACS reverification.
21. At no expense to CONTRACTOR, CONTRACTOR agrees to utilize the COUNTY's Reddinet communication system at all times.
22. CONTRACTOR agrees to continue its participation in the California Children's Services program.
23. CONTRACTOR agrees to establish in collaboration with the COUNTY a process to obtain autopsy information and provide funds if needed for said service.
24. CONTRACTOR agrees to allow representation from the COUNTY to attend internal Trauma Quality Improvement meetings, including but not limited to: Morbidity & Mortality, Advisory, Multidisciplinary and Systems.

25. The data and reports specified in this agreement shall be provided to the EMS Agency in the timeline and manner defined, until such time as a Bidirectional Healthcare Data Exchange (BHDE) network is established between the COUNTY and CONTRACTOR.

25.1 CONTRACTOR shall maintain in collaboration with COUNTY EMS during the TERM of this Agreement a Bidirectional Healthcare Data Exchange (BHDE).

25.2 The CONTRACTOR and COUNTY EMS will collaborate and agree in the design, and implementation of the BHDE on an agreed upon timeframe.

25.3 The development of the BHDE shall address the CONTRACTOR's information security standards.

25.4 The cost to establish the BHDE network between the COUNTY and the CONTRACTOR shall be fairly shared by apportionment as agreed upon by both parties.

25.5 When BHDE details are finalized, Agreement will be amended to add agreed terms as an appendix to this Agreement.

25.6 The BHDE network established between the COUNTY and the CONTRACTOR must be interoperable with other data systems, including the functionality to exchange electronic patient health information in real-time with other entities in an HL7 format.

25.7 The BHDE network is expected to address the following components (with details to be agreed by the parties):

25.7.1 Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making;

25.7.2 Alert the receiving hospital regarding the patient's status directly onto a dashboard in the emergency department to provide decision support;

25.7.3 File the EMS Patient Care Report data directly into the patient's electronic health record for timely and longitudinal patient care documentation;

25.7.4 Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in ensuring timely provider feedback and enhanced quality improvement strategies for the County EMS system.

25.8 Any access to, or exchange of, individually identifiable health information or protected health information shall comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HiTECH).

26. CONTRACTOR shall have collaborative interaction with COUNTY sub-contracted hospital based violence prevention program regarding operational oversight and management of patient services /resources provided.

27. CONTRACTOR in collaboration with COUNTY shall provide a cost-free virtual option for continuing education (CE) for Alameda

County prehospital providers (EMTs and Paramedics) as part of the annual county Trauma Symposium.

28. CONTRACTOR shall provide in house the necessary services to care for victims of sexual assault in accordance with CONTRACTOR'S scope of service for the Center for Child Protection including but not limited to forensic examination, appropriate medical treatment, and other services as needed.
29. CONTRACTOR shall refer trauma patients of violent crime to the California Victim Compensation Board (CalVCB). This referral shall be facilitated by the Trauma Center designee.
30. CONTRACTOR shall work collaboratively with COUNTY EMS during the term of this agreement to develop strategies to ensure all patients at hospital discharge have timely access to newly prescribed medication(s), and patient's pharmacy of record or request is confirmed.

3. DESIGNATION OF ADDITIONAL TRAUMA CENTERS

If additional Trauma Center(s) are recommended, only provisional designation will be granted by COUNTY EMS until the additional Trauma Center(s) in question achieves Level 1 or Level 2 ACS verification status, which is a prerequisite to be permanently designated by COUNTY EMS. All ALCO Trauma Centers, existing or future, must maintain ACS verification to maintain COUNTY EMS designation.

4. NOTICE

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

COUNTY
Emergency Medical Services District
Contract Administrator
1000 San Leandro Blvd., Ste 200
San Leandro, CA 94577
Cc: General Counsel

CONTRACTOR
Jodi Hirsch
Vice President for Legal Affairs
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland
747 52nd Street, Oakland, CA 94609

Jodi.hirsch@ucsf.edu

With a copy to:
Ann Kriozere
Director of Contracting
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609
Ann.kriozere@ucsf.edu

5. INDEPENDENT CONTRACTOR

Direct operation of the facility or facilities utilized in the provision of the services described herein shall be the responsibility of the CONTRACTOR. CONTRACTOR'S status, as well as the status of its officers, agents, employees, and subcontractors including its professional and nonprofessional staff personnel in the performance of services under this Agreement shall be in an independent capacity and not as officers, employees, or agents of the COUNTY. As an agreement by and between two independent contractors, therefore, no relationship of agent, servant, employee, partnership, joint venture, or association is created or intended to be created hereby.

In no event is CONTRACTOR, its officers, employees, agents or subcontractors entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, workers compensation benefits, sick leave, or vacation leave.

6. CONTRACTOR EMPLOYEES AND EQUIPMENT

CONTRACTOR agrees that CONTRACTOR has secured or will secure at CONTRACTOR'S sole expense all persons, employees, supplies, equipment and facilities needed to perform the services required under this Agreement and that all such services will be performed by CONTRACTOR, or under CONTRACTOR'S supervision, by persons authorized by CONTRACTOR to perform such services. However the status of the physicians on the medical staff of CONTRACTOR shall be that of independent contractor as between the CONTRACTOR and such physicians. Failure of CONTRACTOR to fulfill this requirement will result in the withholding of any or all trauma subsidy, until the deficits are corrected and approved by COUNTY.

7. ASSIGNABILITY

CONTRACTOR shall not delegate its duties and responsibilities or assign its rights hereunder, or both either in whole or in part, without the prior written consent of COUNTY.

This provision shall not be applicable to service agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for supplies, or technical support.

8. RESPONSIBILITY FOR COSTS

a. COUNTY shall not be liable for any costs or expenses incurred by CONTRACTOR to satisfy its responsibilities under this Agreement.
b. COUNTY has determined the amount of subsidy to be paid by COUNTY to CONTRACTOR for the operation of the trauma center as stated in Exhibit B.
c. Regardless of need, any or all of the subsidy will be withheld or forfeited at the discretion of the COUNTY if CONTRACTOR is not in full compliance with the Alameda County Standards for Trauma Centers, as outlined in the scope of services Exhibit A-1. Full compliance shall be defined as no deficiencies in the essential categories as outlined in the scope of services Exhibit A-1.
d. Penalties will be deducted from subsidy to the CONTRACTOR for Level I, II, and III deficiencies as outlined in Exhibit B, Section 5, and also in the event:

    1. CONTRACTOR does not maintain standards in all essential (E) categories as outlined in the scope of services.
    2. CONTRACTOR does not provide the trauma registry data as provided in the scope of services.
    3. CONTRACTOR is unable to document monitoring efforts as defined in scope of services.
    4. CONTRACTOR does not provide ongoing fiscal accounting of CONTRACTOR'S trauma center operations per Section 2. B. 16.
    5. CONTRACTOR does not provide any other reports received/requested by COUNTY as defined in scope of service.

9. CONFORMANCE WITH RULES AND REGULATIONS

CONTRACTOR shall comply with applicable Federal, State, County and local rules and regulations, ordinances, policies and procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures, and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to Chapter 6, Article 2.5 of the California Health and Safety Code (commencing with Section 1798.160 et seq) and the regulations promulgated as Title 22, California Administrative Code, Division 9, Chapter 7, and California Evidence Code Section 1157.7.

CONTRACTOR shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

10. MAINTENANCE OF RECORDS

CONTRACTOR shall maintain or cause to be maintained patient care, total hospital and physician charge and cost data for each Critical Trauma Patient, in such a fashion as to be able to separately identify Critical Trauma Patients from all other patients. All administrative records under this Agreement shall be maintained by the CONTRACTOR for a minimum of five (5) years after the termination date of the Agreement for COUNTY inspection.

11. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS

Federal and State representatives as required by law or COUNTY representatives shall have the right to monitor, assess and evaluate CONTRACTOR'S performance pursuant to this Agreement. Said monitoring, assessments or evaluations shall include but not be limited to audits, inspection of premises, review of reports, review of patient records and interviews of CONTRACTOR'S staff and trauma program participants. However, the records and proceedings of CONTRACTOR'S committee(s) under Section 1157 of the Evidence code shall not be available to COUNTY for monitoring or assessment purposes except in accordance with law. At any time during normal business hours and as often as COUNTY may deem necessary, CONTRACTOR shall make available to COUNTY, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit COUNTY, State or Federal officials to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding patients receiving services, and other data relating to all matters covered by this Agreement.

12. REPORTS

CONTRACTOR shall submit reasonable reports and materials on its service according to this Agreement as requested by the COUNTY Contract Administrator, as necessary to comply with applicable Federal, State, and local laws and regulations, and COUNTY policies. Format for the content of such reports will be developed by the COUNTY. Due dates for submission of various reports and other materials will be set by the COUNTY with concurrence of CONTRACTOR. The timely submission of reports and materials is a necessary and material term and condition of this Agreement, and CONTRACTOR agrees that failure to meet a specified deadline for submission of reports or materials will be sufficient cause for termination of this Agreement. COUNTY agrees not to release any data that may identify the CONTRACTOR as the trauma care provider, without the consent of the CONTRACTOR.

13. EVALUATION STUDIES

CONTRACTOR will participate as requested by the COUNTY in reasonable research and/or evaluation studies designed to show the effectiveness of CONTRACTOR services or to provide information about CONTRACTOR'S services to Critical Trauma Patients as necessary to comply with Federal, State, and local laws and regulations, COUNTY policies. The CONTRACTOR is expected to support clinical research as a condition of Trauma Center designation.

14. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIALS

CONTRACTOR agrees to meet with all other designated Trauma Centers to establish guidelines concerning the publication and use of data relating to the Trauma Care System and any other designated Trauma Center. COUNTY shall acknowledge CONTRACTOR'S contribution, and CONTRACTOR shall acknowledge COUNTY'S contribution in any materials published or issued as a result of this Agreement. COUNTY agrees not to publish information that would be identifiable to a specific trauma center, without the consent of the CONTRACTOR. CONTRACTOR shall allow the use of provided data for IRB approved clinical research without hospital or patient identifiers.

15. MUTUAL COOPERATION

It is agreed that mutual cooperation and not competition between each of the designated trauma centers is vital to providing optimal medical care under the trauma care system.

16. TERMINATION FOR CAUSE: NOTICE AND OPPORTUNITY TO CURE

Prior to the exercise of any termination for cause under this paragraph by County, COUNTY shall give CONTRACTOR a written notice specifying all deficiencies, requiring correction of all deficiencies, the grounds for termination, and its intent to terminate in respect thereof. Correction of deficiencies must be completed in order of severity of deficiencies as specified in Exhibit A-1. At COUNTY'S discretion, CONTRACTOR may be provided a correction period and an opportunity to cure deficiencies specified by the COUNTY within a time interval specified by the COUNTY. Any period of correction may be shortened or lengthened by COUNTY in consideration of public health or safety. Notwithstanding this notice provision, the penalty provisions of this agreement may be enforced for any time period of deficiencies, including retroactively.

COUNTY shall have the right to terminate this Agreement for cause by giving not less than seven days written notice specifying the effective date thereof. Cause for termination shall include but not be limited to:

a. A material failure of CONTRACTOR to comply with the terms of this Agreement which affects CONTRACTOR'S ability to provide care to trauma victims or which affects COUNTY'S ability to administer the Trauma Care System in the County of Alameda;

b. Failure to provide timely surgical and non-surgical physician coverage for trauma patients, causing unnecessary risk of mortality and morbidity for the trauma patient;

c. Submission by CONTRACTOR to the COUNTY or appropriate departments of the County or State or reports or information that are incorrect or incomplete in any material respect;

d. Failure to comply with Federal, State, and County statutes, regulations and ordinances or failure to comply with COUNTY EMS policies and procedures which are related to the obligations of CONTRACTOR under this Agreement; per Title 22. Social Security, Division 9. Prehospital Emergency Medical Services, Chapter 7 Trauma Care System, 22 California Code of Regulations section 100259 for the following breaches of the following section, Trauma Designation will be lowered to the next lowest designation and provide cause for termination :

1. 100259 (a) (8) (A
2. 100259 (a) (8) (B) 1 and 5
3. 100259 (a) (9) (A)
4. 100259 (a) (9) (B)
5. 100259 (a) (9) (C)
6. 100259 (b) (1) (A) and (B)
7. 100259 (b) (2) (A) and (B)
8. 100259 (b) (3) (A) and (B)

e. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies related to the services provided by the hospital, or loss or suspension of accreditation by the Joint Commission on Accreditation of Health Care Organization also known as the “Joint Commission”;

f. Failure to comply with established procedures in regard to COUNTY’S monitoring of CONTRACTOR’S trauma care services;

g. Failure to cooperate with quality assurance and audit findings and resulting recommendations of the COUNTY;

h. Gross misrepresentation or fraud by CONTRACTOR, its employees, officers, agents or sub hospitals with respect to this agreement;

i. Failure to remedy recurring equipment malfunction, physician, nursing and other staff shortages, staff response delays or facility problems which may be or are cause for CONTRACTOR to divert ambulances transporting Critical Trauma Patients intended for CONTRACTOR.

j. Failure of CONTRACTOR to at a minimum maintain current American College of Surgeons (ACS) Committee on Trauma (COT) verification status of Pediatric Level I .

17. BUSINESS ASSOCIATE AGREEMENT

The parties entered into a Master Agreement on July 1, 1993, ("Agreement") which Agreement includes and incorporates by reference a Business Associate Agreement ("BAA") that becomes operative when one party access, uses or discloses Protected Health Information ("PHI") [as defined in 45 CFR Part 160 and Part 164, Subparts A and E] for purposes other than treatment or payment. To the extent this contract requires the access, use and/or disclosure of PHI for purposes other than treatment or payment, the provisions of the BAA shall apply and control. To the extent this contract does not involve access, use, or disclosure of PHI, the BAA does not apply, as well as any access, use or disclosure of PHI that would be considered de minimis.

EXHIBIT A-1
Children's Hospital & Research Center at Oakland
d/b/a UCSF Benioff Children's Hospital Oakland (BCH Oakland)
PEDIATRIC TRAUMA CENTER AGREEMENT

I = Level I deficiency
II = Level II deficiency
III = level III deficiency
X = No penalty

The following standards have been adopted from the California Code and Regulations, Title 22, Division 9, Chapter 7, Trauma Care System. The State regulations provide for six levels of trauma center standards. Currently there exists one Level II Adult, one Level I Adult and one Level I Pediatric trauma centers in Alameda County. Level III and Level IV standards are too low to meet the needs of Alameda County. Additional local standards have been added to the State standards. These additional local standards are noted with the asterisk. "E" means essential and "D" means desirable.

E — 1. A Level I pediatric trauma center is a licensed hospital, which has been designated as a Level I pediatric trauma center by the local EMS agency. A Level I pediatric trauma center shall have at least the following:

E – I (all of the below standards a., 1-11) — a. A pediatric trauma program medical director who is a board certified surgeon with experience in pediatric trauma care), whose responsibilities include, but are not limited to, factors that affect all aspects of pediatric trauma care such as:

E — 1. Recommending pediatric trauma team physician privilege;
E — 2. Working with nursing administration to support the needs of pediatric trauma patients;
E — 3. Developing pediatric trauma treatment protocols;
E — 4. Determining appropriate equipment and supplies for pediatric trauma care;
E — 5. Ensuring the development of policies and procedures to manage domestic violence, child abuse and neglect;
E — 6. Having authority and accountability for the pediatric quality improvement peer review process;
E — 7. Correcting deficiencies in pediatric trauma care or excluding from trauma call those trauma team members who no longer meet standards;
E — 8. Coordinating pediatric trauma care with other hospital and professional services;
E — 9. Coordinating with local and State EMS agencies;
E — 10. Assisting in the coordination of the budgetary process for the trauma program; and
E — 11. Identifying representatives from neurosurgery, orthopedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who have pediatric trauma care experience and who are qualified to be members of the pediatric trauma program.

2. Surgeons involved in the trauma service shall have:
E - II — a. Board Certification in General Surgery within three years of completion of residency/fellowship;

E – I (all of the below standards a-c) 3. The Pediatric trauma program shall have a trauma nurse coordinator/manager who is a registered nurse (RN) with qualifications including evidence of educational preparation and clinical experience in the care of pediatric trauma patients, administrative ability, and responsibilities that include but are not limited to factors that affect all aspects of pediatric trauma care, including:

E a. Organizing services and systems necessary for the multidisciplinary approach to the care of the injured child;

E b. Coordinating day-to-day clinical process and performance improvement as it pertains to pediatric trauma nursing and ancillary personnel; and

E c. Collaborating with the pediatric trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the pediatric trauma program.

E* - I 4. Trauma resuscitation nurses shall be in-house 24 hours per day. Nurses involved in trauma resuscitation shall have:

E* - III a. Current PALS certification; and

E* - III b. Current Trauma Nurse Core Curriculum (TNCC) verification

E - I 5. A pediatric trauma service, which can provide for the implementation of the requirements specified in this Section and provide for coordination with the local EMS agency.

E - I 6. A pediatric trauma team, which is a multidisciplinary team responsible for the initial resuscitation and management of the pediatric trauma patient. Pediatric trauma team leader shall be a surgeon with pediatric trauma experience as defined by the trauma program medical director

E - I a. Remainder of the team shall include physician, nursing and support personnel in sufficient numbers to evaluate, resuscitate, treat and stabilize pediatric trauma patient

E – I (all of the standards below a-h) 7. Department ((s) division (s), service(s) or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists with pediatric experience:

a. Neurologic;
b. Obstetric/gynecologic (will be dictated by EMTALA, this surgical service may be provided through a written transfer agreement with an adult trauma center);
c. Ophthalmologic;
d Oral or maxillofacial or head and neck;
e Orthopedic;
f. Plastic;
g. Urologic; and
h. Microsurgery/reimplantation (may be provided through a written transfer agreement with a hospital that has a department, division, service, or section that provides this service).

E* - I (all of the 8. Department(s) division(s), service(s), or section(s) that include

standards below a-p)

at least the following specialties, which are staffed by qualified specialists with pediatric experiences, promptly available within one hour:

a. Anesthesiology;
b. Cardiology;
c. Critical Care;
d. Emergency Medicine;
e. Gastroenterology;
f. General pediatrics;
g. Hematology/Oncology;
h. Infectious Disease;
i. Neonatology;
j. Nephrology;
k. Neurology;
l. Pathology;
m. Psychiatry;
n. Pulmonology;
o. Radiology; and
p. Rehabilitation/physical medicine (this requirement may be provided through a written agreement with a pediatric rehabilitation center).

E - I

9. An emergency department, division, service or section staffed with qualified specialists in emergency medicine with pediatric trauma experience, who are immediately available.

E - I

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

E* - I (all of the standards Below a-f)

a. Pediatric surgeon capable of evaluating and treating pediatric trauma patients shall be immediately available at all times for trauma team activation and promptly available for consultation. This requirement may be fulfilled by:

E – I (all of the standards below, 1-3, a-c)

1. A staff pediatric surgeon with experience in pediatric trauma care; or

3. A senior general surgical resident who has completed at least three clinical years of surgical residency training. When a senior resident is the responsible surgeon:

a. Senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care; and
b. Staff pediatric surgeon with experience in pediatric trauma care or a staff trauma surgeon with experience in pediatric trauma care shall be on-call and promptly available; and
c. Staff pediatric surgeon or a staff surgeon with experience in pediatric trauma care shall participate in major therapeutic decision, be advised of all pediatric trauma patient admissions and be present in the emergency department for major

resuscitations and in the operating room for all trauma operative procedures.

E* - I (all of the standards 1-8)

b. On-call and promptly available according to ACS requirements when , called from inside or outside hospital with pediatric experience:

1 Neurologic;
2 Obstetric/gynecologic (this surgical service may be provided through a written transfer agreement with an adult trauma center);
3 Ophthalmologic;
4 Oral or maxillofacial or head and neck;
5 Orthopedic;
6 Plastic;
7 Reimplantation, microsurgery capability; this surgical service may be provided through a written transfer agreement; and
8 Urologic.

E – I (all of the standards below 1-3)

c. Requirements may be fulfilled by supervised senior residents as defined in Section 100245 of this Chapter who are capable of assessing emergent situations in their respective specialties may fulfill requirements. When a senior resident is the responsible surgeon:

E 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;

E 2. A staff trauma surgeon or a staff surgeon with experience in trauma care shall be on-call and promptly available;

E 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 in the operating room for all trauma operative procedures.

E – I (all standards below, 1-3)

d. Available for consultations and/or consultation and transfer (and available to establish transfer agreements) for pediatric trauma patients requiring the following surgical services:

1 Burns: This requirement may be provided through a written transfer agreement with a pediatric burn center
2 Cardiothoracic; and
3 Spinal cord injury

E* - I

e. On call anesthesiologists and surgeons while on first call to the Trauma hospital are to be dedicated exclusively to that facility.

f. CONTRACTOR shall ensure that neurosurgical services are covered 24 hours a day, every day of the year.

E – I

11. Qualified non-surgical specialist(s) or specialty availability which

shall be available as follows:

E – I

a. Emergency medicine, in-house and immediately available at all times. A qualified specialist in pediatric emergency medicine or a qualified specialist in emergency medicine with pediatric experience, or a subspecialty resident in pediatric emergency medicine that has completed at least a subspecialty residency education in pediatric emergency medicine may fulfill this requirement. 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 or pediatric emergency medicine shall not be required by the local EMS agency to complete an advanced trauma life support 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. When a senior resident is the responsible emergency physician in house:

1. A qualified specialist in pediatric emergency medicine, or emergency medicine with pediatric experience shall be promptly available; and
2. The qualified specialist on-call shall be notified of all patients who require resuscitation, operative surgical intervention, or intensive care unit admission.

E* -

b. The Designated Medical Director shall be

E* - I

i. Board certified by the American Board of Emergency Medicine;

E* - III

ii. Engaged in full time practice (at least 12 clinical hours per week) in emergency medicine at the trauma center hospital;

E* - III

iii. Currently PALS certified.

E* - III

c. The physician personnel shall be:

E*

i. Diplomats of the American Board of Emergency Medicine or possess the following qualifications:

E

1. Two (2) years postgraduate training in emergency medicine;

E

2. PG3 or PG4 in training program in emergency medicine; and

E*

3. Current PALS certification.

E* - III (all of the standards below, 1, 2)

d. The Nursing personnel shall be:

1 Designated clinical supervisor

2. Current PALS certification; and

3. Current Trauma Nurse Core Curriculum (TNCC) verification

E*

ii. Staff nurses

1. Current PALS certification
2. Current TNCC verifications
3. Minimum of three RNs on duty 24 hours/day

12. The Facility shall have:

E* - I — a. Designated trauma resuscitation area, physically separated from other patient areas, of adequate size to accommodate multi-system injured patients and equipment

D* - X — b. Helicopter landing site; and an identified alternate site in the event that the primary site is out of service

E* — c. Designated private control elevator, where necessary, for immediate access between trauma resuscitation area and:

E* - X — i. Helicopter landing site (if applicable)

E* - I — ii. Operating suite

E – I — 13. Anesthesiology: Level I 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 a senior resident or certified registered nurse anesthetist with pediatric experience who is capable of assessing emergent situations in pediatric trauma patients and of providing any indicated treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist with pediatric experience on-call shall be advised about the patient, be promptly available at all times, and be present for all operations.

E - I — 14. Radiology, promptly available; and

E – I (all of the standards below a-j) — 15. On-call and promptly available qualified specialists with pediatric experience

E — a. adolescent medicine;

E — b. child development;

E — c. genetics dysmorphology;

E — d. neuroradiology;

E — e. obstetrics (will be dictated by EMTALA);

E — f. pediatric allergy and immunology;

E — g. pediatric dentistry;

E — h. pediatric endocrinology;

E — i. pediatric pulmonology; and

E — j. rehabilitation/physical medicine.

E – I (all of the standards below a-d, 1-2) — 16. pediatric critical care, in-house and immediately available. The in-house requirement may be fulfilled by:

a. A qualified specialist in pediatric critical care medicine;

b. A qualified specialist in anesthesiology with experience in pediatric critical care;

c. A qualified surgeon with experience in pediatric critical care; or

d. A physician who has completed at least two years of residency in pediatrics. When a senior resident is the responsible pediatric critical care physician, the:

i. A qualified specialist in pediatric critical care medicine, or a qualified specialist in anesthesiology with experience in pediatric critical care, shall be on-call and promptly available; and

ii. The qualified specialist on-call shall be advised about all patients who may require admission to the pediatric intensive care unit and shall participate in all major therapeutic decision and interventions.

E – I (all of the standards below a-k)

17. Qualified specialists with pediatric experience shall be on call and promptly available:

a. General pediatrics;
b. Mental health;
c. Neonatology;
d. Pediatric nephrology;
e. Pathology;
f. Pediatric cardiology;
g. Pediatric gastroenterology;
h. Pediatric hematology/oncology;
i. Pediatric infectious disease;
j. Pediatric neurology;
k. Pediatric radiology;
l. Pediatric pulmonology.

18. In addition to licensure requirements, pediatric trauma centers shall have the following service capabilities:

E – I (all of the standards below 1-4)

a. Radiological Service: The radiological service shall have an in-house and immediately available radiological technician capable of performing plain film and computed tomography imaging. A second technician will be promptly available in less than 30 minutes for angiography and CT. A radiological service shall have the following additional services promptly available for children:

E — i. Angiography;
E — ii. Ultrasound;
E* — iii. Maintain a written back-up plan for a second CT scanner and or a written agreement with another hospital in which neurosurgical procedures can be performed if necessary;
E* — iv. Maintain protocols regarding staffing equipment and documentation of transport.

b. Clinical Laboratory Service: A clinical laboratory service shall have:

E - I — i. A comprehensive blood bank or access to a community central blood bank and;
ii. Clinical laboratory services immediately available with microsampling capability.

E - I (all of standards below 1-3)

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

i. An operating (trauma) room adequately staffed in-house and immediately available at all times;
ii. A second operating room staffed and available within 30 minutes should the first operating room be occupied; and
iii. Appropriate surgical equipment and supplies as determined by the pediatric trauma program medical director.

E - I d. Post anesthetic Recovery Room (PAR): Surgical Intensive Care Unit is acceptable. Shall meet the requirements of California Code of Regulations, Title XXII, Division 9, Chapter 7, Section 100255, et.seq.

E - I i. Registered nurses and other essential personnel available 24 hours/day

E ii. Nursing personnel

E - III 1. Designated Clinical Supervisor

E* a. Current PALS certification

E* - 2.Staff Nurses

E* - III a. Current PALS certification

E - I 3. Nursing services that are staffed by qualified licensed nurses with education, experience and demonstrated clinic competence in the care of critically ill and injured children.

19. A Level I pediatric trauma center shall have a basic or comprehensive emergency service that has special permits issued pursuant to Chapter 1, Division 5 of Title 22. The emergency service shall:

E - I a. Designate an emergency physician to be a member of the pediatric trauma team;

E - I b. Provide emergency medical services to adult and pediatric patients;

E - I c. Have appropriate pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director.

20. In addition to the special permit licensing services, a pediatric trauma center shall have, pursuant to Section 70301 of Chapter1, Division 5 of Title 22 of the California Code of Regulations, the following approved supplemental services:

E- I a. Burn Center: This service may be provided through a written transfer agreement with a burn center;

E - I b. Physical therapy service: Physical therapy services to include personnel trained in pediatric physical therapy and equipped for acute care of the critically injured child;

E - I c. Rehabilitation center: rehabilitation services to include personnel trained in rehabilitation care and equipped for acute care of the critically injured patient. These services

may be provided through a written transfer agreement with a rehabilitation center;

E* - I — d. Pharmacy: In-house, 24 hours availability with pharmacist on-call and available.

E - I — e. Respiratory Care Service: Respiratory care services to include personnel trained in respiratory therapy and equipped for acute care of the critically injured patient.

E - I — f. Acute continuous CVVH or CRRT capability.

E- I — g. Occupational Therapy Service: Occupational therapy services to include personnel trained in pediatric occupational therapy and equipped for acute care of the critically injured child.

E - I — h. Speech Therapy Service: Speech therapy services to include personnel trained in pediatric speech therapy and equipped for acute care of the critically injured child.

E - I — i. Social services capability.

E* - I — j. Nutrition services capability.

21. A trauma center shall have the following services or programs that do not require a license or special permit:

E – I (all of below standards 1-3) — a. A Pediatric Intensive Care Unit (PICU) approved by the California State Department of Health Services, California Children Services (CCS).

i. The PICU shall have appropriate equipment and supplies as determined by the physician responsible for the pediatric intensive care service and the pediatric trauma program medical director

E — ii. The pediatric intensive care specialist shall be promptly available to care for trauma patients in the intensive care unit; and

E — iii. The qualified specialist in (2) above shall be a member of the trauma team.

E — b. Nursing Personnel

E - I — i. Designated clinical supervisor with trauma nursing experience.

E*- III — 1. Current PALS certification

E*	ii. Staff Nurses
E* - III	1. Current PALS certification
E - I	c. Acute Spinal Cord Injury management capability: This service may be provided through a written transfer agreement with a Rehabilitation Center.
E - I	d. Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code.
E – I (all of below standard 1-3)	e. An Outreach Program to include:
E	i. Capacity to provide both telephone on-site consultations with physicians in the community and outlying areas;
E	ii. Trauma prevention for the general public;
E	iii. Public education and illness/injury prevention education;
E* - I	f. Designated manager with injury prevention program experience;
E - I	g. Written interfacility transfer agreements with referring and specialty hospitals;
E - III	h. Continuing education will be provided as set forth in Exhibit A Section 2. B. 17: At the discretion of CONTRACTOR with regard to subject matter and content and in partnership with Alameda county EMS, CONTRACTOR will provide trauma-related continuing education opportunities for Alameda County pre-hospital providers annually. It is the responsibility of the trauma center personnel to educate the local hospital personnel within each trauma center's catchment area to the proper procedure for emergent transfer of critical trauma patients. The prehospital care programs shall be approved by the COUNTY.
E - III	i. In addition to special permit licensing services, pediatric trauma center shall have:
E - III	i. Outreach and injury prevention programs specifically related to pediatric trauma and injury prevention;
E - III	ii. A suspected child abuse and neglect team, (Center for Child Protection (CCP); and

E - III iii. Aeromedical transport plan with designated landing site and an identified alternate site in the event that the primary site is out of service;

E - III iv. Child Life program

E. 22. Quality Improvement

Trauma centers of all levels 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 a detailed audit of all trauma-related deaths, major complications and transfers (including interfacility transfers):

a. Medical and nursing care evaluation, including:

E* - I (all of the standards below, 1-5) i. Written plan of quality improvement including the monitoring of standards:

a. Structure
b. Process
c. Outcome

E* ii. A multidisciplinary trauma peer review committee that includes all members of the trauma team held monthly;

E* iii. Medical records review, utilization review, issue review of trauma cases;

E* iv. Clinical trauma nursing audit;

E* v. Cost effectiveness of trauma care.

E* - I b. Participation in the trauma system data management system;

E - II c. Participation in the local EMS agency trauma evaluation committee;

E* - II d. Disaster planning and rehearsal;

E* - II e. Regional trauma committee, if required by EMS;

E* - II f. Regional trauma system evaluation, if required by EMS;

E* - II g. Special audit of triage appropriateness, if required by EMS;

E* - II h. Special audit of the cost of trauma by diagnosis and payer mix, if required by EMS

E* - II i. Trauma center administrative meetings;

E - II j. Each trauma center shall have a 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;

E - II k. Following of applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.

E – I (all of standards below a-d) 23. Interfacility transfer of trauma patients

E a. Patients may be transferred between and from trauma centers providing that:

E i. Any transfer shall be, as determined by the trauma center surgeon of record, medically prudent; and

E ii. In accordance with local EMS agency interfacility transfer policies.

b. EMTALA shall dictate Hospital's criteria for consultation and transfer of patients needing a higher level of care.

E c. Hospitals that have repatriated trauma patients from a designated trauma center shall provide the information required by the system trauma registry, as specified by local EMS agency policies, to the transferring trauma center for inclusion in the system trauma registry.

E d. Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients who have been transferred.

E-1 24. Additional Level I Pediatric Trauma Criteria: In addition to the above requirements, a Level I pediatric trauma center shall have:

E a. A pediatric trauma program medical director who is a board-certified pediatric surgeon, whose responsibilities include, but are not limited to, factors that affect all aspects of pediatric trauma care.

E-I (all standards 1-5 below) b. Additional qualified pediatric surgical specialists or specialty availability on-call and promptly available:

i. Cardiothoracic;
ii. Pediatric neurologic;
iii. Pediatric ophthalmologic;
iv. Pediatric oral or maxillofacial or head and neck; and
v. Pediatric orthopedic,

E-I (all standards 1-3 below) c. A surgical service that has at least the following:

i. Operating staff that are immediately available unless operating on trauma patients and back-up personnel who are promptly available.
ii. Cardiopulmonary bypass equipment; and
iii. Operating microscope.

E-I (all standards 1-8 below) d. Additional qualified pediatric non-surgical specialists or specialty availability on-call and promptly available:

i. Pediatric anesthesiology;
ii. Pediatric emergency medicine;
iii. Pediatric gastroenterology;
iv. Pediatric infectious disease;
v. Pediatric nephrology;
vi. Pediatric neurology;
vii. Pediatric pulmonology; and
viii. Pediatric radiology.

E-I e. The qualified pediatric PICU specialist shall be immediately available, advised about all patients who may require admission to

	the PICU, and shall participate in all major therapeutic decisions and interventions;
E-I	f. Anesthesiology shall be immediately available. This requirement may be fulfilled by a senior resident or certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and providing treatment and are supervised by the staff anesthesiologist.
E-III	g. Pediatric trauma research program.
E-III	h. Maintain an education rotation with an ACGME approved and affiliated surgical residency program.

Note: Authority cited: Sections 1797.107 and 1798.161, Health and Safety Code.
Reference: Sections 1798.161 and 1798.165, Health and Safety Code.

EXHIBIT B

CHILDREN'S HOSPITAL & RESEARCH CENTER AT OAKLAND d/b/a UCSF BENIOFF CHILDREN'S HOSPITAL OAKLAND (BCH Oakland)
PEDIATRIC TRAUMA SUBSIDY

PAYMENT TERMS

1. COUNTY will provide a trauma subsidy for fiscal years 2024-2025, 2025-2026, and 2026-2027 in the amount of _$5,947,440__ based on identified trauma specific costs outlined in the annually submitted budget. Monthly/Quarterly invoices shall be submitted using required EMS Invoice. Trauma subsidy shall be payable in monthly or quarterly increments on receipt and approval of invoice by County EMS Contract Administrator. All invoices shall be submitted 90 days after service rendered quarterly. Invoices submitted after 90 days of services rendered quarterly shall be considered untimely and shall be ineligible for payment.

2. County trauma subsidy payment shall be subject to CHO's full compliance with State and Alameda County Trauma Centers Standards as specified in Exhibit A-1.

   - Full compliance shall be defined as no deficiencies in standards identified in Exhibit A-1 and CONTRACTOR'S trauma registry data and zone audit trauma committee reports submitted to COUNTY.

   - Non-compliance shall be defined as one or more deficiencies in the standards identified in Exhibit A-1 or CONTRACTOR'S trauma registry data and zone audit trauma committee reports submitted to COUNTY.

3. Written notification of non-compliance shall be provided by Emergency Medical Services on determination that CONTRACTOR is out of compliance. CONTRACTOR shall submit a compliance plan of action and correct all deficiencies within the time interval specified by COUNTY below in section 5. Any penalties imposed shall be deducted from the first months of the fiscal year following the determined non-compliance. If penalties are imposed during the last fiscal year of the contract, penalties shall be deducted from subsidy at the time of their assessment. CONTRACTOR agrees that if any penalty fees remain outstanding at the expiration of this contract, CONTRACTOR shall pay COUNTY such penalty fees within six months of their assessment.

4. Penalties will be deducted from subsidy to the CONTRACTOR in the event:

   1) CONTRACTOR does not maintain standards in all essential (E) categories as outlined in the scope of services.
   2) CONTRACTOR does not provide the trauma registry data as provided in the scope of services.

3) CONTRACTOR is unable to document monitoring efforts as defined in scope of services.
4) CONTRACTOR does not provide ongoing fiscal accounting of CONTRACTOR'S trauma center operations.
5) CONTRACTOR does not provide any other reports received/requested by COUNTY as defined in scope of service

5. The following penalties may be imposed for non-compliance:

Level I:

These deficiencies indicate real or imminent risks to patient care. Failure to provide service and/or appropriate personnel will result in immediate notice of deficiency. Deficiencies must be corrected within 48 hours of notifications. COUNTY may terminate agreement as specified in Exhibit A. COUNTY, after consultation by the EMS Medical Director or County Health Officer, may determine that patients be diverted to alternative facilities until deficiencies are corrected. The penalty for these deficiencies shall be 1/365 (one three hundred and sixty-fifth) of the total annual subsidy provided by COUNTY to CONTRACTOR for each day the deficiency goes uncorrected. Level I deficiencies are indicated by the placement of "I" adjacent to the relevant standard in Exhibit A-1.

Level II:

These deficiencies indicate the failure of contractor to provide personnel or services important to the delivery of clinical services; however, these deficiencies do not represent imminent risks to patient care. These deficiencies must be corrected within 30 days of notification. The penalty for these deficiencies shall be $100 per day for each day that the penalty goes uncorrected. Level II deficiencies are indicated by the placement of "II" to the adjacent standard in Exhibit A-1.

Level III:

These deficiencies indicate serious programmatic omissions that indirectly detract from the expeditious delivery of patient care, but in themselves, do not represent direct risk to patient. These deficiencies must be corrected within 60 days of notification. The penalty for the deficiencies shall be $500 per occurrence. Level III deficiencies are indicated by the placement of "III" adjacent to the relevant standard in Exhibit A-1.

6. CONTRACTOR may file a written request for an exemption from any penalty imposed by COUNTY within 48 hours of notification of penalty to CONTRACTOR by COUNTY. Full or partial exemptions from penalty may be granted at the sole discretion of COUNTY.

Exhibit C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $100,000 per accident for bodily injury or disease
D	**Professional, Medical and Hospital Liability**	$3,000,000 per occurrence $10,000,000 aggregate Bodily Injury and Property Damage

E **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** All insurance required above shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives, with the exception of Professional Liability, Workers' Compensation and Employers Liability.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:

   – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.

   – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.

7. **CANCELLATION OF INSURANCE:** All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencement of any operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:

   - HCSA

   - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607)

BETA HEALTHCARE GROUP
BETA RISK MANAGEMENT AUTHORITY

CERTIFICATE OF COVERAGE

Named Member:
UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609

Broker:
James & Gable Insurance Brokers
1660 Olympic Blvd., Suite 325
Walnut Creek, CA 94596
925-943-3264

This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.

Certificate Number	Effective Date	Expiration Date	Retroactive Date
AL-24-806	07/01/2024 at 12:01 a.m.	07/01/2025 at 12:01 a.m.	N/A

Type of Coverage:
[X] Automobile Liability and Physical Damage Coverage - Occurrence

Limits of Liability:

$1,000,000	Each Accident, Combined Single Limit		
	The Combined Single Limit is subject to the following limits:		
	Bodily Injury and Property Damage Liability	$1,000,000	Each Accident
	Uninsured/Underinsured Motorist	$1,000,000	Each Accident
	Medical Payments	$5,000	Each Accident

Deductible:

Comprehensive:	$250	Each Loss
Collision:	$500	Each Loss

Description of Coverage:

Evidence of Auto Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives as supplemental member(s) as pertaining to Master Contract No. 900159, Procurement Contract No. 17235 for Emergency Department Pediatric Readiness Assessment, Education and Partnership Project.

Issue Date: June 17, 2024

Certificate Holder:
Alameda County Health Care Services Agency
1000 San Leandro Blvd.
Suite 300
San Leandro, CA 94577

Authorized Representative:
Michele D. Reager
Michele D. Reager, CPCU
Vice President of Underwriting

BETA HEALTHCARE GROUP
BETA RISK MANAGEMENT AUTHORITY

CERTIFICATE OF COVERAGE

Named Member: UCSF Benioff Children's Hospital Oakland 747 52nd Street Oakland, CA 94609	This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.
Broker: James & Gable Insurance Brokers 1660 Olympic Blvd., Suite 325 Walnut Creek, CA 94596 925-943-3264	

Certificate Number	Effective Date	Expiration Date	Retroactive Date *
HCL-24-806	07/01/2024 at 12:01 a.m.	07/01/2025 at 12:01 a.m.	03/27/1990 at 12:01 a.m.

Type of Coverage:

[X] Professional Liability - Claims Made and Reported

[X] General Liability - Occurrence

Limits of Liability:		Deductible:	
$3,000,000	Per Claim	$50,000	Per Claim
$10,000,000	Aggregate Per Policy Period	N/A	Aggregate Per Contract Period

Description of Coverage:

Evidence of Healthcare Entity Professional and General Liability coverage is extended to County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives as Supplemental Member(s) as pertaining to Master Contract Number: 900159, Trauma Subsidy Contract.

Issue Date: June 17, 2024

Certificate Holder:	Authorized Representative:
County of Alameda 1000 San Leandro Boulevard, Suite 200 San Leandro, CA 94577 Attention: Emergency Medical Services, District, Contract Administrator	Michele D Reager Michele D. Reager, CPCU Vice President of Underwriting

* the retroactive date applies to claims made coverage only

BETA HEALTHCARE GROUP
BETA RISK MANAGEMENT AUTHORITY

CERTIFICATE OF COVERAGE

Named Member:
UCSF Benioff Children's Hospital Oakland
747 52nd Street
Oakland, CA 94609

Broker:
James & Gable Insurance Brokers
1660 Olympic Blvd., Suite 325
Walnut Creek, CA 94596
925-943-3264

This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only.

Certificate Number	Effective Date	Expiration Date	Issue Date
WC-24-806	07/01/2024	07/01/2025	07/01/2024

Type of Coverage:
- ☐ Guaranteed Cost - Occurrence
- ☒ Deductible / SIR - Occurrence

Member Retention:
$350,000 Per Occurrence
N/A: Aggregate Per Contract Period

Coverage Limits:

Workers' Compensation:	Statutory Limits
Employers' Liability:	$2,000,000 Each Accident
Employers' Liability Disease:	$2,000,000 Each Employee / Coverage Contract Limit

Excess Workers' Compensation:
Safety National Casualty Corporation (NAIC 15105) Policy Number: SP 4066651

Description of Operations / Locations:

Certificate Holder:
County of Alameda, Health Care Services Agency
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

Attention: Emergency Medical Services District, Contract Administrator

Authorized Representative:
Michele D. Reager
Michele D. Reager, CPCU
Vice President of Underwriting

EXHIBIT D

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Children's Hospital & Research Center at Oakland d/b/a UCSF Benioff Children's Hospital Oakland

PRINCIPAL: Nicholas M. Holmes, MD TITLE: President

SIGNATURE: DocuSigned by: Nicholas M. Holmes 1B9CCA292EFC46C... DATE: 7/3/2024

Exhibit F

Audit Requirements

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

I. AUDIT REQUIREMENTS

A. Funds from Federal Sources:

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.

2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).

3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c) .

B. Funds from All Sources:

Non-Federal entities which expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. $100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.

2. Less than $100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a single audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a financial audit in the same year. However, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).

2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.

3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.

4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.

2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

III. AUDIT RESOLUTION

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

IV. ADDITIONAL AUDIT WORK

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.