

COMMUNITY BASED ORGANIZATION MASTER CONTRACT

THIS CONTRACT, made and entered into by and between the **COUNTY OF ALAMEDA**, a body corporate and politic of the State of California, hereinafter referred to as "**County**," and **Washington Township Health Care District**, a **registered public agency under Government Code section 53051**, doing business at **2000 Mowry Avenue, Fremont, CA 94538** hereinafter referred to as "**Contractor**".

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a program description and performance requirements of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the terms of payment indicated in Exhibit B(s); and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor agrees to comply with applicable federal suspension and debarment regulations as specified in Exhibit D; and

WHEREAS, Contractor is a Business Associate of County as defined in the Health Insurance Portability and Accountability Act and its implementing federal regulations as specified in Exhibit E; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit F; and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

1. **Term of Agreement.** The Term of this Agreement begins on the **1st** day of **July, 2024** and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. **Program Description and Performance Requirements-- Exhibit A(s).** This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. **Terms and Conditions of Payment -- Exhibit B(s).** County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. **Insurance -- Exhibit C.** Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. **Additional Fiscal Provisions.** Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by Contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. **Business Associate.** Contractor will be performing or assisting County in the performance of certain health care administrative duties that involve the use and/or disclosure of Protected Health Information as defined at 45 CFR. Part 164. As a result, Contractor is a Business Associate of County and shall comply with the provisions set forth in Exhibit E attached hereto and made a part of this Agreement.

7. **Records.**

(1) Contractor shall maintain on a current basis complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including, but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures and any other documents required by County or the State or federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related

organization to provide services such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

8. **Audits.** Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

9. **Indemnification.** Contractor agrees to indemnify, to defend at its sole expense, to save and hold harmless County, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of Contractor or Contractor's employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

County agrees to indemnify, to defend at its sole expense, to save and hold harmless Contractor, its officers, agents, and employees from any and all liability in addition to any and all losses, claims, actions, lawsuits, damages, judgments of any kind whatsoever arising out of the negligent acts, omissions or intentional misconduct of County or County employees, agents, subcontractors or volunteers in performance of services rendered pursuant to this Agreement.

10. **Subcontracting.** None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

11. **Independent Contractor Status.** Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

12. **Confidentiality.** Contractor agrees to maintain the confidentiality of any information which may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter which contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

13. **Termination Provisions.**

Termination for Cause -- If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations of the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause -- County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement -- County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

14. **Compliance with Laws.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the scope of services or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

15. **Accident Reporting.** If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of County's equipment, tools, materials or staff were involved and the extent of damage to County and or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

16. **Personal Property.** Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

17. **Non-Discrimination.** Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or national origin, age, religion, Vietnam Era Veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

18. **Governing Board Limitations; Conflict of Interest.** Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by state and federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for the Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation,

fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community based organization;
- simultaneously serve as a Director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor;
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the board and the County Agency Director/Chief Administrator, and said member shall not participate in board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting and a resolution cannot be achieved then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

19. **Drug-free Workplace.** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including

marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor, within five days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

20. **Modifications to Agreement.** County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this

Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

21. **Designation of Authorized Personnel.** Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.


22. **Notice.** All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: **Washington Hospital Healthcare System**
 2000 Mowry Avenue
 Fremont, CA 94538

COUNTY: **Alameda County Health**
 1000 San Leandro Blvd., Suite 200
 San Leandro, CA 94577

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date referenced below.

COUNTY OF ALAMEDA

DocuSigned by:

CB284AE84C50405...

Colleen Chawla, Alameda County Health Director

6/24/2024

Date

Approved as to form:

Donna R. Ziegler, County Counsel,
County of Alameda

By

DocuSigned by:

EFDCE3E661894A0...

K. Joon Oh, Deputy County Counsel

CONTRACTOR

**Washington Township Health Care District
d/b/a Washington Hospital Healthcare
System**

Contractor

2000 Mowry Avenue

Street Address


Fremont, CA 94538

City, State, Zip Code

94-6030667

Federal ID No.

By


Authorized Signature of Contractor
Kimberly Hart
Chief Executive Officer
Title

June 13, 2024
Date

EXHIBIT A
Washington Township Health Care District
ADULT TRAUMA CENTER AGREEMENT

INTRODUCTION

Pursuant to Health and Safety Code 1798.162, Alameda County may designate trauma facilities. The Alameda County Board of Supervisors approved the Alameda County Trauma Care System Implementation Plan on June 20, 1985.

Exhibit A and Exhibit A-1 to County Master Contract set forth the scope of trauma services to be provided by Washington Township Health Care District.

Contractor further agrees to comply with Alameda County EMS Pre-designation Trauma Center Requirements as specified in Exhibit A-2.

A. TERMS 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 for any reason upon one hundred and eighty (180) days written notice to the other party.

B. DEFINITIONS

As used within this Agreement:

1. "CONTRACTOR" means Washington Township Health Care District, which is located at 2000 Mowry Avenue, Fremont, CA 94538, CA.
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. "Hospital" means Washington Township Health Care District, general acute care hospital that is located at 2000 Mowry Avenue, Fremont, CA 94538.
5. "Trauma Center" means a licensed general acute care hospital designated by Alameda County Emergency Medical Services.
6. "Pediatric Trauma Center" means a licensed acute care hospital that usually treats (but is not limited to treating) persons fifteen (15) years of age or less, that is designated as part of the County of Alameda's Trauma Care System Implementation Plan, that 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.
7. "Triage Criteria" means a measure or method approved by the Emergency Medical Service (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.
8. "Trauma Center Medical and Physician Services" are those medical and physician services that 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 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 Officer 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 that include injury severity assessment and the determination of patient destination and to monitor compliance therewith
4. With input from CONTRACTOR, to develop 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. With input from CONTRACTOR, to develop and implement 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 March of each calendar year.
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. Responsibilities of the CONTRACTOR through the Hospital

1. To provide Trauma Center services to all patients, regardless of their ability to pay. CONTRACTOR shall schedule patient follow up visit(s) required to assure adequate 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 that 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 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 Hospital with said standards. The CONTRACTOR'S standards shall reflect expectations of timely performance from all ancillary and surgical units of the Hospital.
 8. To submit to the COUNTY 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 on- going monitoring of the structure, process and outcome standards outlined in the scope of services.
 9. To notify the COUNTY and take corrective action where there is a failure to meet either the Trauma Center's own standards or COUNTY'S Trauma Center Standards as set forth in Exhibit A-1, whichever are more stringent. The acceptable period of time to correct the deviation from the standard or standards shall be determined by the COUNTY based on the nature of the deviation(s). COUNTY shall notify CONTRACTOR of a specific time frame to correct the deviation. Failure to correct the deviation(s) within this time frame may result in penalties as outlined in Exhibit B and may constitute a material breach of this Agreement, for which termination may be justified.
 10. To provide for an independent 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 conference room and food to participating professional members and visitors, including EMTs, 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 require Hospital staff to attend, at CONTRACTOR'S own expense, 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.
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 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 its TQIP annual fee.
17. To develop and/or conduct periodic (but no less than three per year) instructional and educational programs for the benefit of hospital and prehospital care personnel that are related to prehospital and in-hospital trauma care. 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 a mechanism acceptable to COUNTY for ongoing fiscal accounting of CONTRACTOR'S trauma center operations to be submitted annually. Failure to comply will result in the penalty provision as outlined in Exhibit B.
19. Subject to applicable law/regulation, 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 CONTRACTOR's reverification to occur every three years.
 - 20.2 CONTRACTOR agrees to correct all deficiencies within six months or otherwise 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 occur 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. CONTRACTOR agrees to utilize the COUNTY's Reddinet communication system at all times.
22. CONTRACTOR agrees to use best efforts to participate in the California Children's Services program by the end of this contract cycle.
23. CONTRACTOR agrees to establish a process to obtain autopsy information and provide funds if needed for said service.
24. CONTRACTOR agrees to allow representatives 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 work with COUNTY EMS to develop a separate agreement (referenced in subsection 25.4 below) for the establishment of a Bidirectional Healthcare Data Exchange (BHDE) with COUNTY EMS during the Term of this Agreement if not already established.
 - 25.2 The CONTRACTOR and COUNTY EMS will collaborate and agree in the design, and implementation of the BHDE on an agreed upon timeframe.
 - 25.2 The development of the BHDE shall address the CONTRACTOR's privacy and information security standards.
 - 25.3 The cost to establish the BHDE network between the COUNTY and the CONTRACTOR shall be fairly shared by apportionment as mutually agreed upon by both parties.
 - 25.4 When BHDE details are finalized, the Agreement will be amended to add agreed terms as an appendix to this Agreement.
 - 25.5 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.
 - 25.6 The BHDE network is expected to address the following components (with details to be agreed by the parties):
 - 25.6.1 Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making;
 - 25.6.2 Alert the receiving hospital regarding the patient's status directly onto a dashboard in the emergency department to provide decision support;
 - 25.6.3 File the EMS Patient Care Report data directly into the patient's electronic health record for timely and longitudinal patient care documentation;
 - 25.6.4 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.
 - 25.7 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 sub-contracted hospital based violence prevention program regarding operational oversight and management.
 - 27. CONTRACTOR shall provide free continuing education (CE) to prehospital providers (EMTs and Paramedics) at the annual county Trauma Symposium.
 - 28. CONTRACTOR shall provide in house the necessary services to care for victims of Sexual assault, including but not limited to forensic examination, appropriate medical treatment, and other services as

needed. These services must be implemented no later than December 31, 2025.

29. CONTRACTOR shall refer trauma patients of violent crime to the California Victim Compensation Board (CalVCB). This referral may be facilitated by the trauma Registrar, Navigator, Social Worker or other 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

New Trauma Center(s): CONTRACTOR will only receive provisional designation by COUNTY EMS until the such 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 keep COUNTY EMS designation.

CONTRACTOR shall adhere to ALL provisional Trauma Center requirements mandated by COUNTY EMS. For the purpose of evaluation, COUNTY EMS has provided their own categorization of these requirements which may vary from ACS (Exhibit A-2). Any failure to satisfy a section determined to be an COUNTY EMS Type I (essential requirement) will result in CONTRACTOR not being provisionally designated as a Trauma Center until the section is rectified to the satisfaction of COUNTY EMS. It is the strong belief of COUNTY EMS that these sections represent items that would jeopardize the safety, health and wellbeing of patients if not satisfied, these sections are also in alignment with California State Trauma regulations. Any failure to satisfy a section(s) determined to be a COUNTY EMS Type II deficiency, will NOT prevent CONTRACTOR from being provisionally designated as a Trauma Center. However, this will trigger the development of a Corrective Action Plan to ensure that these deficiencies are remedied within 90 days of starting service as a Trauma Center. Failure to rectify these deficiencies within the 90 day period may result in suspension of CONTRACTOR'S provisional designation as a Trauma Center until these deficiencies are rectified to the satisfaction of COUNTY EMS.

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 Agency

Attn: Contract Administrator
1000 San Leandro Blvd., Suite 200
San Leandro, CA 94577

CONTRACTOR
Washington Township Health Care District

Attn: CEO
2000 Mowry Avenue, Fremont, CA 94538

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. Likewise, in no event is COUNTY, its supervisors, employees, agents or subcontractors entitled to any benefits to which CONTRACTOR 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 at or before the commencement date of this Agreement, 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 and fully licensed, certificated, or entitled to perform such services. Notwithstanding the foregoing, the CONTRACTOR agrees that 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 the requirement provided in the first sentence of this paragraph will result in the withholding of any or all trauma subsidy, until any or all of the deficiencies in relation to this requirement 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 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, 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.
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, non-discrimination and equal opportunity, 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

COUNTY representatives and federal and state representatives as required by law 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. Notwithstanding any other terms to the contrary, the records and proceedings of CONTRACTOR'S committee(s) under Section 1157 of the Evidence code, and CONTRACTOR'S records/documents that are privileged and protected from disclosure under the attorney-client privilege and/or the attorney work product doctrine, 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/conducted by the COUNTY 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; notwithstanding the foregoing, CONTRACTOR's participation in research and/or evaluation is conditioned on IRB approval of the study, identification of an applicable investigator, and general availability of CONTRACTOR staff to participate. The CONTRACTOR is expected to support the COUNTY's clinical research as a condition of Trauma Center designation. The COUNTY'S research and studies shall be based on existing data provided under this Agreement; CONTRACTOR will not be required to incur additional costs to provide any additional data.

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 CONTRACTOR, without the consent of the CONTRACTOR. CONTRACTOR shall allow the use of CONTRACTOR's provided data for clinical research conducted by the COUNTY, provided such data, when used, is approved by an IRB for use and deidentified in accordance with HIPAA and other applicable law/regulation. Disclosure of any additional data from the CONTRACTOR to the COUNTY for research or studies above and beyond data provided pursuant to applicable laws or regulations shall be subject to CONTRACTOR's IRB approval.

15. MUTUAL COOPERATION

It is agreed that mutual cooperation 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 according to severity of deficiencies as specified in Exhibit A-1. The interval specified by County for correction of deficiencies shall commence upon receipt of notice by CONTRACTOR. COUNTY may shorten or lengthen the period of correction to whatever it deems appropriate under the

circumstances if it determines that CONTRACTOR'S action or inaction has seriously threatened or will threaten public health or safety.

If an acceptable plan or correction has not been approved by COUNTY within the required correction period, or all significant deficiencies have not been corrected, COUNTY shall have the right to enforce penalty provisions as outlined in Exhibit B or terminate this Agreement immediately 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 that affects CONTRACTOR'S ability to provide care to trauma victims or that 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 that 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 subsections, CONTRACTOR's 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;
- 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, all of which may be cause for CONTRACTOR to divert ambulances transporting Critical Trauma Patients intended for CONTRACTOR.
- j. Failure of CONTRACTOR to maintain current American College of Surgeons (ACS) verification status or at minimum, maintain ACS verification status of Level II.

17. THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between, and made for the sole benefit of, COUNTY and CONTRACTOR and will not be deemed to create any obligations, remedies or liabilities of COUNTY and CONTRACTOR to any third parties. No third party shall have the right to make any claim or assert any right under this Agreement, and no third party shall be deemed a beneficiary of this Agreement.

EXHIBIT A-1

Washington Township Health Care District ADULT 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, only Level II Adult, Level I Adult and Level I Pediatric Trauma Centers exist in Alameda County. Level I (University affiliated teaching Hospital) although attainable, have not been required. 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.

- | | |
|-------|--|
| D - X | 1. A Level II trauma center shall have the following: |
| | a. One of the following patient volumes annually: |
| | 1. A minimum of 1200 trauma program hospital admissions, or |
| | 2. A minimum of 240 trauma patients per year whose Injury Severity Score (ISS) is greater than 15. |
| E - I | b. 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: |
| E - I | 1. Recommending trauma team physician privileges; |
| E - I | 2. Working with nursing and administration to support the needs of trauma patients; |
| E - I | 3. Developing trauma treatment protocols; |
| E - I | 4. Determining appropriate equipment and supplies for trauma care; |
| E - I | 5. Ensuring the development of policies and procedures to manage domestic violence, elder and child abuse and neglect; |
| E - I | 6. Having authority and accountability for the quality improvement peer review process; |
| E - I | 7. Correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet standards; |
| E - I | 8. Coordinating pediatric trauma care with other hospital and professional services; |
| E - I | 9. Coordinating with local and State EMS agencies; |
| E - I | 10. Assisting in the coordination of the budgetary process for the trauma program; and |
| E - I | 11. Identifying representatives from neurosurgery, orthopedic 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.

- c.** Surgeons involved in the trauma service shall have:
- E* - II 1. Board Certification in General Surgery within three years of completion of residency/fellowship;
- E- I **d.** A full time trauma program manager who is a registered nurse(RN) with qualifications including evidence of educational preparation and clinical experience in the care of the adult and/or pediatric trauma patient, administrative ability, and responsibilities that include but are not limited to:
- E - I 1. Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient;
- E- I 2. Coordinating day-to-day clinical process and performance improvement as it pertains to nursing and ancillary personnel; and
- E- I 3. Collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program.
- E* - I 4. . Trauma Registrar staffing to meet the standards of the American College of Surgeons most recent edition of *Resources for the Optimal Care of the Injured Patient*. Trauma Registrar supervised by the Trauma Program Manager with qualifications including evidence of educational preparation and experience in the areas of computer data entry, medical records, and the ability to perform other duties specified by the Trauma Program Manager.
- E* - I e. Trauma resuscitation nurses shall be in-house 24 hours per day. Nurses involved in trauma resuscitation shall have:
- E* - III 1. current ACLS certification
- E* - III 2. current Trauma Nurse Core Curriculum (TNCC) verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by Alameda County Emergency Medical Services (ALCO EMS) every four years.
- E - **f.** A trauma service that can provide for the implementation of the requirements specified in this Section and provide for coordination with the local EMS agency.
- E - I **g.** A trauma team, which is a multidisciplinary team responsible for the initial resuscitation and management of the trauma patient.

E – I (all of standards below 1-8)

h. Department(s), division(s), service(s) or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists:

1. general;
2. neurologic;
3. obstetric/gynecologic;
4. ophthalmologic;
5. oral or maxillofacial or head and neck;
6. orthopedic;
7. plastic; and
8. urologic.

E* – I (all of standards below 1-5)

i. Department(s), division(s), service(s) or section(s) that includes at least the following non-surgical specialties, which are staffed by qualified specialists, promptly available within one hour:

1. anesthesiology;
2. internal medicine;
3. pathology;
4. psychiatry; and
5. radiology.

E – I

j. An emergency department, division, service or section staffed with qualified specialists in emergency medicine who are immediately available.

E* – I

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

1. general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be in-house and immediately available at the bedside, all times for trauma team activation and promptly available for consultation;
2. On-call and promptly available less than 30 minutes, from inside or outside hospital:

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

E* – I

- a. neurologic;
- b. obstetric/gynecologic;
- c. ophthalmologic;
- d. oral or maxillofacial or head and neck;
- e. orthopedic;
- f. plastic;
- g. reimplantation/microsurgery capability. (This surgical service may be provided through a written transfer agreement); and
- h. urologic.

E* – I

E – I

3. 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. When a senior resident is the responsible surgeon:

E – I

a. 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 – I

b. 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.

E – I (all of standards below, 1-5)

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

1. burns;
2. cardiothoracic;
3. pediatric;
4. Replantation/microsurgery; and
5. spinal cord injury.

E* – I

m. The on-call anesthesiologists, general surgeons and neurological surgeons while on first call to the trauma hospital, are to be dedicated exclusively to that facility.

E – I

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

1. Emergency medicine, in-house and immediately available at all times. This requirement may be fulfilled by supervised senior residents, as defined in Section 100245 of this Chapter, 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 specialists 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.

- a. The Designated Emergency Department Medical Director shall be:

E* – I

1. Board Certified by the American Board of Emergency Medicine.

E* – III

2. Full-time practice (at least 12 clinical hours per week) in emergency medicine at the trauma center hospital.

E* – III (all of the standards below, 1, a-c)

b. The Physician personnel shall be:

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

- a. two (2) years postgraduate training in emergency medicine;
- b. PG3 or PG4 in training program in emergency medicine; and
- c. Currently certified in ACLS

E* - II

o. Emergency Department Nursing Service

E* - II

a. The Designated Clinical Nursing Supervisor shall be:

E* - II

1. Currently certified in ACLS; and
2. Current with Trauma Nurse Core Curriculum (TNCC) verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by ALCO EMS every four years.

E* - III

b. The Nursing personnel shall be:

E* - III

1. Currently certified in ACLS;
2. Current with TNCC verification or after initial TNCC verification the nurse can elect to attend an Emergency Nurses Association (ENA) Course in Advanced Trauma Nursing (CATN) or equivalent approved by ALCO EMS every four years; and

E - I

3. Minimum of three RN's on duty 24 hours/day.

E – I

p. Anesthesiology: Level II 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 be present for all operations.

E – I

q. Radiology / Interventional radiological services shall be promptly available; and

E - I

r. Available for consultation:

E- I

1. cardiology;

E- I

2. gastroenterology;

- E- I 3. hematology;
- E- I 4. infectious diseases;
- E- I 5. internal medicine;
- E- I 6. nephrology;
- E- I 7. neurology;
- E- I 8. pathology; and
- E- I 9. pulmonary medicine.

E – I s. In addition to licensure requirements, trauma centers shall have the following service capabilities:

E* I 1. Radiological Service: The radiological service shall have an in-house radiological technician capable of performing plain film, computed tomography imaging, and magnetic resonance imaging (MRI). A second technician will be promptly available in less than 30 minutes. A radiological service shall have the following additional services promptly available:

- E - I a. angiography;
- E - I b. ultrasound;
- E* - I c. 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* - I d. maintain a written back – up plan for emergent MRI capabilities to provide services within 30 minutes;
- E* - I e. maintain protocols regarding staffing, equipment and documentation of the transport.

E-I 2. Clinical Laboratory Service: A clinical laboratory service shall have:

- E - I a. a comprehensive blood bank or access to a community central blood bank; and
- E - I b. clinical laboratory services immediately available.

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

- E* - I a. an operating (trauma) room adequately staff in-house and immediately available at all times;
- E* - I b. a second operating room staffed and available within 30 minutes should the first operating room be occupied
- E - I c. appropriate surgical equipment and supplies as determined by the trauma program medical director.

E* - I 4. Postanesthetic 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

a. Registered Nurses and other essential personnel available 24 hours a day

E* - III

b. Nursing Personnel:

E* - III

1. Designated Clinical Supervisor shall be:

E* - III

a. Currently certified in ACLS

E* - III

2. Staff Nurses shall be:

E* - III

a. Currently certified in ACLS

E - I

5. Hospital Reddinet communications system capability as required by County EMS Standards.

E - I

t. A Level II 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

1. designate an emergency physician to be a member of the trauma team;

E - I

2. provide emergency medical services to adult and pediatric patients; and

E - I

3. have appropriate adult and pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director.

u. 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:

E - I

1. Intensive Care Unit (ICU) Service:

E - I

a. 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;

E - I

b. The ICU shall have a qualified specialist promptly available to care for trauma patients in the ICU. 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

E - I

c. The qualified specialist in (b) above shall be a member of the trauma team.

E* - III

d. Nursing Personnel:

E* - III

1. Designated Clinical Supervisor with trauma nursing experience shall be:

E* - III

a. currently certified in ACLS

2. Staff nurses shall be:

b. currently certified in ACLS

E - I	2. Burn Center: This service may be provided through a written transfer agreement with a burn center.
E - I	3. Physical Therapy Service: Physical therapy services to include personnel trained in physical therapy and equipped for acute care of the critically injured patient.
E - I	4. 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	5. Pharmacy: In-house, 24 hours availability with pharmacist on-call and available.
E - I	6. 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	7. Acute Hemodialysis capability.
E - I	8. Occupational Therapy Service: Occupational therapy services to include personnel trained in occupational therapy and equipped for acute care of the critically injured patient.
E - I	9. Speech Therapy Service: Speech therapy services to include personnel trained in speech therapy and equipped for acute care of the critically injured patient.
E - I	10. Social Services capability.
E* - I	11. Nutrition Services capability.
E* E* - I	v. The Facility shall have: <ul style="list-style-type: none"> 1. Designated trauma resuscitation area, physically separated from other patient areas, of adequate size to accommodate multi-system injured patients and equipment 2. Helicopter landing site 3. Designated private control elevator, where necessary, for immediate access between trauma resuscitation area and: <ul style="list-style-type: none"> a. Helicopter landing site (if applicable) b. Operating Suite
E - X E* - X	
E* - X E* - I	
	w. A trauma center shall have the following services or programs that do not require a license or special permit: <ul style="list-style-type: none"> 1. Pediatric Service: In addition to the requirements in Division 5 of Title 22 of the California Code of Regulations, the pediatric
E - I	

	service providing in-house pediatric trauma care shall have:
E - I	<ul style="list-style-type: none"> a. A pediatric intensive care unit approved by the California State Department of Health Services' California Children Services (CCS); or a written transfer agreement with an approved pediatric intensive unit. Hospitals without pediatric intensive care units shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care; and b. A multidisciplinary team to manage child abuse and neglect.
E - I	
E - I	2. Acute spinal cord injury management capability. This service may be provided through a written transfer agreement with a Rehabilitation Center.
E - II	3. Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code;
E - I	4. An Outreach Program, to include:
E - I	<ul style="list-style-type: none"> a. capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and b. trauma prevention for the general public; c. designated injury prevention specialist (1.0 FTE) with injury prevention program experience that is supervised by the Trauma Program Manager.
E - I	5. Written interfacility transfer agreements with referring and specialty hospitals;
E - III	6. Continuing Education: Continuing Education (CME/CE) in trauma care shall be made available for:
E - III	<ul style="list-style-type: none"> a. staff physicians; b. staff nurses; c. staff allied health personnel;
E - III	

- d. EMS personnel (to include clinical education as requested by the County and approved by both the Alameda County EMS Medical Director and the CONTRACTOR'S Trauma Program Director); and
- e. Other community physicians and health care personnel
- f. All attendees at Bi-County Trauma Audit Committee

e. Other community physicians and health care personnel

f. All attendees at Bi-County Trauma Audit Committee

x. **Quality Improvement**
Trauma centers of all levels shall have a quality improvement process to include structure, process, and outcome evaluations that 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):

1. Medical and Nursing Care Evaluation, including:

a. written plan of quality improvement, including the monitoring of standards:

2. Process

b. a multidisciplinary trauma peer review committee that includes all members of the trauma team; this committee will be held at least monthly;

c. medical records review, utilization review, tissue review of trauma cases;

d. clinical trauma nursing audit;

e. cost effectiveness of trauma care

2. Participation in the trauma system data management system;

3. Participation in the local EMS agency trauma evaluation committee; and

4. Disaster planning and rehearsal:

5. Regional Trauma Committee, if required by EMS:

6. Regional Trauma System Evaluation, if required by EMS:

7. Special Audit of triage appropriateness, if required by EMS:

8. Special Audit of the cost of trauma by diagnosis and payor mix, if required by EMS:

9. Trauma center administrative meetings:

10. Each trauma center shall have a written system in place for patients, parents of minor children who are patients, legal guardian(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;

11. Following of applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.

E-1

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

E-1

a. any transfer shall be, as determined by the trauma center surgeon of record, medically prudent; and

E-1

b.in accordance with local EMS agency interfacility transfer policies.

E-1

2. Hospitals shall have written transfer agreements with trauma centers. CONTRACTOR shall develop written criteria for consultation and transfer of patients needing a higher level of care.

E-1

3. 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-1

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

E - III

z. Trauma Research Program

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

Exhibit A-2

Alameda County EMS Pre-designation Trauma Center Requirements

Washington Hospital PRQ Pre-designation Review Sections	
Below are the PRQ sections and subsections that will be reviewed during the evaluation process. Please submit appropriate documentation for these sections pursuant to guidance by the ACS Grey Book and PRQ to the designated and labeled SharePoint folders. For the purpose of the evaluation, Alameda County EMS (ALCO EMS) has provided their own categorization of these requirements which may vary from ACS.	
Any failure to satisfy a section determined to be an ALCO EMS Type I will result in Washington Hospital not being provisionally designated as a Trauma Center until the section is rectified to the satisfaction of ALCO EMS. It is the strong belief of ALCO EMS that these sections represent items that would jeopardize the health, safety, and wellbeing of patients if not satisfied and are in alignment with California State regulations.	
Any failure to satisfy a section or section(s) determined to be an ALCO EMS Type II will NOT prevent Washington Hospital being provisionally designation as a Trauma Center, however will trigger the development of a Corrective Action Plan to ensure that these deficiencies are remedied within 90 days of starting service as a Trauma Center. Failure to rectify these deficiencies within the 90 day period may result in suspension of Washington's provisional designation as a Trauma Center until these deficiencies are rectified to the satisfaction of ALCO EMS.	
SECTION	ALCO EMS Categorization
1.1 - Administrative Commitment	Type I
2.1 - State and Regional Involvement (Type II)	Type II
2.2 - Hospital Regional Disaster Committee (Type II)	Type II
2.3 - Disaster Management Planning (Type II)	Type II
2.7 - Trauma Multidisciplinary PIPS Committee (Type I)	Type I
2.8 - Trauma Medical Director Requirements (Type II)	Type I
2.9 - Trauma Medical Director Responsibility and Authority (Type II)	Type I
2.10 - Trauma Program Manager Requirements (Type II)	Type I
2.11 - Trauma Program Manager Responsibilities and Reporting Structure (Type II)	Type I
2.12 - Injury Prevention Program (Type II)	Type I
2.13 - Organ Procurement Program (Type II)	Type I
3.1 - Operating Room Availability (Type I)	Type I
3.2 - Additional Operating Room (Type II)	Type I
3.3 - Operating Room for Orthopaedic Trauma Care (Type II)	Type I
3.4 - Blood Products (Type I)	Type I
3.5 - Medical imaging (Type I)	Type I
3.6 - Remote Access to Radiographic Imaging (Type II)	Type I
3.7 - Cerebral Monitoring Equipment (Type I)	Type I
3.8 - Cardiopulmonary Bypass Equipment (Type II)	Type I
4.1 - Trauma Surgeon Requirements (Type II)	Type I
4.2 - Trauma Surgeon Coverage (Type I)	Type I
4.3 - Trauma Surgery Backup Call Schedule (Type II)	Type I
4.4 - Trauma Surgeon Presence in Operating Room (Type II)	Type I
4.5 - Specialty Liaisons to the Trauma Service (Type II)	Type II
4.6 - Emergency Department Director (Type I)	Type I
4.7 - Emergency Department Physician Requirements (Type II)	Type I
4.8 - Emergency Department Physician Coverage (Type I)	Type I
4.10 - Neurotrauma Care (Type I)	Type I
4.11 - Orthopaedic Trauma Care (Type I)	Type I
4.12 - Specialized Orthopaedic Trauma Care (Type II)	Type II
4.13 - Anesthesia Services (Type II)	Type I
4.14 - Radiologist Access (Type I)	Type I
4.15 - Interventional Radiology Response for Hemorrhage Control (Type II)	Type I
4.16 - ICU Director (Type II)	Type I
4.17 - ICU Physician Coverage (Type I)	Type I
4.18 - Intensivist Staffing (Type II)	Type I
4.20 - ICU Nursing Staffing Requirement (Type II)	Type I
4.21 - Surgical Specialists Availability (Type I)	Type I
4.22 - Ophthalmology Service (Type II)	Type I
4.25 - Replantation Services (Type II)	Type I
4.26 - Medical Specialists (Type II)	Type I
4.28 - Allied Health Services (Type II)	Type I
4.29 - Renal Replacement Therapy Services (Type II)	Type I
4.30 - Advanced Practice Providers (Type II)	Type II
4.31 - Trauma Registry Staffing Requirements (Type II)	Type II
4.32 - Certified Abbreviated Injury Scale Specialist (Type II)	Type II
4.33 - Trauma Registry Courses (Type II)	Type II
4.34 - Trauma Registrar Continuing Education (Type II)	Type II
4.35 - Performance Improvement Staffing Requirements (Type II)	Type II
5.1 - Clinical Practice Guidelines (Type II)	Type II
5.2 - Trauma Surgeon and Emergency Medicine Physician Shared Responsibilities (Type II)	Type II
5.3 - Levels of Trauma Activation (Type II)	Type I
5.5 - Trauma Surgical Evaluation for Activations below the Highest Level (Type II)	Type I
5.6 - Care Protocols for the Injured Older Adult (Type II)	Type I

5.7 - Assessment of Children for Nonaccidental Trauma (Type II)	Type I
5.8 - Massive Transfusion Protocol (Type I)	Type I
5.9 - Anticoagulation Reversal Protocol (Type II)	Type I
5.10 - Pediatric Readiness (Type II)	Type I
5.11 - Emergency Airway Management (Type I)	Type I
5.12 - Transfer Protocols (Type II)	Type I
5.14 - Transfer Communication (Type II)	Type II
5.15 - Trauma Diversion Protocol (Type II)	Type I
5.17 - Neurosurgeon Response (Type II)	Type I
5.19 - Neurotrauma Contingency Plan (Type II)	Type I
5.20 - Treatment Guidelines for Orthopaedic Injuries (Type II)	Type II
5.21 - Orthopaedic Surgeon Response (Type II)	Type I
5.22 - Operating Room Scheduling Policy (Type II)	Type I
5.23 - Surgical Evaluation of ICU Patients (Type II)	Type I
5.24 - Trauma Surgeon Responsibility for ICU Patients (Type II)	Type I
5.25 - Communication of Critical Imaging Results (Type II)	Type I
5.26 - Timely Computed Tomography Scan Reporting (Type II)	Type II
5.27 - Rehabilitation Services during Acute Phase of Care (Type II)	Type I
5.28 - Rehabilitation and Discharge Planning (Type II)	Type I
5.29 - Mental Health Screening (Type II)	Type II
5.30 - Alcohol Misuse Screening (Type II)	Type II
5.31 - Alcohol Misuse Intervention (Type II)	Type II
6.1 - Data Quality Plan (Type II)	Type II
6.3 - Trauma Registry Data Collection and Submission (Type II)	Type I
7.1 - Trauma PIPS Program (Type II)	Type I
7.2 - PIPS Plan (Type II)	Type I
7.5 - Physician Participation in Prehospital Performance Improvement (Type II)	Type I
7.10 - Prehospital Care Feedback (Type II)	Type I
8.2 - Nursing Trauma Orientation and Education (Type II)	Type I
8.3 - Prehospital Provider Training (Type II)	Type I
Alternative Pathway (If applicable)	Type II

EXHIBIT B

Washington Township Health Care District TRAUMA SUBSIDY

PAYMENT TERMS

1. COUNTY will provide a trauma subsidy for COUNTY fiscal years 2024-2025, 2025-2026, and 2026-2027 in the amount of \$5,947,440 (aggregate for all 3 fiscal years) based on identified trauma specific costs outlined in the bi-annually submitted budget. 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 the Washington Township Health Care District'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 within the time interval specified by County below in section 4. Emergency Medical Services may impose penalties for noncompliance based on structure 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 (provided in Section 5 below) 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	<u>Endorsements and Conditions:</u> <ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> – 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: <ul style="list-style-type: none"> - HCSA - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	



BETA Risk Management Authority ("BETARMA")
A Public Entity

CERTIFICATE OF PARTICIPATION
AUTO LIABILITY AND PHYSICAL DAMAGE COVERAGE CONTRACT

CERTIFICATE NUMBER:
AL-23-008

ITEM 1: NAMED MEMBER: Washington Township Health Care District 2000 Mowry Avenue Fremont, CA 94538
ITEM 2: SUBSIDIARIES: Washington Township Hospital Development Corporation, Washington Hospital Authority, Washington Township Hospital Service League, Inc., Washington Healthguard, Inc., Washington-Stanford Radiation Oncology Center, Washington Township Medical Foundation, Washington Outpatient Surgery Center
ITEM 3: CONTRACT PERIOD: (a) Effective Date: 07/01/23 (b) Expiration Date: 07/01/24 at 12:01 a.m. local time for all dates at the address in Item 1
ITEM 4: LIMIT OF LIABILITY \$10,000,000 each Accident, Combined Single Limit The Combined Single Limit is subject to the following coverage limits: Section 2: \$10,000,000 each Accident (Bodily Injury and Property Damage) Section 3: \$5,000 each Accident (Medical Payments) Section 4: See Section 4.2. (Comprehensive & Collision coverage) Section 5: \$1,000,000 each Accident (Uninsured/Underinsured Motorist)
ITEM 5: DEDUCTIBLE Comprehensive: \$250 each Accident Collision: \$500 each Accident
ITEM 6: ESTIMATED CONTRIBUTION: \$32,131 (To be adjusted based on actual Covered Autos)
ITEM 7: CONTRACT AND AMENDMENT FORMS ATTACHED AT ISSUANCE: Auto (07/21) A415 A440
ITEM 8: NOTICE REQUIRED TO BE GIVEN TO BETARMA MUST BE ADDRESSED TO: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507

This Certificate of Participation, the Application(s) and accompanying documents, and the Coverage Contract with Amendments shall constitute the Contract between BETARMA and the Members.

Michelle D Reager

Authorized Representative of BETARMA



BETA Risk Management Authority ("BETARMA")
A Public Entity

CERTIFICATE OF PARTICIPATION
DIRECTORS, OFFICERS AND TRUSTEES LIABILITY COVERAGE CONTRACT
INCLUDING HEALTHCARE ENTITY COVERAGE

CERTIFICATE NUMBER:
D&O-23-008

ITEM 1: NAMED MEMBER: Washington Township Health Care District 2000 Mowry Avenue Fremont, CA 94538
ITEM 2: SUBSIDIARIES: Washington Township Hospital Development Corporation, Washington Hospital Authority, Washington Township Hospital Service League, Inc., Washington Healthguard, Inc., Washington Provider Network, Washington-Stanford Radiation Oncology Center, Ohlone-Washington Joint Powers Authority, Washington Township Medical Association, Washington Township Medical Foundation, Washington Township Medical Group, Washington Outpatient Surgery Center
ITEM 3: CONTRACT PERIOD: (a) Effective Date: 07/01/23 (b) Expiration Date: 07/01/24 at 12:01 a.m. local time for all dates at the address in Item 1
ITEM 4: RETROACTIVE DATE: 07/01/89 at 12:01 a.m. local time for all dates at the address in Item 1
ITEM 5: LIMIT OF LIABILITY (Inclusive of Defense Expenses): \$10,000,000 per Claim (except as provided by Amendment) \$10,000,000 in the Aggregate
ITEM 6: DEDUCTIBLES (Subject to Section 5.1.C) Coverage (A): \$0 each Claim Coverage (B): \$25,000 each Claim including Defense Expenses Coverage (C): \$25,000 each Claim including Defense Expenses Coverage (D): \$100,000 each Claim including Defense Expenses Coverage (E): \$0 each Claim
ITEM 7: CONTRIBUTION: \$674,485
ITEM 8: CONTRACT AND AMENDMENT FORMS ATTACHED AT ISSUANCE: D&O (07/21) D308 D332 D345 D420 D500
ITEM 9: NOTICE REQUIRED TO BE GIVEN TO BETARMA MUST BE ADDRESSED TO: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507

This Certificate of Participation, the Application(s) and accompanying documents, and the Coverage Contract with Amendments shall constitute the Contract between BETARMA and the Members.

Nichelle D. Reager

Authorized Representative of BETARMA



BETA Risk Management Authority ("BETARMA")
A Public Entity

CERTIFICATE OF PARTICIPATION
HEALTHCARE ENTITY COMPREHENSIVE LIABILITY COVERAGE CONTRACT

CERTIFICATE NUMBER:
HCL-23-008

ITEM 1: NAMED MEMBER: Washington Township Health Care District 2000 Mowry Avenue Fremont, CA 94538
ITEM 2: SUBSIDIARIES: Please refer to Amendment H-309.
ITEM 3: CONTRACT PERIOD: (a) Effective Date: 07/01/23 (b) Expiration Date: 07/01/24 at 12:01 a.m. local time for all dates at the address in Item 1
ITEM 4: RETROACTIVE DATE FOR PROFESSIONAL LIABILITY: 07/01/04 at 12:01 a.m. local time for all dates at the address in Item 1
ITEM 5: COVERAGE AND LIMITS OF LIABILITY PROVIDED: \$40,000,000 per Claim (except as provided by Amendment) \$50,000,000 in the Aggregate (Coverages provided are indicated with an "X") Professional Liability <input checked="" type="checkbox"/> Healthcare Entity Professional Liability - Claims Made General Liability <input checked="" type="checkbox"/> Bodily Injury and Property Damage Liability - Occurrence <input checked="" type="checkbox"/> Personal Injury, Advertising Injury and Discrimination Liability - Occurrence <input checked="" type="checkbox"/> Employee Benefits Liability - Occurrence
ITEM 6: DEDUCTIBLE: See Section 7.9.B \$25,000 Indemnity Only
ITEM 7: CONTRIBUTION: See Section 7.9.A
ITEM 8: CONTRACT AND AMENDMENT FORMS ATTACHED AT ISSUANCE: HCL (07/21) H120 H130 H131 H132 H134 H137 H145 H170 H203 H210 H212 H217 H237 H262 H272 H294 H309 H376 H474 H496
ITEM 9: NOTICE REQUIRED TO BE GIVEN TO BETARMA MUST BE ADDRESSED TO: BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507

This Certificate of Participation, the Application(s) and accompanying documents, and the Coverage Contract with Amendments shall constitute the Contract between BETARMA and the Members.

Nichelle D. Reager

Authorized Representative of BETARMA

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.

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

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

CONTRACTOR: Washington Township Health Care District

PRINCIPAL: Kimberly Hartz TITLE: CEO

SIGNATURE:  DATE: June 13, 2024

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement ("Exhibit") supplements and is made a part of the underlying agreement ("Agreement") by and between the County of Alameda, ("County" or "Covered Entity") and Washington Township Health Care District, ("Contractor" or "Business Associate") to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI");

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. "Agreement" shall mean the underlying agreement between County and Contractor, to

which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. "Business Associate" shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. "Contractual Breach" shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. "Exhibit" shall mean this HIPAA Business Associate Agreement.

HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. "HIPAA Breach" shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the "HITECH Act").

Privacy Rule and Privacy Regulations. "Privacy Rule" and "Privacy Regulations" shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his or her designee.

Security Rule and Security Regulations. "Security Rule" and "Security Regulations" shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;
- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of

the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.

- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.
- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.

- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is

named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.

- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health

information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.

- G.** *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by
CONTRACTOR:

Name: Washington Township Health Care District

By (Signature):

Print Name:

Title:

Kimberly Hartz
Kimberly Hartz
Chief Executive Officer

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.