AMENDMENT 14
TO THE
COORDINATION AND PROVISION OF PUBLIC HEALTH CARE SERVICES CONTRACT

This Amendment 14 to the Coordination and Provision of Public Health Care Services Contract ("Amendment 14") is entered into by and between the Orange County Health Authority, a public agency, dba CalOptima Health ("CalOptima"), and the County of Orange, a political subdivision of the State of California, through its division the Orange County Health Care Agency ("County"), and shall become effective on the first day of the first month following execution of this Amendment ("Effective Date"), with respect to the following:

RECITALS

A. CalOptima and County entered into a Coordination and Provision of Public Health Care Services Contract ("Contract") effective June 1, 2013, to set forth the manner in which their respective services shall be coordinated and outline the specific services for which County will be reimbursed by CalOptima as required by CalOptima's contract with the Department of Health Care Services ("DHCS").

B. On January 8, 2021, DHCS released a revised California Advancing and Innovating Medi-Cal ("CalAIM") proposal that takes a whole-person care approach to improving health outcomes for Medi-Cal members by incorporating both clinical and nonclinical services. Implementation of CalAIM initiatives by managed care plans began on January 1, 2022.

C. CalOptima must amend the Contract to incorporate new requirements from its contract with DHCS, as well as California data exchange mandates.

NOW, THEREFORE, the parties agree as follows:

1. In Article 1, DEFINITIONS, Section 1.59 shall be added to the Contract as follows:

"1.59 "Targeted Rate Increase" or "TRI" means the set of provider rate increases authorized by Assembly Bill 118 (Chapter 42, Statutes of 2023) as implemented by DHCS. The TRI applies to eligible network providers, as defined by DHCS. The first phase of TRIs are effective for dates of service beginning January 1, 2024. For services on the Medi-Cal TRI fee schedule from eligible network providers, CalOptima and its delegates must pay the greater of the DHCS published TRI fee schedule or the then current contractual rates inclusive of any Proposition 56 supplemental payment previously due to County. The TRI applies to both fee-for-service and other provider payment arrangements such as capitation payments. In the case of capitation and other prospective payment arrangements, the expected fee-for-service equivalency of those rates must be the same or greater than the TRI fee schedule rate."

2. In Article 3, FUNCTIONS AND DUTIES OF COUNTY, Section 3.13 CalOptima QMI Program shall be deleted in its entirety and replaced by the following:

"3.13 QMI Program and Reporting. County acknowledges and agrees that CalOptima is accountable for the quality of care furnished to its Members in all settings, including services furnished by County. County agrees, when reasonable and within capability of County, that it is subject to the requirements of CalOptima's quality management and improvement ("QMI") program and that it shall participate in QMI program, as required by CalOptima. Such activities may include the provision of requested data and the participation in assessment and performance audits and projects (including those required by CalOptima's regulators) that support CalOptima's efforts to measure, continuously monitor, and evaluate the quality of items and services furnished to Members. County shall cooperate with CalOptima and CalOptima's Regulators in any complaint, appeal, or other review of Covered Services (e.g., medical necessity) and shall accept as final all decisions regarding disputes over Covered Services by CalOptima or such Regulators, as applicable, and as required under the applicable CalOptima Program.

3.13.1 County agrees that CalOptima may use performance data for quality and reporting purposes, including quality improvement activities, public reporting to consumers, and performance data reporting to Regulators, as identified in CalOptima Policies and required by Regulators and applicable laws.

3.13.2 County agrees that CalOptima may make publicly available, as frequently as CalOptima deems necessary, reports of Provider's compliance with the Contract's requirements and performance metrics, including Members' access to care, the quality of care received by Members, and Provider's other performance trends, as applicable to Provider's obligations hereunder.

3.13.3 As long as CalOptima's disclosures under this Section 3.13. otherwise comply with applicable laws, no CalOptima disclosure under this Section 3.13 shall constitute a breach of this Contract.**"**

3. In Article 3, FUNCTIONS AND DUTIES OF COUNTY, Section 3.35 Disclosure of Provider Ownership shall be added to the Contract as follows:

3.35 Disclosure of Provider Ownership. County shall fully and accurately complete the disclosure form in Attachment E and submit the disclosure form to CalOptima. County shall promptly notify CalOptima of any changes to the information contained in the disclosure form in Attachment E and submit an updated disclosure form to CalOptima within thirty (30) days of any such change."

4. In Article 3, FUNCTIONS AND DUTIES OF COUNTY, Section 3.36 Health Networks shall be added to the Contract as follows:

3.36 Health Networks. County acknowledges and agrees that CalOptima has delegated financial responsibility to Health Networks for certain Covered Services rendered to Members enrolled in Health Networks. County agrees to extend to Health Networks the same terms contained in this Contract, including rates, for Covered Services provided to Members enrolled in Health Networks and to contract with a Health Network under the same terms as this Contract, at the request of a Health Network. Regardless of whether County is contracted with a Health Network, County also agrees to look to the applicable Health Network for payment for Covered Services rendered by County that are the financial responsibility of the Health Network pursuant to the Health Network's contract with CalOptima.

5. In Article 3, FUNCTIONS AND DUTIES OF COUNTY, Section 3.37 Hospital Referrals shall be added to the Contract as follows:

3.37. Hospital Referrals. County shall refer Members to providers that have hospital privileges at CalOptima contracted facilities, whenever possible.

6. In Article 3, FUNCTIONS AND DUTIES OF COUNTY, Section 3.38 Information and Cyber Security shall be added to the Contract as follows:

3.38. Information and Cyber Security. County must have policies, procedures, and practices that address its information and cyber security measures, safeguards, and standards, including at least the following:

3.38.1 Access Controls. Access controls, including Multi-Factor Authentication, to limit access to County's information systems and any CalOptima information that County maintains or can access.

3.38.2 Encryption. Use of encryption to protect any CalOptima information, in transit and at rest, that County maintains or can access.

3.38.3 Security. Safeguards for the security of the information systems and CalOptima information that County maintains or can access, including hardware and software protections such as network firewall provisioning, intrusion and threat detection controls designed to protect against malicious code and/or

activity, physical security controls, and personnel training programs that include phishing recognition and proper data management hygiene.

3.38.4 Software Maintenance. Software maintenance, support, updates, upgrades, third-party software components and bug fixes such that the software is, and remains, secure from vulnerabilities in accordance with the applicable industry standards.

3.38.5 Network Security. Network security that conforms to generally recognized industry standards and best practices.

For the purpose of this Section 3.38, "**Multi-Factor Authentication**" means authentication through verification of at least two (2) of the following types of authentication factors: (i) knowledge factors, such as a password; (ii) possession factors, such as a token or text message on a mobile phone; (iii) inherence factors, such as a biometric characteristic; or (iv) any other industry standard and commercially accepted authentication factors."

7. Attachment A, Part XIV - Amendment 13, is deleted in its entirety and replaced with the attached new Attachment A, Part XIV - Amendment 14.

8. Attachment B - Amendment 13 "Compensation" is deleted in its entirety and replaced with the attached new Attachment B - Amendment 14 "Compensation".

9. Attachment E - Disclosure Form, attached to this Amendment 14, shall be added to the Contract.

10. Addendum 1 - "PACE PROGRAM REQUIREMENTS" shall be deleted in its entirety and replaced with the attached Addendum 1 - "PACE PROGRAM REQUIREMENTS".

11. Addendum 2 - "MEDICARE ADVANTAGE PROGRAM ONECARE" is deleted in its entirety and replaced with the attached Addendum 2 - "MEDICARE ADVANTAGE PROGRAM REQUIREMENTS".

12. Addendum 3 - "CAL MEDCONNECT PROGRAM REQUIREMENTS" is deleted in its entirety and replaced with the attached Addendum 3 - "MEDI-CAL PROGRAM".

13. In Exhibit E, Business Associate Agreement, a new Section 1.22 is added to the Contract:

1.22 Reproductive Health Care means "Reproductive health care" as defined at 45 C.F.R. § 160.103.

14. In Exhibit E, Business Associate Agreement, a new Section 5.3 is added to the Contract:

5.3 Prohibition of Disclosure of PHI Potentially Related to Reproductive Health Care. Business Associate shall comply with 45 C.F.R. Part 164, Subpart E regarding uses and disclosures of PHI potentially related to Reproductive Health Care, including the following:

5.3.1. Business Associate shall comply with requirements of 45 § C.F.R. 164.502(a)(5)(iii) and shall not Use or Disclose PHI potentially related to Reproductive Health Care for the purpose of (i) conducting a criminal, civil, or administrative investigation into any person for the mere act of seeking, obtaining, providing, or facilitating lawful Reproductive Health Care; (ii) imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating lawful Reproductive Health Care; or (iii) to identify any person for any purpose described in (i) or (ii) (each a "**Prohibited Purpose**").

5.3.1.1. The Prohibited Purpose applies only where the Reproductive Health Care at issue (i) is lawful under the law of the state in which such health care is provided under the circumstances in which it is provided, (ii) is protected, required, or authorized by Federal

law, including the United States Constitution, under the circumstances in which such health care is provided, regardless of the state in which it is provided, or (iii) is provided by another person and presumed lawful.

5.3.2. To the extent applicable, if Business Associate receives a request for PHI potentially related to Reproductive Health Care for a non-Prohibited Purpose that is otherwise permissible under HIPAA, HITECH, the Privacy Regulations, and the Security Regulations, Business Associate shall obtain a signed attestation under 45 C.F.R. § 164.509 if the requested release of PHI potentially related to Reproductive Health Care is for: (i) health oversight activities under 45 C.F.R. § 164.512(d); (ii) judicial or administrative proceedings under 45 C.F.R. § 164.512(e); (iii) disclosures for law enforcement purposes under 45 C.F.R. § 164.512(f); or (iv) disclosures about decedents to coroners and medical examiners under 45 C.F.R. § 164.512(g)(1).

15. In Exhibit E, Section 6.2 is deleted in its entirety and replaced with a new Section 6.2:

6.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or Confidential Information, as defined in Section 1 of this Business Associate Agreement, include, but are not limited to the Information Practices Act, California Civil Code §§ 1798-1798.78, California Confidentiality of Medical Information Act ("**CMIA**"), Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, Welfare and Institutions Code § 5328, and California Health and Safety Code § 11845.5. Business Associate shall ensure that it will comply with all applicable requirements in CMIA for Medical Information related to Sensitive Services (as those terms are defined in CMIA) received or accessed pursuant to this Business Associate Agreement.

16. Exhibit E, Business Associate Agreement, Section 22.2.2 is deleted in its entirety and replaced with a new Section 22.2.2

22.2.2 CalOptima may amend this Business Associate Agreement at any time to incorporate the modifications or additions of language in CalOptima's contracts with applicable government regulators and in CalOptima's CalAIM Section 1915(b) waiver, which are required to be included in CalOptima's contractor agreements.

17. This Amendment 14 may be executed in multiple counterparts and counterpart signature pages may be assembled to form a single, fully executed document. Capitalized terms not otherwise defined in this Amendment 14 shall have the same meanings ascribed to them in the Contract.

18. If there is any conflict or inconsistency between this Amendment 14 and the Contract, the provisions of this Amendment 14 shall control and govern. Except as otherwise amended by this Amendment 14, all of the terms and conditions of the Contract will remain in full force and effect. After the Amendment 14 Effective Date, any reference to the Contract shall mean the Contract as amended and supplemented by this Amendment 14. This Amendment 14 is subject to approval by the Government Agencies and by the CalOptima Board of Directors.

[*signature page follows*]

IN WITNESS WHEREOF, CalOptima and County have executed this Amendment 14.

FOR COUNTY:	FOR CALOPTIMA:
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Approved as to form:
County Counsel
Cou a
By: Signed by: Brittany Mclean 71CFE638662E411...
Date: 1/23/2025

Attachment A, Part XIV – Amendment 14

CalAIM Enhanced Care Management Services

CalAIM Program Services to be provided by County for CalOptima Medi-Cal Members

I. SCOPE OF WORK

A. Enhanced Care Management (ECM)

1. ECM Populations of Focus (POFs) - County will provide ECM services to members who are eligible under the following POF(s) as defined by DHCS:

   a. Effective January 1, 2022:

      (i) Individuals with Serious Mental Health and/or Substance Use Disorder Needs.

   b. Effective September 1, 2024:

      (i) Individuals Experiencing Homelessness

      (ii) Individuals Transitioning from Incarceration

      (iii) Birth Equity

2. ECM Core Services – Upon authorization by CalOptima Health and acceptance by County, County will perform the following core ECM Services:

   a. Outreach and engagement;

   b. Comprehensive assessment and care management plan;

   c. Enhanced coordination of care;

   d. Health promotion;

   e. Comprehensive transitional care;

   f. CalOptima Member and family supports; and

   g. Coordination of and referral to community and social support services.

3. ECM Provider Requirements – County, shall satisfy the ECM Provider requirements for County identified, CalAIM enrolled and CalOptima authorized Members as set forth in CalOptima Policies and as follows:

   3.1 County shall have experience serving CalOptima Members eligible for ECM in the POFs as referenced in I.A.1 above.

   3.2 County shall comply with all applicable State and federal laws and regulations and all ECM requirements in the DHCS-CalOptima ECM and Community Supports Contract and associated guidance.

3.3 County shall have the capacity to provide culturally appropriate and timely in-person care management activities including accompanying CalOptima Members to critical appointments when necessary. County shall be able to communicate in culturally and linguistically appropriate and accessible ways.

3.4 County shall have agreements, procedures, and processes in place to engage and cooperate with CalOptima, CalOptima Health Networks, area hospitals, primary care practices, behavioral health providers, specialists, and other entities, including community supports providers, to coordinate care as appropriate to each CalOptima Member. County shall comply with CalOptima's applicable process for vetting providers, which may extend to the individuals employed by or delivering services on behalf of County, to ensure the providers can meet the capabilities and standards required to be an ECM Provider.

3.5 County shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service, and administrative data and information from other entities to support the management and maintenance of an ECM Member care plan that can be shared with other providers and organizations involved in each ECM Member's care. Care management documentation systems may include Certified Electronic Health Record Technology, or other documentation tools that can: document CalOptima Member goals and goal attainment status; develop and assign care team tasks; define and support CalOptima Member care coordination and care management needs; gather information from other sources to identify CalOptima Member needs and support care team coordination and communication and support notifications regarding CalOptima Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).

4. Identifying CalOptima Members for ECM – CalOptima and County shall proactively identify CalOptima Members who are eligible for ECM Services and would benefit from ECM outreach. CalOptima Members identified by County shall be communicated to CalOptima on a monthly basis consistent with CalOptima's process, as described in CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach.

5. County Responsibilities for Assigned ECM Members.

5.1 Upon authorization of ECM by CalOptima and acceptance by County, County shall ensure each assigned ECM Member has a Lead Care Manager who interacts directly with the ECM Member and/or their family member(s), guardian, caregiver, and/or authorized support person(s), as appropriate, and coordinates all covered physical, behavioral, developmental, oral health, Specialty Mental Health Services, Drug Medi-Cal/Drug Medi-Cal Organized Delivery System services, any Community Supports, and other services that address social determinants of health needs, regardless of setting.

5.2 County shall:

(i) Advise the ECM Member on the process for changing ECM Providers, which is permitted at any time;

(ii) Advise the ECM Member on the process for switching ECM Providers, if requested; and

(iii) Notify CalOptima if the ECM Member wishes to change ECM Providers. CalOptima shall implement any requested ECM Provider change within thirty (30) calendar days.

6. County Staffing – At all times, County shall have adequate staff to ensure its ability to carry out responsibilities for each assigned ECM Member consistent with this Contract, applicable CalOptima Policies, DHCS ECM Provider Standard Terms and Conditions, the DHCS-CalOptima ECM and Community Supports Contract and any other related DHCS guidance.

7. County Outreach and Member Engagement – County shall be responsible for conducting outreach to each assigned ECM Member, in accordance with CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach.

    7.1 County shall conduct outreach primarily through in-person interaction where ECM Members and/or their family member(s), guardian, caregiver, and/or authorized support person(s) live, seek care, or prefer to access services in their community. County may supplement in-person visits with secure teleconferencing and telehealth, where appropriate, with the ECM Member's consent, and in compliance with applicable CalOptima Policies. County shall use the following modalities, as appropriate and as authorized by the ECM Member, if in-person modalities are unsuccessful or to reflect an ECM Member's stated contact preferences: (i) Mail; (ii) Email; (iii) Texts; (iv) Telephone calls; and (v) Telehealth.

    7.2 County shall comply with applicable non-discrimination requirements set forth in State and federal law and this Contract.

    7.3 CalOptima and County will coordinate to ensure that ECM Members who the parties know meet exclusionary criteria as defined in CalOptima Policy GG.1354: Enhanced Care Management Eligibility and Outreach do not receive ECM Services.

8. Initiating Delivery of ECM Services – County shall obtain, document, and manage ECM Member authorization for the sharing of personally identifiable information between CalOptima and ECM, Community Supports, and other Providers involved in the provision of ECM Member care to the extent required by federal law.

    8.1 ECM Member authorization for ECM-related data sharing is not required for County to initiate delivery of ECM Services unless such authorization is required by federal law. When federal law requires authorization for data sharing, County shall communicate that it has obtained ECM Member authorization for such data sharing back to CalOptima.

    8.2 County shall notify CalOptima to discontinue ECM under the following circumstances: (i) The ECM Member has met their care plan goals for ECM; (ii) The ECM Member is ready to transition to a lower level of care and/or services; (iii) The ECM Member no longer wishes to receive ECM Services or is unresponsive or unwilling to engage; and/or (iv) County has not had any contact with the ECM Member despite multiple attempts.

    8.3 When ECM is discontinued, or will be discontinued for the ECM Member, CalOptima is responsible for sending a notice of action notifying the ECM Member of the discontinuation of the ECM benefit and ensuring the ECM Member is informed of the right to appeal and the appeals process as instructed in the notice of action. County shall communicate to the ECM Member other benefits or programs that may be available to the ECM Member, as applicable (e.g., ECM Complex Case Management, ECM Basic Case Management, etc.).

9. County and CalOptima Coordination – Both County and CalOptima including its Health Networks will coordinate all aspects of the CalOptima Members enrollment, navigation, and care coordination within the community in a direct and collaborative model to ensure the CalOptima Member is benefiting from

all services.

10. ECM Requirements – County shall ensure ECM is a whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-need and/or high-cost Medi-Cal Members assigned to the CalOptima Health Networks. County shall ensure the approach is person-centered, goal oriented, and culturally appropriate.

    10.1 Subject to all applicable requirements set forth in this Contract (including, but not limited to, subcontracting requirements), if County subcontracts with other entities to administer ECM functions, County shall ensure agreements with each entity bind the entities to the applicable terms and conditions set forth in this Contract and applicable CalOptima Policies and that its Subcontractors comply with all applicable requirements in DHCS County Standard Terms and Conditions and the DHCS-CalOptima ECM and Community Supports Contract. Notwithstanding any subcontracting arrangements, County shall remain responsible and accountable for any subcontracted ECM functions.

    10.2 County shall: (i) Ensure each ECM Member receiving ECM has a Lead Care Manager; (ii) Coordinate across all sources of care management in the event that an ECM Member is receiving care management from multiple sources; (iii) Notify CalOptima to ensure non-duplication of services in the event that an ECM Member is receiving care management or duplication of services from multiple sources; and (iv) Follow CalOptima's instruction and participate in efforts to ensure ECM and other care management services are not duplicative.

    10.3 County shall collaborate with area hospitals, primary care providers and CalOptima's Health Networks, behavioral health providers, specialists, dental providers, providers of services for LTSS and other associated entities, such as community supports providers, as appropriate, to coordinate Member care for ECM.

    10.4 County shall ensure the establishment of an ECM Care Team and a communication process between Members' ECM Care Team participants related to services being rendered, in accordance with the requirements set forth in CalOptima Policies.

    10.5 County shall complete a health needs assessment and develop a comprehensive, individualized, person-centered care plan for each ECM Member. County shall ensure case conferences are conducted by the ECM Care Team and the ECM Member's health needs assessment and care plan are updated as necessary.

11. Training – County shall participate in all mandatory, Provider-focused ECM training and technical assistance provided by CalOptima, including in-person sessions, webinars, and/or calls, as necessary. County shall ensure that its staff who will be delivering ECM services complete training required by CalOptima and DHCS prior to participating in the administration of the ECM services.

12. Data Sharing to Support ECM – CalOptima, including its Health Networks, and County agree to exchange available information and data as required by DHCS guidance and as reasonably required by CalOptima Policies, including but not limited to notification of hospital emergency department visits, inpatient admissions and discharges, health history, behavioral health history, and other agreed upon information to support the physical and mental health of ECM Members. CalOptima, including its Health Networks, and County shall conduct such sharing in compliance with all applicable Health Insurance Portability and Accountability Act (HIPAA) requirements (including applying the minimum necessary standard when applicable), and other federal and California state laws and regulations. Further, County shall establish and maintain a data-sharing agreement with other providers that is compliant with all federal and

California state laws and regulations as necessary. If applicable laws and/or regulations require an ECM Member's valid authorization for release of health information and a legal exception does not apply, County may not release such information without the ECM Member's valid authorization.

12.1 CalOptima will provide to County the following data at the time of assignment and periodically thereafter, and following DHCS guidance for data sharing where applicable:

(i) CalOptima Member assignment files, defined as a list of Medi-Cal Members authorized for ECM and assigned to County;

(ii) Non-duplicative Encounter and/or claims data, as appropriate;

(iii) Non-duplicative physical, behavioral, administrative and social determinants of health data (e.g., Homeless Management Information System (HMIS data)) for all assigned CalOptima Members, as available; and

(iv) Reports of performance on quality measures and/or metrics, as requested.

13. Claims Submission and Reporting – County shall submit claims or invoices for provision of ECM Services to CalOptima using the national standard specifications and code sets defined by DHCS. In the event County is unable to submit claims to CalOptima for ECM Services using the national standard specifications and DHCS-defined code sets, County shall submit an invoice to CalOptima with a minimum set of data elements (as defined by DHCS) necessary for CalOptima to convert the invoice to an encounter for submission to DHCS.

14. Quality and Oversight – County acknowledges that CalOptima will conduct oversight of County's provision of ECM Services under this Contract to ensure the quality of ECM Services and compliance with program requirements, which may include audits and/or corrective actions. County shall respond to all reasonable requests from CalOptima for information and documentation related to County's provision of ECM Services.

15. ECM Data and Reports – County shall submit to CalOptima complete, accurate, and timely ECM data and reports in the manner and form reasonably acceptable to CalOptima as required by applicable CalOptima Policies or otherwise required by DHCS in order for CalOptima to monitor and meet the following: (i) program performance targets; and (ii) its data reporting requirements to DHCS.

16. County Agent Qualifications – County shall verify that the qualifications of County staff and agents on behalf of County providing ECM Services under this Contract comply with the requirements of this Contract and applicable CalOptima Policies and DHCS guidance. In addition, for County staff and agents providing services on behalf of County who enter CalOptima Members' homes or have face-to-face interactions with CalOptima Members, County shall also conduct background investigations, including, but not limited to, County, State and Federal criminal history and abuse registry screening. County shall comply with all applicable laws in conducting background investigations and shall exclude unqualified persons from providing services under this Contract.

II. CRITERIA FOR REIMBURSEMENT

A. CalOptima shall reimburse County for ECM provided to a CalOptima Member, subject to authorization from CalOptima.

III. DEFINITIONS SPECIFIC TO THIS ATTACHMENT A, PART XIV

A. "CalAIM (California Advancing and Innovating Medi-Cal") is a multi-year initiative by DHCS to improve the quality of life and health outcomes of County of Orange population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The major components of CalAIM build upon the successful outcomes of various pilots (including but not limited to the Whole Person Care Pilots (WPC), Health Homes Program (HHP), and the Coordinated Care Initiative) from the previous federal waivers and will result in a better quality of life for Medi-Cal members as well as long-term cost savings/avoidance.

B. "Homeless" means a CalOptima Member who, as defined in 24 C.F.R section 91.5, lacks a fixed, regular, and adequate nighttime residence, or who will imminently lose their primary nighttime residence; or are an unaccompanied CalOptima Member under twenty-five (25) years of age; or a CalOptima Member who is fleeing dangerous or life-threatening conditions, has no other residence, and lacks the resources to obtain permanent housing.

C. "Member" means a Medi-Cal eligible beneficiary as determined by the County of Orange Social Services Agency, the California Department of Health Care Services (DHCS) Medi-Cal Program, or the United States Social Security Administration, who is enrolled in CalOptima.

D. "WPC (Whole Person Care)" means the program administered by the Orange County Health Care Agency, providing infrastructure and integrated systems of care to coordinate services for vulnerable Medi-Cal beneficiaries experiencing homelessness.

ATTACHMENT B – AMENDMENT 14

COMPENSATION

1 **General Terms**. Upon submission of a Clean Claim, CalOptima shall pay County pursuant to this Contract, CalOptima Policies, Government Contracts, and applicable laws, and County shall accept as payment in full from CalOptima for services provided under this Contract the amounts set forth in this Attachment B.

1.1 Medically Necessary Services. This Contract does not provide incentives, nor will it be construed to provide incentives, for Providers to reduce or withhold Medically Necessary services. County will not alter care delivery practices, adopt billing practices, or take any other actions for the sole or primary purpose of reducing Medically Necessary services. County will ensure the continuity of services in the event of non-payment from CalOptima in accordance with applicable laws and Government Contract requirements.

1.2 Due Date. If a due date provided for under this Contract is a weekend or State or federal holiday, any such report, objection, or payment will be due the following business day.

1.3 File Transfer. The Parties agree to deliver the confidential data utilizing a secure file transfer protocol ("SFTP") process. The Parties will establish a SFTP site and provide the credentials necessary to access and push files to the site.

1.4 Supplemental Pay-for-Performance Payment. CalOptima may authorize supplemental payments to County yearly or quarterly based on County's quality performance and achievement specified program goals, as determined by CalOptima in its sole discretion. CalOptima shall not pay County any supplemental payments after this Contract terminates.

2 **Payment – Specialist Services**.

2.1 Medi-Cal Program.

For Medi-Cal Members, CalOptima shall reimburse County for Covered Services as follows:

- **Professional Services: 156% of the current Medi-Cal Fee Schedule**, as defined in CalOptima Policies, in effect for the date of service.
- **Non Professional** services shall be paid at 100**%** of the **current Medi-Cal Fee Schedule**, as defined in the CalOptima Policies, in effect for the date of service.
- Unless specified otherwise in this Contract, Medi-Cal billing rules and payment policies and guidelines for billing and payment will apply.
- By Report Codes shall be billed and paid according to Section 3.4.
- Services not contained in the Medi-Cal fee schedule at the time of service are not reimbursable, except as provided in Section 3.4.
- Targeted Rate Increase Services. If applicable, for services subject to the TRI provided by a qualified professional, County will be reimbursed at the greater of the contracted rates, outlined above plus any applicable supplemental payments, or the Medi-Cal TRI

fee schedule rate in effect for the date of service; provided, however, in no event will County be reimbursed at less than the Medi-Cal TRI fee schedule in effect for the date of service. Reimbursement for TRI services shall comply with DHCS Program requirements, applicable laws, and CalOptima Policies. This provision is retroactive to TRI services provided beginning January 1, 2024, or as otherwise specified by DHCS.

2.2 OneCare Program.

For OneCare Members, CalOptima shall reimburse County for Covered Services as follows:

- 100% of the current Medicare Allowable Fee Schedule, as defined in CalOptima Policies, in effect for the date of service.
- Unless specified otherwise in this Contract, Medicare billing rules and payment policies and guidelines for billing and payment will apply.
- By Report Codes shall be billed and paid according to Section 3.4.
- Services not contained in the Medicare Fee Schedule at the time of service are not reimbursable, except as provided in Section 3.4.
- Sequestration. If CMS reduces payment to CalOptima under the CMS Contract by more than two percent (2%) at any time during the term of the Contract, CalOptima may, upon written notice to County, reduce payment to County under this Attachment B by the same percentage that CMS reduced payment to CalOptima. This provision applies each time CMS reduces payment to CalOptima by more than two percent (2%) during the term of the Contract.

2.3 PACE Program.

For PACE Members, CalOptima shall reimburse County for Covered Services as follows:

- **100% of** the current Medicare Allowable Fee Schedule, as defined in CalOptima Policies, in effect for the date of service.
- Unless specified otherwise in this Contract, Medicare billing rules and payment policies and guidelines for billing and payment will apply.
- By Report Codes shall be billed and paid according to Section 3.4.
- Services not contained in the Medicare Fee Schedule at the time of service are not reimbursable, except as provided in Section 3.4.
- Sequestration. If CMS reduces payment to CalOptima under the CMS Contract by more than two percent (2%) at any time during the term of the Contract, CalOptima may, upon written notice to County, reduce payment to County under this Attachment B by the same percentage that CMS reduced payment to CalOptima. This provision applies each time CMS reduces payment to CalOptima by more than two percent (2%) during the term of the Contract.

2.4 Services with Unestablished Fees. If a fee has not been established by Medi-Cal, when providing services to a Medi-Cal Member, or Medicare, when providing services to a OneCare or PACE Member, for a particular procedure and CalOptima has provided Authorization for County to provide such service, CalOptima shall reimburse County under the following guidelines:

2.4.1 "By Report & Unlisted" codes that CalOptima has provided Authorization for County to provide such services will be paid at forty percent (40%) of County's full billed charges and must follow applicable Medi-Cal or Medicare billing rules and guidelines. When billing CalOptima for these codes, County shall include documentation of Covered Services provided, as required by this Contract, CalOptima Policies, and applicable laws.

3 **Payment Procedures**.

3.1 Health Network. If a Health Network is financially responsible under its contract with CalOptima for the services County rendered to a Member, County shall look solely to Health Network for payment for those services, and CalOptima and Member shall not be liable to County for those services.

3.2 Claims Submission. County shall submit to CalOptima an accurate, complete, descriptive, and timely Claim that includes the Member's name and identification number, description of services, and date(s) of service. County may not submit a Claim before the delivery of service. In accordance with CalOptima Policies, County shall submit all Claims electronically or by mail to CalOptima at Attention: Accounting Department, 505 City Parkway West, Orange, CA 92868. County is solely responsible for reimbursing its Contracted Providers for providing Covered Services for County under this Contract and shall ensure that all Contracted Providers agree to accept payment from County as payment in full for Covered Services provided to Members.

3.3 Payment Codes and Modifiers. County shall utilize current payment codes and modifiers when billing CalOptima. CPT or HCPC codes not contained in the Medi-Cal or Medicare fee schedule at the time of service are not reimbursable.

3.4 Claims Requiring Additional Justification. If the billed charges are determined to be unallowable, in excess of usual and customary charges, or inappropriate pursuant to a medical review by CalOptima, CalOptima will contact County for additional justification, and these will be handled on a case-by-case basis.

3.5 Prompt Payment. CalOptima shall make payments to County in the time and manner set forth in CalOptima Policies and applicable laws.

3.6 Claims Deficiencies. CalOptima shall deny payment for any Claim that fails to meet requirements set forth in CalOptima Policies and applicable laws for Claims processing, and CalOptima shall notify County of any denial pursuant to CalOptima Policies and applicable laws.

3.7 Claims Auditing. County acknowledges CalOptima's right to conduct post-payment billing audits under this Contract. County and its Contracted Providers will cooperate with CalOptima's audits of Claims and payments by providing access at reasonable times to requested Claims information, all supporting records and other related data. CalOptima will

use established industry standards and federal and State guidelines to determine the appropriateness of the billing, coding, and payment. This section will survive any termination of the Contract.

3.8 Coordination of Benefits (COB). County acknowledges that Medi-Cal is the payor of last resort. County shall coordinate benefits with other programs or entitlements recognizing where Other Health Coverage ("**OHC**") is primary coverage in accordance with CalOptima Program requirements.

3.9 Crossover Claims. The Medi-Cal reimbursement rates in this Contract will not apply to Crossover Claims for Dual Eligible Members. For Crossover Claims, CalOptima will reimburse County in accordance with CalOptima Policies, Government Contracts, Medi-Cal and Medicare program requirements, and state and federal laws and regulations. California law limits Medi-Cal program reimbursement for a Crossover Claim to an amount that, when combined with the Medicare or OHC payment, does not exceed Medi-Cal's maximum allowed for similar services as required by Welfare and Institutions Code § 14109.5. "**Crossover Claim(s)**" means claims for Dual Eligible Members where Medi-Cal is the secondary payer and Medicare or other health care coverage (OHC) is the Primary payor for dates of service during which the Dual Eligible Member was not assigned to one of CalOptima's programs. "**Dual Eligible Members**" means Members who are eligible for both Medicare or OHC and Medi-Cal benefits.

4 **Directed Payments for Qualifying Medi-Cal Covered Services**. CalOptima shall administer directed payments for the Proposition 56 Medi-Cal Physician Supplemental Payment Program ("**Prop 56 Program**") for qualifying Medi-Cal Covered Services relevant to this Contract in accordance with CalOptima Policy FF.2012 and this Section 5.

4.1 For purposes of this Section 4, "**Qualifying Services**" means services described by the Prop 56 Program, which may be revised to include additional CPT codes, rate adjustments, and extensions. Services provided to Members who are dually eligible for Medi-Cal and Medicare Part B are not Qualifying Services.

4.2 CalOptima shall forward to County rendering Qualifying Services an additional payment for the Qualifying Services in accordance with applicable laws and CalOptima Policies.

4.3 CalOptima shall make payments to County for Qualifying Services in conjunction with the payment of the Claim for the service. Payments for Qualifying Services may be made retrospectively or in conjunction with the claim payment as applicable.

4.4 County acknowledges that DHCS has indicated that payments to eligible providers will be verified by DHCS. If that future DHCS reconciliation of the Prop 56 Program payments identifies invalid payments, County shall return such Prop 56 Program payments to CalOptima immediately upon notice from CalOptima.

4.5 As long as the State of California extends the Prop 56 Program payments to CalOptima, CalOptima will continue to make Prop 56 Program payments to County, which may be subject to Board approval and changes to the program, as necessary and appropriate to comply with applicable laws.

5 **WPC/HHP Crossover Services**

5.1 REIMBURSEMENT--- County shall be reimbursed for its services provided on or before December 31, 2021, according to the monthly rates listed below:

Services	HHP Enrollment Status	Rate per Month (per Member)
Targeted Engagement	Eligible	$207.50
Housing Navigation and Sustainability	Enrolled	$960.00

5.2 INVOICE SUBMISSION---On a monthly basis, County shall submit an invoice to CalOptima at the address specified below for reimbursement of services provided to CalOptima Members during the previous month. The invoice shall include member details which can be utilized by CalOptima to prepare DHCS reporting, including member-identifying information and which services were provided to each member during that month.

CalOptima

Attn: Accounts Payable
505 City Parkway West
Orange, CA 92868

6 **CalAIM Enhanced Care Management Services**

6.1 REIMBURSEMENT--- County shall be reimbursed for its services according to the monthly rates listed below:

Services	CalAIM Eligible or Enrolled	Rate
Enhanced Care Management Services (SMI/SUD) and inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers	Enrolled and Authorized by CalOptima	$642.58 Per Enrollee Per Month (PEPM) for each CalOptima Member who receives two (2) or more hours of ECM Services in a given month as identified by eight (8) or more units. For purposes of Attachment B – Amendment 14, the term "Per Enrollee Per Month" means an all-inclusive case rate that applies whenever County, has provided the minimum level of service payment to an enrolled CalOptima Member. This rate is paid on the basis of submitted invoices and is not considered a capitation payment.

6.2 INVOICE SUBMISSION---On a monthly basis, County shall submit an invoice to CalOptima at the address specified below for reimbursement of services provided to CalOptima Members during the previous month. The invoice shall include member details which can be utilized by CalOptima to prepare DHCS reporting, including member-identifying information and which services were provided to each member during that month.

CalOptima

Attn: Accounts Payable
505 City Parkway West
Orange, CA 92868

7 CalAIM Community Supports Services

7.1 REIMBURSEMENT -- County shall be reimbursed for its services according to the rates and effective dates listed below:

Housing Deposits

Service	Lifetime maximum of $5,000.00. The amount of the Housing Deposit, up to the maximum allowed
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Transition Navigation Services Service Rate

Bundled Payments (per Enrollee per Month (PEPM))	$449.00 PEPM
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Housing Tenancy and Sustaining Services Service Rate

Bundled Payments (per Enrollee per Month (PEPM))	$475.00 PEPM
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Recuperative Care (Medical Respite) Service Rate

Service Rate	$226.00 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Medically Tailored Meals Service Rate

Service Rate	$12.00 Per Delivered Meal $66.00 Per Weekly Grocery Box Delivered $38.00 Per Nutritional Assessment
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Day Habilitation Programs Service Rate

Service Rate	$67.30 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Short-Term Post-Hospitalization Housing Service Rate

Service Rate	$119.00 Per Day, All Inclusive
Billing Code(s); including modifiers	See DHCS guidance for specific billing codes and modifiers

Community/Nursing Facility Transition to a Home Service Rate

Service Rate	Lifetime maximum of $7,500.00. The amount of Community/Nursing Facility Transition to Home Services, up to the maximum allowed.
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

Sobering Centers Service Rate

Service Rate	$~~250~~250.00 Per Day, All Inclusive
HCPCS Billing Code	See DHCS guidance for specific billing codes and modifiers

Nursing Facility Transition/Diversion Services Service Rate

Bundled Payments (per Enrollee per Month (PEPM))	$496.00 PEPM
Billing Code(s): including modifiers	See DHCS guidance for specific billing codes and modifiers

7.2 BILLING -- County shall submit Community Supports Services claims to CalOptima's Claims Department in accordance with DHCS billing guidelines specific to Community Supports. Billing and payment provisions in Sections II.E and II.F of Attachment A – Part XV "CalAIM Community Supports Services" of this Contract also apply.

8 **SERVICES ELIGIBLE FOR REIMBURSEMENT**

Category	**County**	**CalOptima/Health Networks**
Non-DOT TB Treatment	**Medi-Cal**: PDS will bill CalOptima for covered TB screening and treatment services for both CalOptima Direct and Health Network Members.	**Medi-Cal**: CalOptima will pay County for claims for covered TB screening and treatment services for both CalOptima Direct and Health Network Members. CalOptima shall not pay County for DOT professional services.

HIV and STD Services (17th Street Testing, **Treatment and Care)**	**Medi-Cal**: For CalOptima clients in the process of transitioning to a CalOptima provider, County will bill CalOptima for medical services provided to CalOptima Direct Members, and the appropriate Health Network for Health Network Members. **PACE**: County will bill CalOptima for HIV testing and counseling services, and STD Services provided to PACE Members.	**Medi-Cal and PACE**: CalOptima will pay claims submitted for Medi-Cal and PACE Covered Services provided at 17th Street Testing, Treatment and Care to CalOptima Direct Medi-Cal Members and to PACE Members, respectively. **Medi-Cal**: CalOptima's Health Networks are responsible for Claims for Covered Services provided at 17th Street Testing, Treatment and Care to their Members.
Adult Immunizations	**Medi-Cal**: County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network Members over the age of 18. For Members 18 to 21 years of age, County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent. **PACE**: County will bill CalOptima for Medicare covered adult immunizations provided to CalOptima PACE Members.	**Medi-Cal**: CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered adult immunizations provided to CalOptima Direct and Health Network Members over the age of 18. **PACE**: CalOptima will reimburse County for Medicare covered adult immunizations provided to CalOptima PACE Members.

Category	County	CalOptima/Health Networks
Pediatric Preventive Services	**Medi-Cal**: County Children's Clinic will bill CalOptima or the appropriate Health Network for Health Network Members for Pediatric Preventive Services on a CMS-1500, UB-04 claim form, or electronic equivalent. For vaccines supplied free through the Vaccine For Children (VFC) Program, County will bill CalOptima or the appropriate Health Network for Health Network Members for vaccine administration costs only. Sick care (i.e. non-CHDP/PPS services) will be provided to CalOptima Direct patients only. County Children's Clinic will bill CalOptima for covered medical services provided to CalOptima Direct Members.	**Medi-Cal**: CalOptima or the appropriate Health Network for Health Network Members will pay claims submitted for Pediatric Preventive Services (PPS) provided to CalOptima Members when claim is submitted on a CMS-1500, UB-04 claim form, or electronic equivalent. CalOptima or the appropriate Health Network for Health Network Members will reimburse providers for the administration fee only for vaccine supplied free through the Vaccine For Children (VFC) Program. CalOptima will pay County for covered non-PPS medical services provided to CalOptima Direct Members.
Services provided at Orangewood	**Medi-Cal**: County/JHS - Orangewood shall bill CalOptima or the appropriate Health Network for Health Network Members, using the CMS-1500, UB-04 claim form, or electronic equivalent for Pediatric Preventive Services (CHDP health assessments) provided to CalOptima Members. County/JHS -Orangewood shall bill Health Networks or CalOptima Direct for other medically necessary services provided on site at Orangewood.	**Medi-Cal**: CalOptima or the appropriate Health Network for Health Network Members, will pay for Pediatric Preventive Services (PPS) billed on a CMS-1500, UB-04 claim form, or electronic equivalent for CalOptima Members at Orangewood. CalOptima or the Member's Health Network shall pay claims for medically necessary services to County/JHS - Orangewood at CalOptima fee-for-services rates. CalOptima or the Member's Health Network shall reimburse providers to whom County/JHS – Orangewood has referred Orangewood residents for medically necessary services at CalOptima fee-for-services rates.

Category	County	CalOptima/Health Networks
Public Health Lab Services	**Medi-Cal**: County will bill CalOptima or the appropriate Health Network for Health Network Members for Medi-Cal covered lab services provided to CalOptima Members. County will bill CalOptima on a CMS-1500, UB-04 claim form, or electronic equivalent.	**Medi-Cal**: CalOptima or the appropriate Health Network for Health Network Members will reimburse County for Medi-Cal covered lab services provided to CalOptima Members.
WPC/HHP **Crossover Services**	**Medi-Cal**: County will bill CalOptima for the select HHP services listed below, for services provided on or before December 31, 2021, for CalOptima Direct Members via invoice. 1. Targeted Engagement Services 2. Housing Services County shall not bill CalOptima for HHP services provided to a Medi-Cal Member assigned to Health Network. If a Health Network refers one of their assigned Medi-Cal Members to County for HHP services, County will bill the appropriate Health Network for the HHP services. County's arranged reimbursement rates with Health Network shall apply.	**Medi-Cal**: CalOptima will pay County for invoices submitted for the select HHP services listed below provided to CalOptima Direct Members for dates of service on or before December 31, 2021. 1. Targeted Engagement Services 2. Housing Services
CalAIM Enhanced Care Management (ECM) Services	**Medi-Cal**: County will bill CalOptima for the select CalAIM Program services listed below, for CalOptima Members via invoice. 1. Enhanced Care Management Services for CalOptima Members in the SMI and/or SUD populations inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers.	**Medi-Cal**: CalOptima will pay County for invoices submitted for the select CalAIM Program services listed below provided to CalOptima Members. 1. Enhanced Care Management Services for CalOptima Members in the SMI and/or SUD populations inclusive of other related population of focus criteria to be effective January 1, 2022 under CalOptima's CalAIM program such as homelessness and high utilizers.

Category	County	CalOptima/Health Networks
CalAIM Community Supports Services	**Medi-Cal, Medicare Advantage (OneCare), and Cal MediConnect (OneCare Connect)***: County will bill CalOptima for the select CalAIM Program services listed below, for CalOptima Members. Effective 10/01/2022 1. Housing Deposits 2. Housing Transition Navigation Services 3. Housing Tenancy and Sustaining Services 4. Recuperative Care (Medical Respite) Effective 7/01/2022 5. Medically Tailored Meals 6. Day Habilitation Programs 7. Short-Term Post-Hospitalization Housing Effective as of the Effective Date of this Amendment. 8. Community/Nursing Facility Transition to a Home 9. Nursing Facility Transition/Diversion *CalOptima's Cal MediConnect (OneCare Connect) program ended 12/31/2022.	**Medi-Cal, Medicare Advantage (OneCare), and Cal MediConnect (OneCare Connect)***: CalOptima will pay County for claims submitted for the select CalAIM Program services listed below provided to CalOptima Members. Effective 10/01/2022 1. Housing Deposits 2. Housing Transition Navigation Services 3. Housing Tenancy and Sustaining Services 4. Recuperative Care (Medical Respite) Effective 7/01/2022 5. Medically Tailored Meals 6. Day Habilitation Programs 7. Short-Term Post-Hospitalization Housing Effective as of the Effective Date of this Amendment. 8. Community/Nursing Facility Transition to a Home 9. Nursing Facility Transition/Diversion *CalOptima's Cal MediConnect (OneCare Connect) program ended 12/31/2022.

ATTACHMENT E- DISCLOSURE FORM

Pursuant to DHCS APL 23-006, Medi-Cal managed care plans like CalOptima must comply with the ownership and control disclosure requirements as set forth in 42 CFR § 455.104 by collecting information on whether their Subcontractors are persons with ownership or control interest or managing employees. County shall complete and return this form to CalOptima in accordance with CalOptima instructions prior to the Effective Date and submit updates to this form to CalOptima within thirty (30) days of any change to this form.

The undersigned hereby certifies that the following information regarding

_____ (the "**County**") is true and correct as of the date set forth below:

Form of Provider (Corporation, Partnership, Sole Proprietorship, Individual, etc.):_____

_____

Officer(s)/Director(s)/General Partner(s)/Managing Employees: _____

_____

Co-Owner(s): _____

_____

Individuals with an Ownership or Control Interest owning more than five percent (5%) of the Provider's stock: Please list all individuals with an ownership or control interest. Include each person's name, address, date of birth (DOB), and Social Security Number (SSN). Indicate the title (*e.g.* chief executive officer, owner) and if an owner, the percentage of ownership.

Name	Title	% Ownership	DOB	SSN

Corporation with and Ownership or Controlling Interest holding more than five percent (5%) of the Provider's debt: Please list all corporations with an ownership or control interest in the applicant. Include the Tax Identification Number (TIN), the percent of ownership in the applicant, the P.O. Box address(es). Attach additional pages as needed.

Name of Corporation	TIN	% Ownership	P.O. Box

[*signature page follows*]

Dated: _____ Signature: _____

Name: _____
(Please type or print)

Title: _____

ADDENDUM 1

PACE PROGRAM REQUIREMENTS

The following additional terms and conditions contained in the following regulatory addenda only apply to items and services furnished to PACE Members under the Programs listed in Attachment A and no other items or services furnished to non-PACE Members under this Contract. If these terms conflict with those elsewhere in the Contract, the terms from the applicable addendum shall control with respect to the Program at issue.

PACE Program Addendum

1. **Definitions**. PACE is a program that features a comprehensive medical and social services delivery system using an interdisciplinary team ("**IDT**") approach in an adult day health center that is supplemented by in-home and referral services, in accordance with Members' needs. The IDT is the group of individuals to which a PACE participant is assigned who are knowledgeable clinical and non-clinical PACE center staff responsible for the holistic needs of Members and who work in an interactive and collaborative manner to manage the delivery, quality, and continuity of participants' care. All PACE program requirements and services will be managed directly through CalOptima. PACE services shall include the following:

   1.1 All Medicare-covered items and services;

   1.2 All Medi-Cal-covered items and services; and

   1.3 Other services determined necessary by the IDT to improve and maintain the Members' overall health statuses.

2. **State Termination**.

   2.1 CalOptima may terminate the Contract as it applies to providing services to Members if CalOptima's PACE Agreement or DHCS Contract with DHCS terminates for any reason. CalOptima shall notify County of any such termination immediately upon its provision of notice of termination of the PACE Agreement or DHCS Contract, or upon receipt of a notice of termination of the PACE Agreement from DHCS or CMS, or the DHCS Contract from DHCS.

3. **Provider Responsibilities**.

   3.1 Service Area. County shall make PACE services available at a location accessible to Members within Orange County, California.

   3.2 Services Authorized. County shall furnish only those services Authorized by the CalOptima PACE IDT. A primary care provider referral is deemed an IDT Authorization.

   3.3 Interdisciplinary Team Meeting Participation. If necessary for the benefit of Member care delivery or planning, County shall participate in CalOptima PACE IDT meetings. Such participation may be by telephone, unless in-person attendance at such meetings is reasonably warranted under the circumstances.

3.4 Payment in Full. County shall accept CalOptima's payment as payment in full for services provided to Members and shall not seek any reimbursement for services directly from Members, Medi-Cal, Medicare, or another insurance carrier or provider. County shall not seek any type of cost-share amount from Members for PACE Covered Services. Members shall not be liable to County for any sum owed by CalOptima, and County agrees not to maintain any action at law or in equity against Members to collect sums that are owed by CalOptima. Surcharges to Members by County are prohibited. Whenever CalOptima receives notice of any such surcharge, CalOptima shall take appropriate action, and County shall reimburse Members as appropriate.

3.5 Hold Harmless. County will not bill the State, CMS, or Members if CalOptima does not pay for services performed by County pursuant to the Contract.

3.6 Reporting. County shall provide such information and written reports to CalOptima, DHCS, and HHS as may be necessary for compliance by CalOptima with its statutory obligations and to allow CalOptima to fulfill its contractual obligations to DHCS and CMS.

3.7 Coverage of Non-Network Providers. County agrees that should arrangements be made by County with another physician/provider who is not under contract with CalOptima to provide Covered Services required under the Contract, such physician/provider shall (i) accept payment from Provider as full payment for services delivered to Members; (ii) comply with the applicable provisions of the Contract; (iii) only bill services to County, unless County has made other billing arrangements with CalOptima' (iv) not bill Members under any circumstances' and (v) cooperate with and participate in CalOptima's quality assurance and improvement program.

3.8 Compliance with the Law. County shall comply with the applicable provisions of 42 CFR Part 460, including 42 CFR § 460.70.

4. **County Personnel**. County's employees and any Contracted Providers, providing direct patient care to PACE Members shall:

4.1 County shall ensure its employees and Contracted Providers providing direct patient care to PACE Members comply with all State and federal requirements for direct patient care staff in their respective setting, including:

4.1.2 Having not been convicted of criminal offenses related to their involvements with Medicare, Medicaid, Medi-Cal, or other health insurance or health care programs, or social service programs under Title XX of the Act;

4.1.3 Not a pose any potential risk to Members because of conviction or physical, sexual, drug or alcohol abuse;

4.1.4 Be free of communicable diseases; and

4.1.5 Agree to abide by the requirements, philosophy, practices and protocols of CalOptima's PACE Program and 22 CCR § 78413.

4.2 County shall provide documentation within one (1) Business Day to CalOptima, upon request, a list of all County personnel employed or contracted with to provide services under this Contract during the requested period, including first and last name, job title, date of hire, date of termination (if terminated within the requested period), type of employment

(full-time, part-time, volunteer, contractor, or other), and whether the position required a license.

4.3 County shall ensure its records contain the following for each employee:

4.3.1 An employment application, a full name, social security number, date of employment, date of birth, home address, educational background, and previous employment experience, including dates employed.

4.3.2 Proof that each employee received in-service training in first aid and in cardiopulmonary resuscitation within the first six (6) months of employment.

4.3.3 A background check completed prior to the employee's date of hire.

4.3.4 An OIG exclusion check completed prior to their date of hire.

4.3.5 Documentation that each employee has current and active licensure if licensure is required for their position.

4.3.6 A chest x-ray or test for tuberculosis infection for each employee, as recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration, performed not more than twelve (12) months prior to employment or within seven (7) days of employment.

4.3.7 A health examination signed by the examining physician or person lawfully authorized to perform such examination which indicates the employee is physically qualified to perform duties, is free from any condition that would create a hazard to self or others, and medically cleared of communicable diseases before engaging in direct Member contact.

4.3.8 Documentation that each employee completed the following CalOptima trainings:

4.3.8.1 Orientation to the PACE Program, including the Member Bill of Rights, service determination requests, and the grievance and appeals processes.

4.3.8.2 Skills competencies completed both ***before*** providing any independent care to Members, as well as annually.

4.4. County shall have written policies implementing the requirements of this Section 4 and retain employee records pertaining to this Section 4 for at least three (3) years following termination of each employee's employment.

5. **PACE Liaison**. CalOptima PACE Program director or their designee shall be designated as the liaison to coordinate activities between Provider and CalOptima.

6. **Records**. County shall retain PACE Program records for the latter of (i) ten (10) years from the final date of the DHCS Contract or the date of completion of any audit; or (ii) ten (10) years from the close of the current fiscal year in which the service occurred, in which the record or data was created or applied, and for which the financial record was created, unless a longer period is required by laws.

This provision shall survive the expiration or termination of the Contract, whether with or without cause, by rescission, or otherwise.

7. **Assignment and Delegation**. The Contract is not assignable, nor are the duties hereunder delegable, by the County, either in whole or in part, without the prior written consent of CalOptima and DHCS, provided that consent may be withheld in their sole and absolute discretion. Any assignment or delegation shall be void unless prior written approval is obtained from both DHCS and CalOptima.

8. **Third Party Tort Liability/Estate Recovery**. County shall make no claim for the recovery of the value of Covered Services rendered to Members when such recovery would result from an action involving tort liability of a third party, recovery from the estate of a deceased Member, Workers' Compensation, or casualty liability insurance awards and uninsured motorist coverage. County shall inform CalOptima of potential third-party liability claims and provide information relative to potential third-party liability claims, in accordance with CalOptima Policies.

9. **Records Related to Recovery for Litigation**. Upon reasonable request by CalOptima, County shall timely gather, preserve, and provide to CalOptima, in the form and manner specified by CalOptima, any information specified by CalOptima, subject to any lawful privileges, in County's or its subcontractors' possession relating to threatened or pending litigation by or against CalOptima or DHCS. If County asserts that any requested documents are covered by a privilege, County shall: (i) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and (ii) state the privilege being claimed that supports withholding production of the document. Such request shall include a response to a request for documents submitted by any party in any litigation by or against CalOptima or DHCS. County acknowledges that time may be of the essence in responding to such request. County shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records, received by Provider or its subcontractors related to the Contract or subcontracts entered into under this Contract.

10. **DHCS Policies**. Covered Services provided under the Contract shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program and the DHCS Long-Term Care Division.

11. **DHCS Directions**. If required by DHCS, County and its Subcontractors shall cease specified activities, which may include referrals, assignment of beneficiaries, and reporting, until further notice from DHCS.

12. **Turnover and Phase-Out Requirement**. County agrees that, upon termination of the DHCS Contract between CalOptima and DHCS, provider shall make available to CalOptima and DHCS copies of Medical Records, Member files, and any other pertinent information, including information maintained by any Subcontractor, necessary for the efficient case management of Members. County further agrees to assist CalOptima with phase-out for the DHCS Contract, which consists of the resolution of all financial and reporting obligations of CalOptima.

13. **Reporting Unusual Incidents or Occurrences**. County shall report to CalOptima within twenty-four (24) hours any unusual incidents, injuries, or occurrences of which County becomes aware relating to Members. For purposes of this section, an unusual incident or injury is one that threatens the welfare, safety or health of any Member and that is not consistent with County's routine operation or patient care practices, including a fire, explosion, epidemic outbreak, poisoning,

catastrophe, major accident, or like event that occurs in or on the premises of County's office or facility which threatens welfare, safety or health of Members.

ADDENDUM 2

MEDICARE ADVANTAGE PROGRAM

(ONECARE)

The following additional terms and conditions contained in the following regulatory addenda only apply to items and services furnished to OneCare Members under the Programs listed in Attachment A and no other items or services furnished to non-OneCare Members under this Contract. If these terms conflict with those elsewhere in the Contract, the terms from the applicable addendum shall control with respect to the Program at issue.

OneCare Program Addendum

1. **Hold Harmless**. County agrees to hold harmless Members in case CalOptima cannot or will not pay for services under the Contract. This provision shall not prohibit collection of any applicable SOC billed in accordance with the terms of Members' evidence of coverage. County further agrees that this hold harmless provision shall survive the termination of the Contract regardless of the cause giving rise to the termination, shall be construed to be for the benefit of Members, and that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between CalOptima or County and Members or persons acting on their behalf that relates to liability for payment for Covered Services.

2. **Accountability**. Any services or other activity under the Contract performed by County and any of its Subcontractors will be performed in accordance with CalOptima's contractual obligations to CMS and DHCS, including the requirements at 42 C.F.R. § 438.414 in relation to the grievance system.

3. **Coordination of Benefits Requirements**. County shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third-party liens such charges for which the other payer is responsible. County agrees to establish procedures to effectively identify, at the time of service and as part of their Claims payment procedures, individuals and services for which there may be a financially responsible party other than Medicare and the OneCare Program. County will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.

4. **Submission and Prompt Payment of Claims**. County agrees to submit Claims to CalOptima in such format as CalOptima may reasonably require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny Claims that are not submitted within ninety (90) days of the date of service. CalOptima shall provide payment to County within forty-five (45) Business Days of CalOptima's receipt of a Clean Claim from Provider, or CalOptima will contest or deny County's Claim within forty-five (45) Business Days following CalOptima's receipt thereof.

5. **Claims Payment**. CalOptima will not pay County for a provider preventable condition. As a condition of payment, County will comply with the applicable reporting requirements on provider preventable conditions as described at 42 CFR § 447.26(d) and as may be specified by CalOptima or DHCS. County shall comply with such reporting requirements to the extent that County directly furnishes services.

6. **Cost-Sharing**. County agrees that Members will not be held liable for Medicare Part A and B cost-sharing. Medicare Parts A and B services must be provided at zero cost-sharing to Members. County and any of its contracted providers must not impose cost-sharing requirements on Members that would exceed the amounts permitted under the Medi-Cal Program, 42 U.S.C. § 1395w-22(a)(7), and 42 C.F.R. section 422.504(g)(1)(iii). County shall (i) accept reimbursement from CalOptima under the Contract as payment in full for services rendered to Members; or (ii) bill Member's Medi-Cal managed care health plan, as applicable and in accordance with Laws, for any additional Medicare payments that may be reimbursed by Medi-Cal. Provider will also comply with requirements outlined in W&I Code § 14019.4 related to Medi-Cal services.

7. **Federal Funds.** County acknowledges that payments County receives from CalOptima are, in whole or part, from federal funds. Therefore, County and any of its Subcontractors are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 80; the Age Discrimination Act of 1975, as implemented by 45 CFR Part 91; the ADA; Section 504 of the Rehabilitation Act of 1973, as implemented by 45 CFR Part 84, and any other regulations applicable to recipients of federal funds.

8. **Compliance with Medicare Laws**. County will comply with all applicable federal and State laws (including Medicare laws), regulations, and CMS instructions, including laws and regulations designed to prevent or ameliorate FWA, including applicable provisions of federal criminal law, the False Claims Act (31 USC § 3729 *et seq*.), and the anti-kickback statute (Section 1128(B)(b) of the Social Security Act), and HIPAA administrative simplification rules at 45 C.F.R. Parts 160, 162 and 164. Further, County agrees that any services provided by County will be consistent with and will comply with CalOptima's contract with CMS ("**CMS Contract**").

9. **Language Assistance**. County will provide services in a culturally competent manner and agrees to arrange for the provision of interpreter services for Members at all County sites.

10. **Reporting**. County agrees to provide relevant reports, data, and information necessary for CalOptima to meet its obligations under the OneCare Program and Laws, including 42 CFR §§ 422.516 and 422.310. In addition, County shall report to CalOptima all cases of suspected fraud and/or abuse, as defined in 42 CFR § 455.2, relating to the rendering of Covered Services by County, whether by County, County's employees, Subcontractors, and/or Members within five (5) Business Days of the date when County first becomes aware of or is on notice of such activity.

11. **Offshore Activities**. Unless CalOptima has provided prior written authorization, all services provided by County pursuant to the Contract must be performed within the United States, the District of Columbia, or the United States territories.

12. **Excluded Individuals/Program Integrity**. County acknowledges and agrees that it is not excluded and shall not employ or contract for the provision of services pursuant to the Contract with any individual or entity (hereafter, "**Person**") whom County knows is excluded from participation in the Medicare or Medicaid programs under Section 1128 or 1128A of the Social Security Act. County hereby certifies that no such excluded Person currently is employed by or under contract with County. County shall ensure that the Persons it employs or contracts for the provision of services pursuant to the Contract are in good standing and not on the preclusion list, as defined in 42 CFR § 422.2. County shall promptly after discovery disclose to CalOptima any exclusion, or other event that makes a County employee or downstream entity ineligible to perform work related to federal health care programs, in accordance with 42 CFR § 422.752(a)(8). County agrees to be bound by the provisions set forth at 2 CFR Part 376.

13. **Emergency Medical Treatment and Labor Act**. County must comply with the federal Emergency Medical Treatment and Labor Act ("**EMTALA**"), as applicable, and ensure that there are no conflicts with hospital actions required to comply with EMTALA.

14. **Punitive Action**. CalOptima will not take punitive action against County if County requests an expedited resolution or supports a Member's appeal. CalOptima will not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a Member who is their patient for a Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, for any information a Member needs in order to decide among all relevant treatment options, for the risks, benefits, and consequences of treatment or non-treatment, for a Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

15. **Indemnity**. County is not required to indemnify CalOptima for any expenses and liabilities, including judgments, settlements, attorney's fees, court costs, and any associated charges, incurred in connection with any claim or action brought against CalOptima based on CalOptima's management decisions, utilization review provisions, other policies, guidelines, or actions.

ADDENDUM 3

MEDI-CAL PROGRAM

The following additional terms and conditions contained in the following regulatory addenda only apply to items and services furnished to Medi-Cal Members under the Programs listed in Attachment A and no other items or services furnished to non-Medi-Cal Members under this Contract. If these terms conflict with those elsewhere in the Contract, the terms from the applicable addendum shall control with respect to the Program at issue.

Medi-Cal Program Addendum

1. **Definitions**.

1.1 "**Downstream Subcontractor**" means an individual or an entity that has an agreement with a Subcontractor or a Downstream Subcontractor that includes a delegation of County's and Subcontractor's duties and obligations under the Contract.

1.2 "**Emergency Medical Condition**" means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one or more of the following: (i) placing the Member's health in serious jeopardy; (ii) serious impairment of bodily functions; (iii) serious dysfunctions to any bodily organ or part; or (iv) death.

1.3 "**Health Equity**" means the reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.4 "**HSC**" means the California Health & Safety Code.

1.5 "**Laws**" means, without limitation, federal, state, tribal, or local statutes, codes, orders, ordinances, and regulations applicable to this Addendum 3.

1.6 "**Quality Improvement and Health Equity Transformation Program**" or "**QIHETP**" means the systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the standards set forth in Laws, Government Program Requirements.

2. **Compliance with Laws**. This Contract shall be governed by and construed in accordance with all Laws and applicable regulations governing the DHCS Contract, including the Knox Keene Act, HSC §§ 1340 *et seq*., unless otherwise excluded under the DHCS Contract; 28 CCR §§ 1300.43 *et seq*; Welfare & Institutions ("**W&I**") Code §§ 14000 and 14200 *et seq*.; and 22 CCR §§ 53800 *et seq*., 53900 *et seq*. County will comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including all applicable requirements specified in the DHCS Contract, Laws, sub-regulatory guidance, and DHCS All Plan Letters ("**APLs**") and policy letters, and CalOptima Policies. County shall comply with all monitoring requirements of the Contract, the DHCS Contract, and any other monitoring requests by DHCS and CalOptima. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.4), (A.5), (A.11), (B.7), (B.8), and (B.11)]

3. **Provider Data**. As applicable, County and its Subcontractors will submit to CalOptima complete, accurate, reasonable, and timely provider data, Program Data, Template Data, and any other reports

or data as requested by CalOptima to meet its reporting requirements to DHCS. County shall submit all provider data to CalOptima in the form, format, and timeframe required by DHCS and/or reasonably requested by CalOptima. County will make corrections to provider data as requested by CalOptima. County data shall include all data required under the Contract – including reports and provider rosters. For purposes of this section, (1) "**Program Data**" means data that includes grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month; and (2) "**Template Data**" means data reports submitted to DHCS by CalOptima, which includes data of Member populations, health care benefit categories, or program initiatives. [DHCS Contract, Exhibit A, Attachment III, §§ 1.2.5, 2.1.4, 2.1.5, 2.1.6, 3.1.5(A.6) and (B.10)]

4. **Encounter Data**. As applicable, County will submit to CalOptima complete, accurate, reasonable, and timely Encounter Data needed by CalOptima in order to meet its reporting requirements to DHCS in compliance with applicable DHCS APLs, including APL 14-020 and any superseding or amendment APLs. All Encounter Data shall be submitted to CalOptima no later than ninety (90) days from the Date of Service in the form and format required by DHCS and/or as reasonably designated by CalOptima. Provider will cooperate as requested by CalOptima if corrections to Encounter Data are required for CalOptima to comply with reporting requirements to DHCS. [DHCS Contract, Exhibit A, Attachment III, §§ 2.1.2, 3.1.5(A.6) and (B.10)]

5. **Reports**. County and its Subcontractors agree to submit all reports required and requested by CalOptima to comply with applicable laws in a form acceptable to CalOptima. [DHCS APL 19-001, Attachment A, Requirement 6]

6. **California Health and Human Services ("CalHHS") Data Exchange**. County shall (i) execute the CalHHS Data Sharing Agreement ("**DSA**"); (ii) comply with the DSA requirements, including the CalHHS policies and procedures incorporated into the DSA; and (iii) participate in the real-time exchange of, or provision of access to, health information between and among other DSA participants, including CalOptima and any other Participating Providers providing services to Members. [HSC § 130290]

7. **Additional Subcontracting Requirements**. If County is allowed to subcontract services under this Contract and does so subcontract, then County shall, upon request, provide copies of such Subcontracts to CalOptima and/or DHCS.

    7.1 Subcontracts for Provision of Covered Services. County shall maintain copies of all contracts it enters into related to ordering, referring, or rendering Covered Services under the Contract. County will ensure that such contacts are in writing. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.7)]

    7.2 Subcontracts. County shall require all Subcontracts and downstream Subcontracts that relate to the provision of Covered Services be in writing and include all applicable provisions of the Contract and this Medi-Cal Program Addendum including:

        7.2.1 The services to be provided by the Subcontractor, term of the Subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received by the Subcontractor.

        7.2.2 As applicable, Section 2, *Compliance with Laws*; Section 3, *Provider Data*; Section 4, *Encounter Data*; Section 7, *Additional Subcontractor Requirements*;

Section 8, *Records Retention*; Section 9, *Access to Books and Records*; Section 10, *Records Related to Recovery for Litigation*; Section 11, *Transfer*; Section 12, *Unsatisfactory Performance*; Section 13, *Hold Harmless*; Section 14, *Prohibition on Member Claims and Member Billing*; Section 15, *Prospective Requirements*; Section 16, *Network Provider Training*; Section 17, *Language Assistance and Interpreter Services*; Section 18, *Fraud, Waste, and Abuse Reporting*; Section 19, *Provider Identified Overpayments*; Section 20, *Health Care Provider's Bill of Rights*; Section 21, *Provider Grievances*; Section 1, *Effective Dates*; Section 2223, *Assignment and Sub-delegation*; Section 24, *Quality Improvement & Utilization Management*; Section 25, *Emergency Services and Post-Stabilization Delegation*; Section 28, *Amendment and Termination*; Section 29, *Delegated Activities*; Section 30, *Utilization Data*; Section 59, *DHCS Beneficiary*; and any other section of this Addendum 3 that is applicable to the obligations Subcontractor has undertaken.

7.2.3 An agreement that Subcontractors shall notify County of any investigations into Subcontractor's professional conduct, or any suspension of or comment on a Subcontractor's professional licensure, whether temporary or permanent.

7.2.4 An agreement requiring Subcontractor to sign a Declaration of Confidentiality pursuant to Section 6.5.3 of the Contract, which shall be signed and filed with DHCS prior to the Subcontractor being allowed access to computer files or any other data or files, including identification of Members.

[DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.12)]

8. **Records Retention**. County and Subcontractors shall maintain and retain all books and records of all items and services provided to Members, including Encounter Data, in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the DHCS Contract, or from the date of completion of any audit, whichever is later. Records involving matters which are the subject of litigation shall be retained for a period of not less than ten (10) years following the termination of litigation. County's books and records shall be maintained within, or be otherwise accessible within the State and pursuant to HSC § 1381(b). Such records shall be maintained in chronological sequence and in an immediately retrievable form that allows CalOptima and/or representatives of any regulatory or law enforcement agency immediate and direct access and inspection of all such records at the time of any onsite audit or review.

This provision shall survive the expiration or termination of this Contract.

[DHCS Contract, Exhibit A, Attachment III, §§ 1.3.4.D, 3.1.5(A.9) and (B.14); HSC § 1381; 28 CCR 1300.81]

9. **Access to Books and Records**. County agrees, and shall ensure its Subcontractors agree in Subcontracts, to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining directly or indirectly to the goods and services furnished under the terms of the Contract available for the purpose of an audit, inspection, evaluation, examination or copying at any time (i) in accordance with inspections and audits as directed by CalOptima, Regulators, the Department of Justice ("**DOJ**"), Office of Attorney General Division of Medi-Cal Fraud and Elder Abuse ("**DMFEA**"), DHCS's External Quality Review Organization contractor, and any other State or federal entity and their duly authorized designees statutorily

entitled to have oversight responsibilities over CalOptima and/or County and its Subcontractors; (ii) at all reasonable times at Provider's and Subcontractor's respective places of business or at such other mutually agreeable location in the State; and (iii) in a form maintained in accordance with the general standards applicable to such book or record keeping. County and Subcontractors shall provide access to all security areas and facilities and cooperate and assist State representatives in the performance of their duties. If DHCS, CMS, DMFEA, or DOJ or any other authorized State or federal agency, determines there is a credible allegation of fraud against County, CalOptima reserves the right to suspend or terminate the Provider from participation in the Medi-Cal program; immediately suspend payments to Provider; seek recovery of payments made to Provider or any Subcontractor; impose other sanctions provided under the DHCS Contract, and conduct additional monitoring.

County and Subcontractors shall cooperate in the audit process by signing any consent forms or documents required by Regulators including DHCS, DMHC, the DOJ, Attorney General, Federal Bureau of Investigation, Bureau of Medi-Cal Fraud, and/or CalOptima to release any records or documentation Provider may possess in order to verify Provider's records.

This provision shall survive the expiration or termination of this Contract and Subcontracts. [DHCS Contract, Exhibit A, Attachment III, § 1.3.4(D), § 3.1.5 (A.8) and (B.13); Exhibit E, § 1.1.22(B); APL 19-001, Attachment A; APL 17-001]

10. **Records Related to Recovery for Litigation**. Upon request by CalOptima, County shall timely gather, preserve and provide to CalOptima, DHCS, CMS, DMFEA, and any authorized State or federal agency in the form and manner specified by such entity, any information subject to any lawful privileges, in County's or its Subcontractors' possession, relating to threatened or pending litigation by or against CalOptima or DHCS. If County asserts that any requested documents are covered by a privilege, County shall: (i) identify such privileged documents with sufficient particularity to reasonably identify the documents while retaining the privilege; and (ii) state the privilege being claimed that supports withholding production of the document. County agrees to promptly provide CalOptima with copies of any documents provided to any party in any litigation by or against CalOptima or DHCS. Provider acknowledges that time is of the essence in responding to such requests. County shall use all reasonable efforts to immediately notify CalOptima of any subpoenas, document production requests, or requests for records received by County or its Subcontractors related to this Contract or Subcontracts. County further agrees to timely gather, preserve, and provide to DHCS any records in Provider's or its Subcontractor's possession. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.10) and (B.15); Exhibit E, § 1.1.27]

11. **Transfer**. County agrees and will require its Subcontractors to assist CalOptima in the transfer of Member care if in the event of: (i) termination of the DHCS Contract for any reason in accordance with the terms of the DHCS Contract; (ii) termination of this Contract for any reason; or (iii) a Subcontract terminates for any reason. Such assistance will include making available to CalOptima and DHCS copies of each Member's medical records and files, and any other pertinent information necessary to provide affected Members with case management and continuity of care. Such records will be made available at no cost to CalOptima, DHCS, or Members. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.11) and (B.16); Exhibit E, § 1.1.17(B)]

12. **Unsatisfactory Performance**. County agrees that the Contract or Provider's participation in the Medi-Cal program will be terminated, or subject to other remedies, if DHCS or CalOptima determine that Provider has not performed satisfactorily. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.12)]

13. **Hold Harmless**. County and its Subcontractors shall accept CalOptima's payment as described in this Contract as payment in full for all Covered Services. Provider and its Subcontractors agree to hold harmless both the State and Members in the event that CalOptima cannot or will not pay for obligations undertaken by Provider pursuant to this Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.13) and (B.18)]

14. **Prohibition on Member Claims and Member Billing**. County and its Subcontractors will not bill or otherwise collect reimbursement from a Member for any services provided under this Contract. County and its Subcontractors will ensure that Members are not balance billed for any service provided out of network. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.5(A.14); 3.3.6; 5.2.7]

15. **Prospective Requirements**. CalOptima will inform County of prospective requirements added by State or federal law, or DHCS to the DHCS Contract that would impact County's obligations before the requirement becomes effective. County agrees to comply with the new requirements within thirty (30) days of the effective date, unless otherwise instructed by CalOptima or DHCS. County will ensure Subcontractors are (i) informed of prospective requirements that would impact their obligations before the requirements become effective; and (ii) agree to comply with new requirements within thirty (30) days of the effective date, unless otherwise instructed by CalOptima or DHCS. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.15), (B.22), and (B.23)]

16. **Network Provider Training**. County shall participate in training required by CalOptima in order for CalOptima to comply with the DHCS Contract. Such provider training may include, utilization management training, quality of care for children (early periodic screening, diagnosis and testing) training, Member's rights, and advanced directives. Training will also include training on cultural competency and linguistic programs as outlined in this section. County shall ensure that all Subcontractors receive all applicable training. [DHCS Contract, Exhibit A, Attachment III, §§ 2.3(F), 3.2.5, 5.1.1, 6.1.3(C)]

    16.1 Diversity, Health Equity, Cultural Competency, and Sensitivity Training. County shall ensure that annual diversity, Health Equity, cultural competency/humility, and sensitivity training is provided for employees and staff at key points of contact, pursuant to the DHCS Contract. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.5(A.16) and (B.24); 5.2.11(C)]

    16.2 Cultural/Linguistic Training Programs. County shall participate in and comply with any applicable performance standards, policies, procedures, and programs established from time to time by CalOptima and federal and State agencies and provided or made available to County with respect to cultural and linguistic services, including attending training programs and collecting and furnishing cultural and linguistic data to CalOptima and federal and State agencies. [DHCS Contract, Exhibit A, Attachment III, § 5.2.11]

17. **Language Assistance and Interpreter Services**. County and its Subcontractors will comply with language assistance standards developed pursuant to HSC § 1367.04 and the DHCS Contract. County agrees to provide or arrange for the provision of interpreter services for Members. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.5(A.17) and (B.25); 5.1.3(F)]

18. **Fraud, Waste, and Abuse Reporting**. County shall report suspected fraud, waste, or abuse to CalOptima in accordance with the Contract. County agrees to provide CalOptima with all information reasonably requested by CalOptima, DHCS, or other State and federal agencies with jurisdiction in order for CalOptima to comply with fraud, waste, or abuse investigations and reporting requirements. In the course of a fraud, waste, or abuse investigation, CalOptima may

share with County information that DHCS has disclosed to CalOptima ("**FWA Confidential Data**"). acknowledges and agrees to maintain FWA Confidential Data confidentially. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.2(D), 3.1.5(A.18) and (B.26),]

19. **Provider Identified Overpayments**. In addition to Overpayment requirements under the Contract, County shall report in writing to CalOptima when it has received an Overpayment, identify the reason for the Overpayment, and promptly return the overpayment to CalOptima as outlined within sixty (60) days of the date Provider identified the Overpayment. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.6, 3.1.5(A.19) and (B.27)]

20. **Health Care Providers' Bill of Rights**. Notwithstanding anything in this Contract to the contrary, County shall be entitled to the protections of the Health Care Providers' Bill of Rights, as set forth in HSC § 1375.7, in the administration of this Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(A.20)]

21. **Provider Grievances**. County has the right to submit a dispute or grievance through CalOptima's formal process to resolve provider disputes and grievances pursuant to HSC §1367(h)(1). CalOptima's process to resolve County disputes or grievances are set forth in this Contract and the CalOptima Policies. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.5(A.20), 3.2.2(B)]

22. **Effective Dates**. This Contract and its amendments will become effective only as set forth in the DHCS Contract, which requires filing and approval by DHCS of template contracts and amendments, and Subcontractor and Downstream Subcontractor agreements and amendments. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.2, 3.1.5(B.4)]

23. **Assignment and Sub-delegation**. County agrees that any assignment or delegation of an obligation or responsibility under this Contract by County to a Subcontractor shall be void unless prior written approval is obtained from CalOptima and DHCS. Provider further agrees that assignment or delegation by a Subcontractor is void unless prior written approval is obtained from DHCS. CalOptima or DHCS may withhold consent at their sole and absolute discretion. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.5) and (B.6); APL 19-001, Attachment A, Requirement 14]

24. **Quality Improvement & Utilization Management**. County agrees to cooperate and participate in CalOptima's quality management and improvement programs, including participating in the UM program, QIHETP, and population needs assessments. [DHCS Contract, Exhibit A, Attachment III, §§ 2.2.4, 3.1.5(B.19)]

25. **Emergency Services and Post-Stabilization Delegation**. Responsibility for coverage and payment of Emergency Services and post-stabilization care services have not been delegated to County under the Contract. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.9)].

26. **Telehealth**. When providing any Covered Services through telehealth and/or subsequently billing for telehealth Covered Services, County shall ensure that it complies with all applicable statutory and regulatory requirements, including HSC § 1374.13; W&I Code §§ 14132.72, 14132.100, and 14132.725; Business & Professions Code § 2290.5, and DHCS APL 23-007 (and any successor guidance) (collectively "**Telehealth Requirements**"). These Telehealth Requirements include (i) obtaining and documenting Member consent to use telehealth; (ii) ensuring the services can be appropriately delivered via telehealth; (iii) offering telehealth services via in-person, face-to-face interactions, as well, or arranging for referrals and facilitating in-person care so that a Member does not have to independently contact a different provider; (iv) establishing all new patients through

telehealth using an approved methodology; (v) complying with all privacy and confidentiality laws in rendering services; and (vi) satisfying the required documentation and coding requirements, as further outlined in CalOptima Policies. Claims for Covered Services provided through telehealth may not be reimbursable under the Contract if Provider did not comply with these Telehealth Requirements.

27. **Electronic Prescriptions**. County and any Subcontractors who may issue prescriptions under Business & Professions Code § 4040(a) shall have the capacity to prescribe electronically and shall issue electronic prescriptions in accordance with Business & Professions Code § 688.

28. **Amendment and Termination**. County agrees to notify DHCS if this Contract or an agreement with a Subcontractor is amended or terminated for any reason. For purposes of this section, notice is considered given when the notice is properly addressed and deposited in the United States Postal Service as first-class registered mail, postage prepaid. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.17); APL 19-001, Attachment A, Requirement 13]

29. **Delegated Activities**. If County is specifically delegated by CalOptima, delegated activities and reporting requirements will be further set forth in a separate attachment or addendum to this Contract. Such delegation may include, Claims processing, utilization management, quality improvement, Health Equity activities, credentialing activities, and any other obligation that CalOptima is permitted to delegated to County, to the extent agreed upon between CalOptima and Provider. County agrees to perform and will require its Subcontractors to perform the obligations and functions of CalOptima undertaken pursuant to the Contract, including reporting responsibilities, in compliance with CalOptima's obligations under the DHCS Contract in accordance with 42 CFR § 438.230(c)(1)(ii). County agrees to the revocation of the delegated activities and/or obligations, and/or any other specific remedies in instances where DHCS or CalOptima determine that County has not performed satisfactorily. If CalOptima delegates quality improvement activities, the Parties agree that the Contract will include provisions that address, at a minimum: (i) quality improvement responsibilities, and specific delegated functions and activities of CalOptima and County; (ii) CalOptima's oversight, monitoring, and evaluation processes and County's agreement to such processes; (iii) CalOptima's reporting requirements and approval processes, including, County's responsibility to report findings and actions taken as a result of the quality improvement activities at least quarterly; and (iv) CalOptima's actions/remedies if County's obligations are not met. [DHCS Contract, Exhibit A, Attachment III, §§ 3.1.1, 3.1.5(B.1), (B.8), (B.20), and (B.28); APL 19-001, Attachment A, Requirement 22]

30. **Utilization Data**. If and to the extent that the County is responsible for the coordination of care for Members, CalOptima shall share with Provider any utilization data that DHCS has provided to CalOptima, and County shall receive the utilization data provided by CalOptima and use solely for the purpose of Member care coordination. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.21); APL 19-001, Attachment A, Requirement 23]

31. **Medical Decisions**. County will ensure that medical decisions or any course of treatment in the provision of Covered Services by County, Subcontractors, or Downstream Subcontractors are not unduly influenced by fiscal and administrative management. [DHCS Contract, Exhibit A, Attachment III, § 1.1.5]

32. **Capacity, Licensure, and Enrollment**. County and its Subcontractors shall furnish to Medi-Cal Members those Medically Necessary Covered Services that County and Subcontractor is authorized to provide under this Contract, consistent with the scope of Provider's and/or Subcontractor's license, certification, and/or accreditation, and in accordance with professionally

recognized standards. County and its Subcontractors agree to comply with required provider screening, enrollment, and credentialing and recredentialing requirements. Provider warrants that it has and shall maintain through the Term adequate staff to comply with its obligations under the Contract and will require its Subcontractors to maintain adequate staff as well. [DHCS Contract, Exhibit A, Attachment III, § 1.3.3]

33. **Medi-Cal Enrollment**. If County is a provider type that is not able to enroll in Medi-Cal through the DHCS, County shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of 22 CCR § 51000.35.

34. **Prohibition Against Payment to Excluded Providers**. County agrees that CalOptima is prohibited from contracting with individuals excluded from participation in State or federal programs and agrees that CalOptima shall not pay County if Provider is excluded from State or federal programs. County further agrees to not contract with or make payments to Subcontractors excluded from State or federal programs. [DHCS Contract, Exhibit A, Attachment III, §§ 1.3.4, 3.3.18]

35. **Ownership Disclosure Statement**. Prior to commencing services under this Contract, County shall provide CalOptima with the disclosures required by 42 CFR §§ 438.608(c)(2), 438.602(c), and 455.105, including the names of the officers and owners of County holding more than five percent (5%) of the stock issued by County , and major creditors holding more than five percent (5%) of the debt of County by completing the form in Attachment E, and County shall promptly notify CalOptima of any change in the required disclosures in Attachment E. [DHCS Contract, Exhibit A, Attachment III, § 1.3.5; Exhibit E, § 1.1.11(A.5)]

    35.1 If a Subcontractor is not eligible to enroll in Medi-Cal, County shall provide an accurate, current, signed copy of the DHCS Medi-Cal Disclosure Form, DHCS-6216, or such other disclosure form as DHCS may otherwise specify to meet the requirements of 22 CCR § 51000.35 for the Subcontractor.

36. **Performance Improvement Projects**. County and Subcontractors shall comply with all applicable performance standards and participate in performance improvement projects ("**PIP**s"), including any collaborative PIP workgroups, as may be directed by CMS, DHCS, or CalOptima. [DHCS Contract, Exhibit A, Attachment III, § 2.2.9(A)-(B)]

37. **No Punitive Action**. CalOptima will not take punitive action against County if County requests an expedited resolution of or supports a provider or Member appeal. CalOptima will not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a Member (i) for the Member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered, including any information the Member needs in order to decide among all relevant treatment options; (ii) for the risks, benefits, and consequences of treatment or non-treatment; (iii) for the Member's right to participate in decisions regarding his or her health care, including the right to refuse treatment; and (iv) to express preferences about future treatment decisions. [DHCS Contract, Exhibit A, Attachment III, §§ 3.2.7, 4.6.5(A)]

38. **Claims Processing**. CalOptima will process Claims in accordance with the DHCS Contract, HSC §§ 1371 through 1371.36 and their implementing regulations, and as outlined in CalOptima Policies. If County is responsible for Claims payments, County will pay Claims consistent with this provision. [DHCS Contract, Exhibit A, Attachment III, § 3.3.5]

39. **Cost Avoidance/Other Health Coverage**. County acknowledges that Medi-Cal is a payor of last resort except for services in which Medi-Cal is required to be the primary payer. Accordingly, CalOptima shall not pay Claims for services provided to a Member who has third-party coverage without proof that Provider has first exhausted all other payment sources. County shall not refuse to provide Covered Services to Members when third-party coverage is indicated in the Member's Medi-Cal eligibility record. County shall review the Member's eligibility record for third party coverage, and if the Member has third-party coverage, County must notify the Member to seek the service from the third-party coverage. [DHCS Contract, Exhibit E, § 1.1.25(G)]

40. **Public Record**. Notwithstanding any other term of the Contract, this Contract and all information received in accordance with the DHCS Contract will be public record on file with DHCS, except as specifically provided by Laws. DHCS ensures the confidentiality of information and contractual provisions filed with DHCS to the extent the information and provisions are specifically exempted by Laws. [DHCS Contract, Exhibit A, Attachment III, § 3.1.11]

41. **Provider Preventable Condition**. CalOptima will not pay County for a provider preventable condition as described in 42 C.F.R. § 438.3(g). As a condition of payment, County shall comply with reporting requirements on provider preventable conditions in the form and frequency required by DHCS in APL 17-009 or any superseding APL. [DHCS Contract, Exhibit A, Attachment III, § 3.3.17]

42. **Member Rights**. County and Subcontractors will not retaliate or take any adverse action against a Member for the Member exercising their rights under the DHCS Contract. [DHCS Contract, Exhibit A, Attachment III, § 5.1.1(A.1.r)]

43. **Medical Records**. All medical records shall be maintained in accordance with CalOptima Policies. County shall ensure that an individual is delegated the responsibility of securing and maintaining medical records at each Subcontractor site. [DHCS Contract, Exhibit A, Attachment III, § 5.2.14]

44. **Timely Access/Standards of Accessibility**. County and Subcontractors will comply with applicable standards of accessibility and timely access requirements as outlined in the Contract and in CalOptima Policies. County and Subcontractors will comply with CalOptima's procedures for monitoring County's and Subcontractor's compliance with this section. [DHCS Contract, Exhibit A, Attachment III, § 5.2.5]

45. **Minor Consent Services**. County and its Subcontractors are prohibited from disclosing, and agree not to disclose, any information related to minor consent services without the express consent of the minor Member. County and its Subcontractors will comply with CalOptima's requirements for services to minor Members as outlined in the CalOptima Policies. [DHCS Contract, Exhibit A, Attachment III, § 5.2.8(D)]

46. **Emergency Preparedness Requirements**. County agrees to cooperate with and comply with CalOptima's Emergency requirements, policies and procedures, and training to ensure continuity of care for Members during an Emergency. For purposes of this section, "**Emergency**" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by a public health crisis, natural and man-made hazards, or disasters. County will (i) annually submit to CalOptima evidence of adherence to CMS Emergency Preparedness Final Rule 81 Fed. Reg. 63859 and 84 Fed. Reg. 51732; (ii) advise CalOptima of County's Emergency plan; and (iii) notify CalOptima within twenty-four (24) hours of an Emergency if County closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency. [DHCS Contract, Exhibit A, Attachment III, §§ 6.1, 6.1.3(C)]

47. **State's Right to Monitor**. County and Subcontractors shall comply with all monitoring provisions of this Contract, the DHCS Contract, and any monitoring requests by CalOptima and Regulators. Without limiting the foregoing, CalOptima and authorized State and federal agencies will have the right to monitor, inspect, or otherwise evaluate all aspects of the Provider's operation for compliance with the provisions of this Contract and Laws. Such monitoring, inspection, or evaluation activities will include inspection and auditing of Provider, Subcontractor, and County's and Subcontractors' facilities, management systems and procedures, and books and records, at any time, pursuant to 42 CFR § 438.3(h). The monitoring activities will be either announced or unannounced. To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the County. Access will be undertaken in such a manner as to not unduly delay the work of the County and/or the Subcontractor(s). [DHCS Contract, Exhibit D(f) § 8; Exhibit E, § 1.1.22(B)]

48. **Laboratory Testing**. County agrees that if any performance under this Contract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 USC § 263a and the regulations thereto. [DHCS Contract, Exhibit D(f), § 18]

49. **Third Party Tort Liability**. County and Subcontractors shall make no claim for the recovery of the value of Covered Services rendered to a Member when such recovery would result from an action involving tort liability of a third party, recovery from the estate of deceased Member, worker's compensation, class action claims or casualty liability insurance awards and uninsured motorist coverage. County shall identify and notify CalOptima, within five (5) days of discovery, which shall in turn notify DHCS, of any action by the Member that may result in casualty insurance payments, tort liability, Workers' Compensation awards, class action claims, or estate recovery that could result in recovery by the CalOptima Member of funds to which DHCS has lien rights under Welfare and Institutions Code Article 3.5 (commencing with Section 14124.70), Part 3, Division 9. [DHCS Contract, Exhibit E, §§ 1.1.25 and 1.1.26]

50. **Changes in Availability or Location of Services**. Any substantial change in the availability or location of services to be provided under this Contract requires the prior written approval of DHCS. County's proposal to reduce or change the hours, days, or location at which the services are available shall be given to CalOptima at least seventy-five (75) days prior to the proposed effective date. [DHCS Contract, Exhibit A, Attachment III, § 5.2.9]

51. **Confidentiality of Medi-Cal Members**.

51.1 County and its Subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, personally identifying information, and any other Member confidential information in accordance with 45 CFR Parts 160 and 164, Civil Code §§ 1798 *et seq.* County and its Subcontractors shall obtain prior written authorization from the Member in order to disclose such information unless exempted by 22 CCR § 51009. [DHCS Contract, Exhibit A, Attachment III, § 5.1.1(B)]

51.2 In accordance with 42 CFR § 431.300 *et seq*., as well as W&I Code § 14100.2 and regulations adopted thereunder, County and its employees, agents, and Subcontractors shall protect from unauthorized disclosure the names and other identifying information, records, data, and data elements concerning persons either receiving services pursuant to this Contract, or persons whose names or identifying information become available or are

disclosed to County, its employees, and/or agents as a result of services performed under this Contract, except for statistical information not identifying any such persons. County and its employees, agents, and Subcontractors shall not use or disclose, except as otherwise specifically permitted by this Contract or authorized by the Member, any such identifying information to anyone other than DHCS or CalOptima without prior written authorization from CalOptima.

51.2.1 County and its employees, agents, and Subcontractors shall promptly transmit to CalOptima all requests for disclosure of such identifying information not emanating from the Member. County may release medical records in accordance with Laws pertaining to the release of this type of information. County is not required to report requests for medical records made in accordance with Laws.

51.2.2 With respect to any identifiable information concerning a Member under this Contract that is obtained by County or its Subcontractors, County will, at the termination or expiration of this Contract, return all such information to CalOptima or maintain such information according to written procedures sent to the County by CalOptima for this purpose.

51.2.3 For purposes of this Section 51.2, identity shall include the name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

[DHCS Contract, Exhibit D(f) § 14; Exhibit E, § 1.1.23]

52. **Debarment Certification**. By signing this Contract, County agrees to comply with applicable federal suspension and debarment regulations, including 2 CFR 180 and 2 CFR 376.

52.1 By signing this Contract, County certifies to the best of its knowledge and belief, that it and its principals:

52.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

52.1.2 Have not within a three (3)-year period preceding this Contract been convicted of or had a civil judgment rendered against them for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (ii) a violation of federal or State antitrust statutes; or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

52.1.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 52.1.2, above;

52.1.4 Have not within a three (3)-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default;

52.1.5 Have not, within a three (3)-year period preceding this Contract, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376;

52.1.6 Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (*i.e.*, 48 CFR Part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

52.1.7 Will include a clause entitled, "Debarment and Suspension Certification'' that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

52.2 If the County is unable to certify to any of the statements in this Section 52, County shall submit an explanation to CalOptima prior to the Effective Date and then immediately upon any change in the certifications above during the Term.

52.3 The terms and definitions in this Section 52 not otherwise defined in the Contract have the meanings set out in 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

52.4 If the County knowingly violates this certification, in addition to other remedies available to the federal government, CalOptima may terminate this Contract for cause.

[DHCS Contract, Exhibit (D)(f) § 20]

53. **DHCS Directions**. If required by DHCS, County and its Subcontractors shall cease specified services for Members, which may include referrals, assignment of beneficiaries, and reporting, until further notice from DHCS. [DHCS Contract, Exhibit (D)(f) § 34]

54. **Lobbying Restrictions and Disclosure Certification**.

54.1 This Section 54 is applicable to federally funded contracts in excess of one hundred thousand dollars ($100,000) per 31 USC § 1352. If this Section 54 is applicable to the Contract, County shall comply with the requirements in this Section 54, as well as complete the disclosure forms in Attachment-E prior to the Effective Date.

54.2 Certification and Disclosure Requirements.

54.2.1 If this Contract is subject to 31 USC § 1352 and exceeds one hundred thousand dollars ($100,000) at any tier, County shall file the certification and disclosure forms in Attachment E prior to the Effective Date.

54.2.2 County shall file a disclosure (in the form set forth in Attachment E, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if County has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant that would be prohibited under Section 54.3 if paid for with appropriated funds.

54.2.3 County shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy

of the information contained in any disclosure form previously filed by Provider under Section 54.2.2. An event that materially affects the accuracy of the information reported includes:

54.2.3.1 A cumulative increase of twenty-five thousand dollars ($25,000) or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

54.2.3.2 A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

54.2.3.3 A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

54.2.4 Each Subcontractor who requests or receives from County or Subcontractor a contract, subcontract, grant, or subgrant exceeding one hundred thousand dollars ($100,000) at any tier under this Contract shall file a certification, and a disclosure form, if required, to the next tier above that Subcontractor.

54.2.5 All disclosure forms (but not certifications) completed under this Section 54.2 and Attachment E shall be forwarded from tier to tier until received by CalOptima. CalOptima shall forward all disclosure forms to DHCS program contract manager.

54.3 Prohibition. 31 USC § 1352 provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

[DHCS Contract, Exhibit (D)(f) § 37.b]

55. **Air or Water Pollution Requirements**. Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by Laws. If applicable, County agrees to comply with all standards, orders, or requirements issued under the Clean Air Act (42 USC §§ 7401 *et seq*.), as amended, and the Clean Water Act (33 USC §§ 1251 et seq.), as amended. [DHCS Contract, Exhibit (D)(f) § 12]

56. **Smoke-Free Workplace**. Public Law 103-227, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one thousand dollars ($1,000) for each violation and/or the imposition of an administrative compliance order on the responsible party. County shall comply with the applicable requirements of the Pro-Children Act. County further agrees that it will insert this certification into any Subcontracts, if required by the Pro-Children Act. [DHCS Contract, Exhibit (D)(f) § 21]

57. **Domestic Partners**. Pursuant to HSC § 1261, if County is licensed pursuant to HSC § 1250, County agrees to permit a Member to be visited by a Member's domestic partner, the children of the Member's domestic partner, and the domestic partner of the Member's parent or child. [DHSC § 1261]

58. **Conflict of Interest**. County agrees to avoid conflicts of interest or the appearance of a conflict of interest and shall (i) comply with conflict-of-interest avoidance requirements of the DHCS Contract; (ii) comply with any conflict avoidance plan issued by CalOptima; and (iii) notify CalOptima within ten (10) Business Days of becoming aware of any potential, suspected, or actual conflict of interest. [DHCS Contract, Exhibit H]

59. **DHCS Beneficiary**. County expressly agrees and acknowledges that (i) DHCS is a direct beneficiary of the Contract and any Subcontractor or Downstream Subcontractor agreement with respect to the obligations and functions undertaken under the Contract; and (ii) DHCS may directly enforce any and all provisions of the Subcontractor agreement or Downstream Subcontractor agreement. [DHCS Contract, Exhibit A, Attachment III, § 3.1.5(B.29)]

60. **Employment Non-Discrimination**. During the performance of this Contract, neither County nor any Subcontractors shall unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status. County and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and shall comply with the provisions of the Fair Employment and Housing Act (Government Code §§ 12900 *et seq*.) and the applicable regulations promulgated thereunder (2 CCR §§ 11000 *et seq*.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12990, set forth in Chapter 5 of Division 4 of Title 2 of the CCR are incorporated into this Contract by reference and made a part hereof as if set forth in full. County and Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. County shall include the non-discrimination and compliance provisions of this Section 60 in all Subcontracts. [DHCS Contract, Exhibit E § 1.1.28]

60.1 County and all Subcontractors shall comply with federal nondiscrimination requirements in Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Sections 504 and 508 of the Rehabilitation Act of 1973, as amended; Titles II and III of the Americans with Disabilities Act of 1990, as amended; Section 1557 of the Patient Protection and Affordable Care Act of 2010; and federal implementing regulations promulgated under the above-listed statutes. Provider and all Subcontractors shall comply with California nondiscrimination requirements, including the Unruh Civil Rights Act, GC sections 7405 and 11135, W&I Code § 14029.91, and State implementing regulations. [DHCS Contract, Exhibit E § 1.1.29]

61. **Member Non-Discrimination**. Neither County nor Subcontractors shall discriminate against Members or Potential Members on the basis of any characteristic protected under federal or State

nondiscrimination law, including sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code § 422.56, including the statutes identified in Section 60 above. For the purpose of this Contract, if based on any of the foregoing criteria, the following constitute unlawful discriminations: (i) denying any Member any Covered Services or availability of a Facility; (ii) providing to a Member any Covered Service that is different or is provided in a different manner or at a different time from that provided to other similarly situated Members under this Contract, except where medically indicated; (iii) subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; (iv) restricting or harassing a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any Covered Service; (v) assigning times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, or identification with any other persons or groups defined in Penal Code § 422.56, to the Members to be served; (vi) treating a Member or potential Member differently from others in determining whether they satisfy any admission, Enrollment, quota, eligibility, membership; or adding other requirements or conditions which Members must meet in order to be provided any Covered Service; (vii) utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; (viii) failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and (ix) failing to ensure meaningful access to programs and activities for limited English proficiency Members and potential Members.

61.1 County shall take affirmative action to ensure all Members are provided Covered Services without unlawful discrimination, except where needed to provide equal access to limited English proficiency Members or Members with disabilities, or where medically indicated. For the purposes of this Section 61, physical handicap includes the carrying of a gene which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genetic handicap shall include Tay-Sachs trait, sickle cell trait, thalassemia trait, and X-linked hemophilia.

61.2 County shall act upon all complaints alleging discrimination against Members in accordance with CalOptima's Member Complaint Policy and shall forward copies of all such grievances to CalOptima, attention Grievance & Appeals Resolution Services, within five (5) days of receipt of same.

61.3 County shall require all Subcontractors to cooperate with CalOptima's Member Complaint Policy and time requirements to Appeal within designated time frames.

[DHCS Contract, Exhibit E § 1.1.30]

62. **Program Integrity and Compliance Program**. County will comply with CalOptima's program integrity and compliance program. [DHCS Contract, Exhibit A, Attachment III, § 1.3]