

CONTRACT FOR PROVISION OF  
COMMUNITY CLINIC SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC\_NAME»

«UC\_DBA»

JULY 1, 2021 THROUGH JUNE 30, 2026

THIS CONTRACT entered into this 1st day of July, 2021 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), and «UC\_NAME» «UC\_DBA» (CONTRACTOR), «CORP\_STATUS». COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the Director of the County’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

**W I T N E S S E T H:**

WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and  
WHEREAS, there exists an established network of community clinics and Federally Qualified Health Center in Orange County with the capability to deliver direct medical, dental, mental health, vision, and physical/occupational therapy services using Tobacco Settlement Revenues; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of direct medical, dental, mental health, physical therapy, occupational therapy, and vision services described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page .....	1
Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	5
II. Alteration of Terms .....	7
III. Assignment of Debts .....	7
IV. Compliance .....	7
V. Confidentiality .....	11
VI. Conflict of Interest .....	12
VII. Delegation, Assignment and Subcontracts .....	12
VIII. Dispute Resolution .....	14
IX. Employee Eligibility Verification .....	15
X. Facilities, Payments and Services .....	15
XI. Indemnification and Insurance .....	15
XII. Inspections and Audits .....	19
XIII. Licenses and Laws .....	20
XIV. Literature, Advertisements, and Social Media .....	21
XV. Maximum Obligation .....	21
XVI. Minimum Wage Laws .....	21
XVII. Nondiscrimination .....	22
XVIII. Notices .....	24
XIX. Notification of Death .....	25
XX. Notification of Public Events and Meetings .....	25
XXI. Records Management and Maintenance .....	25
XXII. Research and Publication .....	27
XXIII. Severability .....	27
XXIV. Special Provisions .....	28
XXV. Status of CONTRACTOR .....	28
XXVI. Term .....	29
XXVII. Termination .....	29
XXVIII. Third Party Beneficiary .....	31
XXIX. Waiver of Default or Breach .....	31
Signature Page .....	32
36 //	
37 //	



**REFERENCED CONTRACT PROVISIONS**

**Master Contract Term:** July 1, 2021 through June 30, 2026

Tobacco Settlement Revenue

Period One means the period July 1, 2021 through June 30, 2022

Period Two means the period July 1, 2022 through June 30, 2023

Period Three means the period July 1, 2023 through June 30, 2024

Period Four means the period July 1, 2024 through June 30, 2025

Period Five means the period July 1, 2025 through June 30, 2026

Whole Person Care

Period One means the period July 1, 2021 through December 31, 2021

<b>Aggregate Maximum Obligation:</b>	<b>TSR Funds</b>	<b>Grant Funds</b>	<b>Total</b>
AGGREGATE MAXIMUM OBLIGATION	\$ 27,719,512	\$ 1,798,078	\$29,517,590

**Basis for Reimbursement:** Fee-For-Service and Actual Cost

**Payment Method:** Payment in Arrears and As Incurred

**CONTRACTOR DUNS Number:** «DUNS\_»

**CONTRACTOR TAX ID Number:** «TAX\_ID\_»

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
 Health Care Agency  
 Contract Services  
 405 West 5th Street, Suite 600  
 Santa Ana, CA 92701-4637

**CONTRACTOR:** «LC\_NAME»  
 «LC\_DBA»  
 «ADDRESS»  
 «CITY\_STATE\_ZIP»  
 «CONTACT», «CONTACT\_TITLE»  
 «CONTACT\_EMAIL»

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## I. ACRONYMS

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

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. TSR	Tobacco Settlement Revenue
5	BV. UMDAP	Uniform Method of Determining Ability to Pay
6	BW. UOS	Units of Service
7	BX. USC	United States Code
8	BY. WIC	Women, Infants and Children

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## **II. ALTERATION OF TERMS**

11 A. This Contract, together with Exhibits A and B, attached hereto and incorporated herein, fully  
 12 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
 13 matter of this Contract.

14 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this  
 15 Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees or  
 16 agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
 17 formally approved and executed by both Parties.

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## **III. ASSIGNMENT OF DEBTS**

20 Unless this Contract is followed without interruption by another contract between the Parties hereto  
 21 for the same services and substantially the same scope, at the termination of this Contract,  
 22 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons  
 23 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of  
 24 the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the  
 25 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
 26 said persons, shall be immediately given to COUNTY.

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## **IV. COMPLIANCE**

29 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the  
 30 purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

31 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
 32 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
 33 General Compliance and Annual Provider Trainings.

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
 35 compliance program, code of conduct and any compliance related policies and procedures.  
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
 37 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements

1 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

2 These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

10 3. If CONTRACTOR does not provide proof of its own compliance program to  
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
12 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)  
13 calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR will  
14 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.  
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

17 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
19 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
20 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.  
21 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable  
22 time, which shall not exceed forty-five (45) calendar days, and determine if contractor's proposed  
23 compliance program and code of conduct contain all required elements to ADMINISTRATOR's  
24 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.  
25 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
26 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's  
27 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's  
28 determination and resubmit the same for review by ADMINISTRATOR.

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that  
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative  
32 to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies  
33 and procedures and contact information for ADMINISTRATOR's Compliance Program.

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
35 retained to provide services related to this Contract monthly to ensure that they are not designated as  
36 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services  
37 Administration's Excluded Parties List System or System for Award Management, the Health and Human



1 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal  
2 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of  
3 employment, and/or any other list or system as identified by ADMINISTRATOR.

4 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
5 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
6 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
7 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
8 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
9 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
10 CONTRACTOR has elected to use its own).

11 2. An Ineligible Person shall be any individual or entity who:  
12 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
13 and state health care programs; or  
14 b. has been convicted of a criminal offense related to the provision of health care items or  
15 services and has not been reinstated in the federal and state health care programs after a period of  
16 exclusion, suspension, debarment, or ineligibility.

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
19 Contract.

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

26 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
27 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
28 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services  
29 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.

1 Such individual or entity shall be immediately removed from participating in any activity associated with  
2 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
3 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
4 return any overpayments within forty-five (45) business days after the overpayment is verified by  
5 ADMINISTRATOR.

6 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance  
7 Training available to Covered Individuals.

8 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
9 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
10 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
11 representative to complete the General Compliance Training when offered.

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

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

15 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
16 copies of training certification upon request.

17 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
18 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
19 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
20 CONTRACTOR shall provide copies of the certifications.

21 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
22 Training, where appropriate, available to Covered Individuals.

23 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
24 Individuals relative to this Contract. This includes compliance with federal and state healthcare program  
25 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the  
26 Centers for Medicare and Medicaid Services or their agents.

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

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

30 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
31 provide copies of the certifications upon request.

32 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
33 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
34 setting while CONTRACTOR shall retain the certifications. Upon written request by  
35 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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1 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

9 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
10 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which  
11 accurately describe the services provided and must ensure compliance with all billing and documentation  
12 requirements.

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

15 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
16 days after the overpayment is verified by ADMINISTRATOR.

17 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and  
18 participate in the quality improvement activities developed in the implementation of the Quality  
19 Management Program.

20 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural  
21 Competency Plan submitted and approved by the State. ADMINISTRATOR shall update the Cultural  
22 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
23 §1810.410.subds.(c)-(d).

24 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
25 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the  
26 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
27 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
28 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such  
29 default.

30  
31 **V. CONFIDENTIALITY**

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

35 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
36 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of  
37 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and

1 all information and records which may be obtained in the course of providing such services. This Contract  
 2 shall specify that it is effective irrespective of all subsequent resignations or terminations of  
 3 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
 4 consultants, subcontractors, volunteers and interns.

#### 6 **VI. CONFLICT OF INTEREST**

7 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
 8 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
 9 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
 10 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to  
 11 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or  
 12 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence  
 13 or appear to influence COUNTY staff or elected officers in the performance of their duties.

#### 14 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

15  
 16 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
 17 prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
 18 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
 19 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
 20 Any attempted assignment or delegation in derogation of this paragraph shall be void.

21 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
 22 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
 23 new owners shall be required under the terms of sale or other instruments of transfer to assume  
 24 CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction  
 25 of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without  
 26 the prior written consent of COUNTY.

27 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
 28 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
 29 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
 30 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
 31 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
 32 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

33 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
 34 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
 35 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
 36 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

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1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
2 delegation in derogation of this subparagraph shall be void.

3 3. If CONTRACTOR is a governmental organization, any change to another structure,  
4 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
5 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
6 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this  
7 subparagraph shall be void.

8 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
9 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
10 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
11 the effective date of the assignment.

12 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
13 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
14 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
15 governing body of CONTRACTOR at one time.

16 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
17 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
18 COUNTY for the provision of services under the Contract.

19 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means  
20 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the  
21 requirements of this Contract as they relate to the service or activity under subcontract, include any  
22 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR  
23 prior to the beginning of service delivery.

24 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
25 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
26 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
27 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

28 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
29 pursuant to this Contract.

30 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts  
31 claimed for subcontracts not approved in accordance with this paragraph.

32 4. This provision shall not be applicable to service agreements usually and customarily entered  
33 into by CONTRACTOR to obtain or arrange for supplies, technical support, professional services  
34 provided by consultants, and medical services not provided directly by CONTRACTOR, including but  
35 not limited to dialysis.

36 D. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status  
37 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also



1 obligated to notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against  
2 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under the  
3 Contract, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may  
4 arise prior to or during the period of Contract performance. While CONTRACTOR will be required to  
5 provide this information without prompting from COUNTY any time there is a change in  
6 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
7 update to COUNTY of its status in these areas whenever requested by COUNTY.

8  
9 **VIII. DISPUTE RESOLUTION**

10 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
11 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a  
12 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to  
13 the attention of the County Purchasing Agent by way of the following process:

14 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
15 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving  
16 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

17 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
18 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand  
19 a written statement signed by an authorized representative indicating that the demand is made in good  
20 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
21 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

22 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,  
23 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,  
24 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed  
25 diligently shall be considered a material breach of this Contract.

26 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
27 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision  
28 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
29 decision adverse to CONTRACTOR's contentions.

30 D. This Contract has been negotiated and executed in the State of California and shall be governed  
31 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
32 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in  
33 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such  
34 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree  
35 to waive any and all rights to request that an action be transferred for adjudication to another county.

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1 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

2 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
3 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
4 consultants performing work under this Contract meet the citizenship or alien status requirements set forth  
5 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and  
6 consultants performing work hereunder, all verification and other documentation of employment  
7 eligibility status required by federal or state statutes and regulations including, but not limited to, the  
8 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they  
9 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
10 employees, subcontractors, and consultants for the period prescribed by the law.

11

12 **X. FACILITIES, PAYMENTS AND SERVICES**

13 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
14 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
15 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
16 minimum number and type of staff which meet applicable federal and state requirements, and which are  
17 necessary for the provision of the services hereunder.

18 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
19 as required, ADMINISTRATOR may, at its sole discretion, reduce the Aggregate Maximum Obligation.  
20 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in  
21 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

22 C. CONTRACTOR shall, at its own expense, provide and maintain the organizational and  
23 administrative capabilities required to carry out its duties and responsibilities under this Contract and in  
24 accordance with all the applicable statutes and regulations pertaining to Clinic Providers.

25

26 **XI INDEMNIFICATION AND INSURANCE**

27 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
28 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
29 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
30 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
31 including but not limited to personal injury or property damage, arising from or related to the services,  
32 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
33 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
34 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
35 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
36 a jury apportionment.

37 //

1 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
2 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
3 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
4 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on  
5 deposit with COUNTY during the entire term of this Contract.

6 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
7 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an  
8 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
9 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
10 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the  
11 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and  
12 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance  
13 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY  
14 representative(s) at any reasonable time.

15 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
16 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
17 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
18 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
19 Contract, agrees to all of the following:

20 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,  
21 claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's  
22 performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
23 counsel approved by Board of Supervisors against same; and

24 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
25 duty to indemnify or hold harmless; and

26 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
27 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted  
28 as though CONTRACTOR was an insurer and COUNTY was the insured.

29 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this  
30 Contract, COUNTY may terminate this Contract.

31 F. QUALIFIED INSURER

32 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-  
33 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition  
34 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but  
35 not mandatory, that the insurer be licensed to do business in the state of California (California Admitted  
36 Carrier).

37 //



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

4 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
 5 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

26 H. REQUIRED COVERAGE FORMS

27 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
 28 substitute form providing liability coverage at least as broad.

29 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,  
 30 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

31 I. REQUIRED ENDORSEMENTS

32 1. The Commercial General Liability policy shall contain the following endorsements, which  
 33 shall accompany the COI:

34 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as  
 35 broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees*  
 36 as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***  
 37 ***CONTRACT.***

1           b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
2 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance  
3 maintained by the County of Orange shall be excess and non-contributing.

4           2. The Network Security and Privacy Liability policy shall contain the following endorsements  
5 which shall accompany the COI:

6           a. An Additional Insured endorsement naming the *County of Orange, its elected and*  
7 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

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

11          J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
12 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents*  
13 *and employees*, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**  
14 **CONTRACT**.

15          K. All insurance policies required by this Contract shall waive all rights of subrogation against the  
16 County of Orange, its elected and appointed officials, officers, agents and employees when acting within  
17 the scope of their appointment or employment.

18          L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy  
19 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the  
20 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach  
21 of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this  
22 Contract.

23          M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are  
24 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
25 the completion of the Contract.

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

28          O. Insurance certificates should be forwarded to the agency/department address as specified in the  
29 Referenced Contract Provisions of this Contract.

30          P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
31 calendar days of notification by CEO/Purchasing or the agency/department purchasing division, it shall  
32 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or  
33 terminate this Contract.

34          Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance  
35 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in  
36 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
37 COUNTY.

1 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
2 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
3 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this  
4 Contract shall be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to  
5 all legal remedies.

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

9 T. SUBMISSION OF INSURANCE DOCUMENTS

10 1. The COI and endorsements shall be provided to COUNTY as follows:  
11 a. Prior to the start date of this Contract.  
12 b. No later than the expiration date for each policy.  
13 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
14 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

15 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the  
16 Referenced Contract Provisions of this Contract.

17 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
18 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have  
19 sole discretion to impose one or both of the following:

20 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
21 pursuant to any and all agreements between COUNTY and CONTRACTOR until such time that the  
22 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
23 submitted to ADMINISTRATOR.

24 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
25 COI or endorsement for each business day, pursuant to any and all agreements between COUNTY and  
26 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
27 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

28 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
29 CONTRACTOR's monthly invoice.

30 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
31 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
32 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
33

34 **XII. INSPECTIONS AND AUDITS**

35 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
36 of the State of California, the Secretary of the United States Department of Health and Human Services,  
37 the Comptroller General of the United States, or any other of their authorized representatives, shall to the

1 extent permissible under applicable law have access to any books, documents, and records, including but  
 2 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
 3 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a  
 4 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
 5 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
 6 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided  
 7 pursuant to this Contract, and the premises in which they are provided.

8 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 9 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract  
 10 and shall provide the above-mentioned persons adequate office space to conduct such evaluation or  
 11 monitoring.

12 C. AUDIT RESPONSE

13 1. Following an audit report, in the event of non-compliance with applicable laws and  
 14 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as  
 15 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 16 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 17 (30) calendar days after receiving notice from ADMINISTRATOR.

18 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement  
 19 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
 20 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of  
 21 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 22 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 23 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 24 reimbursement due COUNTY.

25 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with  
 26 ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be  
 27 required during the term of this Contract.

28 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen  
 29 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,  
 30 programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such  
 31 operation or audit is reimbursed in whole or in part through this Contract.

32  
 33 **XIII. LICENSES AND LAWS**

34 CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term  
 35 of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers,  
 36 and exemptions necessary for the provision of the services hereunder and required by the laws, regulations

37 //

1 and requirements of the United States, the State of California, COUNTY, and all other applicable  
2 governmental agencies.

#### 4 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

5 A. Any written information or literature, including educational or promotional materials, distributed  
6 by CONTRACTOR to any person or organization for purposes directly or indirectly related to this  
7 Contract must be approved at least thirty (30) calendar days in advance and in writing by  
8 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written  
9 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
10 and electronic media such as the Internet.

11 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
12 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Contract  
13 must be approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

14 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
15 available social media sites) in support of the services described within this Contract, CONTRACTOR  
16 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon  
17 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used  
18 to either directly or indirectly support the services described within this Contract. CONTRACTOR shall  
19 comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media  
20 developed in support of the services described within this Contract. CONTRACTOR shall also include  
21 any required funding statement information on social media when required by ADMINISTRATOR.

22 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by  
23 COUNTY, unless ADMINISTRATOR consents thereto in writing.

#### 24 **XV. MAXIMUM OBLIGATION**

25 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
26 agreements for Community Clinic Services is as specified in the Referenced Contract Provisions of this  
27 Contract. This specific Contract with CONTRACTOR is only one of several agreements to which this  
28 Aggregate Maximum Obligation applies. It therefore is understood by the Parties that reimbursement to  
29 CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

30 B. At the sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the  
31 amount reimbursed in each Period, provided the total amount reimbursed does not exceed the Aggregate  
32 Maximum Obligation of COUNTY as specified in the Referenced Contract Provisions of this Contract.  
33

#### 34 **XVI. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
37



1 or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
 2 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
 3 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing  
 4 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum  
 5 Wage.

6 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
 7 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
 8 standards pursuant to providing services pursuant to this Contract.

9 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
 10 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
 11 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State  
 12 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 13 **XVII. NONDISCRIMINATION**

### 14 **A. EMPLOYMENT**

15 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in  
 16 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or  
 17 applicant for employment because of his/her race, religious creed, color, national origin, ancestry, physical  
 18 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
 19 identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall  
 20 warrant that the evaluation and treatment of employees and applicants for employment are free from  
 21 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 22 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 23 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
 24 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
 25 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity Clause.  
 26

27 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
 28 and its subcontractors shall state that all qualified applicants will receive consideration for employment  
 29 without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental  
 30 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
 31 expression, age, sexual orientation, or military and veteran status. Such requirement shall be deemed  
 32 fulfilled by use of the term EOE.

33 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity  
 34 Clause to each labor union or representative of workers with which CONTRACTOR has a collective  
 35 bargaining agreement or other contract or understanding.

36 B. SERVICES, BENEFITS, AND FACILITIES – For all Clients with the same medical need or  
 37 condition, CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits,

1 or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry,  
2 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
3 gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance  
4 with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of  
5 the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101);  
6 Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic  
7 Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent  
8 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
9 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
10 Nondiscrimination Paragraph, discrimination includes, but is not limited to the following based on one or  
11 more of the factors identified above:

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

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

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

31 D. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of  
32 §504 of the Rehabilitation Act of 1973 (29 USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
33 the Americans with Disabilities Act of 1990 as amended (42 USC 12101, et seq.; as implemented in 29  
34 CFR 1630), pertaining to the prohibition of discrimination against qualified persons with disabilities in  
35 all programs or activities, as they exist now or may be hereafter amended together with succeeding  
36 legislation.

37 //

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

6 F. In the event of non-compliance with this paragraph, or as otherwise provided by federal or state  
7 law, this Contract may be terminated or suspended in whole or in part and CONTRACTOR may be  
8 declared ineligible for future contracts involving federal or state funds passed through COUNTY.

9  
10 **XVIII. NOTICES**

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

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

16 2. When faxed, transmission confirmed;

17 3. When sent by Email; or

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

20 B. Formal Notices, such as Termination Notices or notices modifying terms and conditions of this  
21 Contract, as allowed pursuant to this Contract, shall be effective:

22 1. When written and deposited in the United States mail, first class postage prepaid, certified  
23 mail, return receipt requested, and addressed as specified in the Referenced Contract Provisions of this  
24 Contract or as otherwise directed by ADMINISTRATOR; or

25 2. When delivered by U.S. Postal Service Express Mail, Federal Express, United Parcel Service  
26 or any other expedited delivery service.

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

31 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by  
32 ADMINISTRATOR.

33 E. For purposes of this Contract, CONTRACTOR agrees that the Coalition of Community Clinics  
34 (Coalition) may act as a representative of all Contracting Clinics for the purpose of distributing and/or  
35 coordinating any notices which may be provided by ADMINISTRATOR and which shall be applicable  
36 to all Contracting Clinics. In such instances, notification to Coalition shall be deemed as notification to  
37 CONTRACTOR.



**XIX. NOTIFICATION OF DEATH**

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

**XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or occur in the normal course of business.

B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by ADMINISTRATOR prior to distribution.

**XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

//

1           1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
2 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records  
3 shall include, but not be limited to, individual patient charts and utilization review records.

4           2. CONTRACTOR shall keep and maintain records of each service rendered to each Patient,  
5 the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and  
6 such additional information as ADMINISTRATOR or DHCS may require.

7           3. CONTRACTOR shall maintain books, records, documents, accounting procedures and  
8 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature  
9 claimed to have been incurred in the performance of this Contract and in accordance with Medicare  
10 principles of reimbursement and GAAP.

11           4. CONTRACTOR shall ensure the maintenance of medical records required by §70747  
12 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical  
13 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with  
14 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

15           B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards  
16 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in  
17 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent  
18 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state  
19 regulations and/or COUNTY policies.

20           C. CONTRACTOR's Client records shall be maintained in a secure manner. CONTRACTOR shall  
21 maintain Client records and must establish and implement written record management procedures.

22           D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the  
23 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations  
24 and/or settlement of claims.

25           E. CONTRACTOR shall retain all Client and/or patient medical records for ten (10) years following  
26 discharge of the Client.

27           F. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,  
28 billings, and revenues available at one (1) location within the limits of the County of Orange. If  
29 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide  
30 written approval to CONTRACTOR to maintain records in a single location, identified by  
31 CONTRACTOR.

32           G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
33 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all  
34 information that is requested by the PRA request.

35           H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that Clients  
36 be provided the right to access or receive a copy of their DRS and/or request addendum to their records.  
37 Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1 1. The medical records and billing records about individuals maintained by or for a covered  
2 health care provider;

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

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

6 I. CONTRACTOR may retain Client, and/or patient documentation electronically in accordance  
7 with the terms of this Contract and common business practices. If documentation is retained  
8 electronically, CONTRACTOR shall, in the event of an audit or site visit:

9 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
10 or site visit.

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

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

14 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
15 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security  
16 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or  
17 regulation, and copy ADMINISTRATOR on such notifications.

18 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or  
19 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
20 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

21 L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges,  
22 billings, and revenues available at one (1) location within the limits of the County of Orange.

23  
24 **XXII. RESEARCH AND PUBLICATION**

25 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
26 or developed, as a result of this Contract for the purpose of personal or professional research, or for  
27 publication.

28  
29 **XXIII. SEVERABILITY**

30 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
31 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
32 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
33 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
34 force and effect, and to that extent the provisions of this Contract are severable.

35 //

36 //

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**XXIV. SPECIAL PROVISIONS**

1  
2 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
3 purposes:

- 4 1. Making cash payments to intended recipients of services through this Contract.  
5 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
6 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
7 of appropriated funds to influence certain federal contracting and financial transactions).  
8 3. Fundraising.  
9 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
10 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
11 Directors or governing body.  
12 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body  
13 for expenses or services.  
14 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
15 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
16 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.  
17 7. Paying an individual salary or compensation for services at a rate in excess of the current  
18 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
19 may be found at [www.opm.gov](http://www.opm.gov).  
20 8. Severance pay for separating employees.  
21 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
22 codes and obtaining all necessary building permits for any associated construction.

23 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
24 shall not use the funds provided by means of this Contract for the following purposes:

- 25 1. Funding travel or training (excluding mileage or parking).  
26 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
27 of Client care.  
28 3. Payment for grant writing, consultants, certified public accounting, or legal services.  
29 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
30 contribute to the quality of services to be provided pursuant to this Contract.

**XXV. STATUS OF CONTRACTOR**

31  
32  
33 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
34 wholly responsible for the manner in which it performs the services required of it by the terms of this  
35 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants  
36 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of  
37 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of

1 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
 2 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,  
 3 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and  
 4 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or  
 5 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be  
 6 considered in any manner to be COUNTY's employees.

## 7 8 **XXVI. TERM**

9 A. This specific Contract with CONTRACTOR is only one of several agreements to which the term  
 10 of this Contract applies. This specific Contract shall commence as specified in the Reference Contract  
 11 Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate  
 12 as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as  
 13 provided in this Contract. CONTRACTOR shall be obligated to perform such duties as would normally  
 14 extend beyond this term, including but not limited to, obligations with respect to confidentiality,  
 15 indemnification, audits, reporting and accounting.

16 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or  
 17 holiday may be performed on the next regular business day.

## 18 19 **XXVII. TERMINATION**

20 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted  
 21 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance  
 22 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and  
 23 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by  
 24 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the  
 25 Contract could be terminated.

26 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of  
 27 any of the following events:

- 28 1. The loss by CONTRACTOR of legal capacity.
- 29 2. Cessation of services.
- 30 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
 31 another entity without the prior written consent of COUNTY.
- 32 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 33 required pursuant to this Contract.
- 34 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
 35 Contract.
- 36 6. The continued incapacity of any physician or licensed person to perform duties required  
 37 pursuant to this Contract.

1 7. Unethical conduct or malpractice by any physician or licensed person providing services  
2 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
3 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
4 Contract.

5 C. CONTINGENT FUNDING

6 1. Any obligation of COUNTY under this Contract is contingent upon the following:

7 a. The continued availability of federal, state and county funds for reimbursement of  
8 COUNTY's expenditures, and

9 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
10 approved by the Board of Supervisors.

11 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
12 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
13 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
14 CONTRACTOR shall not be obligated to accept the renegotiated terms.

15 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
16 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole  
17 discretion, reduce the Maximum Obligation of this Contract to be consistent with the reduced term of the  
18 Contract.

19 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

24 3. Until the date of termination, continue to provide the same level of service required by this  
25 Contract.

26 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
27 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
28 orderly transfer.

29 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
30 Client's best interests.

31 6. If records are to be transferred to COUNTY, pack and label such records in accordance with  
32 directions provided by ADMINISTRATOR.

33 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
34 supplies purchased with funds provided by COUNTY.

35 8. To the extent services are terminated, cancel outstanding commitments covering the  
36 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
37 commitments which relate to personal services. With respect to these canceled commitments,



1 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
2 arising out of such cancellation of commitment which shall be subject to written approval of  
3 ADMINISTRATOR.

4 9. Provide written notice of termination of services to each Client being served under this  
5 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
6 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
7 day period.

8 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written  
9 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
10 exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

11  
12 **XXVIII. THIRD PARTY BENEFICIARY**

13 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,  
14 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.

15  
16 **XXIX. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
19 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default  
20 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of  
2 California.

3  
4 «UC\_NAME» «UC\_DBA»

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

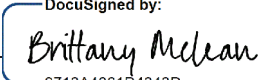
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14 TITLE: \_\_\_\_\_

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19 COUNTY OF ORANGE

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23 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

24 HEALTH CARE AGENCY

25  
26 APPROVED AS TO FORM  
27 OFFICE OF THE COUNTY COUNSEL  
28 ORANGE COUNTY, CALIFORNIA

29  
30 BY:  \_\_\_\_\_ DATED: 4/27/2021  
31 DEPUTY 9713A4061D4343D...

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34  
35 If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant  
37 Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby  
the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required  
by ADMINISTRATOR.



EXHIBIT A  
TO CONTRACT FOR PROVISION OF  
COMMUNITY CLINIC SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
«UC\_DBA»  
JULY 1, 2021 THROUGH JUNE 30, 2026

**TOBACCO SETTLEMENT REVENUE SERVICES**

**I. COMMON TERMS AND DEFINITIONS**

A. The Parties agree to the following terms and definitions, and to those terms and definitions, which for convenience are set forth elsewhere in the Contract:

1. “Abortion Related Services” means any referrals, counseling, or promotion or advocacy of abortion as a method of family planning provided by a community clinic.

2. “Abortion Services” means the actual provision of abortions by a community clinic.

3. “Case Management Services” means a collaborative process that facilitates the achievement of patient wellness through advocacy, assessment, planning, communication, education, resources management, and service facilitation. Based on the needs and the values of the patient, and in collaboration with all direct service providers, the case manager links patient with appropriate providers and resources throughout the continuum of HHS and care settings. Case Management Services shall not be considered direct services.

4. “Community Clinic” means any State of California licensed for profit or non-profit community clinics, mobile health clinics, as well as university and hospital-affiliated clinics within the geographic boundary of Orange County, California where children and families receive immunizations, primary, specialty, dental health care services, and mental health care services.

5. “Contracting Clinic” means a Community Clinic that has executed a contract for the Provision of Community Clinic Services with COUNTY that is the same as the Contract.

6. “Direct Dental Services” means a visit between a patient and dentist or dental hygienist, skilled and licensed in the practice of prevention, for the purpose of prevention, assessment, diagnosis, or treatment of dental problems, including restoration. The appointment may include x-rays, a comprehensive examination of the teeth, gums, jaws, bite and oral tissues. The purpose of the examination is both to observe any problems and to establish a baseline. The dentist or staff member may also clean and polish teeth. For a Direct Dental Service to be defined as a visit, the contact and provision of Direct Dental Services must be recorded in the patient’s record.

1 7. “Direct Medical Services” means a face-to-face contact between a patient and licensed  
2 clinical health provider, who exercises independent judgment in the provision of preventative, diagnostic  
3 and treatment services as well as therapeutic measures. A visit can include medically indicated pharmacy,  
4 radiology, and laboratory services. For a Direct Medical Service to be defined as a visit, the contact and  
5 provision of Direct Medical Services must be recorded in the patient’s record.

6 8. “Direct Mental Health Service” means a face-to-face contact between a patient, or group of  
7 patients, and licensed clinical health provider or specialist, or between a patient and an individual who has  
8 graduated with a Master’s Degree or higher in mental health services and who exercises independent  
9 judgment in the provision of preventative, diagnostic, treatment services and therapeutic measures for  
10 mental health.

11 a. Services may also be provided by Interns. “Intern” means an individual enrolled in an  
12 accredited graduate program accumulating clinically supervised work experience hours as part of field  
13 work, internship, or practicum requirements. Acceptable graduate programs include all programs that  
14 assist the student in meeting the educational requirements in becoming a MFT, a licensed CSW, or a  
15 licensed Clinical Psychologist.

16 b. A Direct Mental Health Service visit includes medically indicated pharmacy, radiology,  
17 and laboratory services. For a Direct Mental Health Service to be defined as a visit, the contact and  
18 provision of Direct Mental Health Services must be recorded in the patient’s record. A Direct Mental  
19 Health Service provided to a group of patients may be billed as one Visit per patient; provided, however,  
20 that a clinical note is entered into each patient’s record for the group visit.

21 9. “Direct Physical Therapy” means a face-to-face contact between a patient and a licensed  
22 physical therapist or his/her assistant acting under his/her direction. The appointment shall include the  
23 evaluation of functional impairments and their management using established therapeutic modalities  
24 which may include, but are not limited to, hot and cold packs, mechanical traction, neuro-muscular  
25 re-education, manual therapy, electrical stimulation and ultrasound. Such interventions must be recorded  
26 in the patient’s medical record. Within this category of services, the following may also be  
27 provided/reported:

28 10. “Occupational Therapy” means a face-to-face contact between a patient and a licensed  
29 Occupational Therapist. The appointment shall focus on the maintenance and/or development of daily  
30 living activities and work skills using adaptive techniques to manipulate the patient’s environment. The  
31 aim of such activity shall be to achieve maximal functional independence. Such interventions must be  
32 recorded in the patient’s medical record.

33 11. “Speech and Language Therapy” means a face-to-face contact between a patient and a  
34 licensed Speech and Language Therapist. An appointment shall include the evaluation and treatment of  
35 communication and swallowing disorders using both informal and standardized assessments and tests.  
36 Such interventions must be recorded in the patient’s medical record.

37 //

1 12. “Direct Vision Service” means a face-to-face contact between a patient and an Optometrist  
2 or other licensed vision care provider or specialist, skilled and licensed in vision care services, for the  
3 purpose of prevention, assessment, diagnosis, or treatment of vision problems. The appointment may  
4 include x-rays and a comprehensive examination of the patient’s vision. The purpose of the examination  
5 is both to observe any vision problems and to establish a baseline. For a Direct Vision Service to be  
6 defined as a visit, the contact and provision of Direct Vision Services must be recorded in the patient’s  
7 record.

8 13. “FPACT” means Family Planning, Access, Care, and Treatment and is a federal program that  
9 provides reimbursement for reproductive health services for medically indigent females and males.  
10 FPACT focuses outreach efforts at adults at or below two hundred (200%) percent of the FPL who are at  
11 risk of unintended pregnancy. The program provides pregnancy prevention services, including  
12 contraceptives, and sexually transmitted disease preventive services and education. Services billable to  
13 the FPACT Program shall not be considered reimbursable through the Contract.

14 14. “Financial Separation” means, for any CONTRACTOR engaging in the provision of  
15 Abortion Services and/or Abortion Related Services, a separate and distinct accounting of funds provided  
16 through the Contract from those supporting the Abortion Related Services. Funds received through the  
17 Contract shall not financially support, directly or indirectly, any CONTRACTOR’s staffing, operations,  
18 or overhead if that subcontractor is providing Abortion Services or Abortion Related Services.

19 15. “FQHC” means a fully licensed community clinic that has been licensed by the State of  
20 California, or is exempt from such licensure, and designated by the Federal Government as a Federally  
21 Qualified Health Center. For the purposes of this Contract, FQHCs shall also include FQHC Look-Alikes.

22 16. “Physical Separation” means, for any CONTRACTOR engaging in the provision of Abortion  
23 Services, a separate and distinct location, including a separate entrance, clearly distinguishing the services  
24 and operations funded through the Contract from those where Abortion Services are provided.

25 17. “Tobacco Settlement Revenue Funds” or “TSR Funds” means those Tobacco Settlement  
26 Revenue funds received by COUNTY, pursuant the Codified Ordinances of Orange County, Title 1,  
27 Division 4, Article 14, to be distributed to nonprofit community clinics, mobile health clinics, university  
28 and hospital-affiliated clinics, so that children and families receive immunizations, primary, specialty and  
29 dental health care services.

30 18. “Uncompensated Care Visit” or “UCC Visit” means any visit provided to an Unfunded  
31 Patient that meets the definition of Direct Medical Service, Direct Dental Service, Direct Mental Health  
32 Service, Direct Physical Therapy, and/or Direct Vision Service and would be reimbursable in accordance  
33 with the Contract, whether or not there is sufficient funding allocated to CONTRACTOR for  
34 reimbursement of all provided Uncompensated Care Visits.

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1 19. “Unfunded Patient” means a person who does not qualify for any government or privately  
2 funded health insurance plan or whose government or privately funded health insurance does not cover a  
3 specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded  
4 their maximum benefit limits.

5 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
6 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

7  
8 **II. BUDGET**

9 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph and  
10 CONTRACTOR’s individual Maximum Obligation as set forth in this Exhibit A to the Contract.

11 B. The Parties agree that the total of all Uncompensated Care Visits reported to ADMINISTRATOR  
12 shall be the official data used to complete the allocation calculations set forth in Paragraph II.C below.  
13 The UCC Visits that shall be used for calculating for each applicable Period are as follows:

14 1. Period One calculations shall be based on the total of all UCC Visits provided between  
15 January 1, 2021 and December 31, 2021.

16 2. Period Two calculations shall be based on the total of all UCC Visits provided between  
17 January 1, 2022 and December 31, 2022.

18 3. Period Three calculations shall be based on the total of all UCC Visits provided between  
19 January 1, 2023 and December 31, 2023.

20 4. Period Four calculations shall be based on the total of all UCC Visits provided between  
21 January 1, 2024 and December 31, 2024.

22 5. Period Five calculations shall be based on the total of all UCC Visits provided between  
23 January 1, 2025 and December 31, 2025.

24 C. BUDGET ALLOCATION METHODOLOGY

25 1. TSR Funds shall be allocated to Contracting Clinics for each Period based on total reported  
26 Uncompensated Care Visits.

27 2. Prior to ADMINISTRATOR calculating the allocation, an audit of reported uncompensated  
28 care for each Contracting Clinic will be conducted to validate total visit counts during the first quarter  
29 following the close of the CY reported. Visit data reported to OSHPD will be compared to data submitted  
30 to COUNTY. Any variances in data submitted above five percent (5%) as identified by  
31 ADMINISTRATOR, shall require CONTRACTOR reconciliation and correction prior to the final  
32 deadline for OSHPD correction submissions. If variant visit data submitted to COUNTY is not corrected  
33 or remains unexplained, Contracting Clinic’s OSHPD data submission will be used as the basis for final  
34 allocation calculations per Period.

35 3. ADMINISTRATOR shall identify the amount of available TSR Funds for each Period and  
36 make adjustments to the amount of available TSR funds as follows:

37 //

1 a. The available TSR Funding shall be reduced by \$150,000. This funding shall be set aside  
2 for at the first of each Period for any new Contracting Clinics that may enter the Master Contract during  
3 any given Period.

4 1) New Contracting Clinics shall be allocated \$75,000 each Period for their first two  
5 (2) years of operation, as determined by ADMINISTRATOR and the level of UCC Visits provided by the  
6 new Contracting Clinic. After the two year period, the new Contracting Clinic shall be subject to the  
7 allocation methodology described in subparagraph II.C.4. below.

8 2) New Contracting Clinics that do not spend their entire first year allocation of  
9 \$75,000, may roll-over the unspent funds to be used in their second year of operation, provided that the  
10 total allocated to the new Contracting Clinic, over a two (2) year period, does not exceed \$150,000.

11 b. The available TSR Funding shall be reduced by \$75,000, plus the amount of any rollover  
12 funds as specified in subparagraph II.C.3.a.2) above for new Contracting Clinics identified in a prior  
13 Period, which are now in the second year of operation.

14 c. The available TSR Funding shall be reduced by any specific Contracting Clinic  
15 allocation that may have been rolled over from a prior Period in accordance with subparagraph III.B.3. of  
16 this Exhibit A to the Contract.

17 d. Unallocated TSR Funds or unspent TSR Funds remaining at the end of a Period may be  
18 added to the available TSR Funds for the subsequent Period.

19 4. CONTRACTOR agrees that the number and type of services and the corresponding  
20 Maximum Obligations for each Period, may be adjusted by mutual written agreement of  
21 ADMINISTRATOR and CONTRACTOR during the term of the Contract; provided, however that the  
22 total of any such adjustments shall not cause the total budget to exceed the Aggregate Maximum  
23 Obligation as set forth in the Referenced Contract Provisions of the Contract.

24 D. BUDGET ALLOCATION DISTRIBUTION

25 1. The Budget Distribution of TSR Funds for Period One is as follows:

27	AltaMed Health Services Corporation	\$ 1,325,158
28	Integrated Community Healthcare Solutions dba Buena	\$14,081
29	Park Community Clinic	
30	Camino Health Center	\$563,851
31	Center for Inherited Blood Disorders	\$6,180
32	Central City Community Health Center, Inc.	\$268,657
33	Children's Hospital of Orange County	\$16,343
34	Families Together of Orange County	\$340,681
35	Friends of Family Health Center	\$112,649
36	Vista Community Clinic	\$39,121
37	Healthy Smiles for Kids of Orange County	\$5,416

1	Hurt Family Health Clinic	\$80,091
2	Korean Community Services, Inc.	\$35,139
3	Laguna Beach Community Clinic	\$46,672
4	Livingstone Community Development Corporation	\$17,203
5	Nhan Hoa Comprehensive Health Care Clinic	\$151,102
6	North Orange County Regional Health Foundation	\$68,231
7	Obria Medical Clinics of Southern California	\$41,702
8	Reproductive Health Care Center, Inc. dba Sierra Health	\$63,907
9	Center	
10	Serve the People, Inc. dba Serve the People Community	\$797,823
11	Health Center	
12	Share Our Selves Corporation	\$732,367
13	Lestonnac Free Clinic	\$639,259
14	St. Jude Neighborhood Health Centers	\$584,401
15	Regents of the University of California on behalf of UC	\$364,230
16	Irvine Family Health Center - Anaheim and Santa Ana	
17	Southland Integrated Services, Inc.	\$20,134
18	NEW CLINICS	<u>\$150,000</u>
19	TOTAL	\$ 6,484,398

21 2. The amount of adjusted available TSR Funds, as determined in subparagraph C above, shall  
 22 be allocated to all Contracting Clinics based upon the ratio of UCC Visits provided by each Contracting  
 23 Clinic to the total UCC Visits provided by all Contracting Clinics based on the formula below:

24  
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$$\begin{array}{rcccl}
 \text{Contracting Clinic} & = & \left[ \begin{array}{c} \text{Contracting Clinic's UCC} \\ \hline \text{(divided by)} \\ \text{All Contracting Clinics' UCC} \end{array} \right] & \times & \text{Adjusted Available} \\
 \text{Share} & \text{(equals)} & & \text{(times)} & \text{TSR Funds as} \\
 & & & & \text{determined by} \\
 & & & & \text{ADMINISTRATOR}
 \end{array}$$

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31 3. The number of UCC Visits to be provided by each Contracting Clinic for each Period shall  
 32 be calculated based on the amount allocated to each Contracting Clinic for each Period.

33 a. Prior to the beginning of each Period, CONTRACTOR shall have the opportunity to  
 34 review how its TSR Fund allocation was calculated and shall have an opportunity to provide or update  
 35 information impacting its allocation within announced deadlines.

36 b. Prior to the beginning of each Period, CONTRACTOR shall also review the proposed  
 37 number of UCC Visits to be funded by its allocation and make recommendations for any changes.



1 c. CONTRACTOR will receive notification of final distribution amount no later than thirty  
2 (30) days prior to the start of the applicable Period.

3 d. If CONTRACTOR is participating in the WPC Pilot Application, CONTRACTOR  
4 agrees that funds withheld for the IGT, and the matching financial participation, shall be paid to  
5 CONTRACTOR in accordance with Exhibit B to this Contract.

6 4. The distribution calculations may be amended by ADMINISTRATOR under one or more of  
7 the following circumstances, and for each occurrence, ADMINISTRATOR will prepare an amended  
8 subparagraph II.D.1. of this Exhibit A to the Contract:

9 a. Deletion of a Contracting Clinic participant in this Contract.

10 b. Addition of a new Contracting Clinic participant in this Contract.

11 c. Any change in corporate ownership of a Contracting Clinic.

12 d. Any change in CONTRACTOR eligibility for funding.

13 e. Any change in Tobacco Settlement Revenue funds received by COUNTY.

14 f. Any change in a Contracting Clinic’s percent of UCC Visits which would in turn affect  
15 the distribution of Tobacco Settlement Revenue Funds specified herein.

16 g. Any correction to the distribution amount as a result of calculation error by  
17 ADMINISTRATOR that is not due to any error in reporting by any Contracting Clinic.

18 h. Any correction following a review or audit of CONTRACTOR’s uncompensated visits  
19 used to determine the distribution amount.

20 i. A change in any Contracting Clinic’s status as a WPC Contracting clinic and/or the  
21 amount of TSR funding allocated as match to the WPC Program.

22 5. CONTRACTOR agrees that said amended subparagraph II.D.1. of this Exhibit A to the  
23 Contract may be provided to the Coalition of Orange County Community Clinics for distribution to all  
24 Contracting Clinics.

25 6. The Parties agree that until the TSR Funds are actually received by COUNTY, the amount of  
26 Tobacco Settlement Revenue is estimated and based on the budget approved by Orange County Board of  
27 Supervisors each Fiscal Year.

28 7. The Parties agree that rounding corrections may be made by ADMINISTRATOR prior to  
29 distribution of funds.

30 8. The Parties agree that a Budget Distribution table for Periods Two through Five shall be  
31 developed based on TSR Funds available and adjustments made from the previous year in accordance  
32 subparagraph II.C of this Exhibit A to the Contract.

33 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
34 Paragraph of this Exhibit A to the Contract.

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**III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR at the following rates per visit; provided, however, that the total of all payments to all Contracting Clinics does not exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

- 1. \$81.00 per visit for Direct Dental Services
- 2. \$76.00 per visit for Direct Medical Services
- 3. \$62.00 per visit for Direct Mental Health Services
- 4. \$35.00 per visit for Direct Physical, Occupational or Speech Therapy Visit
- 5. \$55.00 per visit for Direct Vision Services

6. If, based on the reimbursement of services throughout each Period, the balance of CONTRACTOR’s maximum obligation for any Period is not sufficient to cover the full rate per service as specified in Paragraph A above, ADMINISTRATOR may authorize a partial payment of any eligible visit at an amount not to exceed the balance of CONTRACTOR’s maximum obligation for the Period.

B. CONTRACTOR may request to use the identified funding for equipment and infrastructure upon ADMINISTRATOR’s written approval.

1. ADMINISTRATOR’s written approval must be obtained before CONTRACTOR purchases any equipment or commences any structural improvement projects. CONTRACTOR shall provide documentation necessary for ADMINISTRATOR to approve Equipment/Structural Improvement expenditures, including how the requested use of the funds will ensure continuation and/or expansion of services to Unfunded Patients.

2. CONTRACTOR and ADMINISTRATOR shall mutually agree on how CONTRACTOR is to be reimbursed if use of all or part of CONTRACTOR’s funding for any Period is approved for equipment and/or infrastructure needs.

3. CONTRACTOR shall make every reasonable effort to incur costs for the equipment and/or infrastructure needs within the Period that the funds were allocated. CONTRACTOR may request approval, in writing, from ADMINISTRATOR, to roll over any funds related to the authorized request; provided, however, that such request must be submitted and approved before the end of the applicable Period.

**C. PAYMENT METHOD**

1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Subparagraph A.; provided however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR’s Maximum Obligation for each Period and provided further that the total of all payments to all Contracting Clinics does not exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Contract.

2. CONTRACTOR agrees that all payments are interim payments only, and subject to the final year-end reconciliation.

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1 D. CONTRACTOR’s invoice shall be on a form approved or supplied by COUNTY and provide  
2 such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each  
3 month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)  
4 days after receipt of the correctly completed invoice form. Invoices received from CONTRACTOR after  
5 the tenth (10th) working day of the month may not be paid within the same month.

6 E. CONTRACTOR agrees that, at ADMINISTRATOR’s sole discretion, COUNTY shall not be  
7 obligated to reimburse CONTRACTOR for invoices submitted later than ninety (90) calendar days  
8 following the end of a month.

9 F. All billings to COUNTY shall be supported, at CONTRACTOR’s facility, by source  
10 documentation including, but not limited to, ledgers, books, and records of services provided.

11 G. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any  
12 provision of the Contract.

13 H. COUNTY shall not reimburse CONTRACTOR for direct services provided beyond the  
14 expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or  
15 specifically agreed upon in a subsequent contract.

16 I. CONTRACTOR shall ensure a Financial Separation and Physical Separation if engaging in the  
17 provision of Abortion Services.

18 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
19 Payments Paragraph of this Exhibit A to the Contract.

20  
21 **IV. REPORTS**

22 A. CONTRACTOR shall submit, on forms provided or approved by COUNTY, fiscal and/or  
23 programmatic reports as requested by COUNTY concerning CONTRACTOR's activities as they relate to  
24 the Contract. COUNTY will be specific as to the nature of the information requested and allow thirty (30)  
25 calendar days for CONTRACTOR to respond.

26 B. CONTRACTOR shall provide any additional information or reports reasonably requested by the  
27 Coalition, for its Access and Quality Program, and approved in writing by ADMINISTRATOR.

28 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports  
29 Paragraph of this Exhibit A to the Contract.

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31 **V. SERVICES**

32 **A. SERVICES TO BE PROVIDED:**

33 1. CONTRACTOR shall provide any combination of the following services to Unfunded  
34 Patients as specified in Paragraph II. of this Exhibit A to the Contract: Direct Dental Services, Direct  
35 Medical Services, Direct Mental Health Services, Direct Physical Therapy including, Occupational  
36 Therapy and Speech and Language Therapy, and Direct Vision Services.

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1 2. CONTRACTOR understands and agrees that funds provided through the Contract shall not  
2 be used for health education activities except those educational activities being provided in relation to the  
3 services specified.

4 3. Tobacco Cessation and Prevention Activities – CONTRACTOR and COUNTY understand  
5 that Tobacco Settlement Revenues support the direct services funded through the Contract and, as a result,  
6 CONTRACTOR shall use its best efforts to make the following services available, understanding that  
7 these services are not reimbursable through the Contract.

8 a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.

9 b. Provide tobacco use cessation and prevention education as appropriate.

10 c. Cooperate with COUNTY to track tobacco-related activities and enhance existing  
11 tobacco services.

12 4. CONTRACTOR shall collaborate with COUNTY and external evaluator to gather proper  
13 quality indicators and measurable outcomes to gauge the success and impact of the program.

14 B. STAFFING

15 1. CONTRACTOR shall provide the administrative and clinical staffing necessary to provide  
16 the services specified herein.

17 2. CONTRACTOR shall provide services pursuant to the Contract in a culturally competent  
18 manner by recruiting, hiring and maintaining staff that can provide direct services to the diverse population  
19 served under the Contract. CONTRACTOR shall provide direct services in a language appropriate and  
20 culturally sensitive manner, in a setting accessible to diverse communities.

21 3. CONTRACTOR shall document its efforts to provide services in a culturally competent  
22 manner. Documentation may include, but not be limited to, the following:

23 a. Records in personnel files attesting to efforts made in recruitment and hiring practices,  
24 and participation in COUNTY-sponsored and other cultural competency training;

25 b. The availability of literature in multiple languages/formats as appropriate; and

26 c. Identification of measures taken to enhance accessibility for, and sensitivity to,  
27 physically challenged communities.

28 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services  
29 Paragraph of this Exhibit A to the Contract.

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EXHIBIT B  
TO CONTRACT FOR PROVISION OF  
COMMUNITY CLINIC SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
«UC\_DBA»  
JULY 1, 2021 THROUGH JUNE 30, 2026

**WHOLE PERSON CARE SERVICES**

**I. COMMON TERMS AND DEFINITIONS**

A. The Parties agree to the following terms and definitions, and to those terms and definitions, which for convenience are set forth elsewhere in the Contract:

1. “Beneficiary” means a person enrolled in Orange County’s Managed Care Plan and meeting the Medi-Cal eligibility requirements set forth in the California’s Medicaid State Plan based on the requirements set forth in Title XIX of the Social Security Act.

2. “CalOptima” means Managed Care Plan contracting with DHCS to administer the Medi-Cal Program in Orange County.

3. “Homeless Management Information System” or “HMIS” means the regional (Orange County) database of clients and services providers that track service needs and usage for homeless and those at risk of becoming homeless.

4. “Intermediary” means the organization, under a separate agreement, and any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of reimbursing CONTRACTOR for Recuperative Care Services provided persons eligible for the MSN Program.

5. “Medical Safety Net Program” or “MSN Program” means COUNTY’s Program responsible for its California Welfare & Institutions Code (W&I) 17000 obligations.

6. “MSN Enrollee,” or “Enrollee” means a person enrolled in the MSN Program meeting the eligibility criteria set by ADMINISTRATOR in order to meet its obligations under W&I 17000.

7. “Recuperative Care” or “Medical Respite Care” means short-term care and case management provided to individuals recovering from an acute illness or injury that generally does not necessitate hospitalization, but would be exacerbated by the individuals’ living conditions (e.g., street, shelter, or other unsuitable places).

8. “Special Terms and Conditions” or “STCs” means the document (Number 11-W-00193/9), issued by the Centers for Medicare & Medicaid Services (CMS) to the DHCS (State), setting forth the conditions and limitations on the State’s 1115(a) Medicaid Demonstration Waiver, known as “Medi-Cal

2020.” The document describes in detail the nature, character and extent of CMS involvement in the Waiver and the State’s obligations to CMS. The Parties acknowledge that requirements in the STCs, including any official amendments or clarifications thereto, relating to the WPC Pilot Program shall be deemed as COUNTY’s obligation to the State.

9. “Whole Person Care Pilot Program” or “WPC Pilot” or “WPC Program” means the specific program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications released by DHCS to address the specific requirements in the STCs commencing with STC 110, which allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who have been identified as high users of multiple systems and continue to have poor health outcomes.

10. “WPC Contract” means the agreement between COUNTY and DHCS for participation in the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2021, as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be implemented in Orange COUNTY.

11. “WPC CalOptima Recuperative Care Contract” means the Contract between COUNTY and CalOptima for reimbursement of recuperative care bed days.

12. “WPC Collaborative” means the group of community partners, public agencies or departments, and other organizations responsible who have agreed to come together to share financial, knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot Program.

13. “WPC Beneficiary” means a Beneficiary who is eligible to receive services provided by the WPC Program and has been identified as being homeless. For the purposes of the WPC Pilot, “being homeless” describes individuals or families who:

- a. Lack a fixed, regular, and adequate nighttime residence; or,
- b. Have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or,
- c. Are living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by federal, State, or local government programs for low-income individuals or by charitable organizations), congregate shelters, and transitional housing; or,
- d. Reside in a shelter or place not meant for human habitation and is exiting an institution where he or she temporarily resided; or,
- e. Otherwise meet the definition of 42 U.S. Code Sections 11302(a)(5), (6) or (b).

14. “WPC Participating Entity” means an organization, entity, or public agency or department that has agreed to have an active role in the WPC Pilot through agreements or memoranda of understanding with COUNTY acting as the Lead Agency for the WPC Pilot.

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1 15. “WPC Steering Committee” means an advisory committee established in accordance with a  
2 directive from COUNTY’s Board of Supervisors to provide high-level support, advocacy, and enablement  
3 for the WPC Pilot Project.

4 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
5 Common Terms and Definitions Paragraph of this Exhibit B to the Contract.  
6

7 **II. BUDGET**

8 A. If CONTRACTOR is a WPC Participating Entity, COUNTY shall pay CONTRACTOR in  
9 accordance with the Payments Paragraph of this Exhibit B and CONTRACTOR’s individual Maximum  
10 Obligation for each Period as set forth in the Budget Distribution table described in accordance with  
11 Paragraph II. D of Exhibit A to the Contract.

12 1. CONTRACTOR agrees that the corresponding Maximum Obligations for each Period may  
13 be adjusted by mutual written agreement of ADMINISTRATOR and CONTRACTOR during the term of  
14 the Contract; provided, however that the total of any such adjustments shall not cause the total budget to  
15 exceed the Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the  
16 Contract.

17 2. CONTRACTOR agrees its status as a WPC Participating Entity, and/or the amount of  
18 funding CONTRACTOR allocates to as a match to the WPC Program, may be adjusted by mutual written  
19 agreement of ADMINISTRATOR and CONTRACTOR during the term of the Contract; provided,  
20 however that the total of any such adjustments shall not cause the total budget to exceed the Aggregate  
21 Maximum Obligation as set forth in the Referenced Contract Provisions of the Contract.

22 3. ADMINISTRATOR may add additional Contracting Clinics as WPC Participating Entities  
23 during the term of the Contract; provided, however that the total of any such additional WPC Participating  
24 Entities shall not cause the total budget to exceed the Aggregate Maximum Obligation as set forth in the  
25 Referenced Contract Provisions of the Contract.

26 **B. BUDGET ALLOCATION DISTRIBUTION**

27 1. The following Contracting Clinics have agreed to participate in COUNTY’s Whole Person  
28 Care (WPC) Pilot Program in accordance with Paragraph V. of this Exhibit B to the Contract. Further,  
29 these Contracting Clinics have agreed to allow COUNTY to withhold the following specified amounts  
30 from their TSR allocations as calculated in Exhibit A to this Contract for the purposes of providing an  
31 Intergovernmental Transfer (IGT) to DHCS and receiving matching Federal Financial Participation (FFP).

32 a. WPC Participating Clinics and committed portion of the TSR Allocation to the WPC

33 IGT:

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	Period One
<u>Contracting Clinic</u>	TSR Commitment
Buena Park Community Clinic	\$14,081
Families Together of Orange County	\$218,716
Hurt Family Health Clinic, Inc.	\$80,091
Korean Community Services, Inc.	\$35,139
Livingstone Community Development Corporation	\$17,203
North Orange County Regional Health Foundation	\$50,000
Serve the People, Inc.	\$662,572
Share Our Selves Corporation	\$600,142
Lestonnac Free Clinic	100,000
Southland Integrated Services Inc.	<u>\$20,134</u>
<b>TOTAL:</b>	<b>\$1,798,078</b>

b. The above table may be modified to add or remove Contracting Clinics with respect to participation in the WPC Program. In the event CONTRACTOR is no longer participating in the WPC Program, the TSR funds designated as match to WPC shall be added back to the funding available for CONTRACTOR for services provided in accordance with Exhibit A to this Contract.

### III. PAYMENTS

A. If CONTRACTOR is participating in the WPC Program, COUNTY shall pay CONTRACTOR up to the following amounts per Period for its participation in the WPC Program from July 1, 2021 through December 31, 2021:

<u>Contracting Clinic</u>	Period One
Buena Park Community Clinic	\$ 35,000
Families Together of Orange County	124,278
Hurt Family Health Clinic, Inc.	199,074
Korean Community Services, Inc.	87,342
Livingstone Community Development Corporation	47,756
North Orange County Regional Health Foundation	62,136
Serve the People, Inc.	497,118
Share Our Selves Corporation	497,118
Southland Integrated Services Inc.	<u>50,040</u>





- 1 a. Commit to the allocation of the same amount of TSR each year remaining in the WPC
- 2 Program.
- 3 b. Submit a budget to ADMINISTRATOR for each year of the WPC, with each year being
- 4 funded at an identical level.
- 5 c. Submit a description of the services to be provided in support of the WPC.
- 6 d. Agree, to the best of its ability, to participate and support the data sharing and
- 7 infrastructure mechanisms developed and implemented through the WPC.

8 2. CONTRACTOR shall provide outreach and navigation services to WPC Beneficiaries,  
9 including but not limited to:

- 10 a. Engagement – developing trusting relationships, providing emotional support, assessing
- 11 needs, defining service goal for immediate and long term needs
- 12 b. Crisis Intervention
- 13 c. Development of: problem solving and coping skills: self-talk/reframing, obtainment of
- 14 social support systems, etc.
- 15 d. Providing or linking to resources, such as:
- 16 1) Clothes – “Community Closet”
- 17 2) Hygiene products
- 18 3) Bus passes/other transportation
- 19 4) Follow-up/ appt. Reminders
- 20 5) Recuperative Care Placement
- 21 6) Coordinated Entry
- 22 7) Homeless programs
- 23 8) Veteran Services/Domestic Violence Services/Older Adults Services/Transitional

24 Age Youth Programs

- 25 9) Detox/rehab
- 26 10) Mental health programs/linkage with Behavioral Health Services
- 27 11) Employment programs/Training
- 28 12) Replacement Identification card/Social Security Card/Birth Certificate
- 29 13) PCP/clinic/urgent care/replacement medical cards
- 30 14) Dental services
- 31 15) Hot Meals/food banks
- 32 16) Showers /Laundry Services
- 33 17) Federal Phone
- 34 18) Social Security (SSDI/SSI)
- 35 19) Food Stamps/General Relief
- 36 20) Change of mailing address
- 37 21) Other resources linked to depending on unique circumstance

1 B. IGT – RECONCILIATION

2 1. COUNTY has submitted an application for a WPC Program to DHCS which requires funding  
3 through an IGT mechanism.

4 a. TSR Funds qualify as public funds which may be transferred from COUNTY, through  
5 an IGT, to DHCS for federal matching and return to COUNTY.

6 b. DHCS shall utilize the funds provided by COUNTY to obtain federal financial  
7 participation to the full extent permitted by law in an amount equal to the amount of the IGT.

8 c. ADMINISTRATOR may add, and /or delete, Contracting Clinic from participating in  
9 the WPC Program, provided, however, the total of all TSR in the WPC Program is not exceeded.

10 1) The amount of TSR Funds to be used in the IGT is at the discretion of  
11 CONTRACTOR and must be approved by ADMINISTRATOR.

12 2). Payment to CONTRACTOR for services in support of WPC services shall be made,  
13 by COUNTY, monthly in arrears as specified in subparagraph III.A.1. of this Exhibit B to the Contract.

14 2. For each year of the WPC, ADMINISTRATOR shall compare the actual amount of TSR  
15 allocated to CONTRACTOR, calculated in accordance with subparagraph II.D of Exhibit A of the  
16 Contract, to the IGT commitment made for each year of the WPC. ADMINISTRATOR shall distribute  
17 these calculations to CONTRACTOR and the Orange County Coalition of Community Clinics (Coalition)

18 a. If the total of actual calculated TSR Funds to be distributed to all Contracting Clinics  
19 results in an allocation to CONTRACTOR that is greater than the total of the IGT amount specified for  
20 the corresponding WPC Period, the difference shall be reimbursed to CONTRACTOR in accordance with  
21 Paragraph III. of Exhibit A to the Contract.

22 b.. If the total of actual calculated TSR Funds to be distributed to all Contracting Clinics  
23 results an allocation to CONTRACTOR that is less than the total of the IGT amount specified for the  
24 corresponding WPC Period, ADMINISTRATOR shall, in an amount equal to the difference between the  
25 TSR Fund amount calculated and the amount committed to DHCS until each year within the WPC Period  
26 is reconciled, allocate a portion of the next Fiscal Year’s budgeted TSR Funds to CONTRACTOR to  
27 ensure the IGT commitment to DHCS is satisfied.

28 3. Following the end of the WPC grant period, if the total of all five (5) reconciled years results  
29 in a TSR amount allocated to CONTRACTOR that is less than the total of the five (5) IGT amounts  
30 specified for the WPC Periods, the difference shall be deducted from the FY 2021-22 TSR Allocation due  
31 to CONTRACTOR.

32 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services  
33 Paragraph of this Exhibit B to the Contract.

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