

AGREEMENT
 FOR PROVISION OF
 COMMUNITY CLINIC SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME»
 «UC_DBA»

JULY 1, 2019 THROUGH JUNE 30, 2021

THIS AGREEMENT entered into this 1st day of July, 2019 (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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REFERENCED CONTRACT PROVISIONS**Master Contract Term:** July 1, 2019 through June 30, 2021

Tobacco Settlement Revenue

Period One means the period July 1, 2019 through June 30, 2020

Period Two means the period July 1, 2020 through June 30, 2021

Whole Person Care

Period One means the period July 1, 2019 through December 31, 2019

Period Two means the period January 1, 2020 through December 31, 2020

COVID-19 Testing Services

Period One means the period April 1, 2020 through June 30, 2020

Period Two means the period July 1, 2020 through December 30, 2020

Aggregate Maximum Obligation:	TSR Funds	Grant Funds	CARES Act	Total
Period One Maximum Obligation	\$ 5,426,527	\$ 1,917,500	155,348	\$ 7,499,375
Period Two Maximum Obligation	5,426,527	958,750	<u>7,583,764</u>	<u>2,650,906</u>
4,554,152	10,939,429	<u>14,778,822</u>		
TOTAL MAXIMUM OBLIGATION	\$10,853,054	\$ 2,876,250	<u>13,010,291</u>	<u>\$ 4,568,406</u>
\$ 4,709,500	\$18,438,804	<u>22,288,197</u>		

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»

1 «CONTACT», «CONTACT_TITLE»

2 «CONTACT_EMAIL»

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4 I. ACRONYMS

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

7	A. ACH	Acute Care Hospital
8	B. ARRA	American Recovery and Reinvestment Act of 2009
9	C. ASRS	Alcohol and Drug Programs Reporting System
10	D. BH	Base Hospital
11	E. CCC	California Civil Code
12	F. CCR	California Code of Regulations
13	G. CERC	Children's Emergency Receiving Center
14	H. CEO	County Executive Office
15	I. CFR	Code of Federal Regulations
16	J. CHPP	County HIPAA Policies and Procedures
17	K. CHS	Correctional Health Services
18	L. COI	Certificate of Insurance
19	M. D/MC	Drug/Medi-Cal
20	N. DHCS	California Department of Health Care Services
21	O. DPFS	Drug Program Fiscal Systems
22	P. DRS	Designated Record Set
23	Q. ePHI	Electronic Protected Health Information
24	R. ERC	Emergency Receiving Center
25	S. GAAP	Generally Accepted Accounting Principles
26	T. HCA	County of Orange Health Care Agency
27	U. HHS	Federal Health and Human Services Agency
28	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public 29 Law 104-191
30	W. HSC	California Health and Safety Code
31	X. ISO	Insurance Services Office
32	Y. MHP	Mental Health Plan
33	Z. OCJS	Orange County Jail System
34	AA. OCPD	Orange County Probation Department
35	AB. OCR	Federal Office for Civil Rights
36	AC. OCSD	Orange County Sheriff's Department
37	AD. OCEMS	Orange County Emergency Medical Services

1	AE. OC-MEDS	Orange County Medical Emergency Data System
2	AF. OIG	Federal Office of Inspector General
3	AG. OMB	Federal Office of Management and Budget
4	AH. OPM	Federal Office of Personnel Management
5	AI. OSHPD	Office of Statewide Health Planning and Development
6	AI. PA DSS	Payment Application Data Security Standard
7	AJ. PC	California Penal Code
8	AK. PCI DSS	Payment Card Industry Data Security Standard
9	AL. PHI	Protected Health Information
10	AM. PII	Personally Identifiable Information
11	AN. PRA	California Public Record Act
12	AO. PTRC	Paramedic Trauma Receiving Center
13	AP. SIR	Self-Insured Retention
14	AQ. HITECH Act	The Health Information Technology for Economic and Clinical Health
15		Act, Public Law 111-005
16	AR. USC	United States Code
17	AS. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Contract, together with Exhibits A, B, C, and Attachment 1 to C, attached hereto and incorporated herein, fully expresses the complete understanding of County and Contractor with respect to the subject matter of this Contract.

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - Administrator has established a Compliance Program for the

purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. Administrator shall provide Contractor with a copy of the policies and procedures relating to Administrator's Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. Contractor has the option to provide Administrator with proof of its own compliance program, code of conduct and any compliance related policies and procedures. Contractor's compliance program, code of conduct and any related policies and procedures shall be verified by Administrator's Compliance Department to ensure they include all required elements by Administrator's Compliance Officer as described in this Compliance Paragraph to this Contract. These elements include:

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

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

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

5. Upon written confirmation from Administrator's compliance officer that the Contractor's compliance program, code of conduct and any compliance related policies and procedures contain all required elements, Contractor shall ensure that all Covered Individuals relative to this Contract are made aware of Contractor's compliance program, code of conduct, related policies and procedures and contact

information for the Administrator's Compliance Program.

B. SANCTION SCREENING – Contractor shall screen all Covered Individuals employed or retained to provide services related to this Contract semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by Administrator.

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

2. An Ineligible Person shall be any individual or entity who:

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

7. Contractor shall notify Administrator immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be immediately removed from participating in any activity associated with this Contract. Administrator will determine appropriate repayment from, or sanction(s) to Contractor for services provided by ineligible person or individual. Contractor shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by Administrator.

C. GENERAL COMPLIANCE TRAINING - Administrator shall make General Compliance Training available to Covered Individuals.

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

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

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

4. Administrator will track training completion while Contractor shall provide copies of training certification upon request.

5. Each Covered Individual attending a group training shall certify, in writing, attendance at compliance training. Administrator shall provide instruction on group training completion while Contractor shall retain the training certifications. Upon written request by Administrator, Contractor shall provide copies of the certifications.

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

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

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

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

4. Administrator will track online completion of training while Contractor shall provide copies of the certifications upon request.

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

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

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

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

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

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

5. Contractor shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the Administrator.

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

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

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

V. CONFIDENTIALITY

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

1. Contractor acknowledges and agrees that all persons served pursuant to this Contract are Clients of the Orange County MSN services system, and therefore it may be necessary for authorized staff of Administrator to audit Client files, or to exchange information regarding specific Clients with County or other providers of related services contracting with County.

2. Contractor acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by Contractor pursuant to this Contract. Such

consents shall be obtained by Contractor in accordance with CCC, Division 1, Part 2.6, relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between MSN services providers, Contractor acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for Clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Contract, all members of Contractor's Board of Directors or governing body, or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the Contractor shall agree, in writing, with Contractor to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of Contractor members of Contractor's Board of Directors or governing body, or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

C. If Contractor is a public institution, County understands and agrees that Contractor is subject to the provisions of the California Public Records Act. In the event Contractor receives a request to produce this Contract, or identify any term, condition, or aspect of this Contract, Contractor shall notify County no less than three (3) business days prior to releasing such information.

VI. CONFLICT OF INTEREST

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

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. Contractor may not delegate the obligations hereunder, either in whole or in part, without prior written consent of County. Contractor shall provide written notification of Contractor's intent to delegate the obligations hereunder, either in whole or part, to Administrator not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

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

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

2. If Contractor is a for-profit organization, any change in the business structure, including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of Contractor, change to another corporate structure, including a change to a sole proprietorship, or a change in fifty percent (50%) or more of Board of Directors or any governing body of Contractor at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

2. No subcontract shall terminate or alter the responsibilities of Contractor to County pursuant to this Contract.

3. Administrator may disallow, from payments otherwise due Contractor, amounts claimed for subcontracts not approved in accordance with this paragraph.

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

D. Contractor shall notify County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. Contractor is also obligated to notify County in writing if the Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

VIII. DISPUTE RESOLUTION

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

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

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

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

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

D. This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or

interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

IX. EMPLOYEE ELIGIBILITY VERIFICATION

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI INDEMNIFICATION AND INSURANCE

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

B. Prior to the provision of services under this Contract, Contractor agrees to purchase all required

insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

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

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

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

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

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

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E. If Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

F. QUALIFIED INSURER

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

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

G. The policy or policies of insurance maintained by Contractor shall provide the minimum 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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance

maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

M. Contractor shall notify County in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation shall constitute a breach of Contractor's obligation hereunder and ground for County to suspend or terminate this Contract.

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

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

P. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

R. County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

S. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor

does not deposit copies of acceptable Certificate of Insurance and endorsements with County incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

U. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to County as follows:

- a. Prior to the start date of this Contract.
- b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by County regarding changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

a. Administrator may withhold or delay any or all payments due Contractor pursuant to any and all Contracts between County and Contractor until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.

b. Contractor may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between County and Contractor, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to Administrator.

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

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

XII. INSPECTIONS AND AUDITS

A. Administrator, any authorized representative of County, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall to the extent permissible under applicable law have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client

records, of Contractor that are directly pertinent to this Contract, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Contract, and the premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

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

XIII. LICENSES AND LAWS

A. Contractor, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, County, and all other applicable governmental agencies. Contractor shall notify Administrator immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Contract

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. Contractor certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. Contractor agrees to furnish to Administrator within thirty (30) calendar days of the award of this Contract:

a. In the case of an individual Contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

C. Contractor shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed.

1. Contractor shall comply with the applicable terms and conditions of the "Contract for Low Income Health Program; Contract No. 11-15909-OR-10" between County and the California Department of Health Care Services ("Department"). County shall provide Contractor with a copy of any new or amended contract with Department as soon as it is available. Contractor shall notify Administrator within thirty (30) calendar days of any inability of Contractor to comply with the terms and conditions of County's contract with Department.

2. Contractor shall comply with all requirements of Section 114 of the Clean Air Act, as amended, and Section 308 of the Federal Water Pollution Control Act respectively relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. Contractor shall not perform services required by this Contract in a facility listed on the EPA List of Violating Facilities unless and until the EPA eliminates the name of such facility from such listing.

4. Contractor shall use its best efforts to comply with clean air standards and clean water standards at the facility in which services required by this Contract are being performed.

D. Contractor attests, to the best of its knowledge, that all hospital-based physicians providing services at Contractor, under this Contract, are and will continue to be as long as this Contract remains in effect, the holders of currently valid licenses to practice medicine in the State of California and are members in "good standing" of the medical staff of Contractor's facility.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by County, unless Administrator consents thereto in writing.

XV. MAXIMUM OBLIGATION

A. The Aggregate Maximum Obligation of County for services provided in accordance with all agreements for Community Clinic Services during Period One and Period Two are as specified in the Referenced Contract Provisions of this Contract. This specific Contract with Contractor is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to Contractor will be only a fraction of these Aggregate Maximum Obligations.

B. At sole discretion of Administrator, Administrator may increase or decrease the Period One and Period Two Aggregate Maximum Obligations, provided the total of these individual Aggregate Maximum Obligations does not exceed the Total Aggregate Maximum Obligation of County as specified in the Referenced Contract Provisions of this Contract.

C. Administrator may amend the Aggregate Maximum Obligation for any Period, provided that the total of all amendments does not exceed ten percent (10%) of Period One funding for this Contract.

XVI. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and

State of California Labor Code, §1178.5, Contractor shall pay no less than the greater of the federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance” paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. Contractor shall require and verify that all of its Covered Individuals providing services pursuant to this Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

XVII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

C. COMPLAINT PROCESS – Contractor shall establish procedures for advising all clients through a written statement that Contractor’s and/or subcontractor’s clients may file all complaints alleging discrimination in the delivery of services with Contractor, subcontractor, and Administrator

1. Whenever possible, problems shall be resolved informally and at the point of service. Contractor shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with Contractor either orally or in writing.

2. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

E. RETALIATION – Neither Contractor, nor its employees or agents, shall intimidate, coerce, or take adverse action against any person for the purpose of interfering with rights secured by federal or state

laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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

D. For purposes of this Contract, any notice to be provided by County may be given by Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XXII. RESEARCH AND PUBLICATION

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

- 1 A. Contractor shall not use the funds provided by means of this Contract for the following purposes:
- 2 1. Making cash payments to intended recipients of services through this Contract.
- 3 2. Lobbying any governmental agency or official. Contractor shall file all certifications and
- 4 reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of
- 5 appropriated funds to influence certain federal contracting and financial transactions).
- 6 3. Fundraising.
- 7 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's
- 8 staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing
- 9 body.
- 10 5. Reimbursement of Contractor's members of the Board of Directors or governing body for
- 11 expenses or services.
- 12 6. Making personal loans to Contractor's staff, volunteers, interns, consultants, subcontractors,
- 13 and members of the Board of Directors or governing body, or its designee or authorized agent, or making
- 14 salary advances or giving bonuses to Contractor's staff.
- 15 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 16 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
- 17 may be found at www.opm.gov.
- 18 8. Severance pay for separating employees.
- 19 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 20 codes and obtaining all necessary building permits for any associated construction.
- 21 B. Unless otherwise specified in advance and in writing by Administrator, Contractor shall not use
- 22 the funds provided by means of this Contract for the following purposes:
- 23 //
- 24 1. Funding travel or training (excluding mileage or parking).
- 25 2. Making phone calls outside of the local area unless documented to be directly for the purpose
- 26 of Client care.
- 27 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 28 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 29 contribute to the quality of services to be provided pursuant to this Contract.
- 30

31 **XXV. STATUS OF CONTRACTOR**

32 Contractor is, and shall at all times be deemed to be, an independent contractor and shall be wholly

33 responsible for the manner in which it performs the services required of it by the terms of this Contract.

34 Contractor is entirely responsible for compensating staff, subcontractors, and consultants employed by

35 Contractor. This Contract shall not be construed as creating the relationship of employer and employee,

36 or principal and agent, between County and Contractor or any of Contractor's employees, agents,

37 consultants, volunteers, interns, or subcontractors. Contractor assumes exclusively the responsibility for

the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of County's employees and shall not be considered in any manner to be County's employees.

XXVI. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this Contract. Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

XXVII. TERMINATION

A. Except as otherwise provided below, neither Party may terminate Contract.

B. Either Party may terminate this Contract upon fifteen (15) calendar days prior written notice given the other for material breach of the Contract; provided, however, the alleged breaching Party has been given prior written notice setting forth the facts underlying the claim that breach of this Contract has occurred and has failed to cure the alleged breach within thirty (30) calendar days.

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C. Unless otherwise specified in this Contract, County may terminate this Contract upon five (5) calendar days written notice if Contractor fails to perform any of the terms of this Contract. At Administrator's sole discretion, Contractor may be allowed up to thirty (30) calendar days for corrective action.

D. County may terminate this Contract immediately, upon written notice, on the occurrence of any of the following events:

1. The loss of Contractor of legal capacity.
2. Cessation of services
3. The delegation or assignment of Contractor's services, operation, or administration to another entity without prior written consent of County.
4. The following occurrence by any physician or licensed person employed or provided privileges by Contractor and providing services pursuant to this Contract:
 - a. The neglect of any required duty.
 - b. The continued incapacity to perform duties.

c. Unethical conduct or malpractice

d. County may waive termination under this subparagraph XXVII.D.4 if Contractor removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

5. The loss of accreditation or any license required by the License and Laws Paragraph of this Contract.

6. EMERGENCY DEPARTMENT CLOSURE/LOSS OF LICENSE

a. Contractor shall give County thirty (30) calendar days prior written notice and shall terminate this Contract in the event that Contractor loses its general acute care license, or no longer intends to operate at least a Basic Emergency Service, without any cure period, notwithstanding any other prior or subsequent provisions of this Contract. Such notice shall include the date that operation of its Emergency Service will cease. Payments to Contractor shall continue for services provided up to the date of termination. Contractor terminating for such reason shall pay back any funds as may be required pursuant to this Contract.

b. In the event that Contractor ceases to operate at least a Basic Emergency Service at any time during this Contract, for reasons other than those specified in Subparagraph XXVII.D.4 above, and Contractor fails to notify County of said action, County shall immediately terminate this Contract. Payments to Contractor shall continue for services provided up to the date of termination and Contractor shall pay back any funds as may be required pursuant to this Contract.

E. Termination of this Contract for any reason shall result in payment to Contractor, for emergency and stabilization services which may be provided by Contractor after termination as required by law, at rates established by County in accordance with this Contract for Non-Contracting Hospitals.

F. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Contract or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemies, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or suppliers, vandalism, strikes or other work interruptions by a Party's officers, agents, employees, affiliates, or subcontractors, or any similar cause beyond the reasonable control of any Party to this Contract. However, all Parties shall make good faith efforts to perform under this Contract in the event of any such circumstance.

G. If state law or a court of competent jurisdiction determines that MSN Enrollees are fully covered by the State Medi-Cal Program, or any other State program, all obligations and rights related to such persons under this Contract shall be suspended while such court order is effective, or Contractor and County shall have the right to terminate this Contract upon ten (10) calendar days prior written notice given the other Parties and without any cure period, notwithstanding any other prior or subsequent provisions of this Contract.

H. CONTINGENT FUNDING

1. Any obligation of County under this Contract is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of County's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced, resulting in County's inability to reimburse Contractor in accordance with Exhibit B to the Contract, or terminated, County may suspend, terminate or renegotiate this Contract upon thirty (30) calendar days' written notice to Contractor. If County elects to renegotiate this Contract due to reduced funding which impacts County's ability to reimburse Contractor in accordance with Exhibit B to the Contract, or terminated funding, Contractor shall not be obligated to accept the renegotiated terms and may terminate the Contract prior to the effective date of the renegotiated Contract.

I. AMENDMENT

1. In the event of a formal amendment to this Contract (Amendment) which requires formal execution by both County and Contractor, Contractor shall return a fully executed Amendment to Administrator within forty-five (45) days of Administrator's delivery to Contractor of said Amendment.

2. If Contractor does not return a fully executed Amendment by the date specified, County or Contractor may terminate this Contract; provided, however, County shall first notify Contractor and then give thirty (30) days prior written notice to Contractor, which notice shall be given no later than fifteen (15) days after the fully executed Amendment was due to Administrator. At Administrator's discretion, a cure period may be provided to Contractor.

J. In the event this Contract is terminated by either Party as allowed herein, Contractor shall do the following:

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

2. Obtain immediate clarification from Administrator of any unsettled issues of contract performance.

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

4. If patients are to be transferred to another facility for services, furnish Administrator, upon request, all patient information and records deemed necessary by Administrator to effect an orderly transfer.

5. Assist Administrator in effecting the transfer of patients in a manner consistent with the patients best interests.

K. The rights and remedies of County and Contractor provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

XXVIII. THIRD PARTY BENEFICIARY

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

XXIX. WAIVER OF DEFAULT OR BREACH

Waiver by County of any default by Contractor shall not be considered a waiver of any subsequent default. Waiver by County of any breach by Contractor of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by County of any default 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.

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 4 «UC_NAME» «UC_DBA»

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 7 BY: _____ DATED: _____

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 9 TITLE: _____

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 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

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 34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
 35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
 36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or
 37 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 AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
«UC_DBA»
JULY 1, 2019 THROUGH JUNE 30, 2021

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 and 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 an 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. “Unfunded Patient” means a person who does not qualify for any government or privately funded health insurance plan or whose government or privately funded health insurance does not cover a

specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded their maximum benefit limits.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Condition Paragraph of this Exhibit A to the Contract.

II. BUDGET

A. County shall pay Contractor in accordance with the Payments Paragraph and Contractor's individual Maximum Obligation for each Period as set forth in this Exhibit A to the Contract.

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

1. Period One calculations shall be based on the total of all UCC Visits provided between January 1, 2019 and December 31, 2019.

2. Period Two calculations shall be based on the total of all UCC Visits provided between January 1, 2020 and December 31, 2020.

C. BUDGET ALLOCATION METHODOLOGY

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

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

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

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

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

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

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

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

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

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

D. BUDGET ALLOCATION DISTRIBUTION

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

AltaMed Health Services Corporation	\$ 768,045
Integrated Community Healthcare Solutions dba Buena	35,000
Park Community Clinic	
Camino Health Center	459,850
Center for Inherited Blood Disorders	33,396
Central City Community Health Center, Inc.	182,304
Children's Hospital of Orange County	20,497
Families Together of Orange County	67,600
Friends of Family Health Center	120,329
Vista Community Clinic	99,962
Healthy Smiles for Kids of Orange County	6,983
Hurt Family Health Clinic	137,000
Korean Community Services, Inc.	57,999
Laguna Beach Community Clinic	45,326
Livingstone Community Development Corporation	50,000
Nhan Hoa Comprehensive Health Care Clinic	236,844
North Orange County Regional Health Foundation	35,691
Obria Medical Clinics of Southern California	59,356
Reproductive Health Care Center, Inc. dba Sierra Health Center	60,035
Serve the People, Inc. dba Serve the People Community	329,144

Health Center	
Share Our Selves Corporation	753,981
St. Jeanne de Lestonnac Free Clinic dba Lestonnac Free Clinic	830,796
St. Jude Neighborhood Health Centers	648,136
Regents of the University of California on behalf of UC Irvine Family Health Center - Anaheim and Santa Ana	188,253
Southland Integrated Services, Inc.	50,000
NEW CLINICS	<u>150,000</u>
TOTAL	\$ 5,426,527

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

$$\begin{array}{ccc} \text{Contracting Clinic} & = & \left[\frac{\text{Contracting Clinic's UCC}}{\text{All Contracting Clinics' UCC}} \right] \times \text{Adjusted Available} \\ \text{Share} & \text{(equals)} & \text{(times) TSR Funds as} \\ & & \text{determined by} \\ & & \text{Administrator} \end{array}$$

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

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

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

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

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

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

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

- b. Addition of a new Contracting Clinic participant in this Contract.
 - c. Any change in corporate ownership of a Contracting Clinic.
 - d. Any change in Contractor eligibility for funding.
 - e. Any change in Tobacco Settlement Revenue funds received by County.
 - f. Any change in a Contracting Clinic's percent of UCC Visits which would in turn affect the distribution of Tobacco Settlement Revenue Funds specified herein.
 - g. Any correction to the distribution amount as a result of calculation error by Administrator that is not due to any error in reporting by any Contracting Clinic.
 - h. Any correction following a review or audit of Contractor's uncompensated visits used to determine the distribution amount.
 - i. A change in any Contracting Clinic's status as a WPC Contracting clinic and/or the amount of TSR funding allocated as match to the WPC Program.
5. Contractor agrees that said amended subparagraph II.D.1. of this Exhibit A to the Contract may be provided to the Coalition of Orange County Community Clinics for distribution to all Contracting Clinics.
6. The Parties agree that until the TSR Funds are actually received by County, the amount of Tobacco Settlement Revenue is estimated and based on the budget approved by Orange County Board of Supervisors each Fiscal Year.
7. The Parties agree that rounding corrections may be made by Administrator prior to distribution of funds.
8. The Parties agree that a Budget Distribution table for Period Two shall be developed based on TSR Funds available and adjustments made from the previous year in accordance subparagraph II.C of this Exhibit A to the Contract.
- E. Contractor and Administrator may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Contract.

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 for each Period 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 the Contractor purchases any equipment or commences any structural improvement projects. Contractor shall provide documentation necessary for the 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 for each Period 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.

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

E. Contractor agrees that, at Administrator's sole discretion, County shall not be obligated to reimburse Contractor for invoices submitted later than ninety (90) calendar days following the end of a month.

F. All billings to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, books, and records of services provided.

G. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

H. County shall not reimburse Contractor for direct services provided beyond the expiration and/or

termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

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

J. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Contract.

IV. REPORTS

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

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

C. Contractor and Administrator may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A to the Contract.

V. SERVICES

A. SERVICES TO BE PROVIDED:

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

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

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

- a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.
- b. Provide tobacco use cessation and prevention education as appropriate.
- c. Cooperate with County to track tobacco-related activities and enhance existing tobacco services.

4. Contractor shall collaborate with County and external evaluator to gather proper quality indicators and measurable outcomes to gauge the success and impact of the program.

B. STAFFING

1. Contractor shall provide the administrative and clinical staffing necessary to provide the services specified herein.

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

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

- a. Records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in County-sponsored and other cultural competency training;
- b. The availability of literature in multiple languages/formats as appropriate; and
- c. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

C. Contractor and Administrator may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»
«UC_DBA»

JULY 1, 2019 THROUGH DECEMBER 31, 2020

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 the 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, 2020, 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 the 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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15. “WPC Steering Committee” means an advisory committee established in accordance with a

directive from County's Board of Supervisors to provide high-level support, advocacy, and enablement for the WPC Pilot Project.

B. Contractor and Administrator may mutually agree, in writing, to modify the Common Terms and Condition Paragraph of this Exhibit B to the Contract.

II. BUDGET

A. If Contractor is a WPC Participating Entity, County shall pay Contractor in accordance with the Payments Paragraph of this Exhibit B and Contractor's individual Maximum Obligation for each Period as set forth in the Budget Distribution table described in accordance with Paragraph II. C of Exhibit A to the Contract.

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

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

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

B. BUDGET ALLOCATION DISTRIBUTION

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

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

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	Period One	
	TSR	Period Two
<u>Contracting Clinic</u>	Commitment	TSR Commitment
Buena Park Community Clinic	\$ 35,000	\$ 35,000
Families Together of Orange County	50,000	50 125,000
Hurt Family Health Clinic, Inc.	137,000	137 177,000
Korean Community Services, Inc.	55,000	55,000
Livingstone Community Development Corporation	50,000	50,000
North Orange County Regional Health Foundation	25,000	25 50,000
Serve the People, Inc.	200,000	200,000 511,078
Share Our Selves Corporation	200,000	200 645,000
St. Jean Jeanne de Lestonna Lestonnac Free Clinic dba Lestonnac Free Clinic	100,000	100,000
Southland Integrated Services Inc.	50,000	50,000
TOTAL:	\$902,000	\$902,0001,798,078

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, 2019 through December 31, 2020:

<u>Contracting Clinic</u>	Period One	Period Two
Buena Park Community Clinic	\$ 87,500	\$ 43 78,750
Families Together of Orange County	100,000	50 175,000
Hurt Family Health Clinic, Inc.	342,500	171 348,250
Korean Community Services, Inc.	137,500	68 123,750
Livingstone Community Development Corporation	100,000	50,000 94,078
North Orange County Regional Health Foundation	50,000	25 75,000

<u>Contracting Clinic</u>	Period One	Period Two
Serve the People, Inc.	500,000	250,000 <u>761,078</u>
Share Our Selves Corporation	500,000	250 <u>895,000</u>
Southland Integrated Services Inc.	<u>100,000</u>	<u>50</u> <u>100,000</u>
TOTAL:	\$1,917,500	\$958,750 <u>2,650,906</u>

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—B. County shall pay Contractor at the following monthly amounts, in arrears, not to exceed the total per Period amount, referenced in subparagraph III.A. above:

~~Monthly
Payment (not
to exceed
total Period
amount
referenced in
subparagraph
III.A.
above) Period~~

<u>Contracting Clinic</u>	<u>One</u>	<u>Period Two</u>
Buena Park Community Clinic	\$ 7,292	<u>\$ 13,125</u>
Families Together of Orange County	<u>8,334</u>	<u>29,167</u>
Hurt Family Health Clinic, Inc.	<u>28,542</u>	<u>58,042</u>
Korean Community Services, Inc.	<u>11,459</u>	<u>20,625</u>
Livingstone Community Development Corporation	<u>8,334</u>	<u>15,680</u>
North Orange County Regional Health Foundation	<u>4,167</u>	<u>12,500</u>
Serve the People, Inc.	<u>41,667</u>	<u>26,847</u>
Share Our Selves Corporation	<u>41,667</u>	<u>49,167</u>
Southland Integrated Services Inc.	<u>8,334</u>	<u>16,667</u>
TOTAL:	\$159,796	<u>\$ 441,820</u>

C. Reimbursement shall be based on Contractor reporting to Administrator and entering into WPC Connect the number of WPC Beneficiaries receiving services through Contractor.

1. "Collective per member per month" means the number of WPC Beneficiaries reported by all

WPC participating hospitals and community clinics. As of the execution of this Contract, the collective per member per month is equal to two thousand, two hundred, and twenty (2,220).

2. If the total number of WPC beneficiaries reported to Administrator is equal to or greater than the target number of WPC Beneficiaries specified in the WPC Contract, Contractor shall be reimbursed its monthly WPC amount.

3. If Contractor fails to report or use WPC Connect, Administrator may withhold payment.

D PAYMENT METHOD

1. County shall pay Contractor monthly, in arrears for services provided to Unfunded Patients at the amount specified in subparagraph III.A.1.; 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 for each Period as specified in the Referenced Contract Provisions of the Contract.

2. Contractor agrees that all payments are interim payments only, and subject to final Period-end reconciliation.

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

4. Contractor agrees that, at Administrator's sole discretion, County shall not be obligated to reimburse Contractor for invoices submitted later than ninety (90) calendar days following the end of a month.

5. All billings to County shall be supported, at Contractor's facility, by source documentation including, but not limited to, ledgers, books, and records of services provided.

6. County may withhold or delay any payment if Contractor fails to comply with any provision of the Contract.

E. County shall not reimburse Contractor for direct services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

F. Contractor and Administrator may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit B to the Contract.

IV. REPORTS

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

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

C. Contractor shall input any and all services provided to a WPC Beneficiary into WPC Connect.

D. Contractor and Administrator may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit B to the Contract.

V. SERVICES

A. SERVICES TO BE PROVIDED:

1. Contracting Clinics desiring to participate in the WPC Program must:

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

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2. Contractor will provide outreach and navigation services to WPC Beneficiaries, including but not limited to:

- a. Engagement– developing trusting relationships, providing emotional support, assessing needs, defining service goal for immediate and long term needs
- b. Crisis Intervention
- c. Development of: problem solving and coping skills: self-talk/reframing, obtainment of social support systems, etc.
- d. Providing or linking to resources, such as:
 - 1) Clothes – “Community Closet”
 - 2) Hygiene products
 - 3) Bus passes/other transportation
 - 4) Follow-up/ appt. Reminders
 - 5) Recuperative Care Placement
 - 6) Coordinated Entry
 - 7) Homeless programs
 - 8) Veteran Services/Domestic Violence Services/Older Adults Services/Transitional Age Youth Programs
 - 9) Detox/rehab
 - 10) Mental health programs/linkage with Behavioral Health Services
 - 11) Employment programs/Training

- 12) Replacement Identification card/Social Security Card/Birth Certificate
- 13) PCP/clinic/urgent care/replacement medical cards
- 14) Dental services
- 15) Hot Meals/food banks
- 16) Showers /Laundry Services
- 17) Federal Phone
- 18) Social Security (SSDI/SSI)
- 19) Food Stamps/General Relief
- 20) Change of mailing address
- 21) Other resources linked to depending on unique circumstance

B. IGT – RECONCILIATION

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

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

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

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

1) The amount of TSR Funds to be used in the IGT is at the discretion of Contractor and must be approved by Administrator.

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

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

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

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

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

C. Contractor and Administrator may mutually agree, in writing, to modify the Services Paragraph of this Exhibit B to the Contract.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC_DBA»
JULY 1, 2019 THROUGH JUNE 30, 2021

**COVID-19 TESTING SERVICES
APRIL 1, 2020 THROUGH DECEMBER 31, 2020**

This Exhibit specifies the contractual terms and conditions by which the County shall procure COVID-19 Testing Services to include a screening process to determine timing and appropriateness for COVID-19 testing from Contractor as further detailed below.

A. The County of Orange Health Care Agency (HCA) requires laboratory testing services specifically for COVID-19 Testing. In the event that phlebotomy/serology surrounding COVID-19 Testing Services becomes inclusionary and/or necessary, HCA shall provide E-mail notification regarding such modifications for Contractor's review and consideration, which shall only become part of this Contract based upon Contractor's confirmation via E-mail response to said modification notification E-mail from HCA.

B. The term for the provision of COVID-19 Testing Services, per the term and conditions specified in this Exhibit C to the Contract, is April 1, 2020 through December 31, 2020; and may be amended by mutual agreement of the Parties.

C. General requirements for services are specified herein.

A. Contractor shall be licensed in the State of California as a clinical laboratory, registered by CLIA, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, Cal- Optima Health Networks (including pre-authorizations), Childhood Health and Disability Prevention (CHDP), Family PACT programs, and other insurance companies.

B. Any subcontractors proposed by Contractor shall be licensed in the State of California for appropriate clinical ancillary services or as a clinical laboratory, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, CalOptima Health Networks (including pre-authorizations), CHDP, Family PACT programs, and other insurance companies.

C. Clinical laboratory personnel providing services under this Contract requiring professional licensure or certification pursuant to Title 17, California Code of Regulations, Section 1029, et, seq., must

hold current valid licensure or certification from the State of California Department of Public Health and meet all applicable standards for all work performed.

D. Contractor shall have available and provide a sufficient number of licensed/certified personnel to effectively service all locations and schedules specified herein, plus any additional facilities that may be added to the Contract, by mutual written agreement of both Parties, during the Exhibit C, COVID-19 testing Contract period.

E. Contractor is required to have and maintain during the period of the Contract all valid laboratory licenses required by the State of California and the Federal Government to operate as a licensed clinical laboratory.

F. Contractor shall provide COVID-19 Testing Services in accordance with FDA-approved testing guidelines and Health Care Agency approved priority Clients guidance.

A. Contract Work Hours And Safety Standards Act:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth

in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

B. Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Suspension and Debarment:

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor must execute the certification, as provided in Attachment 1 to Exhibit C.

F. Procurement of Recovered Materials:

1. In the performance of this contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

a. Competitively within a timeframe providing for compliance with the contract performance schedule;

b. Meeting contract performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

G. Access To Records:

1. Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. Department of Homeland Security (DHS) Seal, Logo, And Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. Compliance with Federal Law, Regulations, And Executive Orders: This is an acknowledgement

that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False Or Fraudulent Statements Or Related Acts: Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

L. Breach of Contract: The failure of Contractor to comply with any of the provisions, covenants or conditions of this Exhibit C shall be a material breach of the Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

1. Terminate COVID-19 Testing Services of the Contract immediately;
2. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
3. Discontinue payment to Contractor for and during the period in which Contractor is in breach; and
4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

M. Equal Employment Opportunity:

1. Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

2. Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

3. Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

A. Contractor shall provide a protocol for providing COVID-19 Testing Services, which shall be reviewed and approved by County. The protocol shall include a screening process to determine timing and appropriateness of a COVID-19 Laboratory Test.

B. Contractor shall provide Administrator of Contractor's testing capacity upon execution of this Amendment No. 1 to the Contract.

C. Contractor shall inform Administrator of changes to testing capacity (increase/decreases) within twenty-four hours of change, but when at all possible, in advance of changes in capacity.

1. Testing Methodology

a. Contractor shall comply with all federal and state regulations and guidelines for testing related to COVID-19. https://www.cdc.gov/csels/dls/locs/2020/fda_clarifies_clia-waived_status.html

b. Contractor shall provide COVID-19 Testing Services in accordance with FDA-approved testing guidelines and Health Care Agency approved priority Clients guidance.

2. Test Results

a. Notwithstanding reporting requirements for communicable diseases, Contractor shall report to County the number of tests conducted, the number of positive tests, and payer information in a format approved and or provided by and on a schedule approved and or provided by Administrator. To monitor demand, initial reporting is expected to be daily.

b. Contractor shall adhere with Title 17, California Code of Regulations (CCR) 2500 and 2500 reporting requirements. <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Reportable-Disease-and-Conditions.aspx>

3. Quality Control

a. County reserves the right to submit "proficiency" samples without notice to determine the quality of Contractor's analysis. Contractor shall re-test specimens at no charge when Contractor's results from County's proficiency samples are incorrect.

b. Upon twenty-four (24) hours verbal notice to Contractor's Project Manager, County reserves the right to periodically inspect Contractor's facility(ies) during normal working hours to examine quality control.

c. Contractor shall allow for inspection of COVID-19 Testing Services, in accordance with the Inspection and Audit Paragraph of the Contract, and further referenced herein, Contractor shall also allow for County observation and participation in Contractor's COVID-19 Testing Services for the purposes of quality control and oversight.

d. Contractor shall make available to County all evidence of quality control procedures and forms in use by Contractor, including results from proficiency testing services upon request.

D. Contractor shall maintain at a minimum of one (1) facility appropriate for the provision of COVID-19 Testing Services that meets the minimum requirements for the locations designation and/or licensure in accordance with local, state, and federal regulations. Contractor's location(s) for the provision of COVID-19 Testing Services is/are as follows:

«SRVC_LOC_1»

«SRVC_LOC_2»

«SRVC_LOC_3»

V. :

A. Compensation

1. COVID-19 Testing Services are a fee-for-service component under the Community Clinic Services Contract. The COVID-19 Testing Services component shall not exceed the amount of \$4,709,500 for the COVID-19 Testing Services Term of Contract reference in this Exhibit C to the Contract.

2. Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with this Exhibit C to the Contract.

3. Reimbursement for Uncompensated Testing – Contractor agrees to accept the rate of up to the Federally Qualified Health Center (FQHC) base Prospective Payment System (PPS) rate, which is currently \$173.50 per visit in 2020 (<https://www.cms.gov/files/document/mm11500.pdf>) for uncompensated COVID-19 Testing Services. Clinics are expected to maximize Medi-Cal's presumptive eligibility and bill Medi-Cal for all eligible expenses.

a. As stated in the contract, "Contractors are expected to maximize Medi-Cal's Presumptive Eligibility (PE) and bill Medi-Cal for all eligible expenses." COVID-19 Presumptive Eligibility was established in California to provide compensation to Medi-Cal providers for COVID-19 testing and treatment of uninsured California residents. County compensation is not available for tests to uninsured individuals that are or were eligible for Medical PE at the time of service. Failure to apply for Medi-Cal PE or bill the program, regardless of the reason – including client choice, does not make the County responsible for that expense.

b. Reimbursement of services to uninsured individuals is also available to Contractors under the U.S. Health Resources Services Administration's (HRSA) COVID-19 Reimbursement program. Contractors have been informed of this resource and encouraged to use it for uninsured individuals not covered by Medi-Cal PE.

c. County reimbursement of testing services is specifically intended to cover testing to

insured individuals for whom the Contractor is unable to bill. This is generally a small percentage of individuals that have HMO insurance and no administrative mechanism exists for billing and reimbursement.

d. County reimbursement is ONLY for the single visit directly associated with the provision of the test.

4. Optional Funding for Start-up Costs – A maximum amount of twenty-five thousand dollars (\$25,000) in start-up costs is available per approved expanded COVID-19 testing site. Approval of Start-up costs shall be at Administrator's discretion.

a. Start-up costs are those costs associated with initiating the COVID-19 Testing Services program and are only those appropriate to the model and scale of services to be delivered. Since approval is solely at the discretion of the County, Contractor is highly encouraged to obtain prior approval by Administrator of expenses by Administrator.

b. No additional start-up costs may be charged after August 31, 2020.

c. Contractor shall submit all receipts for actual cost reimbursement monthly, in advance of invoicing for reimbursement, for Administrator review and approval.

d. Allowable Start-Up Costs may include, but not be limited to, the following items:

- 1) Tents 10X10
- 2) Tents 10X30
- 3) Folding Tables
- 4) Folding Chairs
- 5) Extension Cords
- 6) Power Strips
- 7) Cones
- 8) Raincoat/ponchos
- 9) Safety Vests
- 10) Lap Tops
- 11) Lap Top Carts
- 12) Label Printer Costs
- 13) External Access Points Costs
- 14) External AP install and cabling
- 15) Ped Face Masks
- 16) N95 Masks

- 17) Isolation Gowns
- 18) Face Shields
- 19) Alcohol Prep Pad
- 20) Alcohol, normal usage
- 21) Hand Sanitizer
- 22) Hand Sanitizer Stations, normal usage, (1200 ml refill bags)
- 23) Disinfectant Hydrogen Peroxide Wipes, Clorox
- 24) Disinfectant Bleach Wipes, normal use
- 25) Fuzion, Clorox, normal use
- 26) Wypall
- 27) Thermometer Probe Covers
- 28) Influenza Test Kit
- 29) Strep Test Kit
- 30) Lab Testing Swabs, for COVID-19
- 31) Collection Tubes, for COVID-19

5. Compensation for Administrative Start Up

a. Due to the unexpected administrative challenges of registration and initial billing of both the Medi-Cal PE program and HRSA's COVID-19 reimbursement program, the County is allowing participating Community Clinics to request a one-time payment to offset administrative costs for the months of May, June, and July 2020 as follows:

Tests Previously Reported to County April 20 - July 31, 2020	
Over 10,000	\$ 300,000
7,500 - 10,000	\$ 250,000
4,000 - 7,499	\$ 150,000
1,000 - 3,999	\$ 50,000
100 - 999	\$ 10,000

b. Payment to Contractor is based on the previously reported testing information and is available to participating Community Clinics in compliance with contract requirements, including invoicing requirements included in both Amendments 1 and 2. Specifically, this one-time payment is not available to Contractors attempting to invoice the County for uninsured individuals eligible during Medi-Cal PE or HRSA at the time of

1 service.

2 c. The payment request must be submitted via a standard invoice by September 30, 2020,
3 and include the following affidavit.

4
5 *'The information provided in this invoice is true and correct to the best of [Fill-in – Contract Entity*
6 *Name] knowledge at the time of submission. COVID-19 Testing Services reported to the County*
7 *were provided to individuals meeting priority criteria specified by Orange County Health Care*
8 *Agency. Only services that could not be billed to third-party insurers, or were provided to patients*
9 *ineligible for other publicly funded resources including, but not limited to, Medi-Cal PE and HRSA*
10 *COVID-19 reimbursement program, have been, or will be, charged to the County. [Fill-in –*
11 *Contract Entity Name] understands that the penalty of knowingly providing misinformation may*
12 *be considered fraud and the County may take immediate action that includes, but is not limited to,*
13 *terminating this contract. '*

14
15 B. Fees and Charges:

16 1. Contractor agrees to bill insurance(s) for the COVID-19 Testing Services requested herein,
17 whenever possible. Contractor agrees that payment received from the billing of insurance plans shall be
18 considered payment in full for testing services requested herein, and will not charge any copayment to
19 clients, and absolves County of any and all financial responsibility; and

20 2. Contractor agrees to accept the rate of the Federally Qualified Health Center (FQHC) base
21 Prospective Payment System (PPS) rate, which is currently \$173.50 per visit in 2020
22 (<https://www.cms.gov/files/document/mm11500.pdf>) for uncompensated COVID-19 Testing Services.
23 Uncompensated COVID-19 Testing Services may include, but is not limited to COVID-19 testing for
24 Clients without insurance or testing for Clients that have insurance but Contractor may be deemed out-of-
25 network and therefore not eligible for reimbursement. Contractor will not charge any fees or copayment
26 to clients for COVID -19 Testing Services.

27 3. Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse
28 the County of Orange for any monies paid to Contractor for goods or services not provided or when goods
29 or services do not meet the Contract requirements.

30 4. Payments made by the County shall not preclude the right of the County from thereafter
31 disputing any items or services involved or billed under this Contract and shall not be construed as
32 acceptance of any part of the goods or services.

33 5. Taxpayer ID Number: Contractor shall include its taxpayer ID number on all invoices
34 submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment
35 processing.

36 6. Payment – Invoicing Instructions:

37 a. Contractor's invoice shall be on a form approved or supplied by County and provide such

information as is required by County, to include but not be limited to the following:

- 1) Contractor's name and address
- 2) Contractor's remittance address
- 3) Contractor's Taxpayer ID Number
- 4) Name of County Agency/Department
- 5) Delivery/service address
- 6) Master Contract (MA) or Purchase Order (PO) number
- 7) Agency/Department's Account Number, if applicable
- 8) Date of invoice
- 9) Product/service description, quantity, and prices
- 10) Sales tax, if applicable
- 11) Freight/delivery charges, if applicable
- 12) Total

b. Invoices shall be accompanied by a line item listing of testing recipients which includes:

- 1) Date of testing
- 2) Client identifier or date of birth
- 3) Public Health Testing Priority Group
- 4) Insurer
- 5) Basis of Claim
 - a) No mechanism to bill insurer
 - b) Denied by insurer
 - c) Other (explain) _____

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c. Contractor's invoice shall include the following signed affidavit

'The information provided in this invoice is true and correct to the best of [Fill-in – Contract Entity Name] knowledge at the time of submission. COVID-19 Testing Services in this invoice were provided to individuals meeting priority criteria specified by Orange County Health Care Agency. These services could not be billed to third-party insurers, and patients and services were ineligible for other publicly funded resources including, but not limited to, Medi-Cal PE and HRSA COVID-19 reimbursement program. [Fill-in – Contract Entity Name] understands that the penalty of knowingly providing misinformation may be considered fraud and the County may take immediate action that includes, but is not limited to, terminating this contract.'

d. Invoices are due by the tenth (10th) working day of each month, and payments to

Contractor should be released by County no later than twenty-one (21) days after receipt of the correctly completed invoice form. Invoices received from Contractor after the tenth (10th) working day of the month may not be paid within the same month.

e. Contractor agrees that, at Administrator's sole discretion, County shall not be obligated to reimburse Contractor for invoices submitted later than ninety (90) calendar days following the end of a month.

f. The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

g. Payment (Electronic Funds Transfer) - County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via email. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.

7. CFDA Information:

<u>CFDA#</u>	<u>FAIN#</u>	<u>Program/ Service Title</u>	<u>Federal Funding Agency</u>	<u>Federal Award Date</u>	<u>Federal Award Indirect Rate</u>	<u>Amount</u>	<u>R&D Award (Y/N)</u>
21.019	SLT012	Coronavirus Relief Fund (CRF)	US Department of Treasury	4/22/2020	10% de minimis rate	\$554,133,765	N

a. Office of Management and Budget (OMB) Circulars. Contractor must comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Contracts with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Contracts with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

b. Single Audit Act. Since Federal funds are used in the performance of this Contract, Contractor must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Contract may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Contract may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

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ATTACHMENT 1 to EXHIBIT C

CERTIFICATION REGARDING ANTI-LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, «LC_NAME» «LC_DBA», certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date