

AMENDMENT IV
TO THE
COORDINATION AND PROVISION OF BEHAVIORAL HEALTHCARE SERVICES
CONTRACT

THIS AMENDMENT IV is entered into by and between the Orange County Health Authority, a Public Agency, dba CalOptima (“CalOptima”) and the County of Orange, through its division the **Orange County Health Care Agency**, a political subdivision of the State of California (“County”), and shall become effective on the first day of the first month following execution of this Amendment IV by both parties (the “Effective Date”), with respect to the following facts:

RECITALS

- A. CalOptima and County entered into a Coordination and Provision of Behavioral Healthcare Services Contract (“Contract”), effective September 1, 2013, by which County agreed to provide or arrange for the provision of specified Covered Services to CalOptima members in identified CalOptima Programs. The Contract was subsequently amended as follows: Amendment I, effective September 1, 2013, extended the Contract to cover Cal MediConnect (OneCare Connect) members; Amendment II, effective January 1, 2015, revised the begin date of Cal MediConnect, revised the term end date of the Contract to December 31, 2017 and updated the Behavioral Health benefit matrix; and Amendment III, effective January 1, 2018, revised the term end date of the Contract to December 31, 2020 and updated the Behavioral Health benefit matrix in Amendment II.
- B. CalOptima and County now desire to amend the Contract on the terms and conditions set forth below to incorporate required regulatory language and to provide clarification on the scope of and compensation under the Contract.

NOW, THEREFORE, the parties agree as follows:

1. Section 1.2 “Advance Directive” shall be deleted in its entirety and replaced as follows:

“1.2. “Advance Directive” means an individual’s written directive or instruction, such as a power of attorney for health care or a living will, recognized under state law (whether statutory or as recognized by the courts of the state) for the provision of that individual’s health care if the individual is unable to make his or her health care wishes known.”

2. Section 1.31 “Participation Status” shall be deleted in its entirety and replaced as follows:

“1.31. “Participation Status” means whether or not a person or entity is or has been suspended, precluded, or excluded from participation in a Federal and/or State health care program and/or has a felony conviction (if applicable) as specified in CalOptima’s Compliance Program and CalOptima Policies.”

3. Section 1.44 “Preclusion List” shall be added to the Contract as follows:

“1.44. “Preclusion List” means the CMS-compiled list of providers and prescribers who are precluded from receiving payment for Medicare Advantage (MA) items and services or Part D drugs furnished or prescribed by Medicare beneficiaries.”

4. The following paragraph shall be added to the end of Section 3.13 “CalOptima QMI Program”:

“County shall allow CalOptima to use performance data for CalOptima’s quality improvement program activities and mandatory performance data reporting to CalOptima’s Regulators.”

5. The first paragraph of Section 3.22 “No Discrimination (Member) shall be deleted in its entirety and replaced as follows:

“3.22. No Discrimination (Member). County Associates shall not discriminate against Members because of race, color, national origin, creed, ancestry, religion, language, age, marital status, sex, sexual orientation, gender identity, health status, physical or mental disability, or identification with any other persons or groups defined in Penal Code 422.56, in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d (race, color, national origin); Section 504 of the Rehabilitation Act of 1973 (29 USC §794) (nondiscrimination under Federal grants and programs); Title 45 CFR Part 84 (nondiscrimination on the basis of handicap in programs or activities receiving Federal financial assistance); Title 28 CFR Part 36 (nondiscrimination on the basis of disability by public accommodations and in commercial facilities); Title IX of the Education Amendments of 1973 (regarding education programs and activities); Title 45 CFR Part 91 and the Age Discrimination Act of 1975 (nondiscrimination based on age); as well as Government Code Section 11135 (ethnic group identification, religion, age, sex, color, physical or mental handicap); Civil Code Section 51 (all types of arbitrary discrimination); Section 1557 of the Patient Protection and Affordable Care Act; and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality.”

6. Section 3.26 “Participation Status” shall be deleted in its entirety and replaced as follows:

“3.26. Participation Status. County shall have Policies and Procedures to verify the Participation Status of County’s Associates. In addition, County attests and agrees as follows:

3.26.1 County Associates shall meet CalOptima’s Participation Status requirements during the term of this Contract.

3.26.2 County shall immediately disclose to CalOptima any pending investigation involving, or any determination of, suspension, exclusion or debarment by County or County’s Associates occurring and/or discovered during the term of this Contract.

3.26.3 County shall take immediate action to remove any County Associate that does not meet Participation Status requirements from furnishing items or services related to this Contract (whether medical or administrative) to CalOptima Members.

3.26.4 County shall include the obligations of this Section in its Subcontracts.

3.26.5 CalOptima shall not make payment for healthcare item or service furnished by an individual or entity who, at the time the healthcare item or service is furnished, is excluded by the Office of the Inspector General or is included in the Preclusion List. County shall provide written notice to Member who received the services and the excluded provider or provider listed on the Preclusion List that payment will not be made, in accordance with CMS requirements.”

7. Section 3.35 “Days to Appointment” shall be added to the Contract as follows:

“3. 35 Days to Appointment. County shall ensure that appointments for non-emergency or non-urgent care Covered Services are scheduled within fifteen (15) business days of the Member’s request for physicians, and ten (10) business days of the Member’s request for non-physicians.”

8. Section 3.36 “Government Claims Act” shall be added to the Contract as follows:

“3.36. Government Claims Act. County shall ensure that County and County Associates comply with the applicable provisions of the Government Claims Act (California Government Code section 900 et seq.), including, but not limited to Government Code sections 910 and 915, for any disputes arising under this Contract, and in accordance with CalOptima Policy AA.1217.”

9. Section 3.37 “Certification of Document and Data Submissions” shall be added to the Contract as follows:

“3.37. Certification of Document and Data Submissions. All data, information, and documentation provided by County to CalOptima pursuant to this Contract and/or CalOptima Policies, which are specified in 42 CFR 438.604 and/or as otherwise required under this Contract and/or by CalOptima’s Regulators, shall be accompanied by a certification statement on the County’s letterhead sign by the County’s Chief Executive Officer or Chief Financial Officer (or an individual who reports directly to and has delegated authority to sign for such Officer) attesting that based on the best information, knowledge, and belief, the data, documentation, and information is accurate, complete, and truthful.”

10. Section 3.38 “Reports and Data” shall be added to the Contract as follows:

“3.38. Reports and Data. In addition to any other reporting obligations under this Contract, County shall, upon reasonable request, submit such reports and data relating to services covered under this Contract as are needed by CalOptima to meet any mandatory reporting requirements. CalOptima shall reimburse County for reasonable costs for producing and delivering such reports and data.”

11. Section 3.39 “Provider Terminations” shall be added to the Contract as follows:

“3.39. Provider Terminations. In the event that a provider is terminated or leaves County, County shall ensure that there is no disruption in services provided to Members who are

receiving treatment for a chronic or ongoing behavioral health condition. County shall ensure that there is no disruption in services provided to CalOptima Member.”

12. Section 7.7.3 “Declaration of Confidentiality” shall be deleted in its entirety and replaced as follows:

“7.7.3. Declaration of Confidentiality. If County and County Associates have access to computer files or any data confidential by statute, including identification of eligible Members, County agrees to sign a declaration of confidentiality in accordance with the applicable Government Contract and in a form acceptable to CalOptima, DHCS and/or CMS, as applicable.”

13. Section 8.6 “Modifications or Termination to Comply with Law” shall be deleted in its entirety and replaced as follows:

“8.6. Modifications or Termination to Comply with Law. CalOptima reserves the right to modify or terminate the Contract at any time when modifications or terminations are (a) mandated by changes in Federal or State laws, (b) required by Government Contracts, or (c) required by changes in any requirements and conditions with which CalOptima must comply pursuant to its Federally-approved Section 1915(b) waiver. CalOptima shall notify County in writing of such modification or termination immediately and in accordance with applicable Federal and/or State requirements. County shall, in its sole discretion, either comply with the new requirements within 30 days of the later of receipt of written notification or the effective date, unless otherwise instructed by DHCS and to the extent possible, or terminate this Contract without cause pursuant to Section 8.7, herein. All other changes to this Contract may only be made through a written amendment signed by the parties.”

14. Section 9.1 “County Grievances” shall be deleted in its entirety and replaced as follows:

“9.1. County Grievances. CalOptima has established a fast and cost-effective complaint system for provider complaints, grievances and appeals. County shall have access to this system for any issues arising under this Contract, as provided in CalOptima Policies related to the applicable CalOptima Program(s). County complaints, grievances, appeals, or other disputes regarding any issues arising under this Contract may be resolved through such system.”

15. Section 10.4 “Governing Law and Venue” shall be deleted in its entirety and replaced as follows:

“10.4 Governing Law and Venue. This Contract shall be governed by and construed in accordance with all laws of the State of California and Federal laws and regulations applicable to the CalOptima Programs and all contractual obligations of CalOptima. Any and all legal proceedings under or related to this Contract shall be brought in California State courts located in Orange County, California.”

16. Attachment A, Section 1.1, shall be deleted in its entirety and replaced as follows:

“1.1 CalOptima Programs. County shall furnish Covered Services to eligible Members in the following CalOptima Programs:

 X OneCare (Medicare Advantage Program)

 X OneCare Connect (Cal MediConnect Program)”

17. The following provisions shall be added to Article 2 “Services” of Attachment A.

“2.2. Services under the Cal MediConnect Program means all Medicare and Medi-Cal benefits and services, including medical care, hospital care, long-term care, behavioral health care, social services, and other services, which are covered benefits under the Cal MediConnect Program.

2.3. County will provide behavioral health services (mental health and substance use disorder treatment) covered under the Medicare benefit, which may qualify for direct reimbursement by CalOptima.

2.4. County and CalOptima shall coordinate their respective services as described in Schedule 1 to Addendum 2.”

18. Attachment B “Compensation” shall be deleted in its entirety and replaced with the attached Attachment B – Amendment IV.

19. Addendum 1 “Medicare Advantage Program (OneCare)” shall be deleted in its entirety and replaced with the attached Addendum 1 – Amendment IV.

20. Addendum 2 “Demonstration Program” shall be deleted in its entirety and replaced with the attached Addendum 2 – Amendment IV. Schedules 1 and 2 of Addendum 2 shall remain the same.

21. **CONTRACT REMAINS IN FULL FORCE AND EFFECT-** Except as specifically amended by this Amendment IV, all other terms and conditions contained in the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment IV.

FOR COUNTY

FOR CALOPTIMA:

DocuSigned by:
Jeff Nagel
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SIGNATURE

SIGNATURE

Jeff Nagel

Ladan Khamseh

PRINT NAME

PRINT NAME

Behavioral Health Director

Chief Operating Officer

TITLE

TITLE

10/6/2020

DATE

DATE

Approved As To Form
County Counsel
County of Orange, California

By: Brittany McLean
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Dated: 10/6/2020

ATTACHMENT B – AMENDMENT IV

COMPENSATION

CalOptima shall reimburse County, and County shall accept as payment in full from CalOptima, the lesser of billed charges, or:

I. OneCare (Medicare Advantage) and OneCare Connect (Cal MediConnect) Programs Reimbursement

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

- A. 80% of the current year Medicare Allowable Participating Fee Schedule for locality 26 outpatient professional behavioral health services.
- B. Billing Guidelines-
 - County shall utilize current payment codes and modifiers for Medicare.
 - Unless specified otherwise in this Contract, Medicare billing rules and payment policies and guidelines for billing and payment will apply.
 - Services not contained in the Medicare fee schedule at the time of service are not reimbursable.

**ADDENDUM 1 – AMENDMENT IV
ONECARE
(MEDICARE ADVANTAGE PROGRAM)**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima OneCare Program (Medicare Advantage Program):

1. Record Retention. County agrees to retain books, records, Member medical, Subcontractor and other records for at least ten (10) years from the final date of the Contract, or the date of completion of any audit, whichever is later, unless a longer period is required by law.
2. Right of Inspection, Evaluation, Audit of Records. County and its Subcontractors agree to maintain and make available contracts, books, documents, and records involving transactions related to the Contract to CalOptima, DMHC, DHHS, the Comptroller General, the U.S. General Accounting Office (“GAO”), any Quality Improvement Organization (“QIO”) or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the County’s provision of health care services to Members, the cost of such services, and payments received by County from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
3. Accountability Acknowledgement. County further agrees and acknowledges that CalOptima oversees and is accountable to CMS for functions or responsibilities described in MA regulations; that CalOptima may only delegate activities or functions in a manner consistent with the MA program delegation requirements; and that any services or other activities performed by County pursuant to the Contract are consistent and comply with CalOptima’s contractual obligations with CMS and adhere to delegation requirements set forth by MA statutes, regulations and/or other guidance. Where delegated responsibilities are identified in this Contract, the following shall apply:
 - (a) Delegation by CalOptima. To the extent that responsibilities are delegated to County under this Contract, County warrants that it meets CalOptima delegation criteria set forth in the Attachment to this Contract and agrees to accept delegated responsibility for those listed activities. County agrees to perform the delegated activities in a manner consistent with the delegation criteria. County agrees to notify CalOptima of any change in its eligibility under the delegation criteria within twenty-four (24) hours from the date it fails to meet such delegation criteria. County acknowledges that delegation to another entity does not alter County’s ultimate obligations and responsibilities set forth in this Contract. County acknowledges and agrees that CalOptima retains final authority and responsibility for activities delegated under this Contract. Activities not expressly delegated

herein by CalOptima or for which delegation is terminated are the responsibility of CalOptima.

- (b) Reports on Delegated Activities. County agrees to provide CalOptima with periodic reports on delegated activities performed by County as provided in the delegation criteria. The report shall be in a form and contain such information as shall be agreed upon between the parties. County agrees to take those corrective actions identified by CalOptima through the audit review process.
- (c) CalOptima Oversight of Delegation. The delegation of the functions and responsibilities stated herein does not relieve CalOptima of any of its accountability to CMS and obligations to its Members under applicable law. CalOptima is authorized to perform and remains liable for the performance of such obligations, notwithstanding any delegation of some or all of those obligations by County, which will be monitored by CalOptima on an ongoing basis. In the event County breaches its obligation to perform any delegated duties, CalOptima shall have all remedies set forth in this Contract, including, but not limited to, penalties or termination of the delegation of such functions to County as set forth in this Contract. Moreover, CalOptima shall have the right to require County to terminate any Subcontracting provider for good cause, including but not limited to breach of its obligations to perform any delegated duties.
- (d) Review of Credentials. County shall ensure that the credentials of medical professionals affiliated with the County are reviewed by it. County agrees that CalOptima will review and approve County's credentialing process on ongoing basis.

4. COB Requirements.

- (a) MSP Obligations. County agrees to comply with MSP requirements. County shall coordinate with CalOptima for proper determination of COB and to bill and collect from other payers and third party liens such charges for which the other payer is responsible. County agrees to establish procedures to effectively identify, at the time of service and as part of their claims payment procedures, individuals and services for which there may be a financially responsible party other than MA Program. County will bill and collect from other payers such amounts for Covered Services for which the other payer is responsible.
- (b) County Authority to Bill Third Party Payers. County may bill other individuals or entities for Covered Services for which Medicare is not the primary payer, as specified herein. If a Medicare Member receives from County Covered Services, that are also covered under State or Federal workers' compensation, any no-fault insurance, or any liability insurance policy or plan, including a self-insured plan, County may bill any of the following— (1) the insurance carrier, the employer, or any other entity that is liable for payment for the services under section 1862(b) of the Act and 42 C.F.R. part 411 or (2) the Medicare enrollee, to the extent that he or she has been paid by the carrier, employer, or entity for covered medical expenses.

5. Reporting Requirements. County shall comply with CalOptima's reporting requirements in order that it may meet the requirements set forth in MA laws and regulations for submitting encounter and other data including, without limitation, 42 CFR § 422.516. County also agrees to furnish medical records that may be required to obtain any additional information or corroborate the encounter data.

6. Submission and Prompt Payment of Claims. County agrees to submit claims to CalOptima in such format as CalOptima may require (but at minimum the CMS forms 1500, UB 04 or other form as appropriate) within ninety (90) days after the services are rendered. CalOptima reserves the right to deny claims that are not submitted within ninety (90) days of the date of service, except where County bills a third party payor as primary. County agrees to refrain from duplicate billing any claims submitted to CalOptima, unless expressly approved by CalOptima in order to process coordination of benefit claims. CalOptima shall provide payment to County within forty-five (45) business days of CalOptima's receipt of a clean and uncontested claim from County, or, CalOptima will contest or deny County's claim within forty-five (45) business days following CalOptima's receipt thereof.

**ADDENDUM 2 – AMENDMENT IV
ONECARE CONNECT
(CAL MEDICONNECT PROGRAM)**

The following additional terms and conditions apply to items and services furnished to Members under the CalOptima Cal MediConnect Program. These terms and conditions are additive to those contained in the main Contract. In the event that these terms and conditions conflict with those in the main Contract, these terms and conditions shall prevail.

1. County shall provide services or perform other activity pursuant to this Contract in accordance with (i) applicable DHCS and CMS laws, regulations, instructions, including, but not limited to 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414, (ii) contractual obligations with CalOptima, and (iii) CalOptima's contractual obligations to CMS and DHCS.
2. County shall (i) safeguard Member privacy and confidentiality of Member health records (ii) comply with all Federal and State laws and regulations regarding confidentiality and disclosure of medical records, or other health and enrollment information, (iii) ensure that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (iv) maintain the records and information in an accurate and timely manner, (v) ensure timely access by Members to the records and information that pertain to them, and (vi) comply with all DHCS and CMS confidentiality requirements.
3. The performance of the County and its Downstream Entities is monitored by CalOptima on an ongoing basis and CalOptima may impose corrective action as necessary. County shall comply with all CalOptima and DHCS monitoring of performance and any monitoring requests by CalOptima and DHCS.
4. County shall allow CalOptima to use performance data for CalOptima's quality improvement program activities.
5. County shall submit timely and accurate encounter data and other data and reports required by CalOptima and CalOptima's Regulators as provided in this Contract and in CalOptima's Policies.
6. County shall comply with CalOptima Policies including, without limitation, the requirements set forth herein related to linguistic and cultural sensitivity. County shall address the special health needs of Members who are members of specific ethnic and cultural populations, such as, but not limited to, Vietnamese and Hispanic persons. County shall, in its policies, administration, and services, practice the values of (i) honoring the Members' beliefs, traditions and customs; (ii) recognizing individual differences within a culture; (iii) creating an open, supportive and responsive organization in which differences are valued, respected and managed; and (iv) through cultural diversity training, fostering in staff and Subcontractors attitudes and interpersonal communication styles that respect Members' cultural backgrounds. County shall provide translation of written materials in the Threshold Languages and Concentration Languages identified by CalOptima at no higher than the sixth (6th) grade reading level.

7. County shall not close or limit their practice or acceptance of CalOptima Members as patients unless the same limitations apply to all commercially insured Members as well.
8. County shall not be prohibited from communicating or advocating on behalf of a Member who is a prospective, current, or former patient of County. County may freely communicate the provisions, terms or requirements of CalOptima's health benefit plans as they relate to the needs of such Member; or communicate with respect to the method by which such County is compensated by the Contractor for services provided to the Member. CalOptima will not refuse to contract or pay County for the provision of covered services under the CalOptima Cal MediConnect Program solely because County has in good faith communicated or advocated on behalf of a Member as set forth above.
9. CMS Participation Requirements. County represents and warrants that: (i) neither County nor any of its employees or agents furnishing services under this Contract are excluded from participating in any federal or state healthcare program as defined in 42 U.S.C. Section 1320a-7b(f) ("Federal Health Care Program(s)"); (ii) County has not arranged or contracted with (by employment or otherwise) any employee, contractor or agent that County knows or should know are excluded from participation in Federal Health Care Programs; (iii) no action is pending against County or any of its employees or agents performing services under this Contract to suspend or exclude such persons or entities from participation in any Federal Health Care Program; and (iv) County agrees to immediately notify CalOptima in the event that it learns that it is or has employed or contacted with a person or entity that is excluded from participation in any Federal Health Care Program. In the event County fails to comply with the above, CalOptima reserves the right to require County to pay immediately to CalOptima, the amount of any sanctions or other penalties that may be imposed on CalOptima by DHCS and/or CMS for violation of this prohibition, and County shall be responsible for any resulting overpayments.

10. Downstream Entity Contracts.

10.1 If any services under this Contract are to be provided by a Downstream Entity on behalf of County, County shall ensure that such subcontracts are in compliance with 42 CFR Sections 422.504, 423.505, 438.3(k), and 438.414. Such subcontracts shall include all language required by DHCS and CMS as provided in this Contract, including but not limited to, the following:

- 10.1.1 An agreement that any services or other activity performed under the subcontract shall comply with Section 1 of this Addendum 2 and Section 3.20 of the Contract.
- 10.1.2 An agreement to (i) Member financial protections in accordance with Section 5.6 of the Contract, including prohibiting Downstream Entities from holding a Member liable for payment of any fees that are the obligation of the County, and (ii) safeguard Member privacy and confidentiality of Member health records.

- 10.1.3 An agreement to comply with the inspection, evaluation, and/or auditing requirements of Section 11 of this Addendum 2 and the reporting requirements of Section 5 of this Addendum 2.
 - 10.1.4 An agreement to (i) the revocation of the delegation activities and related reporting requirements or other specified remedies in accordance with Section 12 of this Addendum 2 and 3.15 of the Contract, and (ii) monitoring and corrective action in accordance with Section 3 of this Addendum 2.
 - 10.1.5 If the subcontract is for credentialing of medical providers, an agreement to the requirements of Section 13 of this Addendum 2.
 - 10.1.6 An agreement to provide a written statement to provider of the reason(s) for termination for cause as set forth in Section 14 of this Addendum 2.
 - 10.1.7 Language that specifies the First Tier, Downstream and Related Entities must comply with the federal and state laws, regulations and CMS instructions.
 - 10.1.8 Notify DHCS in the event the agreement with the subcontract is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first-class registered mail, postage attached.
- 10.2 In addition to Section 10.1 of this Addendum 2, County shall further ensure any subcontracts with its Downstream Entities for medical providers include the following:
- 10.2.1 Term of the subcontract (beginning and ending dates), methods of extension, renegotiation, termination, and full disclosure of the method and amount of compensation or other consideration to be received from the County.
 - 10.2.2 An agreement that the contracted medical providers are paid under the terms of the Subcontract, including but not limited to, a mutually agreeable prompt payment provision.
 - 10.2.3 An agreement that services are provided in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, and diverse cultural and ethnic backgrounds, in accordance with Section 6 of this Addendum 2.
 - 10.2.4 An agreement to comply with (i) the confidentiality requirements of Member records and information in accordance with Section 2 of this Addendum 2.
 - 10.2.5 An agreement that (i) providers shall not close or otherwise limit their acceptance of Members as patients unless the same limitations apply to all commercially insured Members, and (ii) Members shall not be held liable for Medicare Part A and B cost sharing in accordance with Section 5.6 of the Contract and Section 19 of this Addendum 2.
 - 10.2.6 An agreement regarding (i) provider communication or advocacy on behalf of Members as set forth in Section 8 of this Addendum 2, and (ii) specified circumstances where indemnification is not required by provider as set forth in Section 16 of this Addendum 2.

- 10.2.7 An agreement that the medical provider assist the County and/or CalOptima in the transfer of care of a Member in accordance with Section 15 of this Addendum 2.
 - 10.2.8 An agreement (i) that the assignment or delegation of the subcontract will be void unless prior written approval is obtained pursuant to Section 17 of this Addendum 2, and (ii) to notify DHCS in the manner set forth in Section 8.10 of the Contract in the event the subcontract is amended or terminated.
 - 10.2.9 An agreement to (i) gather, preserve, and provide records as set forth in Section 18 of Addendum 2, and (ii) provider's right to submit a grievance in accordance with Section 9.1 of the Contract for issues arising under the subcontract related to the provision of services to CalOptima Members under the Cal MediConnect Program, as provided in CalOptima Policies relative to the Cal MediConnect Program, and excluding any contract disputes between County and medical provider, particularly regarding, but not limited to, payment for services under the subcontract.
 - 10.2.10 An agreement to (i) participate and cooperate in quality improvement system as set forth in Section 3.14 of the Contract, and (ii) the provision of interpreter services for Members at all provider sites in accordance with Section 3.17 of the Contract.
11. Right of Inspection, Evaluation, and Audit of Records. County and its Downstream Entities agree to maintain and make available contracts, books, documents, records, computer, other electronic systems, medical records, and any pertinent information related to the Contract to CalOptima, DMHC, HHS, the Comptroller General, the U.S. General Accounting Office ("GAO"), any Quality Improvement Organization ("QIO") or accrediting organizations, including NCQA, and other representatives of regulatory or accrediting organizations or their designees to inspect, evaluate, and audit for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later. For purposes of utilization management, quality improvement and other CalOptima administrative purposes, CalOptima and officials referred to above, shall have access to, and copies of, at reasonable time upon request, the medical records, books, charts, and papers relating to the County's provision of health care services to Members, the cost of such services, and payments received by County from Members (or from others on their behalf). Medical records shall be provided at no charge to Members or CalOptima.
12. County and its Downstream Entities agree to the revocation of the delegation of activities or obligations and related reporting requirements or other remedies set forth in Section 3.15 of the Contract in instances where CMS, DHCS, and/or CalOptima determines that the County and/or its Downstream Entities have not performed satisfactorily.
13. Review of Credentials. County shall ensure that the credentials of medical professionals affiliated with the County are reviewed by it. County agrees that CalOptima will review, approve, and audit County's credentialing process on ongoing basis.

14. Provider Terminations. In the event a provider is terminated for cause by County, County shall provide the provider with written notice of the reason or reasons for the action and as required by applicable Federal and State laws. In the event County terminates a provider for deficiencies in the quality of care provided, County shall give notice of the action to the appropriate licensing and disciplinary agencies.
15. In addition to Section 3.4 of the Contract, County agrees to assist CalOptima in the transfer of care of a Member. County shall further assist CalOptima in the transfer of care of a Member in the event of Subcontract termination for any reason.
16. County is not required to indemnify CalOptima for any expenses and liabilities, including, without limitation, judgments, settlements, attorneys' fees, court costs and any associated charges, incurred in connection with any claim or action brought against CalOptima based on CalOptima's management decisions, utilization review provisions, or other policies, guidelines, or actions relative to CalOptima Cal MediConnect Program.
17. Assignment or Delegation. County agrees that the assignment or delegation of this Contract or subcontract, either in whole or in part, will be void unless prior written approval is obtained from DHCS and CalOptima, as applicable, provided that approval may be withheld in their sole and absolute discretion. For purposes of this Section, and with respect to this Contract and any subcontracts, as applicable, an assignment constitutes any of the following: (i) the change of more than twenty-five percent (25%) of the ownership or equity interest in County or Downstream Entity (whether in a single transaction or in a series of transactions); (ii) the change of more than twenty-five percent (25%) of the directors of trustees of County or Downstream Entity; (iii) the merger, reorganization, or consolidation of County or Downstream Entity, with another entity with respect to which County or Downstream Entity is not the surviving entity; and/or (iv) a change in the management of County or Downstream Entity from management by persons appointed, elected or otherwise selected by the governing body of County or Downstream Entity (e.g., the Board of Directors) to a third-party management person, company, group, team or other entity.
18. County agrees to timely gather, preserve, and provide to DHCS or CalOptima, as applicable, any records in the County's or its Subcontractor's possession.
19. In addition to Section 5.6.1 of the Contract, County acknowledges and agrees that Medicare Parts A and B services shall be provided at zero-cost sharing to Members.