

AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND
<<PROVIDER LEGAL NAME>>

JULY 1, 2010 THROUGH JUNE 30, 2011

THIS AGREEMENT (Agreement) entered into this 25th day of May 2010, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and <<PROVIDER LEGAL NAME>> (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and
WHEREAS, COUNTY and the health care community have identified the expansion of health care services provided by community clinics, to individuals without health care coverage, as one appropriate use of a portion of these funds; and

WHEREAS, there exists an established network of community clinics in Orange County with the capability to deliver direct medical, dental, and mental health services using Tobacco Settlement Revenues; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of direct medical, dental, and mental health 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, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2010 through June 30, 2011

CONTRACTOR’S Term: _____ through _____

| | |
|--|-------------|
| Aggregate Community Clinic Services Maximum Obligation: | \$4,891,378 |
| Aggregate Tobacco Cessation Services Maximum Obligation: | \$ 191,702 |
| Total Aggregate Maximum Obligation: | \$5,083,080 |

Basis for Reimbursement: Fee for Service

Payment Method: Fee for Service

Notices to COUNTY, COUNTY and SUBCONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Manager, Medical and Institutional Health Services Operations
405 West Fifth Street, Room 718
Santa Ana, CA 92701

CONTRACTOR: <<PROVIDER LEGAL NAME>>
ATTN:
ADDRESS
CITY, STATE ZIP

SUBCONTRACTOR’S Insurance Coverage:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|--|
| Workers' Compensation | Statutory |
| Employer's Liability Insurance | \$1,000,000 per occurrence |
| Comprehensive General Liability Insurance | \$1,000,000 combined single limit per occurrence \$2,000,000 aggregate |
| Automobile Liability, including coverage For owned, non-owned and hired vehicles | \$1,000,000 combined single limit per occurrence |
| Professional Liability | \$1,000,000 per occurrence |
| Sexual Misconduct | \$1,000,000 per occurrence |

1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibits A and B, attached hereto and incorporated herein by
3 reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the
4 subject matter of this Agreement, and shall constitute the total Agreement between the parties for these
5 purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall
6 be valid unless made in writing and formally approved and executed by both parties.

7
8 **II. COMPLIANCE**

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

12 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant
13 policies and procedures relating to ADMINISTRATOR's Compliance Program.

14 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
15 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
16 relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related
17 policies and procedures.

18 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or
19 establish its own.

20 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy
21 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty
22 (30) calendar days of award of this Agreement.

23 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's
24 Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or
25 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

26 6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's
27 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,
28 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered
29 Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and
30 related policies and procedures.

31 7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and
32 procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty
33 (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of
34 this Agreement as to the non-complying party.

35 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence
36 by ADMINISTRATOR's employees and contract providers.

37 //

1 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of
2 ADMINISTRATOR's Code of Conduct.

3 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
4 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
5 relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

6 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or
7 establish its own.

8 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of
9 its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

10 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of
11 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be
12 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

13 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,
14 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of
15 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this
16 Agreement are made aware of CONTRACTOR's Code of Conduct.

17 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then
18 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that
19 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

20 8. Failure of CONTRACTOR to timely submit the acknowledgement of
21 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure
22 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
23 constitute grounds for termination of this Agreement as to the non-complying party.

24 C. COVERED INDIVIDUALS - CONTRACTOR shall screen all Covered Individuals employed
25 or retained to provide services related to this Agreement to ensure that they are not designated as
26 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services
27 Administration's List of Parties Excluded from Federal Programs and the Health and Human
28 Services/Office of Inspector General List of Excluded Individuals/Entities.

29 1. Ineligible Person shall be any individual or entity who:

30 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
31 federal health care programs; or

32 b. has been convicted of a criminal offense related to the provision of health care items or
33 services and has not been reinstated in the federal health care programs after a period of exclusion,
34 suspension, debarment, or ineligibility.

35 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
36 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
37 Agreement.

1 3. CONTRACTOR shall screen all current Covered Individuals and subcontractors annually,
2 unless otherwise requested in writing and approved by ADMINISTRATOR, to ensure that they have not
3 become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best
4 efforts to verify that they are eligible to participate in all federal and State of California health programs
5 and have not been excluded or debarred from participation in any federal or state health care programs,
6 and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ
7 or under contract.

8 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
9 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
10 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

11 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
12 federal and state funded health care services by contract with COUNTY in the event that they are
13 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
14 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
15 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
16 business operations related to this Agreement.

17 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
18 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
19 screened. Such individual or entity shall be immediately removed from participating in any activity
20 associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary
21 from CONTRACTOR for services provided by ineligible person or individual.

22 D. REIMBURSEMENT STANDARDS

23 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
24 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
25 and are consistent with federal, state and county laws and regulations.

26 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
27 payment or reimbursement of any kind.

28 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
29 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to
30 accurately describe the services provided and to ensure compliance with all billing and documentation
31 requirements.

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

34 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
35 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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1 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
2 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
3 representative to complete all Compliance Trainings when offered.

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

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

7 4. Each Covered Individual attending training shall certify, in writing, attendance at
8 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
9 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

10 **III. CONFIDENTIALITY**

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

14 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
15 Directors or its designee or authorized agent, employees, subcontractors, and volunteer staff or interns
16 of CONTRACTOR shall agree, in writing with CONTRACTOR, to maintain the confidentiality of any
17 and all information and records which may be obtained in the course of providing such services. The
18 agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
19 CONTRACTOR'S Board members or its designee employees, subcontractors, and volunteers or interns.

20 C. If CONTRACTOR is a public institution, COUNTY understands and agrees that
21 CONTRACTOR is subject to the provisions of the California Public Records Act. In the event
22 CONTRACTOR receives a request to produce any records related to this Agreement or the services
23 hereunder, CONTRACTOR shall contact COUNTY, within forty-eight (48) hours to advise COUNTY
24 of such a request to release this information.
25

26 **IV. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

27 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
28 prior written consent of COUNTY; provided, however, obligations undertaken by SUBCONTRACTOR
29 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
30 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as
31 they relate to the service under subcontract, and include any provisions that ADMINISTRATOR may
32 require. This provision shall not be applicable to service agreements usually and customarily entered
33 into by CONTRACTOR to obtain or arrange for supplies, technical support, or professional services.
34 No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to
35 this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
36 the prior written consent of COUNTY.
37

1 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
2 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
3 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
4 be deemed an assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a
5 community clinic/health center to a Federally Qualified Health Clinic and has been so designated by the
6 Federal Government. Any attempted assignment or delegation in derogation of this paragraph shall be
7 void. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
8 claimed for subcontracts not approved in accordance with this paragraph.

9 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
12 change in fifty percent (50%) or more of CONTRACTOR'S directors at one time shall be deemed an
13 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
14 paragraph shall be void.

15
16 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

17 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
18 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors
19 and consultants performing work under this Agreement meet the citizenship or alien status requirement
20 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
21 subcontractors and consultants performing work hereunder, all verification and other documentation of
22 employment eligibility status required by federal or state statutes and regulations including, but not
23 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
24 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
25 covered employees, subcontractors and consultants for the period prescribed by the law.

26
27 **VI. FACILITIES, PAYMENTS AND SERVICES**

28 CONTRACTOR agrees to provide the services, staffing, facilities, any equipment and supplies, and
29 reports in accordance with Exhibit A to this Agreement. COUNTY shall compensate, and authorize,
30 where applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
31 Agreement with at least the minimum number and type of staff which meet applicable federal and state
32 requirements, and which are necessary for the provision of the services hereunder.

33
34 **VII. INDEMNIFICATION AND INSURANCE**

35 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
36 officials, officers, employees, agents and those special districts and agencies for which COUNTY'S
37 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any

1 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to
2 personal injury or property damage, arising from or related to the services, products or other
3 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
4 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
5 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
6 liability will be apportioned as determined by the court. Neither party shall request a jury
7 apportionment.

8 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
9 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
10 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
11 damage, arising from or related to the services, products or other performance provided by COUNTY
12 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court
13 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY
14 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party
15 shall request a jury apportionment.

16 C. Each party agrees to provide the indemnifying party with written notification of any claim
17 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
18 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
19 each party shall cooperate with the indemnifying party in its defense.

20 D. Without limiting CONTRACTOR's indemnification, CONTRACTOR warrants that it is self-
21 insured or shall maintain in force at all times during the term of this Agreement, the policy or policies of
22 insurance covering its operations placed with reputable insurance companies in amounts as specified on
23 Page 3 of this Agreement. Upon request by ADMINISTRATOR, CONTRACTOR shall provide
24 evidence of such insurance.

25 E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain
26 the following clauses:

27 1. "The County of Orange is included as an additional insured with respect to the operations
28 of the named insured performed under contract with the County of Orange."

29 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
30 of, and not contribute with, insurance provided by this policy."

31 3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)
32 calendar days written notice has been given to Orange County HCA/MIHS Operations, 405 West 5th
33 Street, Bldg 38-X, Santa Ana, CA 92701-4637."

34 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
35 mailed to COUNTY as referenced on Page 3 of this Agreement.

36 G. COUNTY warrants that it is self-insured or maintains policies of insurance placed with
37 reputable insurance companies licensed to do business in the State of California which insures the perils

1 of bodily injury, medical, professional liability, and property damage. Upon request by
2 CONTRACTOR, COUNTY shall provide evidence of such insurance.

3
4 **VIII. INSPECTIONS AND AUDITS**

5 A. ADMINISTRATOR, any authorized representatives of COUNTY, any authorized
6 representative of the State of California, the Secretary of the United States Department of Health and
7 Human Services, the Comptroller General of the United States, or any other of their authorized
8 representatives, shall have access to any books, documents, and records, including but not limited to,
9 medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, for the
10 purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or
11 examination, or making transcripts during the periods of retention set forth in the Records and
12 Management and Maintenance paragraph of this Agreement. Such persons may, with prior written
13 notice, at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
14 Agreement, and the premises in which they are provided.

15 B. CONTRACTOR shall actively participate and cooperate with any person specified in
16 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
17 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
18 evaluation or monitoring.

19 C. COUNTY may provide CONTRACTOR with at least seventy-two (72) hours notice of such
20 inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be
21 made in those exceptional situations where arrangements of an appointment beforehand is clearly not
22 possible or clearly inappropriate due to the nature of the inspection or evaluation.

23 **D. AUDIT RESPONSE**

24 1. Following an audit report, in the event of non-compliance with applicable laws and
25 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
26 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement
27 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
28 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

29 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
30 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
31 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
32 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
33 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
34 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
35 reimbursement due COUNTY.

36 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
37 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,

1 financial, programmatic or any other type of audit of CONTRACTOR'S operations, whether or not the
2 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

3
4 **IX. LICENSES AND LAW**

5 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term
6 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
7 exemptions necessary for the provision of the services hereunder and required by the laws and
8 regulations of the United States, State of California, COUNTY and any other applicable governmental
9 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability
10 to obtain or maintain, irrespective of the pendency of any appeal, permits, licenses, approvals,
11 certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

12 B. CONTRACTOR shall comply with all applicable governmental laws, regulations and
13 requirements as they exist now or may be hereafter amended or changed.

14 C. CONTRACTOR attests that all CONTRACTOR physicians providing services under this
15 Agreement are and will continue to be as long as this Agreement remains in effect, the holders of
16 currently valid licenses to practice medicine in the State of California and are members in "good
17 standing" of the medical staff of CONTRACTOR's facility.

18 **D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

19 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
20 of the award of this Agreement:

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

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

26 c. A certification that CONTRACTOR has fully complied with all applicable federal and
27 state reporting requirements regarding its employees;

28 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
29 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

30 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
31 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
32 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
33 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
34 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
35 grounds for termination of this Agreement.

36 //
37 //

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

4
5 **X. LITERATURE**

6 A. Any literature, including educational and promotional materials, distributed by CONTRACTOR
7 for purposes directly related to this Agreement shall indicate that CONTRACTOR's services are
8 supported by federal, state and county funds, as appropriate. For the purposes of this Agreement,
9 distribution of such literature shall include written materials as well as electronic media such as the
10 Internet.

11 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
12 presently existing or later established, of the other party nor its employees in any advertisement, press
13 release or publicity with reference to this Agreement without the prior written approval of the other
14 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
15 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
16 provider of services for the residents of Orange County as provided in subparagraph A above.
17 ADMINISTRATOR may include reference to community clinic services provided by CONTRACTOR
18 in informational materials relating to the continuum of care provided using federal, state and county
19 funds.

20
21 **XI. MAXIMUM OBLIGATION**

22 The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
23 agreements for Community Clinic Services is as specified on Page 3 of this Agreement. This specific
24 Agreement with CONTRACTOR is only one of several Agreements to which this Aggregate Maximum
25 Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR
26 shall only be a fraction of this Aggregate Maximum Obligation.

27
28 **XII. NONDISCRIMINATION**

29 **A. EMPLOYMENT**

30 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully
31 discriminate against any employee or applicant for employment because of his/her ethnic group
32 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
33 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall
34 warrant that the evaluation and treatment of employees and applicants for employment are free from
35 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment
36 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,
37 including apprenticeship. There shall be posted in conspicuous places, available to employees and

1 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal
2 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

3 2. All solicitations or advertisements for employees placed by or on behalf of
4 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
5 without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital
6 status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental
7 disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity
8 employer."

9 3. Each labor union or representative of workers with which CONTRACTOR has a collective
10 bargaining agreement or other contract or understanding must post a notice advising the labor union or
11 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
12 copies of the notice in conspicuous places available to employees and applicants for employment.

13 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the
14 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of
15 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age
16 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with
17 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A.
18 §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9, Division 4, Chapter 6
19 Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and
20 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
21 may now exist or be hereafter amended or changed.

22 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
23 following based on one or more of the factors identified above:

- 24 a. Denying a client or potential client any service, benefit, or accommodation.
- 25 b. Providing any service or benefit to a client which is different or is provided in a
26 different manner or at a different time from that provided to other clients.
- 27 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
28 by others receiving any service or benefit.
- 29 d. Treating a client differently from others in satisfying any admission requirement or
30 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
31 any service or benefit.
- 32 e. Assignment of times or places for the provision of services.

33 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients
34 through a written statement that CONTRACTOR'S clients may file all complaints alleging
35 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S.
36 Department of Health and Human Services' Office for Civil Rights. CONTRACTOR'S statement shall
37 advise clients of the following:

1 a. In those cases where the client's complaint is filed initially with the Office for Civil
2 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
3 COUNTY to conduct the investigation.

4 b. Within the time limits procedurally imposed, the complainant shall be notified in
5 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
6 an appeal with the Office for Civil Rights.

7 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
8 §Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR
9 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining
10 to the prohibition of discrimination against qualified persons with disabilities in all programs or
11 activities, as they exist now or may be hereafter amended together with succeeding legislation.

12 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents, shall intimidate,
13 coerce, or take adverse action against any person for the purpose of interfering with rights secured by
14 federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise
15 participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights
16 secured by federal or state law.

17 E. In the event of noncompliance with this paragraph or as otherwise provided by federal and state
18 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
19 may be declared ineligible for further contracts federal, state, or COUNTY funds.

20 **XIII. NOTICES**

21
22 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
23 authorized or required by this Agreement shall be effective:

- 24 1. When written and deposited in the United States mail, first class postage prepaid and
25 addressed as specified on Page 3 of this Agreement, or as otherwise directed by ADMINISTRATOR; or
26 2. When faxed, transmission confirmed; or
27 3. When sent by electronic mail; or
28 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
29 Service, or other expedited delivery service.

30 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement, or as
31 otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed,
32 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
33 expedited delivery service.

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

1 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
2 ADMINISTRATOR.

3
4 **XIV. RECORDS MANAGEMENT AND MAINTENANCE**

5 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
6 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
7 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

8 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),
9 75055(a), 75343(a), and 77143(a).

10 2. State of California, Health and Safety Code §123145.

11 3. 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).

12 B. CONTRACTOR shall implement and maintain administrative, technical and physical
13 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or
14 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and
15 Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies
16 (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known
17 harmful effect of any use or disclosure of protected health information made in violation of federal or
18 state regulations and/or COUNTY policies.

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

21 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
22 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

23 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
24 preparation, and confidentiality of records related to participant, client and/or patient records are met at
25 all times.

26 F. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
27 commencement of the contract, unless a longer period is required due to legal proceedings such as
28 litigations and/or settlement of claims.

29 G. CONTRACTOR shall retain all participant, client and/or patient medical records for seven (7)
30 years following discharge of the participant, client and/or patient, with the exception of non-
31 emancipated minors for whom records must be kept for at least one (1) year after such minors have
32 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
33 longer.

34 H. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
35 billings, and revenues available at one (1) location within the limits of the County of Orange.

36 //

37 //

1 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
2 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
3 CONTRACTOR.

4 J. CONTRACTOR may be required to retain all records involving litigation proceedings and
5 settlement of claims for a longer term which shall be directed by the ADMINISTRATOR.

6
7 **XV. SEVERABILITY**

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

13
14 **XVI. STATUS OF CONTRACTOR**

15 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
16 wholly responsible for the manner in which it performs the services required of it by the terms of this
17 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
18 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
19 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
20 or any of CONTRACTOR'S employees, agents, consultants, or subcontractors. CONTRACTOR
21 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
22 subcontractors as they relate to the services to be provided during the course and scope of their
23 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
24 entitled to any rights or privileges of COUNTY'S employees and shall not be considered in any manner
25 to be COUNTY employees.

26
27 **XVII. TERM**

28 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
29 term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1,
30 2010 and terminate on June 30, 2011; provided, however, that the specific term for CONTRACTOR
31 shall be as specified on Page 3 of this Agreement; and provided further that the parties shall continue to
32 be obligated to comply with the requirements and perform the duties specified in this Agreement. Such
33 duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits,
34 reporting, and accounting.

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

37 //

XVIII. TERMINATION

1
2 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
3 written notice given the other party.

4 B. ADMINISTRATOR, at its sole discretion, may terminate any program or specific service
5 funded through this Agreement without cause upon (30) calendar days written notice.

6 C. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
7 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
8 Agreement. At ADMINISTRATOR’S sole discretion, CONTRACTOR may be allowed up to thirty
9 (30) calendar days for corrective action.

10 D. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
11 of any of the following events:

12 1. The loss by CONTRACTOR of legal capacity.
13 2. Cessation of services.
14 3. The delegation or assignment of CONTRACTOR'S services, operation or administration to
15 another entity without the prior written consent of COUNTY.

16 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
17 required pursuant to this Agreement.

18 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
19 Agreement.

20 6. The continued incapacity of any physician or licensed person to perform duties required
21 pursuant to this Agreement.

22 7. Unethical conduct or malpractice by any physician or licensed person providing services
23 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
24 removes such physician or licensed person from serving persons treated or assisted pursuant to this
25 Agreement.

26 E. CONTINGENT FUNDING

27 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

28 a. The continued availability of federal, state, and COUNTY funds for reimbursement of
29 COUNTY’S expenditures, and

30 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
31 approved by COUNTY’S Board of Supervisors.

32 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
33 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

34 F. In the event this Agreement is terminated prior to the completion of the term as specified on
35 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum
36 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

37 //

1 G. In the event this Agreement is terminated by either party, after receiving a Notice of
2 Termination CONTRACTOR shall do the following:

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

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

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

9 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
10 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
11 orderly transfer.

12 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
13 their best interests.

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

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

18 H. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
19 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

20
21 **XIX. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
23 including, but not limited to, any subcontractors or any clients provided services hereunder.

24
25 **XX. WAIVER OF DEFAULT OR BREACH**

26 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
27 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
28 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
29 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
30 Agreement.

31 //

32 //

33 //

34 //

35 //

36 //

37 //

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

3
4
5 COUNTY OF ORANGE

6
7 BY: _____

8
9 HEALTH CARE AGENCY

10
11 DATE: _____

12
13
14 <<PROVIDER LEGAL NAME>>

15
16
17 BY: _____ BY: _____

18
19 PRINTED NAME: _____ PRINTED NAME: _____

20
21 TITLE: _____ TITLE: _____

22
23 DATED: _____ DATED: _____

24
25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: _____
32 DEPUTY

33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
35 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If
36 the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has
37 empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA

1 EXHIBIT A
2 TO AGREEMENT WITH
3 COUNTY OF ORANGE
4 AND
5 <<PROVIDER LEGAL NAME>>
6 FOR
7 COMMUNITY CLINIC SERVICES
8 JULY 1, 2010 THROUGH JUNE 30, 2011
9

10 **I. DEFINITIONS**

11 The parties agree to the following terms and definitions, and to those terms and definitions, which
12 for convenience are set forth elsewhere in this Agreement:

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

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

16 C. “Case Management Services” means a collaborative process that facilitates the achievement of
17 patient wellness and through advocacy, assessment, planning, communication, education, resources
18 management, and service facilitation. Based on the needs and the values of the patient, and in
19 collaboration with all direct service providers, the case manger links patient with appropriate providers
20 and resources throughout the continuum of health and human services and care settings. Case
21 Management Services shall not be considered direct services.

22 D. “Community Clinic” means any State of California licensed for profit or non-profit community
23 clinics, mobile health clinics, as well as university and hospital-affiliated clinics where children and
24 families receive immunizations, primary, specialty, dental health care services, and mental health care
25 services.

26 E. “Contracting Clinic” means a Community Clinic that has executed an Agreement for the
27 Provision of Community Clinic Services with COUNTY that is the same as this Agreement.

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

35 G. “Direct Medical Services” means a face-to-face contact between a patient and licensed clinical
36 health provider, who exercises independent judgment in the provision of preventative, diagnostic and
37 treatment services as well as therapeutic measures. A visit can include medically indicated pharmacy,

1 radiology, and laboratory services. For a Direct Medical Service to be defined as a visit, the contact and
2 provision of Direct Medical Services must be recorded in the patient’s record.

3 H. “Direct Mental Health Services” means a face-to-face contact between a patient and licensed
4 clinical health provider or specialist who exercises independent judgment in the provision of
5 preventative, diagnostic, treatment services and therapeutic measures for mental health. A visit includes
6 medically indicated pharmacy, radiology, and laboratory services. Psychiatric visits shall be considered
7 as specialist visits. For a Direct Mental Health Service to be defined as a visit, the contact and provision
8 of Direct Mental Health Services must be recorded in the patient’s record.

9 I. “Expanded Access to Primary Care” or “EAPC” means funding allocated to Community Clinics
10 is to improve the quality and expand the access of outpatient health care for the medically indigent
11 persons residing in underserved areas of California. Community Clinics may claims EAPC funding for
12 health services provide to persons between 21 years and 65 years of age with incomes at or below 200
13 percent of the federally defined poverty level who do not have any third party health or dental coverage..
14 Services which are billed to EAPC shall not be considered reimbursable through this Agreement.

15 J. “Family Planning, Access, Care and Treatment (FPACT) Program” means a federal program
16 that provides reimbursement for reproductive health services for medically indigent females and males.
17 FPACT focuses outreach efforts at adults at or below 200 percent of the federal poverty level (FPL) who
18 are at risk of unintended pregnancy. The program provides pregnancy prevention services, including
19 contraceptives, and sexually transmitted disease preventive services and education. Services billable to
20 the FPACT Program shall not be considered reimbursable through this Agreement.

21 K. “Financial Separation” means, for any CONTRACTOR engaging in the provision of Abortion
22 Services and/or Abortion Related Services, a separate and distinct accounting of funds provided through
23 this Agreement from those supporting the Abortion Related Services. Funds received through this
24 Agreement shall not financially support, directly or indirectly, any CONTRACTOR’S staffing,
25 operations, or overhead if that subcontractor is providing Abortion Services or Abortion Related
26 Services.

27 L. “Federally Qualified Health Clinic” or “FQHC” means a fully licensed community clinic that
28 has been licensed by the State of California and designated by the Federal Government as a Federally
29 Qualified Health Center.

30 M. “Physical Separation” means, for any CONTRACTOR engaging in the provision of Abortion
31 Services, a separate and distinct location, including a separate entrance, clearly distinguishing the
32 services and operations funded through this Agreement from those where Abortion Services are
33 provided.

34 N. “TSR” means Tobacco Settlement Revenue

35 //

36 //

37 //

O. “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.

II. BUDGET AND PAYMENTS

A. BASIS FOR REIMBURSEMENT: COUNTY shall pay Contracting Clinics at the following rates per visit; provided, however, that the total of all payments to all Contracting Clinics does not exceed the Aggregate Maximum Obligation as specified on Page 3 of this Agreement.

1. \$70.00 per visit for Direct Dental Services
2. \$84.00 per visit for Direct Medical Services
3. \$51.00 per visit for Direct Mental Health Services

B. The individual Maximum Obligations and the targeted number of Unfunded Patient visits for each Contracting Clinic are as follows:

| | <u>Contracting Clinic</u> | Maximum Obligation | Dental Services | Medical Services | Mental Health Services |
|-----|--------------------------------------|--------------------|-----------------|------------------|------------------------|
| 1. | AltaMed | \$ 269,311 | | 3,207 | |
| 2. | Birth Choice | \$ 162,926 | | 1,940 | |
| 3. | Camino Health Center | \$ 258,006 | | 3,072 | |
| 4. | Central City | \$ 210,440 | | 2,005 | 825 |
| 5. | Children’s Hospital of Orange County | \$ 265,966 | | 3,167 | |
| 6. | Friends of Children | \$ 224,803 | 641 | 2,143 | |
| 7. | Gary Center | \$ 395,492 | 2,008 | | 5,000 |
| 8. | Healthy Smiles for Kids | \$ 206,766 | 2,954 | | |
| 9. | Hurtt Family Health Clinic (OCRM) | \$ 248,461 | 670 | 2,400 | |
| 10. | Laguna Beach Community Clinic | \$ 229,709 | | 2,735 | |
| 11. | Lestonnac Free Clinic | \$ 288,007 | | 3,429 | |
| 12. | Nhan Hoa Comprehensive Health Clinic | \$ 284,874 | 744 | 2,772 | |
| 13. | North OC Regional Health Foundation | \$ 75,000 | | 893 | |
| 14. | Share Our Selves Free Medical Clinic | \$ 393,988 | 2,252 | 2,815 | |
| 15. | Sierra Health Center | \$ 191,187 | | 2,277 | |
| 16. | St. Joseph – La Amistad | \$ 109,000 | 1,558 | | |
| 17. | St. Joseph – Puente a la Salud | \$ 200,721 | | 2,390 | |
| 18. | St. Jude Community Clinic | \$ 253,261 | 1,200 | 2,016 | |
| 19. | UCI Family Health Clinics | \$ 426,624 | 500 | 4,663 | |

| | | | | | |
|-----|----------------------------|--------------------|---------------|---------------|--------------|
| 20. | VNCOOC Asian Health Center | \$ 196,836 | 2,040 | 644 | |
| | TOTAL | \$4,891,378 | 14,567 | 43,069 | 5,825 |

C. The number and type of services specified above, and the corresponding Maximum Obligations, may be adjusted by mutual written agreement of ADMINISTRATOR and CONTRACTOR during the term of this Agreement; provided, however that the total of any such adjustments shall not cause the total budget to exceed the Aggregate Maximum Obligation as set forth on Page 3 of this Agreement.

D. CONTRACTOR'S Cost Report, as required in accordance with Paragraph III of this Exhibit A to the Agreement, shall be deemed to be a final request by CONTRACTOR to adjust the number and types of services specified above, and the corresponding Maximum Obligation.

E. The Maximum Obligations of the Contracting Clinics may be revised in accordance with Paragraph III of this Exhibit A to the Agreement the Final Cost Report and Settlement; provided, however the total of all revisions to not exceed COUNTY'S Aggregate Maximum Obligation as specified on Page 3 of this Agreement.

F. PAYMENT METHOD: COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Paragraph A, less applicable revenues; provided, however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR'S Maximum Obligation as specified in Paragraph II.B above, and provided further that the total of all payments to all Contracting Clinics does not exceed COUNTY'S Aggregate Maximum Obligation as specified on Page 3 of this Agreement.

1. All payments are interim payments only, and subject to Final Cost Report and Settlement in accordance with Paragraph III of this Exhibit A to the Agreement.

2. At ADMINISTRATOR'S sole discretion, payment for services provided in June shall be withheld pending receipt and review of CONTRACTOR'S Cost Report.

3. If CONTRACTOR participates in the State of California Expanded Access to Primary Care (EAPC) program, CONTRACTOR shall first bill all Unfunded Patient visits, to the extent funding is available, to the EAPC program and thereafter shall claim such services against this Agreement. Alternatively, CONTRACTOR, at its discretion, may establish an additional payor source in its practice management system to identify Unfunded Patients claimed against this Agreement.

G. 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.

H. No single monthly payment to CONTRACTOR shall exceed one-twelfth (1/12th) of CONTRACTOR'S Maximum Obligation, unless authorized by ADMINISTRATOR. If CONTRACTOR billed less than one-twelfth (1/12) of its Maximum Obligation in any month and has a month for which CONTRACTOR has provided more than one-twelfth (1/12) of its Maximum Obligation, CONTRACTOR may bill for the additional units of services which would cause

1 CONTRACTOR exceed one-twelfth (1/12) of its Maximum Obligation; provided, however, that the
2 total paid to CONTRACTOR does not exceed its pro-rated Maximum Obligation for that same period of
3 time.

4 I. At ADMINISTRATOR'S sole discretion, COUNTY shall not be obligated to reimburse
5 CONTRACTOR for invoices submitted later than 90 (ninety) days following the end of a month.

6 J. All billings to COUNTY shall be supported, at CONTRACTOR'S facility, by source
7 documentation including, but not limited to, ledgers, books, and records of services provided.

8 K. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any
9 provision of this Agreement.

10 L. COUNTY shall not reimburse CONTRACTOR for direct services provided beyond the
11 expiration and/or termination of this Agreement, except as may otherwise be provided under this
12 Agreement, or specifically agreed upon in a subsequent Agreement.

13 M. CONTRACTOR shall ensure a Financial Separation and Physical Separation if engaging in the
14 provision of Abortion Services.

15
16 **III. FINAL COST REPORT AND SETTLEMENT**

17 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
18 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
19 with all applicable federal, state, and COUNTY requirements and generally accepted accounting
20 principles. For the purposes of determining CONTRACTOR'S actual cost per unit of service, for each
21 service type provided in accordance with this Agreement, CONTRACTOR shall allocate direct and
22 indirect costs to and between programs, cost centers, services, and funding sources in accordance with
23 such requirements and consistent with prudent business practice, which costs and allocations shall be
24 supported by source documentation maintained by CONTRACTOR, and available at any time to
25 ADMINISTRATOR upon reasonable notice.

26 B. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time period
27 specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

28 1. CONTRACTOR may be assessed a Late Penalty of one hundred dollars (\$100) for each
29 business day after the above specified due date that the accurate and complete Cost Report is not
30 submitted. Imposition of the Late Penalty shall be at the sole discretion of ADMINISTRATOR.

31 2. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
32 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
33 Report is delivered to ADMINISTRATOR.

34 3. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
35 Cost Report, setting forth good cause for justification of the request. Approval of such requests shall be
36 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

37 //

1 4. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
2 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
3 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
4 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
5 shall be immediately reimbursed to COUNTY.

6 C. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
7 to COUNTY, and shall serve as the basis for Final Settlement to CONTRACTOR and all other
8 Contracting Clinics. CONTRACTOR shall document that costs are reasonable and allowable and
9 directly or indirectly related to the services to be provided hereunder. The Cost Report shall be the final
10 financial record for subsequent audits, if any.

11 D. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable
12 pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment
13 made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
14 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within
15 thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount
16 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

17 E. The Cost Report shall contain the following attestation which may be typed directly on or
18 attached to the Cost Report:

19 "I HEREBY CERTIFY that I have reviewed, understand, and executed the
20 accompanying Cost Report and supporting documentation prepared by _____ for
21 the cost report period beginning _____ and ending _____ and that, to the best
22 of my knowledge and belief, costs reimbursed through this Agreement are reasonable
23 and allowable and directly or indirectly related to the services provided and that this Cost
24 Report is a true, correct, and complete statement from the books and records of (provider
name) in accordance with applicable instructions, except as noted

25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29 F. Final Settlement shall be based upon the actual and reimbursable costs per unit of service for
30 each service category provided as specified herein, less applicable revenues, as reported in the Cost
31 Report. ADMINISTRATOR shall review CONTRACTOR'S and each Contracting Clinic's Cost
32 Report for accuracy and shall make the following determinations and adjustments, as applicable:

33 1. Step 1: If CONTRACTOR has incurred a Late Penalty, CONTRACTOR'S Maximum
34 Obligation shall be adjusted by the amount of the Late Penalty and the amount of CONTRACTOR'S
35 Late Penalty shall then be available for redistribution to other Contracting Clinics in accordance with
36 Step 4.

37 //

1 2. Step 2: Comparison of each Contracting Clinics actual cost per unit of service to the
2 maximum rates per service specified in Paragraph II. of this Exhibit A to the Agreement.

3 a. For each service types, if CONTRACTOR'S actual cost per unit of service, less all
4 indirect/administrative costs and applicable revenues, is greater than the rate specified for each service
5 type in Paragraph II.A of this Exhibit A to the Agreement, ADMINISTRATOR shall proceed to Step 3.

6 b. For each service type, if CONTRACTOR'S actual cost per unit of service, less all
7 indirect/administrative costs and applicable revenues, is less than the rate specified for each service type
8 in Paragraph II.A of this Exhibit A to the Agreement, ADMINISTRATOR shall proceed to Step 3.

9 3. Step 3: Comparison of each Contracting Clinic's visits actual number of services provided
10 to Unfunded Patients to the targeted number of Unfunded Patient visits specified for each Contracting
11 Clinic in Paragraph II.B of this Exhibit A to the Agreement. If CONTRACTOR provides more than one
12 type of service, adjustments between CONTRACTOR'S services as deemed appropriate by
13 ADMINISTRATOR to allow CONTRACTOR to fully expend its Maximum Obligation.

14 a. For all service types, if CONTRACTOR'S actual units of service are equal to or exceed
15 the targeted number of Unfunded Patient visits specified for CONTRACTOR, one of the following shall
16 apply:

17 1) If CONTRACTOR was determined to meet the conditions of Step 2.a,
18 ADMINISTRATOR shall process CONTRACTOR'S invoice for services provided in June, and shall
19 advise CONTRACTOR of the ability to submit an invoice for any additional units of service which may
20 not have been claimed during the term of the Agreement, up to CONTRACTOR'S Maximum
21 Obligation.

22 2) If CONTRACTOR was determined to meet the conditions of Step 2.b, then
23 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by
24 CONTRACTOR'S actual cost per unit of service to determine the amount due CONTRACTOR.

25 a) If the amount due CONTRACTOR meets or exceeds CONTRACTOR'S
26 Maximum Obligation, ADMINISTRATOR shall process CONTRACTOR'S invoice for services
27 provided in June, and shall advise CONTRACTOR of the ability to submit an invoice for any additional
28 units of service which may not have been claimed during the term of the Agreement, up to the
29 CONTRACTOR'S Maximum Obligation.

30 b) If the amount due CONTRACTOR is less than CONTRACTOR'S Maximum
31 Obligation, and monies are owed CONTRACTOR, ADMINISTRATOR shall process
32 CONTRACTOR'S invoice for services provided in June up to the amount owed based on the
33 calculations in the Cost Report. CONTRACTOR'S Maximum Obligation shall be adjusted and the
34 difference between the amount paid CONTRACTOR and CONTRACTOR'S original Maximum
35 Obligation shall be available for redistribution to other Contracting Clinics in accordance with Step 4.

36 c) If the amount due CONTRACTOR is less than CONTRACTOR'S Maximum
37 Obligation, and monies are owed COUNTY, CONTRACTOR shall remit the difference to COUNTY.

1 Such reimbursement shall be made, in cash with the submission of the Cost Report. If such
2 reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the
3 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
4 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY. CONTRACTOR'S
5 Maximum Obligation shall be adjusted and the difference between the amount paid CONTRACTOR
6 and CONTRACTOR'S original Maximum Obligation shall be available for redistribution to other
7 Contracting Clinics in accordance with Step 4.

8 b. For each service type, if CONTRACTOR'S actual units of service are less than the
9 targeted number of Unfunded Patient visits specified for CONTRACTOR, one of the following shall
10 apply:

11 1) If CONTRACTOR was determined to meet the conditions of Step 2.a,
12 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by the rates
13 per service specified in Paragraph II.A of this Exhibit A to the Agreement to determine the amount due
14 CONTRACTOR. ADMINISTRATOR shall process CONTRACTOR'S payment for services provided
15 in June up to the amount owed based on the calculations in the Cost Report. CONTRACTOR'S
16 Maximum Obligation shall be adjusted accordingly and the difference between the amount paid
17 CONTRACTOR and CONTRACTOR'S original Maximum Obligation shall then be available for
18 redistribution to other Contracting Clinics in accordance with Step 4.

19 2) If CONTRACTOR was determined to meet the conditions of Step 2.b, then
20 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by
21 CONTRACTOR'S actual cost per unit of service to determine the amount due CONTRACTOR.

22 a) If the amount due CONTRACTOR meets or exceeds the amount
23 CONTRACTOR has been paid year-to-date, ADMINISTRATOR shall process CONTRACTOR'S
24 payment for services provided in June up to the amount owed based on the calculations in the Cost
25 Report. CONTRACTOR'S Maximum Obligation shall be adjusted accordingly and the difference
26 between the amount paid CONTRACTOR and CONTRACTOR'S original Maximum Obligation shall
27 then be available for redistribution to other Contracting Clinics in accordance with Step 4.

28 b) If the amount due CONTRACTOR is less than the amount CONTRACTOR
29 has been paid year-to-date, and monies are owed COUNTY, CONTRACTOR shall remit the difference
30 to COUNTY. Such reimbursement shall be made, in cash with the submission of the Cost Report. If
31 such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission
32 of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
33 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY. CONTRACTOR'S
34 Maximum Obligation shall be adjusted accordingly and the difference between the amount paid
35 CONTRACTOR and CONTRACTOR'S original Maximum Obligation shall then be available for
36 redistribution to other Contracting Clinics in accordance with Step 3.

37 //

- 1 4. Step 4: Redistribution of funding to eligible Contracting Clinics.
 2 a. A Contracting Clinic shall be eligible to receive funds identified for redistribution
 3 through Steps 1 through 3 if it meets the conditions of Steps 3.a.1) or 3.a.2)a).
 4 b. ADMINISTRATOR shall redistribute funds to each eligible Contracting Clinic a
 5 proportionate share of monies based on the formula below:

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7
8
9
10

| | | | | |
|-----------------------------------|---|---|---|------------------------------------|
| Eligible Contracting Clinic Share | = | Maximum Obligation of Eligible Contracting Clinic | X | Funds Available For Redistribution |
| | | Maximum Obligations of all Eligible Contracting Clinics | | |

- 11
12 c. If an eligible Contracting Clinic does not have sufficient units to fully expend the
 13 redistributed funds, ADMINISTRATOR shall continue to apply the formula in subparagraph 4.b above
 14 until the COUNTY'S Aggregate Maximum Obligation has been expended.
 15 d. If all redistributions of funding result in monies not expended, COUNTY shall retain
 16 the funds in its TSR Trust Fund for distribution to Contracting Clinics or to allocate to other projects
 17 benefiting Community Clinics in subsequent Agreements.

18
19 **IV. REPORTS**

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

24 B. CONTRACTOR shall collect and submit the following quality data to the Coalition of Orange
 25 County Community Clinic (Coalition) for use in its Access and Quality Program:

- 26 1. Comprehensive Diabetic Measures (18 – 75 years of age) - Bi-annual Reporting of HbA1c
 27 Controls in Diabetics, LDL Control in Patients with Diabetes, and Blood Pressure; and
 28 2. Retinopathy (Annual Exam); and
 29 3. Nephrology (Annual Micro Albumin Lab); and
 30 4. Immunizations up to age two
 31 a. 2009 Age 2 Baseline Data
 32 b. 2010 Age 2 Comparison Data; and
 33 5. Cervical Cancer Screenings (Annual Report 21 – 64 years of age); and
 34 6. Body Mass Index (BMI) (2-17 year olds) - Annual Report of counseling for nutrition and
 35 physical activity including discussed behaviors, a checklist of addressed issues, referrals for nutritional
 36 and physical activities, and anticipatory guidance for nutrition and activity.

37 //

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

3
4 **V. SERVICES**

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

6 1. CONTRACTOR shall provide Direct Dental Services, Direct Medical Services or Direct
7 Mental Health Services to Unfunded Patients as specified in Paragraph II. of this Exhibit A to the
8 Agreement.

9 2. CONTRACTOR understands and agrees that funds provided through this Agreement shall
10 not be used for health education activities except those educational activities being provided in relation
11 to Direct Medical, Dental or Mental Health Services.

12 3. Tobacco Cessation and Prevention Activities – CONTRACTOR and COUNTY understand
13 that Tobacco Settlement Revenues support the direct services funded through this Agreement and, as a
14 result, CONTRACTOR shall use its best efforts to make the following services available, understanding
15 that these services are not reimbursable through this Agreement.

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

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

18 c. Cooperate with COUNTY to track tobacco-related activities and enhance existing
19 tobacco services.

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

22 **B. STAFFING**

23 1. CONTRACTOR shall provide the administrative and clinical staffing necessary to provide the
24 services specified herein.

25 2. CONTRACTOR shall provide services pursuant to this Agreement in a culturally
26 competent manner by recruiting, hiring and maintaining staff that can provide direct services to the
27 diverse population served under this Agreement. CONTRACTOR shall provide direct services in a
28 language appropriate and culturally sensitive manner, in a setting accessible to diverse communities.

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

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

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

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

36 //

37 //

1 EXHIBIT B
2 TO AGREEMENT WITH
3 COUNTY OF ORANGE
4 AND
5 <<PROVIDER LEGAL NAME>>
6 FOR
7 COMMUNITY CLINIC SERVICES
8 FOR TOBACCO CESSATION SERVICES
9 FEBRUARY 1, 2010 THROUGH JUNE 30, 2011

10
11 **I. DEFINITIONS**

12 The parties agree to the following terms and definitions, and to those terms and definitions, which
13 for convenience are set forth elsewhere in this Agreement:

14 A. “Tobacco Cessation Clinic” means a Community Clinic that has executed a First Amendment
15 to Agreement for the Provision of Community Clinic Services with COUNTY, amended to include the
16 provision of Tobacco Cessation Services, that is the same as this Agreement.

17 1. As of the execution of the First Amendment to this Agreement by COUNTY’S Board of
18 Supervisors, the following Contracting Clinics have also agreed to be Tobacco Cessation Clinics:

- 19 a. Birth Choice Health Clinics
- 20 b. Central City Community Health Clinic
- 21 c. Lestonnac Free Clinic
- 22 d. Nhan Hoa Comprehensive Health Care Clinic
- 23 e. Share Our Selves Free Clinic
- 24 f. UC Irvine Family Health Centers – Anaheim and Santa Ana

25 2. The Tobacco Cessation Clinics specified above may be expanded to include additional
26 Contracting Clinics upon their execution of the First Amendment to this Agreement.

27 B. “Tobacco Cessation Patient” means an Unfunded Patient or a person who qualifies for any
28 government or privately funded health insurance plan, however, the government or privately funded
29 health insurance plan does not cover the Tobacco Cessation Services provided through this Agreement.
30 Tobacco Cessation Patients may include those who have met or exceeded their maximum benefit limits.

31
32 **II. BUDGET AND PAYMENTS**

33 A. BASIS FOR REIMBURSEMENT: COUNTY shall pay CLINIC at the following rates for
34 tobacco cessation services and medications provided to Tobacco Cessation Patients; provided, however,
35 that the total of all payments to all Tobacco Cessation Clinics does not exceed the Aggregate Tobacco
36 Cessation Services Maximum Obligation as specified on Page 3 of this Agreement.

37 //

1 1. \$84.00 for initial tobacco cessation evaluation occurring during a Direct Medical Visit.
2 If the Tobacco Cessation Patient is also an Unfunded Patient, this amount may be claimed against the
3 Aggregate Community Clinic Services Maximum Obligation.

4 2. \$84.00 for follow-up evaluation at the end of the course of cessation medications. If the
5 Tobacco Cessation Patient is also an Unfunded Patient, this amount may be claimed against the
6 Aggregate Community Clinic Services Maximum Obligation.

7 3. The following medications, at the following maximum rates, may be prescribed to aid in the
8 tobacco cessation process. If CLINIC'S actual cost for the medication is greater than the maximum rate
9 listed, CLINIC shall be reimbursed up to the maximum rate only. If CLINIC'S actual cost for the
10 medication is less than the maximum rate listed, CLINIC shall be reimbursed CLINIC'S actual cost.

11 a. Bupropion - \$354.00 for a 28-day prescription.

12 b. Generic Bupropion - \$203.00 for a 28-day prescription.

13 c. Varenicline (Chantrix) - \$158.99 for the initial 28-day prescription and \$166.49 for
14 each renewed 28-day prescription.

15 B. CLINIC'S Cost Report, as required in accordance with Paragraph III of Exhibit A to the
16 Agreement, shall be deemed to be a final request by CLINIC to adjust the number and types of services
17 specified above, and the corresponding Maximum Obligation.

18 C. PAYMENT METHOD: COUNTY shall pay CLINIC monthly, in arrears for tobacco cessation
19 services medications provided in accordance with this Agreement at the rates specified in Paragraph A
20 above. Said payments are interim payment only, and subject to Final Cost Report in accordance with
21 Paragraph III of Exhibit A to the Agreement; provided, however, that the total of all payments to all
22 Tobacco Cessation Clinics shall not exceed COUNTY'S Aggregate Tobacco Cessation Services
23 Maximum Obligation as specified on Page 3 of Agreement.

24 D. CLINIC'S invoice shall be on a form approved or supplied by COUNTY and provide such
25 information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each
26 month, and payments to CLINIC should be released by COUNTY no later than twenty-one (21) days
27 after receipt of the correctly completed invoice form.

28 E. At ADMINISTRATOR'S sole discretion, COUNTY shall not be obligated to reimburse
29 CLINIC for invoices submitted later than 90 (ninety) days following the end of a month.

30 F. All billings to COUNTY shall be supported, at CLINIC'S facility, by source documentation
31 including, but not limited to, ledgers, books, and records of services provided.

32 G. COUNTY may withhold or delay any payment if CLINIC fails to comply with any provision of
33 this Amendment.

34 H. COUNTY shall not reimburse CLINIC for tobacco cessation services or medications provided
35 beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under
36 this Agreement, or specifically agreed upon in a subsequent Agreement.

37 //

1 **II. REPORTS**

2 CLINIC shall submit, on forms provided or approved by ADMINISTRATOR, monthly fiscal and/or
3 programmatic reports as requested by ADMINISTRATOR concerning CLINIC'S activities as they
4 relate to the Tobacco Cessation Services. ADMINISTRATOR shall be specific as to the nature of the
5 information requested and allow thirty (30) days for CLINIC to respond.

6
7 **III. SERVICES**

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

9 1. CLINIC shall screen all patients for tobacco use and exposure to environmental tobacco
10 smoke.

11 2. CLINIC shall accept patient referrals for tobacco cessation services from COUNTY and/or
12 identify patients through CLINIC'S screening efforts.

13 3. CLINIC shall provide an initial medical visit to assess the patient's need and willingness to
14 participate in the Tobacco Cessation Program.

15 4. All patients identified for tobacco cessation services through CLINIC'S in-house screening
16 efforts shall be referred to COUNTY'S 1-866-NEW-LUNG counseling service line to establish a course
17 of five (5) counseling sessions required by the Tobacco Cessation Program. Patients must agree to
18 participate in the counseling sessions to be considered Tobacco Cessation Patients and eligible to
19 receive tobacco cessation medications if appropriate.

20 5. As appropriate, based on the results of the patient's assessment, CLINIC may prescribe
21 Bupropion, or Generic Bupropion, or Varenicline (Chantix) to be used as tobacco cessation
22 medications to Tobacco Cessation Patients.

23 a. Medications prescribed for tobacco cessation shall be managed through a voucher
24 system to be coordinated through Lestonnac Free Clinic.

25 1) CLINIC shall be provided with an initial supply of vouchers from Lestonnac Free
26 Clinic. Additional Vouchers may also be requested at any time from Lestonnac Free Clinic.

27 2) The vouchers are redeemable by Tobacco Cessation Patients at any Target Store.

28 3) Lestonnac Free Clinic shall be responsible for all payments to Target Stores for all
29 vouchers redeemed.

30 b. Without prior ADMINISTRATOR approval, CLINIC may initially prescribe a
31 maximum 28-day supply of any tobacco cessation medication.

32 c. Without prior ADMINISTRATOR approval, CLINIC may prescribe two (2)
33 succeeding 28-day supplies of the tobacco cessation medication.

34 d. CLINIC shall seek prior approval from ADMINISTRATOR to continue any
35 medication beyond twelve (12) weeks for any Tobacco Cessation Patient.

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37 //

1 1) CLINIC shall provide medical information for each Tobacco Cessation Patient that
2 is deemed necessary by ADMINISTRATOR to evaluate and authorized prescription medications for the
3 Tobacco Cessation Patient beyond the twelve (12) week period.

4 2) At ADMINISTRATOR'S sole discretion, ADMINISTRATOR may authorize
5 CLINIC to prescribe up to an additional three (3) 28-day prescriptions.

6 6. CLINIC shall provide a follow-up medical visit and assessment at the end of the course of
7 tobacco cessation medications.

8 7. CLINIC shall provide tobacco use, cessation, and prevention education as appropriate.

9 8. CLINIC shall work collaboratively with ADMINISTRATOR to track tobacco related
10 activities and gather quality indicators and measureable outcomes to monitor the success and impact of
11 the Tobacco Cessation Program.

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