

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

JULY 1, 2010 THROUGH JUNE 30, 2011

THIS FIRST AMENDMENT TO AGREEMENT is entered into this 1st day of February, 2011 by
and between the County of Orange (COUNTY) and -----
(CLINIC), and,

WHEREAS, COUNTY desires to add Tobacco Cessation Services as CLINIC provided services;
and

WHEREAS, CLINIC is agreeable to these changes; and

WHEREAS, the parties agree to amend that certain Agreement for the provision of Community
Clinic Services dated May 25, 2010 (Agreement);

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Line 6 of page 4 of the Agreement is amended to read as follows:

“Aggregate Maximum Obligation:

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

2. Paragraph I. of the Agreement is amended to read as follows:

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

**3. Exhibit B, attached hereto and incorporated herein by reference, is hereby added to the
Agreement.**

In all other respects, the terms and conditions of the Agreement not specifically changed by this First
Amendment shall remain in full force and effect.

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

3
4 COUNTY OF ORANGE

5
6 BY: _____
7 DIRECTOR HEALTH CARE AGENCY

8
9 DATED: _____

10
11
12 CLINIC

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14 DATE: _____

DATE: _____

15
16 PRINTED NAME: _____

PRINTED NAME: _____

17
18 BY: _____

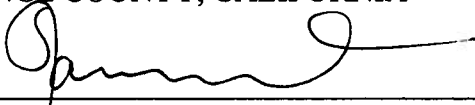
BY: _____

19
20 TITLE: _____

TITLE: _____

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23 If Contractor is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President
24 or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any
25 Assistant Treasurer. If the Agreement is signed by one (1) authorized individual only, a copy of the corporate resolution or
26 by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature
27 alone is required.

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32 APPROVED AS TO FORM
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY:  _____
37 DEPUTY

DATED: 1/3/11

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.

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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.

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1 1. \$84.00 for initial tobacco cessation evaluation occurring during a Direct Medical Visit. If
2 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 (Chantix) - \$158.99 for the initial 28-day prescription and \$166.49 for each
14 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.

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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.
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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 medications
22 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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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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