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REFERENCED CONTRACT PROVISIONS

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Master Agreement Term: Clinic Services:

“Period One” means the period January 1, 2014 through June 30, 2014

“Period Two” means the period July 1, 2014 through June 30, 2015

Administrative/Claiming Responsibilities:

“Period One” means the period January 1, 2014 through December 31, 2014

“Period Two” means the period July 1, 2014 through December 31, 2015

CONTRACTOR’s Term:

Clinic Services: January 1, 2014 through June 30, 2015

Administration/Claiming: January 1, 2014 through December 31, 2015

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange Health Care Agency
Contracts Development and Management
405 W. 5th Street, Suite 600
Santa Ana, CA 92701

CLINIC: St. Jude Neighborhood Health Centers
Mr. Barry Ross
731 S. Highland Ave.
Fullerton, CA 92832-2753

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I. ACRONYMS

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

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

1	AH. OPM	Federal Office of Personnel Management
2	AI.PA DSS	Payment Application Data Security Standard
3	AJ. PC	State of California Penal Code
4	AK. PCI DSS	Payment Card Industry Data Security Standard
5	AL. PHI	Protected Health Information
6	AM. PII	Personally Identifiable Information
7	AN. PRA	Public Record Act
8	AO. PTRC	Paramedic Trauma Receiving Center
9	AP. SIR	Self-Insured Retention
10	AQ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	AR. USC	United States Code
13	AS. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

16 A. This Agreement, together with Exhibits A and B, attached hereto and incorporated herein, fully
 17 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
 18 matter of this Agreement.

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

III. COMPLIANCE

25 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring
 26 adherence to all rules and regulations related to federal and state health care programs.

27 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
 28 policies and procedures relating to ADMINISTRATOR's Compliance Program, HCA's Code of
 29 Conduct and General Compliance Trainings.

30 2. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program
 31 and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code
 32 of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance
 33 Officer as described in subparagraphs below.

34 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
 35 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
 36 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
 37 Compliance Program and Code of Conduct.

1 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
2 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
3 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
4 Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct
5 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
6 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program and Code of
7 Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
8 required elements.

9 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
10 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
11 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
12 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

13 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
14 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
15 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
16 grounds for termination of this Agreement as to the non-complying party.

17 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
18 procedures and screen all Covered Individuals employed or retained to provide services related to this
19 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
20 Screening shall be conducted against the General Services Administration's Excluded Parties List
21 System or System for Award Management, the Health and Human Services/Office of Inspector General
22 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
23 List and/or any other as identified by the ADMINISTRATOR.

24 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
25 provide health care items or services or who perform billing or coding functions on behalf of
26 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
27 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
28 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
29 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
30 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
31 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
32 procedures.

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

34 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
35 federal and state health care programs; or

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

4 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
5 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
6 Agreement.

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

13 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
14 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
15 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
16 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
17 Ineligible Person.

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

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

31 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
32 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

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

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

MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

IV. CONFIDENTIALITY

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

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

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

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V. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

C. CONTRACTOR’s obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.

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1 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 2 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
 3 subsequently fails to meet the requirements of this Agreement or any provisions that
 4 ADMINISTRATOR has required.

5 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
 6 pursuant to this Agreement.

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

9 4. This provision shall not be applicable to service agreements usually and customarily entered
 10 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
 11 provided by consultants.

12 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

23 **VII. FACILITIES, PAYMENTS AND SERVICES**

24 CONTRACTOR agrees to provide the services in accordance with Exhibit A to this Agreement.
 25 COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall
 26 operate continuously throughout the term of this Agreement with at least the minimum number and type
 27 of staff which meet applicable federal and state requirements, and which are necessary for the provision
 28 of the services hereunder.
 29

30 **VIII. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with Counsel approved in writing by COUNTY,
 32 which approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed
 33 officials, officers, employees, agents and those special districts and agencies for which COUNTY's
 34 Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any
 35 claims, demands or liability of any kind or nature, including but not limited to personal injury or
 36 property damage, arising from or related to the services, products or other performance provided by
 37

1 CONTRACTOR pursuant to this Agreement but only in proportion to and to the extent such claims,
2 demands, including defense costs, or liability are caused by or result from the negligent or intentional
3 acts or omissions of CONTRACTOR, its officers, employees, or agents. 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. Each party agrees to provide the indemnifying party with written notification of any claim
9 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
10 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
11 each party shall cooperate with the indemnifying party in its defense.

12 C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
13 required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to submit
14 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that
15 the insurance provisions of this Agreement have been complied with and to maintain such insurance
16 coverage or maintain equivalent self-insurance during the entire term of this Agreement. In addition, all
17 subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain
18 insurance or equivalent self-insurance subject to the same terms and conditions as set forth herein for
19 CONTRACTOR.

20 D. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the COI. If no SIRs
21 or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any self-
22 insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile
23 liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk
24 Management.

25 E. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
26 Agreement, COUNTY may terminate this Agreement.

27 F. QUALIFIED INSURER

28 1. The policy or policies of insurance, if not self-insured, must be issued by an insurer licensed
29 to do business in the state of California (California Admitted Carrier) or have a minimum rating of A-
30 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
31 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

32 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
33 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
34 reject a carrier after a review of the company's performance and financial ratings.

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1 G. The policy or policies of insurance, or equivalent self-insurance, maintained by
 2 CONTRACTOR shall provide the minimum limits and coverage as set forth below:

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

18
 19 H. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

22 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
 23 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

24 I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
 25 following endorsements, but limited to the indemnity obligations contained in Subparagraph VIII.A.
 26 above, which shall accompany the COI:

27 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
 28 as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as
 29 Additional Insureds.

30 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
 31 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
 32 non-contributing.

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

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1 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
2 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
3 elected and appointed officials, officers, agents and employees.

4 L. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
5 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
6 shall be evidenced by policy provisions or an endorsement separate from the COI.

7 M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
8 shall agree to maintain professional liability coverage for two years following completion of Agreement.

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

11 O. Throughout the term of this AGREEMENT and upon written mutual agreement between
12 COUNTY and CONTRACTOR, the insurance minimum limits and coverage as set forth in
13 Subparagraph VIII.H. above may be increased or decreased. Any increase or decrease in insurance will
14 be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

15 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
16 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
17 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
18 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
19 remedies.

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

23 R. SUBMISSION OF INSURANCE DOCUMENTS

24 1. The COI and endorsements shall be provided to COUNTY as follows:
25 a. Prior to, or at the time of, execution of this Agreement.
26 b. No later than the expiration date for each policy.
27 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
28 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

29 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
30 in the Referenced Contract Provisions of this Agreement.

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

34 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
35 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
36 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
37 submitted to ADMINISTRATOR.

1 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
 2 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
 3 reimbursement due COUNTY.

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

8 E. COUNTY shall provide CONTRACTOR with at least seventy-two (72) hours' notice of such
 9 inspections or evaluations. Unannounced inspections, evaluations, or requests for information may be
 10 made in those situations where arrangement of an appointment beforehand is not possible or is
 11 inappropriate due to the nature of the inspection or evaluation.

12 **X. LICENSES AND LAWS**

13
 14 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 15 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 16 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 17 required by the laws, regulations and requirements of the United States, the State of California,
 18 COUNTY, and all other applicable governmental agencies.

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

21 C. The parties acknowledge that each is a Covered Entity, as defined by the Health Insurance
 22 Portability and Accountability Act (HIPAA) and is responsible for complying with said regulations for
 23 purposes of safeguarding any Protected Health Information (PHI) generated by each party for its own
 24 purposes. Except as otherwise limited by said regulations or law, CONTRACTOR shall provide to
 25 COUNTY, and COUNTY may use or disclose PHI to perform functions, activities, or services for, or on
 26 behalf of, CONTRACTOR as specified in this Agreement, provided that such use or disclosure would
 27 not violate the Privacy Rule if done by CONTRACTOR or the Minimum Necessary policies and
 28 procedures of CONTRACTOR as required and/or defined by HIPAA.

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

33 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

17 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

24 B. Both parties agree that they will not use the name(s), symbols, trademarks or service marks,
25 presently existing or later established, of the other party nor its employees in any advertisement, press
26 release or publicity with reference to this Agreement without the prior written approval of the other
27 party's authorized official. Requests for approval shall be made to ADMINISTRATOR or to
28 CONTRACTOR's signatory of this Agreement. CONTRACTOR may represent itself as a contracted
29 provider of Clinic Services for the residents of Orange County as provided in Subparagraph A above.
30 ADMINISTRATOR may include reference to Clinic Services provided by CONTRACTOR in
31 informational materials relating to the continuum of care provided using federal, state and county funds.
32 Any advertisement through radio, television broadcast, or the Internet, for educational or promotional
33 purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be
34 approved in advance at least thirty (30) calendar days and in writing by ADMINISTRATOR.

35 C. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
36 COUNTY, unless ADMINISTRATOR consents thereto in writing.
37

XII. NONDISCRIMINATION**A. EMPLOYMENT**

1
2
3 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
4 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
5 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
6 over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the
7 term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts
8 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
9 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
10 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

11 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
12 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
13 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
14 for training, including apprenticeship.

15 3. CONTRACTOR shall not discriminate between employees with spouses and employees
16 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
17 the provision of benefits.

18 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
19 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
20 Commission setting forth the provisions of the Equal Opportunity clause.

21 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
22 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
23 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
24 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
25 Such requirements shall be deemed fulfilled by use of the term EOE.

26 6. Each labor union or representative of workers with which CONTRACTOR and/or
27 subcontractor has a collective bargaining agreement or other contract or understanding must post a
28 notice advising the labor union or workers' representative of the commitments under this
29 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
30 employees and applicants for employment.

31 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
32 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
33 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
34 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
35 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
36 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
37 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of

1 Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
 2 and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 3 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 4 limited to the following based on one or more of the factors identified above:

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

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

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

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

24 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 25 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 26 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
 27 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with
 28 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
 29 seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

35 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
 36 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 37 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XIII. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

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

7 2. When faxed, transmission confirmed;

8 3. When sent by Email; or

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

11 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
12 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
13 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
14 Parcel Service, or other expedited delivery service.

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

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

XIV. RECORDS MANAGEMENT AND MAINTENANCE

21
22
23 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
24 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
25 accordance with this Agreement and all applicable requirements.

26 B. CONTRACTOR shall implement and maintain administrative, technical and physical
27 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
28 PHI in violation of the HIPAA, federal and state regulations and/or CHPP.

29 C. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or
30 disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

31 D. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
32 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
33 and implement written record management procedures.

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

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

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

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

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

9 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
10 site visit.

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

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

15 G. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
16 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
17 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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

25 J. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
26 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

29 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
30 commencement of the contract, unless a longer period is required due to legal proceedings such as
31 litigations and/or settlement of claims.

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

34 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
35 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
36 CONTRACTOR.

37 //

1 N. CONTRACTOR may be required to retain all records involving litigation proceedings and
2 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

3 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
4 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
5 all information that is requested by the PRA request.

6
7 **XV. RESEARCH AND PUBLICATION**

8 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
9 result of this Agreement for the purpose of personal publication.

10
11 **XVI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

12 A. In accordance with the United States Immigration Reform and Control Act of 1986,
13 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
14 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
15 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
16 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
17 identity of their employees and their eligibility for employment in the United States.

18 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
19 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
20 federal or California Minimum Wage to all its employees that directly or indirectly provide services
21 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all
22 its contractors or other persons providing services pursuant to this Agreement on behalf of
23 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
24 Wage.

25 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
26 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
27 pursuant to providing services pursuant to this Agreement.

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

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XVII. SEVERABILITY

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

XVIII. STATUS OF CONTRACTOR

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff, subcontractors, and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. Each party, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of the other party's employees and shall not be considered in any manner to be employees of the other party.

XIX. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. The term of this Agreement shall commence and terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

XX. TERMINATION

A. Either party may terminate this Agreement, without cause, upon forty-five (45) calendar days written notice given the other party.

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

//

1 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
2 of any of the following events:

- 3 1. The loss by CONTRACTOR of legal capacity.
- 4 2. Cessation of services.
- 5 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
6 another entity without the prior written consent of COUNTY.
- 7 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
8 required pursuant to this Agreement.
- 9 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
10 Agreement.
- 11 6. The continued incapacity of any physician or licensed person to perform duties required
12 pursuant to this Agreement.
- 13 7. Unethical conduct or malpractice by any physician or licensed person providing services
14 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
15 removes such physician or licensed person from serving persons treated or assisted pursuant to this
16 Agreement.

17 D. CONTINGENT FUNDING

- 18 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 19 a. The continued availability of federal, state and county funds for reimbursement of
20 COUNTY's expenditures, and
 - 21 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
22 approved by the Board of Supervisors.
- 23 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
24 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
25 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
26 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

27 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
28 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
29 discretion, reduce the funding level in an amount consistent with the reduced term of the Agreement.

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

37 //

1 G. AMENDMENT

2 1. In the event of a formal amendment to this Agreement (Amendment), which requires
3 execution by both COUNTY and CONTRACTOR, CONTRACTOR shall return a fully executed
4 Amendment to ADMINISTRATOR within thirty (30) calendar days of ADMINISTRATOR's delivery
5 to CONTRACTOR of said Amendment.

6 2. If CONTRACTOR does not return a fully executed Amendment by the date specified,
7 ADMINISTRATOR may terminate this Agreement; provided, however, ADMINISTRATOR shall first
8 notify CONTRACTOR and then give forty-five (45) calendar days prior written notice to
9 CONTRACTOR, which notice shall be given no later than fifteen (15) calendar days after the fully
10 executed Amendment was due to ADMINISTRATOR. At ADMINISTRATOR's discretion, a cure
11 period may be provided to CONTRACTOR.

12 H. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C., D.,
13 E., F., or G. above, CONTRACTOR shall do the following:

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

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

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

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

23 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
24 client's best interests.

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

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

29 8. To the extent services are terminated, cancel outstanding commitments covering the
30 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
31 commitments which relate to personal services. With respect to these canceled commitments,
32 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
33 arising out of such cancellation of commitment which shall be subject to written approval of
34 ADMINISTRATOR.

35 I. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
36 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

37 //

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

3
4 ST. JUDE NEIGHBORHOOD HEALTH CENTERS

5
6
7
8 BY: _____ DATED: _____

9
10 TITLE: _____

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 CLINIC SERVICES
 4 FOR THE
 5 MEDICAL SAFETY NET PROGRAM
 6 WITH
 7 ST. JUDE NEIGHBORHOOD HEALTH CENTERS
 8 JANUARY 1, 2014 THROUGH DECEMBER 31, 2015
 9

10 **I. PREAMBLE**

11 The Medical Safety Net (MSN) Program provides services that are medically necessary to protect
 12 life, prevent significant disability, or prevent serious deterioration of health. With respect to medical
 13 criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical
 14 condition that if left untreated would result in serious deterioration of health with an initial intake
 15 through a Hospital's emergency department.
 16

17 **II. DEFINITIONS**

18 The parties agree to the following terms and definitions, and to those terms and definitions that, for
 19 convenience, are set forth, elsewhere in the Agreement.

20 A. "All Providers" or "Providers" means Contracting Clinics and Other Providers of Medical
 21 Services for the MSN Program.

22 B. "Allowable Charges" means:

23 1. For Period One, "Allowable Charges" means an amount not to exceed 100% of CalOptima
 24 fee-for-service reimbursement rates, less required co-payments.

25 2. For Period Two, "Allowable Charges" means

26 a. For Follow-Up Care services an amount not to exceed 100% of the Orange County's
 27 CalOptima's fee-for-service reimbursement rates, less required co-payments.

28 b. For Specialty Care services, a proportional share of monies calculated by
 29 ADMINISTRATOR, such that the total when added to the amounts paid for dental services and Follow-
 30 Up Care Services, shall not exceed the Measure H Obligation, less required co-payments unless
 31 indicated by the Preliminary Final Settlement. If the Measure H Obligation is not in effect for Period 2,
 32 then Allowable Charges for Specialty Care Services shall be the same as Allowable Charges for Follow-
 33 Up Care, less required co-payments.

34 C. "CalOptima" means is the local agency created by COUNTY to contract with the Medi-Cal
 35 program.

36 D. "Care Coordination Unit" or "CCU" means appropriately licensed COUNTY staff and/or
 37 COUNTY contracted staff responsible for the coordination of services as well as the concurrent and

1 retrospective utilization review of the medical appropriateness, level of care, and utilization of all
2 services provided to MSN Patients by All Providers.

3 E. "Clinic," for purposes of the Agreement, means any health care facility designated and licensed
4 by the State of California as a community clinic, mobile health clinic, university clinic, hospital-
5 affiliated clinic, or free clinic that is located within the geographic boundary of Orange County,
6 California.

7 F. "Clinic Claim" means a claim submitted by a Contracting Clinic to Intermediary for
8 reimbursement of Clinic Services.

9 G. "Clinic Services" means any medical service provided by a Contracting Clinic as set forth in
10 Paragraph IV of this Exhibit A to the Agreement. Clinic Services may also include emergent or urgent
11 dental services if provided by CONTRACTOR.

12 H. "Coalition" means the Orange County Coalition of Community Health Centers authorized by
13 CONTRACTOR, in accordance with the Agreement to act as a representative of all Clinics for the
14 purpose of distributing and/or coordinating any notices, agreements, and/or amendments which may be
15 provided by ADMINISTRATOR. Delivery of executed agreements and/or amendments to Coalition
16 shall be deemed as being delivered to ADMINISTRATOR.

17 I. "Contracting Clinic" means a clinic that has executed an Agreement for Clinic Services for the
18 MSN Program with COUNTY that is the same as the Agreement.

19 J. "Covered California" means the California Health Benefit Exchange, an independent public
20 entity within the California State government, responsible for providing financial assistance and
21 organizing a marketplace for low-income and other California residents to compare and choose
22 affordable health insurance coverage.

23 K. "Final Settlement" means the final reimbursement to Contracting Clinics and Other Providers,
24 as specified in Paragraph VIII. of Exhibit B to the Agreement.

25 L. "Follow-Up Care and Specialty Services" means those specific medical services that are
26 reimbursable to Contracting Clinics only as set forth in Paragraph IV of this Exhibit A to the Agreement
27 and further defined as follows:

28 1. "Follow-Up Care" means a Contracting Clinic that coordinates a cooperative team of
29 healthcare professionals, takes collective responsibility for the care provided to the MSN Patient, and
30 arranges for appropriate care with other qualified providers as needed to ameliorate a condition that
31 could result in significant disability or serious deterioration of health if left untreated. Physicians may
32 also be used for Follow-Up Care at the sole discretion of ADMINISTRATOR.

33 2. "Specialty Services" means the focus of medical care on one aspect of the MSN Patient's
34 care such as one organ system or one problem area.

35 //

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37 //

1 M. "Funds" means any payments, transfers, or deposits made by COUNTY, and any refunds,
 2 repayments, adjustments, earned interest or other payments made by, or recovered from, Contracting
 3 Clinics, Other Providers, patient, third-party, or other entity as the result of any duty arising from this
 4 Exhibit A and Exhibit B to the Agreement.

5 N. "Measure H Obligation" means the minimum amount of COUNTY Funds that must be
 6 expended for Clinic Services in order to meet an auditing requirement established by Measure H in
 7 2000 regarding the use of Tobacco Settlement Revenue, codified as Orange County Ordinance Title 1,
 8 Division 4, Article 14, which as of the execution of the Agreement, is \$850,000. ADMINISTRATOR
 9 reserves the right to re-evaluate the Measure H Obligation and make changes as appropriate.

10 O. "Interim Payment" means the interim reimbursement rates to Contracting Clinics as established
 11 in Paragraph VI of Exhibit B to the Agreement for services provided in accordance with the Agreement.

12 P. "Intermediary" means the organization, under a separate agreement dated January 1, 2014, and
 13 any amendments thereto, with COUNTY, contracted to act as a fiscal intermediary for the purpose of
 14 reimbursing All Providers in accordance with the Agreement and other specified Agreements for the
 15 MSN Program.

16 Q. "Medi-Cal" means a government program financed by federal and state funds that provides
 17 health care insurance to persons meeting eligibility criteria as provided for in Title 22 of the California
 18 Code of Regulations.

19 R. "Medical Service(s)" means a medical service necessary to protect life, prevent significant
 20 disability, or prevent serious deterioration of health. Guidelines for Reimbursable Medical Services are
 21 set forth in Paragraph IV of this Exhibit A to the Agreement and in the MSN Provider Manual.

22 S. "MSN" means the Medical Safety Net Program which is the County's Program responsible for
 23 its California Welfare & Institutions Code (W&I) 17000 obligation.

24 T. "MSN Funding" means the amount of funds identified by COUNTY for reimbursement of all
 25 MSN Program Services, including those specified in this Exhibit A to the Agreement.

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

28 V. "MSN Patient" means a person who is either MSN Enrollee or MSN Pending.

29 W. "MSN Pending" means a person believed to meet the eligibility requirements for enrollment
 30 into the MSN Program whose MSN Program application has been submitted and not yet approved.

31 X. "MSN Program Services" means

32 1. All medical and administrative services for which reimbursement is authorized by the
 33 Agreement and all other agreements for the MSN Program, and;

34 2. Administrative services provided directly by COUNTY for which costs are directly incurred
 35 by COUNTY.

36 Y. "Other Provider" means a hospital, physician, osteopath, podiatrist, dentist, nurse, ambulance
 37 operator, home health services provider, pharmacy or supplier of durable medical equipment.

1 Z. “Recovery Account” means a separate account for monies recovered by Intermediary from
 2 Contracting Clinic, Other Providers, or third-party payers.

4 **III. CLINIC OBLIGATIONS**

5 A. CONTRACTOR, billing for Clinic Services for which reimbursement is provided through the
 6 Agreement, shall provide Clinic Services to persons covered by the Agreement presenting for treatment.

7 1. By all appropriate means available, CONTRACTOR shall assure that it meets licensing
 8 requirements, including physician staffing, to provide Clinic Services to Enrollees under the Agreement.

9 2. For persons presenting at CONTRACTOR, MSN Eligibility shall be verified electronically.

10 a. CONTRACTOR shall designate staff members to serve as Certified MSN Application
 11 Technicians (CMAT) to screen its patients for current Medi-Cal, Covered California or MSN eligibility.

12 b. If a patient is not enrolled in Medi-Cal, MSN, or Covered California; is a citizen or
 13 legal resident; and lacks sufficient financial resources to pay for services, CONTRACTOR’s CMAT
 14 shall:

15 1) Refer patients who appear to be Medi-Cal eligible to COUNTY’s Social Services
 16 Agency (SSA).

17 2) Complete an MSN Program application for patients who appear to be MSN or
 18 Covered California eligible. SSA shall make the final determination as to which program patients shall
 19 be made eligible.

20 3) Submit MSN applications as specified by ADMINISTRATOR to the “Application
 21 Processor,” which, at execution of the Agreement, shall be NetChemistry, but may be changed upon
 22 thirty (30) calendar days written notice by ADMINISTRATOR.

23 c. If a patient is currently enrolled in MSN and is seeking to re-enroll, CONTRACTOR’s
 24 CMAT shall complete the steps identified in subparagraph A.2.b above. CONTRACTOR shall not
 25 refuse or discriminate in providing assistance with applications for MSN re-enrollment based on the
 26 MSN Patient’s current or previously assigned location for Follow-Up Care.

27 d. CONTRACTOR agrees that selection of a provider as a Follow-Up Care provider is the
 28 choice of the MSN Patient. CONTRACTOR shall not place any requirements or conditions upon
 29 providing assistance to any person in completing a new application or re-enrollment application,
 30 including but not limited to, the following:

31 1) Requiring the patient to select CONTRACTOR as their Follow-Up Care provider;

32 2) Charging any fee for the application; and

33 3) Making a medical appointment.

34 e. CONTRACTOR shall maintain sufficient staff to expeditiously obtain and screen
 35 information and complete MSN Program applications as required by this Exhibit A to the Agreement.

36 3. CONTRACTOR shall provide Clinic Services in the same manner to MSN Patients as it
 37 provides Clinic Services to all other patients with the same medical need or condition and shall not

1 discriminate against said MSN Patients in any manner, including but not limited to: admission
2 practices, place of residency within the County, and timely access to care and services considering the
3 urgency of the service needed.

4 a. ADMINISTRATOR shall notify CONTRACTOR and investigate allegations of
5 discrimination in the provision of services on the basis of the patient's status as an MSN Patient,
6 including but not limited to denial of care. ADMINISTRATOR may request that the Medical Policy
7 Committee (MPC) assist with the investigation of service denials for discrimination.

8 b. In the event that CONTRACTOR is determined by ADMINISTRATOR to have
9 discriminated in the provision of Clinic Services on the basis of the patient's status as an MSN Patient,
10 ADMINISTRATOR shall advise the Intermediary to levy appropriate financial penalties for each
11 occurrence against CONTRACTOR, which may include, but not be limited to, one or more the
12 following:

13 1) A reduction in payment related to the episode of care from any payment due
14 CONTRACTOR, including Final Settlement.

15 2) Withholding of any payment due CONTRACTOR pending satisfactory
16 compliance.

17 3) Termination of CONTRACTOR as a Contracting Clinic at the sole discretion of
18 ADMINISTRATOR.

19 6. Any administrative duty or obligation to be performed pursuant to the Agreement on a
20 weekend or holiday may be performed on the next regular business day.

21 B. As a condition of reimbursement for Clinic Services provided by CONTRACTOR to MSN
22 Enrollees, CONTRACTOR shall

23 1. Comply with all requirements set forth herein, including, but not limited to, Exhibit A and
24 Exhibit B of the Agreement.

25 2. Comply with all provisions of the MSN Provider Manual as it exists now or may hereafter
26 be amended which is available at <http://ohealthinfo.com/about/medical/providers/news>.

27 3. Register with Intermediary for the MSN Program and provide all requested information by
28 logging on to <https://ochca.amm.cc/register.aspx>. CONTRACTOR shall ensure that it includes in the
29 registration process all employees, agents, or contractors who provide services on behalf of
30 CONTRACTOR and for which services CONTRACTOR will submit a Claim to Intermediary. Claims
31 for such services shall be processed and reimbursed by Intermediary in accordance with Exhibit B to the
32 Agreement.

33 C. Reimbursement provided through the Agreement shall be payment of last resort.
34 CONTRACTOR shall bill and attempt collection of Medi-Cal, third-party settlement, or primary other
35 insurance covered claims to the full extent of such coverage and, upon submission of any Clinic Claim,
36 shall provide to Intermediary, proper documentation demonstrating compliance with this requirement.

37 //

1 1. Acceptance by CONTRACTOR of reimbursement made by Intermediary for services
2 provided in accordance with the Agreement shall be deemed satisfaction in full, with respect to the
3 services for which payment was made, except as follows:

4 a. Collection of co-payments established by the MSN Program for Clinic Services.
5 Nothing herein shall prevent CONTRACTOR from pursuing co-payment reimbursement from any MSN
6 Enrollee. Nothing in this paragraph shall prohibit CONTRACTOR from applying any uncollected
7 portion of an MSN Enrollee's co-payments amounts toward CONTRACTOR's charity care and bad debt
8 write-off policy.

9 1) If CONTRACTOR does not offer laboratory (including blood draw) and/or
10 radiology services and refers MSN Enrollees an off-site provider for these services, CONTRACTOR
11 shall advise the MSN Enrollee that these providers may request the co-payment, even if services are
12 provided on the same day as the Clinic Services.

13 2) If an MSN Patient is unable or unwilling to pay CONTRACTOR all or part of the
14 required co-payment, CONTRACTOR may, at its sole discretion, refuse to provide services to the MSN
15 Patient.

16 b. All required co-payments shall be deducted, by the Intermediary, from reimbursement
17 due CONTRACTOR; provided, however, if a co-payment is to be waived in accordance with the
18 Agreement, these amounts shall not be deducted by Intermediary from reimbursement due
19 CONTRACTOR.

20 c. Claims covered by Medi-Cal, any third-party settlement, primary, or other insurance,
21 including those received by or on behalf of an MSN Patient. CONTRACTOR shall attempt to bill and
22 collect to the full extent of coverage those claims covered by all known third-party, primary, or other
23 insurance or third-party payers.

24 d. If CONTRACTOR becomes aware of any third-party, primary, or other insurance or a
25 third-party settlement, including those received by or on behalf of an MSN Patient after reimbursement
26 is made by Intermediary, nothing herein shall prevent CONTRACTOR from pursuing reimbursement
27 from these sources; provided, however, that CONTRACTOR shall comply with Paragraph V.G. of
28 Exhibit B to the Agreement. Nothing in this paragraph shall prohibit CONTRACTOR from applying
29 any unreimbursed portion of CONTRACTOR's charges toward CONTRACTOR's charity care and bad
30 debt write-off policy.

31 2. ADMINISTRATOR may direct Intermediary to withhold or delay payment due any
32 CONTRACTOR for failure to comply with the terms of the Agreement.

33 D. CONTRACTOR shall have submitted this signed and executed Agreement to
34 ADMINISTRATOR or Coalition no later than forty-five (45) calendar days after ADMINISTRATOR's
35 delivery to CONTRACTOR of the Agreement for execution by CONTRACTOR.

36 E. CONTRACTOR shall assist in the appropriate redirection of persons requiring non-emergency
37 medical care from hospital emergency departments to Contracting Clinics.

1 1. CONTRACTOR shall cooperate with COUNTY’s Care Coordination Unit (CCU) to
2 develop and strengthen working and referral relationships with MSN Contracting Hospitals in order to
3 facilitate and expand appropriate redirection of such patients.

4 2. CONTRACTOR shall participate and cooperate with the MSN Program’s ClinicConnect
5 application provider and facilitate connection to the ClinicConnect application based on an
6 implementation schedule established by MSN.

7 a. CONTRACTOR shall accept referrals from emergency departments for MSN Patients
8 assigned to CONTRACTOR’s facility. CONTRACTOR shall provide the necessary diagnostic services,
9 and/or primary care follow-up resulting from the emergency service.

10 b. CONTRACTOR shall, for each emergency department referral, record the required
11 information into the ClinicConnect application to close out the referral and have it credited to
12 CONTRACTOR’s referral volume for reimbursement.

13 F. Follow-Up Care

14 1. CONTRACTOR shall provide Follow-Up Care for MSN Enrollees referred to
15 CONTRACTOR by the CCU.

16 2. CONTRACTOR shall inform ADMINISTRATOR, in writing, of its request to institute
17 limitations to accepting MSN Enrollees. This may include limiting the number of referred patients
18 CONTRACTOR is willing or capable of accepting.

19 3. CONTRACTOR shall facilitate referrals to specialists and coordinate forwarding of referral
20 information to the specialist for follow-up care through CCU.

21 G. CONTRACTOR shall assist COUNTY and the Intermediary in the conduct of any appeal
22 hearings conducted by COUNTY or the Intermediary for which CONTRACTOR receives
23 reimbursement for services provided to MSN Patients.

24 H. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a
25 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
26 shall maintain documentation of such efforts which may include, but not be limited to: records of
27 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
28 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
29 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

30 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
31 with respect to any person who has received services under the terms of the Agreement. Further,
32 CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or
33 indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

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IV. GUIDELINES FOR REIMBURSABLE MEDICAL SERVICES

A. Medical Services reimbursable through the MSN Program means those services that are medically necessary to protect life, prevent significant disability, or prevent serious deterioration of health. Reimbursable and non-reimbursable services include those covered in the MSN Provider Manual as approved by the Medical Policy Committee (MPC). The scope of Medical Services to be provided by CONTRACTOR may include, but are not limited to: diagnostic and therapeutic services and emergent or urgent dental services.

B. Follow-Up Care and Specialty Services

V. FUNDING AND PAYMENTS

A. MSN Funding

1. Throughout the term of the Agreement, the MSN Funding may be modified by COUNTY.

2. If a reduction in MSN Funding is anticipated to impact COUNTY’S obligations to make the Interim Payment to CONTRACTOR as specified in Paragraph VI.C of Exhibit B to the Agreement, COUNTY shall provide written notice to CONTRACTOR of said impact.

a. After receiving notice from COUNTY, CONTRACTOR may terminate the Agreement, at CONTRACTOR’s sole discretion, upon forty-five (45) calendar days written notice to ADMINISTRATOR in accordance with the Termination Paragraph of the Agreement. CONTRACTOR shall continue to provide services during the forty-five (45)-day notice period and shall cooperate with ADMINISTRATOR in the reassignment of MSN Patients to another Contracting Clinic or Follow-Up Care or Specialty Services provider as determined by ADMINISTRATOR with the CCU.

b. After termination of the Agreement, COUNTY shall not reimburse CONTRACTOR for any services provided by CONTRACTOR to an MSN Patient on or after the effective termination date.

B. MSN Program Disbursements to CONTRACTOR – COUNTY shall pay the Intermediary an amount sufficient to reimburse Clinic Claims in accordance with Exhibit B to the Agreement.

1. Payment by the Intermediary to CONTRACTOR for Clinic Services shall be contingent upon ADMINISTRATOR’s receipt or confirmation of receipt of a fully executed Agreement from CONTRACTOR.

2. Any Clinic that does not become a Contracting Clinic and elects to provide any Clinic Services to any MSN Patient shall not be eligible for reimbursement from COUNTY.

C. Final Settlement – COUNTY shall pay Intermediary additional Funds as may be available and necessary to make Final Settlement of Claims as provided in Exhibit B to the Agreement.

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VI. COUNTY OBLIGATIONS

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2 A. ADMINISTRATOR shall provide oversight of the MSN Program, including appropriate
3 program administration, coordination, planning, evaluation, financial and contract monitoring, public
4 information and referral, standards assurance, and review and analysis of data gathered and reported.
5 Any administrative duty or obligation to be performed pursuant to the Agreement on a weekend or
6 holiday may be performed on the next regular business day.

7 B. ADMINISTRATOR shall establish, either directly and/or through subcontract(s), a Care
8 Coordination Unit (CCU) which shall:

9 1. Coordinate and make arrangements for the medical needs and care of MSN Enrollees. The
10 CCU shall not be responsible for the coordination of the social services needs of such patients.

11 2. Perform concurrent and retrospective utilization review of the medical appropriateness,
12 level of care, and utilization of all services provided to MSN Patients by All Providers.

13 3. Assist in coordinating the transitions of MSN Enrollees to appropriate outpatient care,
14 lower levels of care or needed services through COUNTY contracted providers for skilled nursing
15 facilities, durable medical equipment, pharmacy services and home health care.

16 C. ADMINISTRATOR may enter into separate letters of agreements for Follow-Up Care,
17 Specialty Services, and/or dental services that cannot be provided by Contracting Clinics.

18 D. Except as provided herein with respect to discrimination of care to MSN Patients, COUNTY
19 shall neither have, nor exercise, any control or direction over the methods by which CONTRACTOR
20 shall perform its obligations under the Agreement. The standards of medical care and professional
21 duties of CONTRACTOR's employees providing Clinic Services under the Agreement shall be
22 determined, as applicable, by CONTRACTOR's Board of Directors and the standards of care in the
23 community in which CONTRACTOR is located and all applicable provisions of law and other rules and
24 regulations of any and all governmental authorities relating to licensure and regulation of
25 CONTRACTOR.

VII. COMMITTEES/GROUPS

26
27
28 A. A Medical Policy Committee (MPC) shall be formed by ADMINISTRATOR which shall meet
29 at least quarterly and may meet more frequently as determined by ADMINISTRATOR.

30 B. The MPC shall consist of the following members:

- 31 1. MSN Program Medical Director who shall serve as Chairperson of the Committee
- 32 2. Multiple Physicians from the private sector, hospital and clinic communities
- 33 3. A minimum of two additional representatives from the MSN Program
- 34 4. Representative from the Care Coordination Unit
- 35 5. Pharmacy Consultant
- 36 6. MSN Program Public Health Nurse(s)

37 //

1 C. The MPC shall adopt and follow rules as it deems necessary to carry out its responsibilities.

2 D. The duties of the MPC shall include, but not be limited to, the following:

3 1. Prospective and retrospective review of services rendered and their medical
4 appropriateness.

5 2. Review of procedures, treatments, and therapies, consistent with MSN Program benefits, for
6 inclusion in, or deletion from, the MSN Program's scope of covered services.

7 3. Review of medical policy as it relates to patient treatment and community standards of care.

8 4. Approval of modifications, deletions, and additions to the list of services for which All
9 Providers will be recommended to seek pre-authorization from COUNTY's CCU.

10 5. Review and ruling on any appeals brought before the MPC.

11 6. Enlisting the expertise of specialists when indicated.

12 E. Decisions of the MPC shall be binding and final.

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 CLINIC SERVICES
 4 FOR THE
 5 MEDICAL SAFETY NET PROGRAM
 6 WITH
 7 ST. JUDE NEIGHBORHOOD HEALTH CENTERS
 8 JANUARY 1, 2014 THROUGH DECEMBER 31, 2015

9
10 CLAIMS AND DISBURSEMENTS

11
12 **I. PREAMBLE**

13 The Medical Safety Net (MSN) Program provides services that are medically necessary to protect
14 life, prevent significant disability, or prevent serious deterioration of health. With respect to medical
15 criteria for enrollment into the MSN Program, applicants must have an urgent or emergent medical
16 condition that if left untreated would result in serious deterioration of health with initial intake
17 conducted through Hospital’s emergency department.

18
19 **II. SATISFACTION OF COUNTY OBLIGATIONS**

20 In consideration of payments made by COUNTY through its Intermediary for Clinic Services
21 provided to MSN Patients pursuant to the Agreement, COUNTY’s obligation to CONTRACTOR and
22 persons for whom it may have any legal obligation to provide Clinic Services shall be satisfied.

23
24 **III. CONDITIONS OF REIMBURSEMENT**

25 A. As a condition of reimbursement through the Agreement, all claims for reimbursement of Clinic
26 Services provided to Enrollees shall be:

27 1. Claims for Clinic Services provided during each Period of the Agreement, as enumerated in
28 the Referenced Contract Provision of the Agreement, except for:

- 29 a. Claims for Clinic Services covered by a court order.
- 30 b. Claims for Clinic Services if eligibility for a person is established by Social Services
 31 Agency (SSA) after the claims submission deadline for the applicable contract period.

32 2. Submitted electronically and completed in accordance with the Agreement. Paper claims
 33 shall not be accepted without prior authorization of ADMINISTRATOR.

34 3. Initially received by the Intermediary no later than ninety (90) calendar days following the
 35 date of service; provided, however, that claims shall be received no later than

- 36 a. September 30, 2014 for Period One.
- 37 b. September 30, 2015 for Period Two

1 B. The Intermediary should initially approve or deny all claims no later than

2 1. October 31, 2014 for Period One.

3 2. October 31, 2015 for Period Two

4 C. The Intermediary should reimburse all approved claims as soon as possible, and in no event
5 later than sixty (60) calendar days following the end of the month in which the claim was approved,
6 unless otherwise approved by ADMINISTRATOR.

7 D. Except as otherwise specified, any unapproved claims for Clinic Services shall be void after

8 1. November 30, 2014 for Period One

9 2. November 30, 2015 for Period Two

10 E. Exceptions to the above timelines may be allowed under the following conditions, which may
11 be modified by ADMINISTRATOR at its sole discretion:

12 1. The Notice of Action establishing MSN eligibility was generated after June 30 of the
13 applicable Period.

14 2. More information is requested by ADMINISTRATOR and/or Intermediary to further
15 consider an appeal.

16 3. ADMINISTRATOR and/or Intermediary discover any irregularities claims payment or
17 denial.

18 4. Any payment for the above Clinic Claims occurring after Final Settlement shall be deemed
19 "Exception Claims" and shall be paid from Exception Funding as provided for in COUNTY's agreement
20 with the Intermediary.

21 F. In order for Clinic Claims to be considered for any Final Settlement adjustment as provided
22 herein, CONTRACTOR must submit all Claims to Intermediary, whether or not, due to
23 CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for the
24 Interim Payment, as specified in Paragraph VI of this Exhibit B to the Agreement.

25 G. Unless otherwise directed by ADMINISTRATOR, all Clinic claims shall be submitted to:

26 Advanced Medical Management, Inc.

27 P.O. Box 30248

28 Long Beach, California 90853

30 **IV. CLAIM DENIAL/APPEAL**

31 A. CONTRACTOR shall be notified, in writing, of the reason for any denial of a Clinic Claim(s).

32 B. Notice shall be deemed effective:

33 1. Three (3) calendar days from the date written notice is deposited in the United States mail,
34 first class postage prepaid; or

35 2. When FAXed, transmission confirmed; or

36 3. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
37 Service, or other expedited delivery service.

1 C. CONTRACTOR may resubmit denied claims to the Intermediary; provided, however,
2 CONTRACTOR shall complete any necessary corrective action, and resubmit the claim no later than
3 thirty (30) calendar days after notification of the rejection.

4 D. CONTRACTOR may appeal claims denied by the Intermediary to the Intermediary in
5 accordance with procedures set forth by ADMINISTRATOR in the MSN Provider Manual. Such appeal
6 shall be made, in writing using the appeal form required by the Intermediary, no later than thirty (30)
7 calendar days after notification of denial.

8 1. If all information necessary to review the appeal is submitted as required to the
9 Intermediary, Intermediary shall respond to the appeal within thirty (30) calendar days.

10 2. If the appeal is subsequently denied by the Intermediary, CONTRACTOR, within thirty
11 (30) calendar days of receipt of the denied appeal, may submit an appeal to the MPC.

12 E. If a denied claim is not resubmitted and/or appealed in writing to the Intermediary and/or MPC
13 within thirty (30) calendar days after notification of denial, the Intermediary's determination shall be
14 final, and CONTRACTOR shall have no right to further review of the claim.

15 F. All appeals of denied claims shall be heard and decided no later than

16 1. November 15, 2014 for Period One

17 2. November 15, 2015 for Period Two

18 **V. THIRD PARTY, PRIMARY OR OTHER INSURANCE CLAIMS**

19 A. Reimbursement provided through the Agreement shall be payment of last resort. Prior to
20 submitting any claim to the Intermediary for reimbursement of Clinic Services provided to an Enrollee,
21 CONTRACTOR shall:
22

23 1. Use its reasonable best efforts to determine whether the claim is a third party, primary or
24 other insurance covered claim.

25 2. Bill and use its reasonable best efforts to collect third party, primary or other insurance
26 covered claims to the full extent of such coverage.

27 B. CONTRACTOR shall determine that a claim is not covered, in whole or in part, under any other
28 state or federal medical care program or under any other contractual or legal entitlement including, but
29 not limited to, coverage defined in W&I Section 10020.

30 C. With submission of a claim, CONTRACTOR shall provide proof of denial to the Intermediary,
31 if a third party, primary or other insurance denies coverage of the claim.

32 D. CONTRACTOR shall report to the Intermediary any payments received from a third party,
33 primary or other insurance covered claims.

34 E. The Agreement shall not allow for reimbursement of deductibles and co-payments required by
35 an Enrollee's third party, primary or other insurance coverage. The Agreement shall also not allow for
36 reimbursement of co-payments required by the MSN Program.

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1 F. CONTRACTOR shall provide the Intermediary such records and other documentation as the
2 Intermediary may reasonably require to maintain centralized data collection and referral services in
3 support of third party revenue recovery activities.

4 G. Provider Refunds Of Claims Covered By Other Payments

5 1. If CONTRACTOR, through its own efforts, identifies Medi-Cal coverage, third party
6 settlement, primary or other insurance coverage for services reimbursed through the Agreement,
7 CONTRACTOR shall, within thirty (30) calendar days of such identification, unless disputed in
8 accordance with subparagraph G.2. below, reimburse the Intermediary an amount equal to the MSN
9 payment. If Medi-Cal coverage, third party settlement, primary or other insurance coverage is identified
10 due to efforts of Intermediary's Third Party Recovery Services (Recovery Services) specified in
11 subparagraph G.4. below, CONTRACTOR shall, within thirty (30) calendar days of notice from
12 Recovery Services, unless disputed in accordance with subparagraph G.2. below, reimburse the
13 Intermediary an amount equal to the MSN payment. Third-party settlement payments may be paid
14 directly to COUNTY or Intermediary, as directed by ADMINISTRATOR.

15 2. Should CONTRACTOR wish to dispute the reimbursement of a MSN payment as a result
16 of the identification of Medi-Cal coverage, third party settlement, primary or other insurance coverage
17 either by CONTRACTOR or through Recovery Services, CONTRACTOR shall give written notice,
18 within thirty (30) calendar days of notice of information, to ADMINISTRATOR's MSN Program
19 Administrator or designee (MSN Administrator) setting forth in specific terms the existence and nature
20 of any dispute or concern related to the information provided through Recovery Services or the
21 reimbursement due MSN. MSN Administrator shall have fifteen (15) business days following such
22 notice to obtain resolution of any issue(s) identified in this manner, provided, however, by mutual
23 consent this period of time may be extended. If MSN Administrator determines that the recovery
24 information is accurate and appropriate, CONTRACTOR shall, within thirty (30) calendar days of
25 receipt, reimburse an amount equal to the MSN payment.

26 3. For purposes of computing the amount of reimbursement due from CONTRACTOR, after
27 Final Settlement, the services provided an Enrollee shall be valued at the percentage of reimbursement
28 for the applicable contract period, less any co-payments or other fees.

29 4. COUNTY has contracted for Third Party Recovery Services (Recovery Services) for the
30 purpose of actively pursuing reimbursement of claims paid for MSN Enrollees later determined to be
31 eligible for Medi-Cal or third party, primary or other insurance. CONTRACTOR shall reasonably
32 cooperate in recovering these costs.

33 5. If any reimbursement due is not paid by CONTRACTOR in accordance with subparagraphs
34 G.1., G.2., or G.4. above, the Intermediary shall reduce any payment due CONTRACTOR by an amount
35 not to exceed the amount to be reimbursed.

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1 C. Unless otherwise directed by ADMINISTRATOR, all pharmacy claims shall be submitted
2 electronically to COUNTY's Pharmacy Benefits Manager.

4 **VIII. FINAL SETTLEMENT**

5 A. Prior to final reimbursement to All Providers as specified below (Final Settlement), the
6 Intermediary, with ADMINISTRATOR, shall complete an estimated Preliminary Final Settlement to All
7 Providers in order to calculate any Final Settlement reimbursement above the Interim Payment to All
8 Providers.

9 1. Based on results of the Preliminary Final Settlement, ADMINISTRATOR, at its sole
10 discretion, shall determine if Final Settlement shall occur.

11 2. If ADMINISTRATOR determines that Final Settlement shall occur, ADMINISTRATOR
12 shall direct the Intermediary to distribute said funds, in whole or in part, as determined by
13 ADMINISTRATOR at its sole discretion, in accordance with the Final Settlement procedures for the
14 Period specified herein that correspond with the additional funding.

15 3. ADMINSTRATOR shall make its best efforts to calculate Final Settlement for physicians,
16 certain Clinic services and Hospitals eligible for Final Settlement at the same percentage rates of
17 CalOptima reimbursement rates.

18 4. The results of Preliminary Final Settlement should be communicated to all Contracting
19 Clinics on or about December 15 of each Period. Such notice shall include notification to
20 CONTRACTOR of any Medi-Cal coverage, third party settlement, primary or other insurance coverage
21 that has been identified by Recovery Services and not yet paid by CONTRACTOR. Any amounts due
22 CONTRACTOR shall be reduced by any outstanding amounts owed COUNTY.

23 B. Unless otherwise extended, in whole or in part, by ADMINISTRATOR, Final Settlement shall
24 be accomplished no later than

- 25 1. December 31, 2014 for Period One.
- 26 2. December 31, 2015 for Period Two.

27 ~~C. Final Settlement to Contracting Clinics—The Intermediary shall utilize the following procedures~~
28 ~~to compute amounts due to CONTRACTOR for Clinic Services through Final Settlement. Final~~
29 ~~Settlement shall be based upon claims submitted and approved in accordance with the Agreement. In~~
30 ~~order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein,~~
31 ~~CONTRACTOR must submit all Claims to Intermediary, whether or not due to CONTRACTOR's~~
32 ~~collection of the co-payment from the MSN Patient, the Claims are eligible for the Interim Payment, as~~
33 ~~specified in Paragraph VI of this Exhibit B to the Agreement.~~

34 ~~1. Step 1: All Contracting Clinics Claims shall be calculated at percentages specified in this~~
35 ~~Exhibit B to the Agreement for Clinic Services and at rates specified in this Exhibit B to the Agreement~~
36 ~~for dental services, less required co-payments.~~

37 #

~~2. Step 2: If determined by the Preliminary Final Settlement, Intermediary shall calculate the amount of funding required to reimburse each Contracting Clinic a proportionate share of the MSN Funding specified by ADMINISTRATOR at an amount not to exceed Allowable Charges based on the formula below:~~

$$\frac{\text{Contracting Clinic Share}}{\text{payments for all Clinic Claims}} = \frac{\text{Total Agreement Period interim payments to Contracting Clinics}}{\text{Total Agreement Period interim payments for all Clinic Claims}} \times \text{Funds Specified by ADMINISTRATOR}$$

~~3. The difference between the Interim Payments and the amount calculated shall be paid to Contracting Clinics as Final Settlement.~~

~~4. Settlement Limitation~~

~~a. For Period One, the total interim payments shall be adjusted for recovery of any third-party insurance, voided claims and refunds. No Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.~~

~~b. For Period Two, the total interim payments shall be adjusted for other insurance, voided claims and refunds. If the Measure H Obligation is in effect, there is no limitation on Final Settlement reimbursement for these services. If the Measure H Obligation is not in effect, no Contracting Clinic shall be reimbursed more than billed charges less required co-payments or Allowable Charges less required co-payments, whichever is less.~~

C. Final Settlement to Contracting Clinics - The Intermediary shall utilize the following procedures to compute amounts due to CONTRACTOR for Clinic Services through Final Settlement.

1. Final Settlement shall be based upon claims submitted and approved in accordance with the Agreement. In order for any Clinic Claims to be considered for any Final Settlement adjustment as provided herein, CONTRACTOR must submit all Claims to Intermediary, whether or not due to CONTRACTOR's collection of the co-payment from the MSN Patient, the Claims are eligible for the Interim Payment, as specified in Paragraph VI of this Exhibit B to the Agreement.

2. Step 1: All claims shall be calculated at 100% of the CalOptima fee-for-service reimbursement rates, less applicable co-payments.

3. Step 2: The difference between the Interim Payments and the amount calculated shall be paid to Contracting Clinics as Final Settlement.

4. For Period Two, the following steps shall also apply if the total of all claims paid to Contracting Clinics following Step 2, plus any payments made to clinics under a letter of agreement, is less than the Measure H Obligation:

a. Step 3: Additional reimbursement to meet the Measure H Obligation shall be determined for Eligible Clinics. "Eligible Clinics" shall mean those clinics identified by ADMINISTRATOR that:

- 1) Are either a Contracting Clinic or have a letter of agreement to provide services for the MSN Program; and

1 2) Have executed an agreement with COUNTY to provide community clinic services
 2 funded by Tobacco Settlement Revenues ("TSR Agreement"); and

3 3) Have TSR Agreement eligible visits in excess of the TSR Agreement funding
 4 available to reimburse the clinic for services provided during FY 2014-15, which is the same time frame
 5 covered by Period Two of this Agreement.

6 b. Step 4: ADMINISTRATOR shall determine the number of excess TSR Agreement
 7 eligible visits provided by each Eligible Clinic.

8 c. Step 5: ADMINISTRATOR shall proportionately distribute the amount of funding
 9 calculated to meet the Measure H Obligation to each eligible clinic based on the number of excess TSR
 10 Agreement eligible visits.

11 1) Except as provided in Step 7, the value of each type of visit shall be as specified in
 12 the TSR Agreement.

13 2) Funding distributed to Eligible Clinics shall be applied to the excess TSR Agreement
 14 eligible visits with the highest assigned dollar value first, until the Measure H Obligation allocated to the
 15 Eligible Clinic is exhausted.

16 d. Step 6: Any funds distributed to an Eligible Clinic that are remaining after Step 5 shall
 17 be pooled and Step 5 shall be repeated for any Eligible Clinics with unfunded excess TSR Agreement
 18 eligible visits remaining until the Measure H Obligation is exhausted.

19 e. Step 7: Should any Measure H Obligation remain after all excess TSR Agreement
 20 eligible visits have been funded, ADMINISTRATOR may, at its sole discretion, increase the value of
 21 each type of visit in equal proportion to allow the Measure H Obligation to be met.

22 f. Step 8: After all calculations have been finalized, ADMINISTRATOR shall direct the
 23 Intermediary to make the Measure H Obligation payment to all Eligible Clinics.

24 5. Settlement Limitation – For services provided in support of the MSN Program, the total
 25 payment shall be adjusted for recovery of any third-party insurance, voided claims and refunds. No

26 6. Contracting Clinic shall be reimbursed more than billed charges less required co-payments or
 27 Allowable Charges less required co-payments, whichever is less.

28 D. All Funds in accounts maintained by the Intermediary relating to the term of the Agreement,
 29 which funds are remaining after Final Settlement, and all other payments required by the Agreement
 30 have been made, shall be, in whole or in part, returned to COUNTY by the Intermediary or used to
 31 complete a Supplemental Final Settlement for services provided prior to January 1, 2014, as directed by
 32 ADMINISTRATOR, at ADMINISTRATOR's sole discretion.

34 **IX. SATISFACTION OF CLAIMS**

35 Acceptance by CONTRACTOR of payments made by Intermediary in accordance with the
 36 Agreement shall be deemed satisfaction in full of any COUNTY obligation to CONTRACTOR with
 37 respect to those claims for Clinic Services for which payment has been made by COUNTY,

1 notwithstanding CONTRACTOR's right to appeal any denied claim, as provided for in Paragraph IV. of
2 this Exhibit B to the Agreement and CONTRACTOR's right to pursue co-payments due from MSN
3 Patients.

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