

1 **AGREEMENT FOR PROVISION OF**
2 **COMMUNITY CLINIC SERVICES**

3 **BETWEEN**

4 **COUNTY OF ORANGE**

5 **AND**

6 **COALITION OF ORANGE COUNTY COMMUNITY CLINICS**

7 **JULY 1, 2008 THROUGH JUNE 30, 2009**

8
9 **THIS AGREEMENT (Agreement) entered into this 3rd day of June 2008, which date is enumerated**
10 **for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and**
11 **COALITION OF ORANGE COUNTY COMMUNITY CLINICS, a California nonprofit corporation**
12 **(CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency**
13 **(ADMINISTRATOR).**

14
15 **W I T N E S S E T H:**

16
17 **WHEREAS, COUNTY will receive Tobacco Settlement Revenues; and**

18 **WHEREAS, COUNTY and the health care community have identified the expansion of health care**
19 **services provided by community clinics, primarily to individuals without health care coverage, as one**
20 **appropriate use of a portion of these funds; and**

21 **WHEREAS, CONTRACTOR has an established network of community clinics in Orange County**
22 **and the capability to include other community clinics not currently members of its organization in the**
23 **delivery of services using Tobacco Settlement Revenues; and**

24 **WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Community**
25 **Clinic Services described herein to the residents of Orange County; and**

26 **WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and**
27 **conditions hereinafter set forth:**

28 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2008 through June 30, 2009

Total Maximum Obligation: \$7,530,561

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Manager, Medical and Institutional Health Services Operations
405 West 5th Street, Room 718
Santa Ana, CA 92701-4637

CONTRACTOR: Attention: Isabel Becerra, CEO
Coalition of Orange County Community Clinics
17701 Cowan, Suite 220
Irvine, CA 92614-6057

CONTRACTOR'S Insurance Coverages:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|-----------------------|
| Workers' Compensation | Statutory |
| Employer's Liability | \$1,000,000 |
| Professional Liability | \$1,000,000 |
| Comprehensive General Liability Insurance | \$2,000,000 |
| D&O Insurance | \$1,000,000 |
| Automobile Insurance | \$1,000,000 |

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully
3 expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this
4 Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition
5 to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in
6 writing and formally approved and executed by both parties.
7

8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA
12 Policies and Procedures relating to the Compliance Program.

13 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and
14 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")
15 relative to this Agreement are made aware of these Policies and Procedures.

16 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
17 Conduct for adherence by all HCA employees and contract providers has been developed.

18 1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the
19 option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that
20 CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph
21 B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for
22 review and comparison to federal, state, and COUNTY standards by the HCA Compliance Officer.

23 2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance
24 Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR'S Code of Conduct
25 to meet minimum standards and CONTRACTOR shall either take necessary action to meet said
26 standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"
27 specified in subparagraph B.3. below.

28 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
29 subcontractors shall:

30 a. Comply with all applicable laws, regulations, rules or guidelines when providing and
31 billing for the services specified herein.

32 b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in
33 their professional dealings related to this Agreement and avoid any conduct that could reasonably be
34 expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.

35 c. Treat COUNTY employees, clients and other COUNTY contractors fairly and with
36 respect.

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1 d. NOT engage in any activity in violation of HCA'S Compliance Program, nor engage in
2 any other conduct which violates any applicable law, regulation, rule or guideline.

3 e. Take precautions to ensure that claims are prepared and submitted accurately, timely
4 and are consistent with all applicable laws, regulations, rules or guidelines.

5 f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or
6 reimbursement of any kind are submitted.

7 g. Bill only for eligible services actually rendered and fully documented and use billing
8 codes that accurately describe the services provided.

9 h. Act promptly to investigate and correct problems if errors in claims or billings are
10 discovered.

11 i. Promptly report to HCA'S Compliance Officer any activity that CONTRACTOR
12 believes may violate the standards of the HCA Compliance Program, or any other applicable law,
13 regulation, rule or guideline.

14 j. Promptly report to HCA'S Compliance Officer any suspected violation(s) of this HCA
15 Contractor Code of Conduct and Ethics by COUNTY employees or other COUNTY contractors.

16 k. Consult with HCA'S Compliance Officer if there are any questions or uncertainties of
17 any Compliance Program standard or any other applicable law, regulation, rule or guideline.

18 4. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
19 Code of Conduct or its own Code of Conduct shall constitute a material breach of this Agreement, and
20 failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall
21 constitute grounds for termination of this Agreement as to the non-complying party.

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

27 1. Ineligible Person shall be any individual or entity who: (i) is currently excluded, suspended,
28 debarred or otherwise ineligible to participate in the federal health care programs; or (ii) has been
29 convicted of a criminal offense related to the provision of health care items or services and has not been
30 reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or
31 ineligibility.

32 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
33 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
34 Agreement.

35 3. CONTRACTOR shall screen all current Covered Individuals semi-annually (January and
36 July) to ensure that they have not become Ineligible Persons.

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1 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
2 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
3 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

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

10 D. REIMBURSEMENT STANDARDS

11 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
12 claims and billing for same are prepared and submitted in an accurate and timely manner and are
13 consistent with federal, state and COUNTY laws and regulations as well as HCA'S policies and/or
14 agreements with third party payers. This includes compliance with federal and state health care program
15 regulations and procedures or instructions otherwise communicated by regulatory agencies including the
16 Centers for Medicare and Medicaid Services or their agents.

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

19 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
20 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes
21 that accurately describe the services provided.

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

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

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

29 2. Such training will be made available to Covered Individuals within (ninety) 90 calendar
30 days of employment or engagement.

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

32 4. Each Covered Individual attending training shall certify, in writing, attendance at
33 compliance training. ADMINISTRATOR shall retain the certifications.

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1 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
2 to COUNTY, and shall serve as the basis for Final Settlement to CONTRACTOR. CONTRACTOR
3 shall document that costs are reasonable and allowable and directly or indirectly related to the services to
4 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

5 C. Final Settlement shall be based upon the actual and reimbursable costs for services hereunder,
6 less applicable revenues and Late Penalty, not to exceed COUNTY'S Maximum Obligation as set forth
7 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
8 reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements.
9 Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been
10 for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash
11 within thirty (30) days of submission of the Cost Report or COUNTY may elect to reduce any amount
12 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

13 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
14 this Agreement, less applicable revenues and Late Penalty, are lower than the aggregate of interim
15 monthly payments, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall
16 be made, in cash, with the submission of the Cost Report. If such reimbursement is not made by
17 CONTRACTOR within thirty (30) days after submission of the Cost Report, COUNTY may, in addition
18 to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the
19 reimbursement due COUNTY.

20 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
21 this Agreement, less applicable revenues and Late Penalty, are higher than the aggregate of interim
22 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
23 such payment does not exceed the Maximum Obligation of COUNTY.

24 F. The Cost Report shall contain the following attestation which may be typed directly on or
25 attached to the Cost Report:

26
27 "I HEREBY CERTIFY that I have reviewed, understand, and executed the
28 accompanying Cost Report and supporting documentation prepared by _____ for
29 the cost report period beginning _____ and ending _____ and that, to the best of
30 my knowledge and belief, costs reimbursed through this Agreement are reasonable
31 and allowable and directly or indirectly related to the services provided and that
32 this Cost Report is a true, correct, and complete statement from the books and
33 records of (provider name) in accordance with applicable instructions, except as
noted.

34 Signed _____
35 Name _____
36 Title Chief Executive Officer
37 Date _____"

V. DELEGATION AND ASSIGNMENT

1
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
3 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
4 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
5 approved in writing by ADMINISTRATOR, prior to CONTRACTOR entering into said subcontracts,
6 meet the requirements of this Agreement as they relate to the service or activity under subcontract, and
7 include any provisions that ADMINISTRATOR may require. No subcontract shall terminate or alter the
8 responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ADMINISTRATOR may
9 disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not
10 approved in accordance with this paragraph.

11 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
12 prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change
13 from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in
14 more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month
15 period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted
16 assignment or delegation in derogation of this paragraph shall be void.

17
18 **VI. EQUIPMENT**

19 A. Unless otherwise specified in writing by ADMINISTRATOR, "Equipment" means personal
20 property procured or fabricated which is complete in itself, of durable nature, has an expected useful life
21 of three (3) or more years, and an original purchase price of \$5,000 or more, including tax, shipping and
22 handling per item. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to
23 this Agreement, shall be depreciated according to generally accepted accounting principles.

24 B. Upon ADMINISTRATOR'S prior written approval, CONTRACTOR may Expense to
25 COUNTY the cost of specified items of Equipment purchased by CONTRACTOR. To "Expense," in
26 relation to Equipment, means to charge the full cost of Equipment in the Fiscal Year in which it is
27 purchased. Title of Expensed Equipment shall be vested with COUNTY and the Equipment shall be
28 deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

29 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
30 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY'S
31 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for review
32 by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of
33 undepreciated Equipment cost, if any. For Loaned Equipment, CONTRACTOR shall comply with all
34 instructions given by ADMINISTRATOR, and upon demand by ADMINISTRATOR, CONTRACTOR
35 shall return any or all Loaned Equipment to COUNTY.

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1 D. CONTRACTOR shall ensure that a copy of such inventory is available to ADMINISTRATOR
2 at all times. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting any periodic
3 physical inventories of Loaned Equipment which ADMINISTRATOR may require.

4 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
5 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
6 CONTRACTOR must complete and submit to ADMINISTRATOR a Notification of Location Change
7 form or Surplus Requisition form when items of Loaned Equipment are moved from one location to
8 another or returned to COUNTY as surplus.

9 F. Unless this Agreement is followed without interruption by another Agreement between the
10 parties for substantially the same type and scope of services, or unless otherwise approved by
11 ADMINISTRATOR, at the termination of this Agreement for any cause, CONTRACTOR shall return to
12 COUNTY all Loaned Equipment purchased with funds paid through this Agreement.

13 14 **VII. FACILITIES, PAYMENTS AND SERVICES**

15 COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the services,
16 staffing, facilities, any equipment and supplies, and reports in accordance with Exhibit A to this
17 Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
18 least the minimum number and type of staff which meet applicable state and federal requirements, and
19 which are necessary for the provision of the services hereunder.

20 21 **VIII. INDEMNIFICATION AND INSURANCE**

22 A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed
23 officials, officers, employees, agents and those special districts and agencies for which COUNTY'S
24 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
25 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to
26 personal injury or property damage, arising from or related to the services, products or other
27 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
28 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active
29 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that
30 liability will be apportioned as determined by the court. Neither party shall request a jury
31 apportionment.

32 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
33 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
34 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
35 damage, arising from or related to the services, products or other performance provided by COUNTY
36 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
37 competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and

1 CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall
2 request a jury apportionment.

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

7 D. Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at
8 all times during the term of this Agreement a policy, or policies, of insurance covering its operations
9 placed with reputable insurance companies in amounts as specified on Page 3 of this Agreement. Upon
10 request by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.

11 E. All insurance policies except Workers' Compensation and Employer's Liability shall contain the
12 following clauses:

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

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

17 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30) days
18 written notice has been given to Orange County HCA/Manager, Medical and Institutional Health Services
19 Operations, 405 West 5th Street, Room 718, Santa Ana, CA 92701-4637."

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

22 23 **IX. INSPECTIONS AND AUDITS**

24 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
25 of the State of California, the Secretary of the United States Department of Health and Human Services,
26 the Comptroller General of the United States, or any other of their authorized representatives, shall have
27 access to any books, documents, and records, including but not limited to, medical and client records, of
28 CONTRACTOR which such persons deem pertinent to this Agreement, for the purpose of conducting an
29 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
30 in the Records paragraph of Exhibit A to this Agreement. Such persons may at all reasonable times,
31 inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in
32 which they are provided.

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

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1 C. AUDIT RESPONSE

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

7 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
8 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
9 funds shall be due and payable from one party to the other within sixty (60) days of receipt of the audit
10 results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not
11 received within said sixty (60) days, COUNTY may, in addition to any other remedies, reduce any
12 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

13 D. Within fourteen (14) days of receipt by CONTRACTOR, CONTRACTOR shall forward to
14 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
15 management, financial, programmatic or any other type of audit of CONTRACTOR'S operations,
16 whether or not the cost of such operation or audit is reimbursed in whole or in part through this
17 Agreement.

18
19 X. LICENSES AND LAW

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

27 B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services
28 provided hereunder, as any may now exist or be hereafter changed.

29 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

23 **XI. LITERATURE**

24 Any literature, including educational and promotional materials, distributed by CONTRACTOR for
25 purposes directly related to this Agreement shall indicate that CONTRACTOR'S services are supported
26 by COUNTY, state, federal and Tobacco Settlement Revenue funds, as appropriate. For the purposes of
27 this Agreement, distribution of such literature shall include written materials as well as electronic media
28 such as the Internet.
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30 **XII. MAXIMUM OBLIGATION**

31 The Total Maximum Obligation of COUNTY for services provided in accordance with this
32 Agreement is as specified on Page 3 of this Agreement.
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XIII. NONDISCRIMINATION

A. EMPLOYMENT

1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Chapter 4, Subchapter 6 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

1 d. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

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

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

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

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

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

26 E. In the event of non-compliance with this paragraph or as otherwise provided by Federal and
27 State law, this Agreement may be canceled, terminated or suspended in whole or in part and
28 CONTRACTOR may be declared ineligible for further contracts involving Federal, State, or COUNTY
29 funds.

30
31 **XIV. NOTICES**

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

34 1. When written and deposited in the United States mail, first class postage prepaid and
35 addressed as specified on Page 3 of this Agreement, or as otherwise specified by ADMINISTRATOR;

36 2. When FAXed, transmission confirmed;

37 3. When sent by electronic mail; or

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

3 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement, or as
4 otherwise specified by ADMINISTRATOR, and shall be effective when FAXed, transmission
5 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
6 Service, or other expedited delivery service.

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

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

13 **XV. SEVERABILITY**

14 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
15 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
16 federal, state, or COUNTY statute, ordinance, or regulation, the remaining provisions of this Agreement
17 or the application thereof shall remain valid, and the remaining provisions of this Agreement shall
18 remain in full force and effect, and to that extent the provisions of this Agreement are severable.
19

20 **XVI. SPECIAL PROVISIONS**

21 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
22 purposes:
23

24 1. Making cash payments to intended recipients of services through this Agreement.

25 2. Lobbying any governmental agency or official or making political contributions.

26 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to
27 Title 31, Section 1352, U.S.C.A.

28 3. Supplanting current funding for existing services.

29 4. Fundraising.

30 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR'S staff or members of the Board of Directors.

32 6. Reimbursement of CONTRACTOR'S members of the Board of Directors for expenses or
33 services.

34 7. Making personal loans to CONTRACTOR'S staff or members of the Board of Directors, or
35 making salary advances or giving bonuses to CONTRACTOR'S staff.

36 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use the
37 funds provided by means of this Agreement for the following purposes:

- 1 1. Purchasing or improving land, including constructing or permanently improving any
2 building or facility, except for tenant improvements.
- 3 2. Providing inpatient hospital services or purchasing major medical equipment.
- 4 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
5 funds (matching).
- 6 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
7 CONTRACTOR'S clients.
- 8 5. Funding travel or training (excluding mileage or parking) not approved by
9 ADMINISTRATOR.
- 10 6. Making phone calls outside of the local area unless documented to be directly for the
11 purpose of client care.
- 12 7. Payment for grant writing, consultants, certified public accounting, or legal services not
13 approved in advance by ADMINISTRATOR.
- 14 8. Purchase of artwork or other items that are for decorative purposes and do not directly
15 contribute to the quality of services to be provided pursuant to this Agreement.

16 17 **XVII. STATUS OF CONTRACTOR**

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

29 30 **XVIII. TERM**

31 The term of this Agreement shall commence and terminate as specified on Page 3 of this Agreement,
32 unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR
33 shall be obligated to perform such duties as would normally extend beyond this term, including but not
34 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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XIX. TERMINATION

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

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) 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) days for corrective action.

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state, and COUNTY funds for reimbursement of COUNTY'S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) days written notice given CONTRACTOR.

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

F. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

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

6 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
7 their best interests.

8 5. If records are to be transferred to COUNTY, pack and label such records in accordance with
9 directions provided by ADMINISTRATOR.

10 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
11 supplies purchased with funds provided by COUNTY.

12 7. To the extent services are terminated, cancel outstanding commitments covering the
13 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
14 commitments which relate to personal services. With respect to these canceled commitments,
15 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
16 arising out of such cancellation of commitment which shall be subject to written approval of
17 ADMINISTRATOR.

18 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
19 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
20

21 **XX. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
23 including, but not limited to, any subcontractors or any clients provided services hereunder.
24

25 **XXI. WAIVER OF DEFAULT OR BREACH**

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

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Exhibit 2. Original Agreement for Community Clinic Services
with the Coalition of Orange County Community Clinics

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

3
4 COALITION OF ORANGE COUNTY COMMUNITY CLINICS

5
6
7 DATE: 5/7/08 DATE: _____

8
9 PRINTED NAME: Isabel Becerra PRINTED NAME: _____

10
11 BY: [Signature] BY: _____

12
13 TITLE: CEO TITLE: _____

14
15
16 COUNTY OF ORANGE

17
18 BY: [Signature]
19 CHAIRMAN OF THE BOARD
20 OF SUPERVISORS



SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF THE
BOARD PER G.C. SEC. 25103, RESO 79-1535
ATTEST:

21
22 BY: [Signature]
23 DARLENE J. BLOOM 6-3-08
24 Clerk of the Board of Supervisors
of Orange County, California

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

29
30 BY: [Signature]
31 DEPUTY

DATED: 5/5/08

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

1 EXHIBIT A
2 TO AGREEMENT WITH
3 COALITION OF ORANGE COUNTY COMMUNITY CLINICS
4 FOR
5 COMMUNITY CLINIC SERVICES
6 JULY 1, 2008 THROUGH JUNE 30, 2009
7

8 **I. BUDGET**

9 A. The following Budget is set forth for informational purposes only, and may be adjusted by
10 mutual agreement, in writing, of CONTRACTOR and ADMINISTRATOR.

11 **ADMINISTRATIVE COSTS**

12 Personnel Costs

| | |
|-------------|---------------|
| 13 Salaries | \$405,737 |
| 14 Benefits | <u>89,263</u> |
| 15 Subtotal | 495,000 |

16 Operating Costs

| | |
|----------------------------------|-----------------|
| 17 Non-Personnel Operating Costs | <u>\$58,056</u> |
| 18 Subtotal | \$58,056 |

19
20 **SUBTOTAL ADMINISTRATIVE COSTS** \$553,056

21 **PROGRAM SUPPORT SERVICES COSTS**

22 Program Support Services - Subcontracts

| | |
|--|-----------|
| 23 TSR Program Evaluation | \$10,000 |
| 24 Quality Management: | |
| 25 Medical (Physician) Provider Consultant | 30,000 |
| 26 Dental (DDS) Provider Consultant | 27,276 |
| 27 IT Centralized Support Services (Software) Consultant | 93,339 |
| 28 IT Centralized Support Services (Hardware) Consultant | 103,339 |
| 29 Financial Monitoring (Audits/Follow-up) Consultant | 45,000 |
| 30 Grant Writer Consultant | 3,712 |
| 31 Fund Development Software | 3,000 |
| 32 Designated Special Projects/Services | 2,000,000 |
| 33 IT Centralized Additional Support Services Consultant | 9,334 |

34 **SUBTOTAL PROGRAM SUPPORT SERVICES COSTS** \$2,325,000

35 **CLINIC SUBCONTRACTS COSTS**

| | |
|--|-------------|
| 36 Clinic Collaborative Competitive Programs | \$25,000 |
| 37 Core Operating Service Programs | \$4,627,505 |

| | | |
|---|-----------------------------------|-------------|
| 1 | SUBTOTAL CLINIC SUBCONTRACTS COST | \$4,652,505 |
| 2 | TOTAL MAXIMUM OBLIGATION | \$7,530,561 |

3 B. CONTRACTOR'S administrative costs, including any indirect expenses, shall not exceed ten
4 percent (10%) of this Agreement's Maximum Obligation as shown on Page 3 of this Agreement.

5 1. CONTRACTOR further agrees that for the purposes of setting forth the Budget in
6 Paragraph A above, and any Budget adjustments thereafter, that CONTRACTOR'S administrative costs,
7 including any indirect expenses, shall not exceed ten percent (10%) of this Agreement's Max Ob less
8 any unallocated costs for Designated Special Projects/Services unless otherwise authorized in writing by
9 ADMINISTRATOR.

10 2. Each clinic subcontractor shall not exceed ten percent (10%) of its individual maximum
11 obligations for indirect/administrative expenses.

12 3. CONTRACTOR shall retain twenty percent (20%) of Brilogy Corporation's monthly
13 allocation related to the accelerated design and implementation of the CCPro.Net computer software at
14 Mission Hospital Camino Health Center pending completion, implementation, testing, and
15 documentation of the CCPro.Net software program. CONTRACTOR shall not release the retain funds
16 until approved, in writing, by ADMINSTRATOR.

17 4. CONTRACTOR, on a monthly basis, shall provide ADMINISTRATOR with copies of
18 Brilogy Corporation's request for payments including the portions requested for the accelerated design
19 and implementation of CCPro.Net and monthly support services.

20 C. CONTRACTOR shall provide a written narrative justifying each budget line item and for any
21 budget revisions thereafter. The narrative budget justification shall include all pertinent information as
22 required by ADMINISTRATOR. ADMINISTRATOR, following conversation with CONTRACTOR,
23 may redirect underexpenditures in any budget line item to the Designated Special Projects/Services
24 budget line item.

25 D. In the event CONTRACTOR earns interest on funds paid pursuant to this Agreement,
26 CONTRACTOR may make written application to ADMINISTRATOR to retain such interest, which
27 would be in addition to the Total Maximum Obligation as specified on Page 3 of this Agreement. The
28 application shall specify that the interest shall be utilized exclusively to provide services, either directly
29 or through subcontract, of the type required by this Agreement, and specify the services to be provided.
30 ADMINISTRATOR shall respond to the application in writing and, at its sole discretion, may approve
31 the application as presented, approve the application with modifications, request a revised application or
32 deny the application. If the application is approved, the ADMINISTRATOR shall specify the amount of
33 said interest to be retained and the services to be provided by CONTRACTOR or its subcontractors. If
34 the application is not approved, and no revised application is agreed upon, CONTRACTOR shall remit
35 all interest to COUNTY within thirty (30) days of ADMINISTRATOR'S request or report said income
36 during the Cost Report in accordance with the Cost Report Paragraph of this Agreement, whichever is
37 later.

II. PAYMENTS

1
2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the following provisional amounts
3 for the term of the Agreement. All payments are interim payments only, and subject to Final Settlement
4 in accordance with the Cost Report Paragraph of this Agreement for which CONTRACTOR shall be
5 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
6 payments does not exceed COUNTY'S Total Maximum Obligation and, provided further,
7 CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state and federal regulations.

8 1. \$46,088 per month for Administrative Costs.

9 2. \$34,084 per month for Program Support Services Costs for the period July 2008 through
10 December 2008.

11 3. \$20,083 per month for Program Support Services Costs for the period January 2009
12 through June 2009.

13 4. \$387,709 per month for Clinic Subcontracts Costs.

14 B. Designated Special Projects/Services – CONTRACTOR shall submit budget proposals for the
15 use of the funds set aside for designated special projects for review and approval by a committee
16 consisting of members from CONTRACTOR, ADMINISTRATOR, and the Health Funders Partnership.
17 CONTRACTOR shall include a narrative that includes but is not limited to; a project/services
18 description, the project/services costs, including payment schedule, project/services start and completion
19 time, and a listing of the deliverables to be provided. Final approval of said budget proposals shall rest
20 with ADMINISTRATOR and the Health Funders Partnership and may include, at discretion of
21 ADMINISTRATOR, funding of projects not proposed by CONTRACTOR. ADMINISTRATOR shall
22 notify CONTRACTOR, in writing, of the approved payment schedule for said additional services. All
23 payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report
24 Paragraph of this Agreement for which CONTRACTOR shall be reimbursed for the actual cost of
25 providing the services hereunder; provided, however, the total of such payments does not exceed
26 COUNTY'S Total Maximum Obligation and, provided further, CONTRACTOR'S costs are
27 reimbursable pursuant to COUNTY, state and federal regulations.

28 C. CONTRACTOR'S invoices shall be on forms approved or supplied by ADMINISTRATOR and
29 provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (10th)
30 working day of each month, and payments to CONTRACTOR should be released by COUNTY no later
31 than the tenth (10th) calendar day of the succeeding month; provided, however, that COUNTY is in
32 receipt of a correctly completed invoice form.

33 D. All billings to COUNTY shall be supported, at CONTRACTOR'S facility, by source
34 documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating
35 costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and
36 records of services provided.

37 //

1 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
2 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement, no later than
3 twenty (20) days following the end of the month being reported.

4 2. If, at any time, CONTRACTOR'S Expenditure and Revenue Reports indicate that the
5 provisional amount payments exceed the actual costs of providing services, ADMINISTRATOR may
6 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
7 year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual costs incurred
8 by CONTRACTOR. CONTRACTOR may reduce its payments to its clinic subcontractors as
9 appropriate or as may be requested by ADMINISTRATOR.

10 3. If, at any time, CONTRACTOR'S Expenditure and Revenue Reports indicate that the
11 provisional amount payments are less than the actual costs of providing services, ADMINISTRATOR
12 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
13 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the
14 year-to-date actual costs incurred by CONTRACTOR; provided, however, the total of such payments
15 does not exceed COUNTY'S Total Maximum Obligation, as stated on Page 3 of this Agreement.
16 CONTRACTOR may increase its payments to its clinic subcontractors as appropriate or as may be
17 requested by ADMINISTRATOR.

18 4. It is mutually agreed that CONTRACTOR'S cash on-hand for this Agreement should not
19 exceed fifteen percent (15%) of the Total Maximum Obligation as specified on Page 3 of this
20 Agreement, less any funds not yet allocated from Designated special Projects/Services.
21 ADMINISTRATOR, at its sole discretion, may withhold or delay payments from CONTRACTOR if the
22 monthly Expenditure and Revenue Reports shows a cash balance exceeding the threshold identified
23 above.

24 E. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
25 with any provision of this Agreement.

26 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
27 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or
28 specifically agreed upon in a subsequent Agreement.

30 **III. RECORDS**

31 A. RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial
32 records of its costs and operating expenses. Such records shall reflect the actual costs of the type of
33 service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
34 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall be
35 made in accordance with generally accepted principles of accounting.

36 //
37 //

3. Challenges identified and strategies for dealing with those challenges,
4. Assistance provided to clinics to achieve Federally Qualified Health Center (FQHC) and FQHC "look alike" approval,
5. Audits conducted and the results, and
6. A statement indicating whether or not CONTRACTOR and each subcontractor is progressing satisfactorily in achieving the terms of their respective Agreements, and if not, specifying what steps will be taken to achieve satisfactory progress.

D. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, additional financial and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR'S or any or all of its clinic subcontractors' activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) days for CONTRACTOR to respond.

V. SERVICES

A. CONTRACTOR shall provide services under this Agreement directly and through subcontracts with community clinics negotiated and developed in partnership with, and approved in writing by, ADMINISTRATOR. Said subcontracts shall be based on the results of the application and proposal processes specified herein.

B. ADMINISTRATIVE SERVICES - COMMUNITY CLINIC SERVICES

1. Community Clinic Services including Clinic Coordination and Continuing Clinic Program Support Services shall be provided for the period July 1, 2008 through June 30, 2009.

2. Technical Assistance (TA) and Training - CONTRACTOR shall provide Technical Assistance and Training to subcontractors throughout the term of the Agreement. Technical Assistance means operational or management assistance given to a community clinic and may include, but is not limited to: fundraising assistance, budgeting and financial planning, program planning, compliance, reporting requirements or other assistance. Technical Assistance may be offered directly by CONTRACTOR or through subcontracted organizations or individuals. CONTRACTOR shall complete a Technical Assistance and Training narrative report to ADMINISTRATOR on a quarterly basis and said report shall be submitted no later than thirty (30) days following the quarter being reported.

3 Subcontract Monitoring - CONTRACTOR, in partnership with ADMINISTRATOR, shall be responsible for monitoring each subcontract and submitting to ADMINISTRATOR a narrative report on a quarterly basis. Said report shall be submitted no later than thirty (30) days following the quarter being reported. Monitoring shall include, but not be limited to:

- a. Site visits made to each subcontractor as appropriate;
- b. Collection of, review of, and response to each subcontractor's monthly financial and quarterly programmatic status report;
- c. Collection of, review of, and response to subcontractors' evaluation data.

1 4. Subcontract, Amendments and Renewals - CONTRACTOR shall develop, in partnership
2 with ADMINISTRATOR, a process for distributing or re-distributing Tobacco Settlement Revenue
3 Funds among subcontractors both for the current contract term and the term of any subsequent
4 agreements.

5 5. CONTRACTOR shall establish a Quality Management Committee which shall develop
6 quality of care initiatives and work with clinic subcontractors to implement them. Membership of the
7 committee shall be determined by CONTRACTOR. As directed by ADMINISTRATOR, at a minimum,
8 said membership shall include ADMINISTRATOR.

9 6. Government Programs/Member Support - CONTRACTOR shall:

10 a. Monitor and coordinate each clinic's scope of work and financial reporting in relation
11 to the expansion of access to primary care health services.

12 b. Ensure there is no duplication or overlap of services in each clinic's proposed projects.

13 c. Act as liaison between clinics and CONTRACTOR staff.

14 d. Ensure tobacco cessation prevention and education materials, sessions, and counseling
15 activities are inherent in each clinic's program. CONTRACTOR shall also gather and provide clinics
16 with culturally appropriate materials to be used in cessation activities.

17 e. Serve as the community liaison for the clinics and participate in countywide committees
18 and advisory groups relevant to the TSR programs such as ADMINISTRATOR'S Tobacco Use
19 Prevention Program Coalition, TSR Community Clinic Subcommittee Advisory Board, System of Care
20 Committee, and Seniors and Disabled TSR Subcommittee.

21 f. Provide clinics with technical assistance in such areas as: financial management,
22 quality improvement, governance, and clinic operations.

23 g. Enhance and extend the content available to clinics under CONTRACTOR'S web-
24 enabled clearinghouse.

25 h. Provide training to member clinics in such topic areas as: financial stability, billing and
26 collections procedures, board development, fund development, human resources management, financial
27 management, and HIPPA Administrative Simplification. Assist clinics to achieve Federally Qualified
28 Health Center (FQHC) or FQHC "look-alike" approval.

29 i. Provide the services identified in 6.a. through 6h. above either directly by Coalition
30 staff or through subcontracted organizations or individuals.

31 j. Submit to ADMINISTRATOR, on a quarterly basis, a narrative report describing the
32 results of CONTRACTOR'S efforts as described in Subparagraphs V.B.6.a through V.B.6.i,
33 Government Programs/Members Support, listed above. Said report shall be submitted no later than thirty
34 (30) days following the quarter being reported.

35 7. Information Technology - CONTRACTOR shall:

36 a. Provide oversight and direction for the IT consultants to ensure effective and ongoing
37 maintenance of the CCPro system.

1 b. Accelerate completion of the design and implementation of the CCPro.Net computer
2 software at Mission Hospital Camino Health Center by December 31, 2008, pursuant to the task list and
3 time line submitted by Brilogy Corporation to CONTRACTOR on April 4, 2008.

4 c. Assist member clinics in securing cost effective and efficient computer hardware and in
5 obtaining software maintenance support.

6 d. Provide oversight and planning for all IT initiatives and activities as set forth by the
7 Information Technology Committee.

8 e. Centralize the data collection process.

9 f. Implement the IT Strategic Plan, including the following projects:

10 1) Clinic IT Infrastructure Support

11 2) Outcome Measurement Program

12 3) Support and development of CCPro

13 4) Clinic Training Program

14 5) CONTRACTOR'S "Extranet" web-enabled clearing house.

15 8. Health Policy/Fund Development - CONTRACTOR shall:

16 a. Assist member clinics in developing health policy messages.

17 b. Assist member clinics with fund development plans for sustainability of TSR projects.

18 c. Advocate for increased quality of care, access and coverage for the uninsured and
19 underinsured by educating a minimum of one (1) staff member per clinic about local legislators and
20 arrange one (1) site visit per year per clinic with a local legislator.

21 d. Assist clinics in staying informed about health policy issue developments that affect
22 their ability to continue or expand their primary care services through assistance with access to health
23 policy news and preparing discussion points.

24 e. Participate with clinics in the development and external evaluation of TSR program
25 outcomes.

26 f. Issue Funding and Health Policy Alerts on a weekly basis to increase clinics' awareness
27 of funding sources and pertinent health policy notices affecting community clinics. CONTRACTOR
28 shall provide technical assistance to clinics on funding applications including data gathering, budgets,
29 justifications, and scopes of work formats.

30 g. Submit to ADMINISTRATOR, on a quarterly basis, a narrative report describing the
31 results of CONTRACTOR'S efforts as described in Subparagraphs V.B.8.a through V.B.8.f, Health
32 Policy/Fund Development, listed above. Said report shall be submitted no later than thirty (30) days
33 following the quarter being reported.

34 9. Quality Management - CONTRACTOR shall:

35 a. Provide leadership, oversight, and planning for all Quality Program activities as set
36 forth by the Board of Directors and the Quality Program Committee.

37 //

1 b. Develop, implement, finalize, and update the Quality Program Plan to include Quality
2 Assurance components, Quality Improvement components, and Medical and Dental Provider Forums to
3 support and strengthen membership-wide quality of care.

4 c. In conjunction with a medical consultant, establish best practices recommendations,
5 assist clinics to meet core standards, facilitate peer review, and promote and facilitate continuing
6 medical education and other necessary trainings and workshops.

7 d. In conjunction with selected medical/dental consultants, the Director of Quality
8 Management will utilize outcomes measurement framework to track and monitor health outcomes for
9 target subsets of patients in order to identify improvement areas and enhance membership-wide quality
10 of care.

11 e. Facilitate a unified approach to the adoption of clinic-based quality of care standards.

12 f. Submit to ADMINISTRATOR, on a quarterly basis, a narrative report describing the
13 results of CONTRACTOR'S efforts as described in Subparagraphs V.D.9.a through V.D.9.e, Quality
14 Management, listed above. Said report shall be submitted no later than thirty (30) days following the
15 quarter being reported.

16 10. Financial Staff - CONTRACTOR shall:

17 a. Provide fiscal management services including budgetary monitoring, fund allocation,
18 and invoicing procedures for this Agreement and all clinic subcontracts.

19 b. Provide support to the member clinics on financial issues relating to TSR projects.

20 c. Shall submit to ADMINISTRATOR, on a quarterly basis, a narrative report describing
21 the results of CONTRACTOR'S efforts as described in Subparagraphs V.D.10.a through V.D.10.b,
22 Financial Staff, listed above. Said report shall be submitted no later than thirty (30) days following the
23 quarter being reported.

24 11. Performance Outcomes - CONTRACTOR shall achieve Clinic Coordination outcomes
25 including, but not limited to:

26 a. Update CONTRACTOR'S annual Quality Program Plan no later than January 31, 2009.

27 b. Update CONTRACTOR'S Health Policy Plan that is relevant and beneficial for the
28 preservation and advocacy of critical health care programs for community clinics by August 31, 2008.

29 c. Update, by August 31, 2008 CONTRACTOR'S Fund Development Plan that identifies
30 short and long term fund raising/development goals to support clinic collaborative funding streams to
31 promote sustainability of services.

32 d. Outcome Measures and related goals and indicators may be revised by mutual
33 agreement of CONTRACTOR and ADMINISTRATOR.

34 e. CONTRACTOR shall submit to ADMINISTRATOR, on a monthly basis, a narrative
35 report describing the results of CONTRACTOR'S efforts as described in Subparagraphs V.D.11.a
36 through V.D.11.d, Performance Outcomes, listed above. Said report shall be submitted no later than
37 twenty (20) days following the quarter being reported.

1 C. PROGRAM SUPPORT SERVICES

2 1. Information Technology: CONTRACTOR shall, on behalf of the member clinics, engage
3 the services of independent consultants to:

4 a. Further enhance ease of TSR reporting through quarterly upgrades of software,
5 including software enhancements, additional reporting capabilities and on-going software support; and

6 b. Maintain infrastructure support by offering a minimum of two (2) four-hour on-site
7 visits per clinic per month, in addition to acute service calls

8 c. CONTRACTOR shall submit to ADMINISTRATOR, on a monthly basis, a narrative
9 report describing the results of CONTRACTOR'S efforts as described in Subparagraphs V.C.1.a
10 through V.C.1.b, Information Technology, listed above. Said report shall be submitted no later than
11 twenty (20) days following the month being reported.

12 2. Quality Management (QM)

13 a. CONTRACTOR shall engage the services of a licensed physician "Medical
14 Consultant" who shall be responsible for leading and providing oversight of the Quality Management
15 Program and its' Medical Provider Forum component, addressing such issues as establishing best
16 practices, meeting core standards, facilitating peer review, and promoting and facilitating continuing
17 medical education opportunities. CONTRACTOR shall also engage a licensed "Dental Consultant" to
18 provide oversight and lead the Dental Provider Forum. The Medical and Dental Consultants may also
19 review the results of regulatory agency audits as needed and support clinics with appropriate program
20 planning.

21 b. CONTRACTOR'S Medical Consultant shall work in conjunction with the Quality
22 Management Director to provide oversight for tracking and monitoring health care outcomes for target
23 subsets of patients in selected high-risk areas in order to identify improvement areas, devise
24 improvement strategies, create methods to share best practices among member clinics, and enhance
25 membership-wide quality of care.

26 c. Transition from work teams to membership-wide diabetes study - CONTRACTOR
27 shall continue its work throughout the year to maximize demonstration of best practices to all clinics in
28 the following high-risk area: Diabetes Mellitus. Create data collection and analysis methodology using
29 national standards to identify patients with a diagnosis of diabetes mellitus. Data collection will be
30 conducted for all patients that meet the inclusion criteria. Data analysis reports will be presented to
31 member clinics. Analysis will identify best practices and areas requiring improvement. Quality
32 Improvement plans, training and support will be provided to member clinics.

33 d. In conjunction with the Director of Quality Management, utilize data collection and
34 analysis methodology to track and monitor health outcomes for target subsets of patients in order to
35 identify improvement areas and enhance membership-wide quality of care.

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1 3. Fiscal Monitoring: CONTRACTOR shall engage the services of an auditor to audit
2 selected clinic subcontractors during the year to ensure compliance with generally accepted accounting
3 principles and proper financial controls.

4 4. Evaluation: CONTRACTOR'S TSR Manager shall evaluate the effectiveness of the
5 services provided by the subcontracted clinics.

6 a. RFA (Request for Applications) Development: CONTRACTOR shall facilitate the
7 solicitation, review and RFA process for clinic programs seeking TSR funding. CONTRACTOR shall
8 also facilitate the External Review Committee process if applicable per the methodology selected and
9 agreed upon by CONTRACTOR and ADMINISTRATOR.

10 b. CONTRACTOR shall engage the services of a consultant to facilitate the subcontract
11 process in a timely manner.

12 5. Strategic Plan Consultant: CONTRACTOR, with concurrence of ADMINISTRATOR,
13 shall agree on which recommendations of the Strategic Plan consultant to implement and shall agree on
14 the approach timeline, which timeline may extend beyond the term of this Agreement, and any necessary
15 funding for implementation of said recommendations may, upon approval of ADMINISTRATOR, be
16 allocated from the Designated Special Projects/Services budget, with the overall goal of enhancing
17 CONTRACTOR'S effectiveness.

18 6. Designated Special Projects/Services: CONTRACTOR shall provide services as approved
19 by ADMINISTRATOR in accordance with subparagraph II.B of this Exhibit A to this Agreement.

20 D. COMPETITIVE COLLABORATIVE PROGRAMS

21 1. For all programs, CONTRACTOR shall request proposals from all community clinics for
22 funding intended to expand or develop new program services.

23 2. For competitive programs, proposals shall be reviewed with Community Board of Directors
24 selected by CONTRACTOR'S Member Clinics. At ADMINISTRATOR'S discretion, CONTRACTOR
25 shall include ADMINISTRATOR in the review process.

26 3. Each subsequent subcontract shall be effective for the period July 1, 2007 through
27 June 30, 2008.

28 E. CORE OPERATING/EXPANDED ACCESS SERVICE PROGRAMS

29 1. Core Operating Service/Expanded Access programs are programs that clinics designed to
30 either replace "Service Gap" programs funded in prior fiscal years and /or programs that addressed
31 critical health care needs as determined by each community clinic's evaluation of their service area
32 needs. These programs may include continuation of "Oral Health Collaborative" programs funded in
33 prior years.

34 2. Each Core Operating Support Program subcontract shall include tobacco use prevention and
35 cessation activities, performance outcomes, and a description of how those outcomes shall be monitored
36 and evaluated.

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1 3. PROPOSALS

2 a. CONTRACTOR shall allocate funding to each of the individual clinics based on the
3 following formula: 50% of the identified funding is divided equally among all the clinics, and the
4 remaining 50% is allocated to each clinic based on each clinic's Uncompensated Care and Client
5 Encounters, as reported to the Office of Statewide Health and Planning Department (OSHPD) for the
6 four quarters ending December 31, 2007, the latest full year of data available. Each clinic must submit a
7 proposal on how it will spend its allocation, based on the aforementioned formula, to CONTRACTOR
8 for review before final review and approval by ADMINISTRATOR, for Core Operating Support
9 Program Services projects in the following areas:

- 10 1) Primary Care
11 2) Dental Health
12 3) Mental Health
13 4) Health Education and Prevention

14 b. OUTCOMES

15 1) Outcomes for the services listed in E.3.a.1), E.3.a.2), and E.3.a.3) above shall
16 include, but not be limited to, patient access and improved services.

17 2) Outcomes for the services listed in E.3.a.4) above shall include, but not be limited
18 to, improved knowledge with a focus on smoking cessation, wellness, nutrition, and healthy lifestyle
19 choices, particularly among adolescents.

20 3) Outcomes for the services listed in E.3.a.1), E.3.a.2), E.3.a.3), and E.3.a.4) above
21 shall be reported on a monthly basis by CONTRACTOR to ADMINISTRATOR no later than thirty
22 (30) days following the end of the month being reported.

23 4. Proposals shall be reviewed by CONTRACTOR and ADMINISTRATOR staff.

24 5. Each subcontract shall be effective for the period July 1, 2008 through
25 June 30, 2009.

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

32 G. ADMINISTRATOR shall review and approve in advance all subcontracts entered into by
33 CONTRACTOR.

34 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
35 services to be provided in this Agreement.

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1 I. PATENTS AND COPYRIGHT MATERIALS

2 1. CONTRACTOR agrees that any and all "works of authorship," as defined in 17 U.S.C.A.,
3 Section 102(a) which are created, produced, developed, or delivered as part of this Agreement, whether
4 or not published, which can be considered "works made for hire" per 17 U.S.C.A., Section 101, shall be
5 considered works made for hire. CONTRACTOR also agrees that the copyright to any and all such
6 works made for hire under this Agreement, whether published or unpublished, belongs to COUNTY
7 from the moment of creation as that term is defined in 17 U.S.C.A., Section 101. CONTRACTOR
8 agrees that COUNTY shall have a royalty-free, non-exclusive right to use, reproduce, and disseminate
9 all such materials.

10 2. CONTRACTOR also agrees and does hereby grant to COUNTY for all purposes a royalty-
11 free, non-exclusive, and irrevocable license throughout the world to reproduce, to prepare derivative
12 works, to distribute copies, to perform, to display or to otherwise use, duplicate, or dispose of any work,
13 data or material in any manner which is created, produced, developed, or delivered as part of this
14 Agreement but which is not considered a "work made for hire." CONTRACTOR agrees that the
15 COUNTY shall have authority to grant such license to others.

16 3. CONTRACTOR also agrees that when CONTRACTOR enters into any agreements with
17 other parties to perform the work required under this Agreement that CONTRACTOR shall require that
18 each agreement include clauses granting the COUNTY:

19 a. A copyright interest in any works created, produced, developed, or delivered as "works
20 made for hire"; and

21 b. A royalty-free, non-exclusive, and irrevocable license throughout the world to
22 reproduce, to prepare derivative works, to distribute copies, to perform, to display or to otherwise use,
23 duplicate, or dispose of "works made for hire" or, any work, data or material "not made for hire" under
24 this Agreement.

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26 VI. STAFFING

27 A. CONTRACTOR shall, for the period July 1, 2008 through June 30, 2009, provide the following
28 staffing, expressed in approximate Full-Time Equivalent (FTEs), which shall be equal to an average of
29 forty (40) hours per week, for the administration of services provided hereunder:

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Exhibit 2. Original Agreement for Community Clinic Services
with the Coalition of Orange County Community Clinics

| 1 | POSITION | FTEs |
|----|-------------------------------------|------|
| 2 | ADMINISTRATION | |
| 3 | Chief Executive Officer | 0.40 |
| 4 | Controller | 0.55 |
| 5 | Director of Information Technology | 0.40 |
| 6 | Administrative Services Manager | 0.60 |
| 7 | IT Project Manager – CCPro | 0.60 |
| 8 | IT Project Manager - Infrastructure | 0.50 |
| 9 | Accounting Clerk | 0.60 |
| 10 | TSR Program Manager | 1.00 |
| 11 | Clinical Quality Studies Analyst | 0.35 |
| 12 | Director of Quality Management | 0.60 |
| 13 | Development and Program Manager | 0.20 |
| 14 | Quality Program Assistant | 0.60 |
| 15 | TOTAL FTEs | 6.40 |

16 B. In addition, CONTRACTOR shall engage the services of a physician Medical Consultant, a
17 dentist Dental Consultant, and selected additional medical/dental consultants as deemed necessary by
18 CONTRACTOR.

19 C. CONTRACTOR and its subcontractors shall provide services pursuant to this Agreement in a
20 culturally competent manner by recruiting, hiring and maintaining staff who can provide services to the
21 diverse population served under this Agreement. CONTRACTOR shall provide services in a language
22 appropriate and culturally sensitive manner, in a setting accessible to diverse communities. Cultural
23 diversity includes ethnicity, age, sexual orientation, gender, and persons who are physically challenged.
24 CONTRACTOR shall document its efforts to provide services in a culturally competent manner.
25 Documentation may include, but not be limited to, the following: records in personnel files attesting to
26 the efforts made in recruitment and hiring practices, and participation in COUNTY sponsored and other
27 cultural competency training; the availability of literature in multiple languages/formats as appropriate;
28 and identification of measures taken to enhance accessibility for, and sensitivity to, physically
29 challenged communities.

30 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
31 any staffing vacancies that occur during the term of this Agreement.

32 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify any of the
33 requirements described in this Staffing paragraph.

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