

AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
AND

~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER~~

~~JULY 1, 2012~~ THE REGENTS OF THE UNIVERSITY OF CALIFORNIA A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER – SANTA ANA AND UC IRVINE FAMILY HEALTH CENTER – ANAHEIM

APRIL 8, 2014 THROUGH JUNE 30, ~~2013~~2014

THIS AGREEMENT (~~Agreement~~) entered into this ~~22nd~~8th day of ~~May 2012~~April 2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER~~ THE REGENTS OF THE UNIVERSITY OF CALIFORNIA A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER – SANTA ANA AND UC IRVINE FAMILY HEALTH CENTER – ANAHEIM (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, CONTRACTOR is an Orange County Federally Qualified Health Center that has been licensed and/or designated to provide specific services as defined and described in Exhibit A to this Agreement; and

WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and

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

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

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of direct medical, dental, and/or mental health services described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and

1 conditions hereinafter set forth:

2 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

~~Master Agreement Term: July 1, 2012~~ April 8, 2014 through June 30, ~~2013~~ 2014

~~CONTRACTOR'S Term: July 1, 2012 through June 30, 2013~~

~~Aggregate Maximum Obligation:~~ _____ ~~\$4,266,948~~ \$90,000

~~Basis for Reimbursement:~~ _____ ~~Fee for Service~~

~~Payment Method:~~ _____ ~~Fee for~~ For Service

Notices to COUNTY and ~~SUBCONTRACTOR~~ CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
405 West ~~Fifth~~ 5th Street, Suite 600
Santa Ana, CA 92701 ~~4637~~

~~CONTRACTOR: The Regents of the University of California, a California Constitutional Corporation On Behalf of UC Irvine Family Health Center~~

~~ATTN: Susan Rayburn, Chief Contracting Officer~~
~~101 The City Drive South~~
~~Orange, CA 92868~~

~~CONTRACTOR'S Insurance Coverages:~~

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability, including coverage	\$1,000,000 per occurrence
for owned, non-owned and hired vehicles	
Workers' Compensation	Statutory

I. ~~ACRONYMS~~ ACRONYMS

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

- A. ACH Acute Care Hospital
- B. ARRA American Recovery and Reinvestment Act
- ~~C. B. ASRS Alcohol and Drug Programs Reporting System~~
- D. BH Base Hospital
- ~~E. C. CCC California Civil Code~~
- ~~F. D. CCR California Code of Regulations~~
- G. CERC Children’s Emergency Receiving Center
- H. CEO County Executive Office
- ~~I. E. CFR Code of Federal Regulations~~
- ~~J. F. CHPP COUNTY HIPAA Policies and Procedures~~
- ~~K. G. CHS Correctional Health Services~~
- L. COI Certificate of Insurance
- ~~M. H. D/MC Drug/Medi-Cal~~
- N. DHCS ~~I. DMH Department of Mental Health Care Services~~
- ~~O. J. DPFS Drug Program Fiscal Systems~~
- ~~P. K. DRS Designated Record Set~~
- ~~Q. L. EAPC Expanded Access to Primary Care~~
- ~~M. FPACT Family Planning, Access, Care and Treatment Program~~
- ~~N. FPL Federal Poverty Level~~
- ~~O. FQHC Federally Qualified ePHI Electronic Protected Health~~
- ~~Clinic~~ Information
- R. ERC Emergency Receiving Center
- S. GAAP Generally Accepted Accounting Principles
- ~~T. P. HCA Health Care Agency~~
- ~~U. Q. HHS Health and Human Services~~
- V. ~~R. HIPAA Health Insurance Portability and Accountability Act of 1996,~~
- Public Law 104-191
- ~~W. S. HSC California Health and Safety Code~~
- X. ISO Insurance Services Office
- ~~Y. T. MHP Mental Health Plan~~
- ~~Z. U. OCJS Orange County Jail System~~
- ~~AA. V. OCPD Orange County Probation Department~~
- ~~AB. W. OCR Office for Civil Rights~~
- ~~AC. X. OCSD Orange County Sheriff’s Department~~

1	AD.	OCEMS	Orange County Emergency Medical Services
2	AE.	OC-MEDS	Orange County Medical Emergency Data System
3	AF.	Y.	OIG Office of Inspector General
4	AG.	Z.	OMB Office of Management and Budget
5	AH.	AA.	OPM Federal Office of Personnel Management
6	AL	PA DSS	AB. PADSS Payment Application Data Security Standard
7	AJ.	AC.	PC State of California Penal Code
8	AK.	AD.	PCI DSS Payment Card Industry Data Security Standard
9	AL.	AE.	PHI Protected Health Information
10	AM.	AF.	PII Personally Identifiable Information
11	AN.	AG.	PRA Public Record Act
12	AO.	PTRC	Paramedic Trauma Receiving Center
13	AP.	SIR	Self-Insured Retention
14	AQ.	The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
15			
16	AR.	AH.	TSR Tobacco Settlement Revenue
17	AI.	USC	United States Code
18	AJ.	AS.	WIC State of California Welfare and Institutions Code

II. ~~ALTERATION OF TERMS~~ ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit~~ Exhibits A, attached hereto and incorporated herein ~~by reference~~, fully expresses ~~all the complete~~ understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for these purposes. No~~.

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

III. COMPLIANCE

~~A. COMPLIANCE PROGRAM-~~

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

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant HCA policies and procedures relating to ADMINISTRATOR's Compliance Program.

~~2. Covered Individuals includes all contractors, subcontractors, agents, HCA's Code of Conduct and other persons who provide health care items or services or who perform billing or coding~~

~~functions on behalf of HCA. Notwithstanding the above, this term does not include part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's General Compliance Program and related policies and procedures Trainings.~~

~~32.~~ CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program ~~has~~ and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in subparagraphs ~~A.4., A.5., A.6., and A.7.~~ below.

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

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

~~5.~~ ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct contains all required elements.- CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

~~65.~~ Upon written confirmation from ADMINISTRATOR's Compliance Officer that ~~CONTRACTOR's~~ the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

~~76.~~ Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.

B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and procedures and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as ~~defined hereunder.~~ pursuant to this Agreement. Screening shall be conducted against the General Services Administration's ~~List of Parties Excluded from Federal Programs~~ Parties List System or System for Award Management, the Health and Human Services/~~OIG~~ Office of Inspector General List of Excluded Individuals/Entities, and

1 the California Medi-CAL Cal Suspended and Ineligible Provider List and/or any other as identified by
2 the ADMINISTRATOR.

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

13 2. An ~~1.~~ Ineligible Person shall be any individual or entity who:

14 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~
15 federal and state health care programs; or

16 //

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

20 ~~23.~~ CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
21 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
22 Agreement.

23 ~~3. If CONTRACTOR is a non-public institution, 4.~~ CONTRACTOR shall screen all
24 current Covered Individuals and subcontractors ~~semi-annually (January and July)~~ to ensure that they
25 have not become Ineligible Persons. ~~If CONTRACTOR is a public institution, CONTRACTOR shall~~
26 ~~screen all current Covered Individuals and subcontractors annually in July.~~ CONTRACTOR shall also
27 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
28 federal and State of California health programs and have not been excluded or debarred from
29 participation in any federal or state health care programs, and to further represent to CONTRACTOR
30 that they do not have any Ineligible Person in their employ or under contract directly providing services
31 relative to this Agreement.

32 ~~45.~~ Covered Individuals shall be required to disclose to CONTRACTOR immediately any
33 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
34 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
35 Individual providing services directly relative to this Agreement becomes debarred, excluded or
36 otherwise becomes an Ineligible Person.

37 ~~56.~~ CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal

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

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

13 ~~7. CONTRACTOR shall promptly return any overpayments within in forty five (45) days after~~
14 ~~the overpayment is verified by the ADMINISTRATOR.~~

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

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

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

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

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

26 ~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence~~
27 ~~by ADMINISTRATOR’s employees and contract providers.~~

28 D ~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of~~
29 ~~ADMINISTRATOR’s Code of Conduct.~~

30 ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are~~
31 ~~made aware of ADMINISTRATOR’s Code of Conduct.~~

32 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or~~
33 ~~establish its own provided CONTRACTOR’s Code of Conduct has been approved by~~
34 ~~ADMINISTRATOR’s Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8.~~
35 ~~below.~~

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

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

~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Code of Conduct.~~

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

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

~~E. 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 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 CONTRACTOR and 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 ~~CONTRACTOR~~ members of the

1 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
 2 volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain
 3 the confidentiality of any and all information and records which may be obtained in the course of
 4 providing such services. ~~The agreement~~ This Agreement shall specify that it is effective irrespective of
 5 all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its
 6 designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

8 V. ~~COST REPORT~~ COST REPORT

9 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
 10 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
 11 with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally accepted accounting~~
 12 ~~principles~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall
 13 allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in
 14 accordance with such requirements and consistent with prudent business practice, which costs and
 15 allocations shall be supported by source documentation maintained by CONTRACTOR, and available at
 16 any time to ADMINISTRATOR upon reasonable notice.

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

20 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
 21 business day after the above specified due date that the accurate and complete Cost Report is not
 22 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
 23 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
 24 CONTRACTOR.

25 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 26 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
 27 Report is delivered to ADMINISTRATOR.

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

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

36 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
 37 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR

1 shall document that costs are reasonable and allowable and directly or indirectly related to the services to
2 be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

3 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
4 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
5 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
6 COUNTY which are not reimbursable pursuant to applicable federal, state and ~~county~~COUNTY laws,
7 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
8 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
9 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar

10 #
11 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
12 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 to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
16 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
17 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
18 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
19 amount owed CONTRACTOR by an amount not to exceed the 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. All Cost Reports 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 executed the accompanying Cost Report and
28 supporting documentation prepared by _____ for the cost report period
29 beginning _____ and ending _____ and that, to the best of my
30 knowledge and belief, costs reimbursed through this Agreement are reasonable and
31 allowable and directly or indirectly related to the services provided and that this Cost
32 Report is a true, correct, and complete statement from the books and records of
33 (provider name) in accordance with applicable instructions, except as noted. I also
34 hereby certify that I have the authority to execute the accompanying Cost Report.

35
36 Signed _____
37 Name _____

Title _____
Date _____ "

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

~~1. Step 1: If CONTRACTOR has incurred a late penalty, CONTRACTOR's Maximum Obligation shall be adjusted by the amount of the late penalty.~~

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

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

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

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

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

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

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

~~a) If the amount due CONTRACTOR meets or exceeds CONTRACTOR's Maximum Obligation, ADMINISTRATOR shall process CONTRACTOR's invoice for services~~

1 provided in June, and shall advise CONTRACTOR of the ability to submit an invoice for any additional
2 units of service which may not have been claimed during the term of the Agreement, up to the
3 CONTRACTOR's Maximum Obligation.

4 ~~_____ b) If the amount due CONTRACTOR is less than CONTRACTOR's Maximum
5 Obligation, and monies are owed CONTRACTOR, ADMINISTRATOR shall process
6 CONTRACTOR's invoice for services provided in June up to the amount owed based on the
7 calculations in the Cost Report. CONTRACTOR's Maximum Obligation shall be adjusted and the
8 difference between the amount paid CONTRACTOR.~~

9 ~~_____ c) If the amount due CONTRACTOR is less than CONTRACTOR's Maximum
10 Obligation, and monies are owed COUNTY, CONTRACTOR shall remit the difference to COUNTY.
11 Such reimbursement shall be made, in cash with the submission of the Cost Report. If such
12 reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the
13 #~~

14 ~~Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
15 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

16 ~~_____ b. For each service type, if CONTRACTOR's actual units of service are less than the
17 targeted number of Unfunded Patient visits specified for CONTRACTOR, one of the following shall
18 apply:~~

19 ~~_____ 1) If CONTRACTOR was determined to meet the conditions of Step 2.a,
20 ADMINISTRATOR shall multiply the actual number of units provided by CONTRACTOR by the rates
21 per service specified in Paragraph II.A of this Exhibit A to the Agreement to determine the amount due
22 CONTRACTOR. ADMINISTRATOR shall process CONTRACTOR's payment for services provided
23 in June up to the amount owed based on the calculations in the Cost Report~~

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

27 ~~_____ a) If the amount due CONTRACTOR meets or exceeds the amount
28 CONTRACTOR has been paid year to date, ADMINISTRATOR shall process CONTRACTOR's
29 payment for services provided in June up to the amount owed based on the calculations in the Cost
30 Report, not to exceed CONTRACTOR's Maximum Obligation.~~

31 ~~_____ b) If the amount due CONTRACTOR is less than the amount CONTRACTOR
32 has been paid year to date, and monies are owed COUNTY, CONTRACTOR shall remit the difference
33 to COUNTY. Such reimbursement shall be made, in cash with the submission of the Cost Report. If
34 such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of
35 the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed
36 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

VI. DELEGATION, ASSIGNMENT ~~AND~~ AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by CONTRACTOR 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 under subcontract, and include any provisions that ADMINISTRATOR may require. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. This provision shall not be applicable to service agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, or professional services. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~ 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. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~B. For CONTRACTORS which are~~ 1. If CONTRACTOR is a nonprofit ~~corporations~~ 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 clinic/health center to a Federally Qualified Health ~~Clinic~~ Center and has been so designated by the ~~Federal Government~~. Any attempted assignment or delegation in derogation of this ~~paragraph~~ subparagraph shall be void. ~~ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.~~

~~C. For CONTRACTORS which are~~ 2. If CONTRACTOR is a for-profit ~~organizations~~ 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 ~~CONTRACTOR's directors~~ 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 ~~paragraph~~ 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

1 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
2 subparagraph shall be void.

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

7 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
8 means of subcontracts, provided such subcontracts are approved in advance, in writing by
9 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
10 under subcontract.

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

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

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

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

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26 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

27 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
28 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
29 consultants performing work under this Agreement meet the citizenship or alien status requirement set
30 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, and shall use
31 its best efforts to obtain, from subcontractors and consultants performing work hereunder, all
32 verification and other documentation of employment eligibility status required by federal or state statutes
33 and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8
34 U.S.C. USC §1324 et seq., as they currently exist and as they may be hereafter amended.
35 CONTRACTOR shall retain all such documentation for all covered employees, subcontractors, and
36 consultants for the period prescribed by the law.

VIII. FACILITIES, PAYMENTS AND SERVICES

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

B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and administrative capabilities required to carry out its duties and responsibilities under this Agreement and in accordance with all applicable statutes and regulations pertaining to clinic service providers.

#

IX. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with Counsel approved in writing by COUNTY, which approval shall not be unreasonably held, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (~~“(COUNTY INDEMNITEES”)~~) harmless from any claims, demands, ~~including defense costs,~~ or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement; but only in proportion to and to the extent such claims, demands, including defense costs, or liability are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

~~— C.~~

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

1 C. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 2 required insurance, or maintain a program of self-insurance at ~~D. Without limiting~~
 3 CONTRACTOR's ~~indemnification, CONTRACTOR attests~~ expense and to submit to COUNTY the
 4 COI, including all endorsements required herein, necessary to satisfy COUNTY that ~~it is self-insured or~~
 5 ~~shall maintain in force at all times~~ the insurance provisions of this Agreement have been complied with
 6 and to maintain such insurance coverage or maintain equivalent self-insurance during the entire term of
 7 this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant
 8 to this Agreement shall obtain insurance or equivalent self-insurance subject to the same terms and
 9 conditions as set forth herein for CONTRACTOR.

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

15 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
 16 Agreement, COUNTY may terminate this Agreement.

17 F. ~~the~~ QUALIFIED INSURER

18 1. The policy or policies of insurance ~~covering its operations placed with reputable insurance~~
 19 ~~companies in amounts as specified~~, if not self-insured, must be issued by an insurer licensed to do
 20 business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure
 21 A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the
 22 Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

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

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36 G. ~~Referenced Contract Provisions of this Agreement. Upon request by ADMINISTRATOR, The~~
 37 policy or policies of insurance, or equivalent self-insurance maintained by CONTRACTOR shall

provide ~~evidence of such insurance.~~ the minimum limits and coverage as set forth below:

~~E. All insurance policies except Workers' Compensation and Employer's~~

Coverage	Minimum Limits
Commercial General Liability;	\$5,000,000 per occurrence
	\$5,000,000 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	\$3,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

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

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

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

~~2. "It is agreed An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.~~

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall ~~apply in~~ excess of, and ~~not contribute with, insurance provided by this policy.~~ non-contributing.

~~3. "This~~ J. All insurance policies required by this Agreement shall ~~not be cancelled, limited~~ waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the

1 scope of their appointment or ~~non-renewed until after~~ employment.

2 //

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

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

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

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

13 O. Throughout the term of this AGREEMENT and upon written ~~notice has been given to Orange~~
14 ~~County HCA/Contract Development and Management, 405 West 5th Street, Suite 600, Santa Ana, CA~~
15 ~~92701-4637.~~ mutual agreement between COUNTY and CONTRACTOR, the insurance minimum limits
16 and coverage as set forth in Subparagraph VIII.H. above may be increased or decreased. Any increase or
17 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
18 protect COUNTY.

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

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

27 R. SUBMISSION OF INSURANCE DOCUMENTS

28 1. The COI and endorsements shall be provided to COUNTY as follows:

29 a. Prior to, or at the time of, execution of this Agreement.

30 b. No later than the expiration date for each policy.

31 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
32 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

33 2. The COI and endorsements shall be provided to the COUNTY at the address ~~F.~~

34 ~~—Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be~~
35 ~~mailed to COUNTY~~ as referenced in the Referenced Contract Provisions of this Agreement.

36 ~~—G~~ 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
37 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have

sole discretion to impose one or both of the following:

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

b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

d. Notwithstanding the above, endorsements shall not be required in the case of self-insurance.

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

S. COUNTY warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability, and property damage. Upon request by CONTRACTOR, COUNTY shall provide evidence of such insurance coverage.

X. INSPECTIONS AND AUDITS

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

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

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

~~D~~ C. AUDIT RESPONSE

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

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

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

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

XI. LICENSES AND LAWS

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

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

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

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

16
17 ~~D~~E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

XII. LITERATURE AND ADVERTISEMENTS

A. Any written information or literature, including educational and/or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement shall indicate that CONTRACTOR's services are supported must be approved at least thirty (30) calendar days in advance and in writing by ~~federal, state and COUNTY funds, as appropriate.~~ ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written materials ~~as well as~~ shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet.

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

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

XIII. MAXIMUM OBLIGATION

The ~~Aggregate~~ Maximum Obligation of COUNTY for services provided in accordance with ~~all agreements for Community Clinic Services is~~ this Agreement as specified in the Referenced Contract Provisions of this Agreement. ~~This specific Agreement with CONTRACTOR is only one of several Agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR shall only be a fraction of this Aggregate Maximum Obligation.~~

XIV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national

1 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
 2 ~~CONTRACTOR shall attest that the evaluation and treatment of employees and applicants for~~
 3 ~~employment are free from discrimination.~~ Additionally, during the term of this Agreement,
 4 CONTRACTOR and its Covered Individuals shall make their best efforts to require in its subcontracts
 5 that subcontractors shall not unlawfully discriminate against any employee or applicant for employment
 6 because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
 7 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

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

12 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 13 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 14 the provision of benefits.

15 4. ~~There shall be posted~~ CONTRACTOR shall post in conspicuous places, available to
 16 employees and applicants for employment, notices from ADMINISTRATOR and/or the United States
 17 Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity
 18 clause.

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

25 ~~3//~~

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~~ Paragraph and shall post copies of the notice in conspicuous places
 30 available to 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, ~~color~~, 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
 37 (42 U.S.C.A. USC §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. USC §6101); and Title 9,

1 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, as applicable,
2 and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by
3 state law and regulations, as all may now exist or be hereafter amended or changed.

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

7 ~~a~~1. Denying a client or potential client any service, benefit, or accommodation.

8 ~~b~~2. Providing any service or benefit to a client which is different or is provided in a
9 different manner or at a different time from that provided to other clients.

10 ~~e~~3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
11 by others receiving any service or benefit.

12 ~~d~~4. Treating a client differently from others in satisfying any admission requirement or
13 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
14 any service or benefit.

15 ~~e~~5. Assignment of times or places for the provision of services.

16 ~~2. Complaint Process~~ C. COMPLAINT PROCESS CONTRACTOR shall
17 establish procedures for advising all clients through a written statement that
18 ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging
19 discrimination in the delivery of services with CONTRACTOR, ~~ADMINISTRATOR, or the~~
20 ~~U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement~~
21 ~~shall advise clients of the following:~~ subcontractor, and ADMINISTRATOR.

22 ~~a. In those cases where the client's complaint is filed initially with the OCR, the OCR may~~
23 ~~proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the~~
24 ~~investigation.~~

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

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

32 CD. PERSONS WITH DISABILITIES CONTRACTOR ~~agrees~~ and/or subcontractor agree to
33 comply with the provisions of ~~§Section~~ 504 of the Rehabilitation Act of 1973, as amended, (29
34 ~~U.S.C.A.~~ USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities
35 Act of 1990 (42 ~~U.S.C.A.~~ USC 12101, et seq.), as applicable, pertaining to the prohibition of
36 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
37 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together

1 with succeeding legislation.

2 ~~DE~~. RETALIATION ~~—~~ Neither CONTRACTOR nor subcontractor, nor its employees or agents;
3 shall intimidate, coerce; or take adverse action against any person for the purpose of interfering with
4 rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
5 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
6 enforce rights secured by federal or state law.

7 ~~EF~~. In the event of ~~noncompliance~~ non-compliance with this paragraph or as otherwise provided by
8 federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and
9 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
10 state; or ~~COUNTY~~ county funds.

11
12 **XV. NOTICES**

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

- 15 1. When written and deposited in the United States mail, first class postage prepaid and
16 addressed as specified in the Referenced Contract Provisions of this Agreement; ~~or~~ as otherwise directed
17 by ADMINISTRATOR; ~~or~~
18 2. When faxed, transmission confirmed; ~~or~~
19 3. When sent by Email; or
20 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
21 Service, or other expedited delivery service.

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

26 #
27 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
28 becoming aware of any occurrence of a serious nature; which may expose COUNTY to liability. Such
29 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
30 damage to any COUNTY property in possession of CONTRACTOR.

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

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37 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

4 ~~1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),~~
5 ~~75055(a), 75343(a), and 77143(a).~~

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

7 ~~3. Title 45 Code of Federal Regulation (CFR), §164.501; §164.524; §164.526; §164.530(e)~~
8 ~~and (j).~~

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

12 C. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or
13 disclosure of ~~protected health information~~ PHI made in violation of federal or state regulations and/or
14 COUNTY policies.

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

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

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

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

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

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

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

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

35 1. Have documents readily available within ~~twenty-four (24)~~ forty-eight (48) hour notice of a
36 scheduled audit or site visit.

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

1 ~~in a manner to be determined by CONTRACTOR, consistent with CONTRACTOR's electronic records~~
 2 ~~security policy and federal and state law.~~

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

5 ~~HG.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 6 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY~~ immediately ~~by telephone call plus~~
 7 ~~email or fax~~ upon the discovery of a ~~breach~~ Breach of ~~privacy~~ unsecured PHI and/or ~~security of PII~~
 8 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~
 9 ~~faesimile.~~

10 ~~IH.~~ CONTRACTOR may be required to pay any costs associated with a ~~breach~~ Breach of privacy
 11 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR
 12 shall pay any and all such costs arising out of a ~~breach~~ Breach of privacy and/or security of PII and/or
 13 PHI.

14 ~~J//~~

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

19 ~~K~~ J. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
 20 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

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

29 ~~MN.~~ If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
 30 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
 31 CONTRACTOR.

32 ~~NO.~~ CONTRACTOR may be required to retain all records involving litigation proceedings and
 33 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

34 ~~O~~ P. CONTRACTOR, unless CONTRACTOR is a public institution, shall notify
 35 ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight
 36 (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the
 37 PRA request.

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

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8 **XVII. RESEARCH AND PUBLICATION**

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

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16 **XVIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

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

30 C. CONTRACTOR shall comply and make best efforts to verify that its contractors comply with
31 all other federal and State of California laws for minimum wage, overtime pay, record keeping, and
32 child labor standards pursuant to providing services pursuant to this Agreement.

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

XIX. 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.

XX. SPECIAL PROVISIONS

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

~~1. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

~~2. Making cash payments to intended recipients of services through this Agreement.~~

~~3. Contracting or subcontracting with any entity other than a public or nonprofit private entity.~~

~~4. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).~~

~~5. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at www.opm.gov.~~

~~6. Fundraising.~~

~~7. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff or members of the Board of Directors.~~

~~8. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.~~

~~9. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.~~

~~10. Producing any information that promotes responsible use, if the use is unlawful, of drugs or alcohol.~~

~~11. Promoting the legalization of any drug or other substance included in Schedule 1 of §202 of the Controlled Substance Act (21 USC 812).~~

~~12. Distributing or aiding in the distributing of sterile needles or syringes for the hypodermic injection of any illegal drug.~~

~~13. Assisting, promoting, or deterring union organizing.~~

~~14. Severance pay for separating employees.~~

~~15. Paying rent and/or lease costs for a facility prior to the facility meeting all required building~~

1 ~~codes and obtaining all necessary building permits for any associated construction.~~

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

4 ~~— 1. Purchasing or improving land, including constructing or permanently improving any~~
5 ~~building or facility, except for tenant improvements.~~

6 ~~— 2. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~
7 ~~CONTRACTOR’s participants.~~

8 ~~— 3. Funding travel or training (excluding mileage or parking) not approved by~~
9 ~~ADMINISTRATOR.~~

10 ~~— 4. Making phone calls outside of the local area unless documented to be directly for the~~
11 ~~purpose of participant care.~~

12 ~~— 5. Payment for grant writing, consultants, Certified Public Accounting, or legal services not~~
13 ~~approved in advance by ADMINISTRATOR.~~

14 ~~— 6. 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 ~~— C. Neither party shall be responsible for delays or failures in performance resulting from acts~~
17 ~~beyond control of the offending party. Such acts shall include, but not be limited to, acts of God, fire,~~
18 ~~flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight, embargo, public~~
19 ~~related utility, or governmental statutes or regulations super imposed after the fact.~~

20
21 ~~XIX. STATUS OF~~ **CONTRACTOR**

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

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35 **XXI. TERM**

36 ~~— A. This specific Agreement with CONTRACTOR is only one of several agreements to which the~~
37 ~~term of this Master Agreement applies.~~ A. The term of this ~~Master~~ Agreement shall commence

1 on
 2 ~~July 1, 2012~~ and terminate ~~on June 30, 2013; provided, however, that the specific term for~~
 3 ~~CONTRACTOR shall be~~ as specified in the Referenced Contract Provisions of this Agreement; ~~and,~~
 4 ~~unless otherwise sooner terminated as~~ provided ~~further that the parties~~ in this Agreement; provided,
 5 however, CONTRACTOR shall ~~continue to~~ be obligated to ~~comply with the requirements and~~ perform
 6 ~~the such~~ duties ~~specified in~~ as would normally extend beyond this Agreement. ~~Such duties include, term,~~
 7 ~~including~~ but ~~are~~ not limited to, obligations with respect to confidentiality, indemnification, audits,
 8 reporting; and accounting.

9 ~~—B. Any duties pursuant to this Agreement to deposit monies or make any payment shall not be due~~
 10 ~~until ten (10) days after the commencement of this Agreement.~~

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

13
 14 **XXII. TERMINATION**

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

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

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

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

- 25 1. The loss by CONTRACTOR of legal capacity.
- 26 2. Cessation of services.
- 27 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
 28 another entity without the prior written consent of COUNTY.
- 29 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 30 required pursuant to this Agreement.
- 31 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
 32 Agreement.
- 33 6. The continued incapacity of any physician or licensed person to perform duties required
 34 pursuant to this Agreement.
- 35 7. Unethical conduct or malpractice by any physician or licensed person providing services
 36 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR

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2 removes such physician or licensed person from serving persons treated or assisted pursuant to this
3 Agreement.

4 E. CONTINGENT FUNDING

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

6 a. The continued availability of federal, state, and county funds for reimbursement of
7 COUNTY's expenditures, and

8 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
9 approved by COUNTY's Board of Supervisors.

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

13 F. In the event this Agreement is terminated prior to the completion of the term as specified in the
14 Referenced Contract Provisions of the Agreement, ADMINISTRATOR may, at its sole discretion,
15 reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the
16 Agreement.

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

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

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

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

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

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

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

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

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

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XXIII. ~~H.~~ THIRD PARTY BENEFICIARY

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

XXIV. WAIVER OF DEFAULT OR BREACH

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

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

3
4 ~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA CONSTITUTIONAL~~
5 ~~CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER~~

6 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA A CONSTITUTIONAL CORPORATION,
7 ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER – SANTA ANA AND UC IRVINE
8 FAMILY HEALTH CENTER – ANAHEIM

9
10 BY: _____ DATED: _____

11
12 TITLE: _____

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15 BY: _____ DATED: _____

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17 TITLE: _____

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20 ~~BY: _____ DATED: _____~~

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22 ~~TITLE: _____~~

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28 COUNTY OF ORANGE

29
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31 BY: _____ DATED: - _____

32 -HEALTH CARE AGENCY

33
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35
36 APPROVED AS TO FORM

1 OFFICE OF THE COUNTY COUNSEL
2 ORANGE COUNTY, CALIFORNIA

3
4
5 BY: _____ DATED: _____
6 DEPUTY

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10 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
11 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
12 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 ~~HCA~~ ADMINISTRATOR.

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EXHIBIT A
 TO AGREEMENT ~~BETWEEN~~
~~COUNTY OF ORANGE~~
 AND
~~THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CALIFORNIA~~
~~CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH~~
~~CENTER~~
 FOR PROVISION OF
 COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE
 AND
~~JULY 1, 2012~~ THE REGENTS OF THE UNIVERSITY OF CALIFORNIA A CONSTITUTIONAL
CORPORATION, ON BEHALF OF UC IRVINE FAMILY HEALTH CENTER – SANTA ANA AND
UC IRVINE FAMILY HEALTH CENTER – ANAHEIM
APRIL 8, 2014 THROUGH JUNE 30, ~~2013~~ 2014

I. DEFINITIONS

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

- A. “Abortion Related Services” means any referrals, counseling, or promotion or advocacy of abortion as a method of family planning provided by a community clinic.
- B. “Abortion Services” means the actual provision of abortions by a community clinic.
- C. “Case Management Services” means a collaborative process that facilitates the achievement of patient wellness and through advocacy, assessment, planning, communication, education, resources management, and service facilitation. Based on the needs and the values of the patient, and in collaboration with all direct service providers, the case ~~manger~~ manager links patient with appropriate providers and resources throughout the continuum of health and human services and care settings. Case Management Services shall not be considered direct services.
- D. “Community Clinic” means any State of California licensed for profit or non-profit community clinics, mobile health clinics, as well as university and hospital-affiliated clinics within the geographic boundary of Orange County, California where children and families receive immunizations, primary, specialty, dental health care services, and mental health care services.
- E. “Contracting Clinic” means a Community Clinic that has executed an Agreement for the Provision of Community Clinic Services with COUNTY that is the same as the Agreement.
- F. “Direct Dental Services” means a visit between a patient and dentist or dental hygienist, skilled and licensed in the practice of prevention, for the purpose of prevention, assessment, diagnosis, or

1 treatment of dental problems, including restoration. The appointment may include x-rays, a
 2 comprehensive examination of the teeth, gums, jaws, bite and oral tissues. The purpose of the
 3 examination is both to observe any problems and to establish a baseline. The dentist or staff member
 4 may also clean and polish teeth. For a Direct Dental Service to be defined as a visit, the contact and
 5 provision of Direct Dental Services must be recorded in the patient's record.

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7 G. "Direct Medical Services" means a face-to-face contact between a patient and licensed clinical
 8 health provider, who exercises independent judgment in the provision of preventative, diagnostic and
 9 treatment services as well as therapeutic measures. A visit can include medically indicated pharmacy,
 10 radiology, and laboratory services. For a Direct Medical Service to be defined as a visit, the contact and
 11 provision of Direct Medical Services must be recorded in the patient's record.

12 H. "Direct Mental Health Services~~Service~~" means a face-to-face contact between a patient, or
 13 group of patients, and licensed clinical health provider or specialist, or between a patient and an
 14 individual who has graduated with a Master's Degree or higher in mental health services and is fulfilling
 15 the required psychiatry resident hours who exercises independent judgment in the provision of
 16 preventative, diagnostic, treatment services and therapeutic measures for mental health. A visit includes
 17 medically indicated pharmacy, radiology, and laboratory services. ~~Psychiatric visits shall be considered~~
 18 ~~as specialist visits.~~ For a Direct Mental Health Service to be defined as a visit, the contact and provision
 19 of Direct Mental Health Services must be recorded in the patient's record. A Direct Mental Health
 20 Service provided to a group of patients shall be billed as one Visit, regardless of the number of patients
 21 present in the group.

22 ~~I~~ I. "Direct Vision Service" means a face-to-face contact between a patient and an Optometrist or
 23 other licensed vision care provider or specialist, skilled and licensed in vision care services, for the
 24 purpose of prevention, assessment, diagnosis, or treatment of vision problems. The appointment may
 25 include x-rays and a comprehensive examination of the patient's vision. The purpose of the examination
 26 is both to observe any vision problems and to establish a baseline. For a Direct Vision Service to be
 27 defined as a visit, the contact and provision of Direct Vision Services must be recorded in the patient's
 28 record.

29 J. "EAPC" means funding allocated to Community Clinics is to improve the quality and expand
 30 the access of outpatient health care for the medically indigent persons residing in underserved areas of
 31 California. Community Clinics may ~~claim~~ claims EAPC funding for health services ~~provided~~ provide to
 32 persons between twenty-one (21) years and sixty-five (65) years of age with incomes at or below two
 33 hundred (200%) percent of the federally defined poverty level who do not have any third party health or
 34 dental coverage. Services which are billed to EAPC shall not be considered reimbursable through the
 35 Agreement.

36 K. "FPACT" means a federal program that provides reimbursement for reproductive health
 37 services for medically indigent females and males. FPACT focuses outreach efforts at adults at or below

two hundred (200%) percent of the FPL who are at risk of unintended pregnancy. The program provides pregnancy prevention services, including contraceptives, and sexually transmitted disease preventive services and education. Services billable to the FPACT Program shall not be considered reimbursable through the Agreement.

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

~~LM~~. “FQHC” means a fully licensed community clinic that has been licensed by the State of California, or is exempt from such licensure, and designated by the Federal Government as a Federally Qualified Health Center.

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

~~NO~~. “Unfunded Patient” means a person who does not qualify for any government or privately funded health insurance plan or whose government or privately funded health insurance does not cover a specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded their maximum benefit limits.

II. BUDGET AND PAYMENTS ~~BUDGET AND PAYMENTS~~

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

1. ~~\$7081~~.00 per visit for Direct Dental Services
2. ~~\$8472~~.00 per visit for Direct Medical Services
3. ~~\$5162~~.00 per visit for Direct Mental Health Services
4. \$55.00 per visit for Direct Vision Services

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	Contracting Clinic	Maximum Obligation	Patient Visits		
			Dental Services	Medical Services	Mental Health Services
1.	—AltaMed	\$319,068	339	3,516	
2.	—Birth Choice	\$115,836		1,379	
3.	—Camino Health Center	\$224,748		2,676	
4.	—Central City	\$328,404	1,173	2,737	322
5.	—Children’s Hospital of Orange County	\$90,624		1,079	
6.	—Friends of Family	\$120,504	498	1,020	
7.	—Gary Center	\$256,440	2,418		1,710
8.	—Healthy Smiles for Kids	\$90,564	1,294		
9.	—Hurt Family Health Clinic (OCRM)	\$183,144	649	1,640	
10.	—Korean Community Services	\$75,000		893	
11.	—Laguna Beach Community Clinic	\$146,784		1,748	
12.	—Lestonnac Free Clinic	\$414,156		4,935	
13.	—Nhan Hoa Comprehensive Health Clinic	\$243,408	1,390	1,740	
14.	—North OC Regional Health Foundation	\$57,264		682	
15.	—Serve the People	\$121,956		1,452	
16.	—Share Our Selves Free Medical Clinic	\$314,676	2,516	1,650	
17.	—Sierra Health Center	\$84,336		1,004	
18.	—St. Joseph—La Amistad	\$140,604	2,008		
19.	—St. Joseph—Puente a la Salud	\$126,000		1,500	
20.	—St. Jude Community Clinic	\$318,048	1,320	2,575	183
21.	—UCI Family Health Clinics	\$209,340	243	2,290	
22.	—VNCOC Asian Health Center	\$136,044	780	245	1,193
	Contracting Clinic—Continued	Maximum Obligation	Patient Visits		
			Dental Services	Medical Services	Mental Health Services
23.	One of Two New Clinics	\$150,000		1,786	
24.	Two of Two New Clinics				
	TOTAL	\$4,266,948	14,628	36,547	—3,408

<u>Contracting Clinic</u>	<u>Maximum</u>	<u>Patient Visits</u>
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		<u>Obligation</u>	<u>Dental Services</u>	<u>Medical Services</u>	<u>Mental Health Services</u>	<u>Vision Services</u>
1.	<u>UCI Family Health Clinics – Anaheim</u>	\$9,900	0	137	0	0
2.	<u>UCI Family Health Clinics – Santa Ana</u>	\$80,100	0	1,112	0	0
	<u>TOTAL</u>	<u>\$90,000</u>	<u>0</u>	<u>1,249</u>	<u>0</u>	<u>0</u>

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

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

D. CONTRACTOR’s Cost Report, as required in accordance with Paragraph V. of the Agreement, shall be deemed to be a final request by CONTRACTOR to adjust the number and types of services specified above, and the corresponding Maximum Obligation.

E. PAYMENT METHOD: COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Paragraph A. less applicable revenues; provided, however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR’s Maximum Obligation as specified in Paragraph II.B above, and provided further that the total of all payments to all Contracting Clinics does not exceed COUNTY’s ~~Aggregate~~ Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

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

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

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

~~GF~~. CONTRACTOR’s invoice shall be on a form approved or supplied by COUNTY and provide

1 such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each
2 month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)
3 days after receipt of the correctly completed invoice form. Invoices received from CONTRACTOR
4 after the tenth (10th) working day of the month may not be paid within the same month.

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6 ~~H. No single monthly payment to CONTRACTOR shall exceed one twelfth (1/12th) of~~
7 ~~CONTRACTOR's Maximum Obligation, unless authorized by ADMINISTRATOR. If~~
8 ~~CONTRACTOR billed less than one twelfth (1/12) of its Maximum Obligation in any month and has a~~
9 ~~month for which CONTRACTOR has provided more than one twelfth (1/12) of its Maximum~~
10 ~~Obligation, CONTRACTOR may submit a Supplemental Invoice for the additional units of services,~~
11 ~~which would cause CONTRACTOR to exceed one twelfth (1/12) of its Maximum Obligation; provided,~~
12 ~~however, that the total paid to CONTRACTOR does not exceed its pro-rated Maximum Obligation for~~
13 ~~that same period of time.~~

14 ~~I~~ G. At ADMINISTRATOR's sole discretion, COUNTY shall not be obligated to reimburse
15 CONTRACTOR for invoices submitted later than ~~90~~ (ninety 90) calendar days following the end of a
16 month.

17 ~~J~~ H. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
18 documentation including, but not limited to, ledgers, books, and records of services provided.

19 ~~K~~ I. COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any
20 provision of the Agreement.

21 ~~L~~ J. COUNTY shall not reimburse CONTRACTOR for direct services provided beyond the
22 expiration and/or termination of the Agreement, except as may otherwise be provided under the
23 Agreement, or specifically agreed upon in a subsequent Agreement.

24 ~~M~~ K. CONTRACTOR shall ensure a Financial Separation and Physical Separation if engaging in
25 the provision of Abortion Services.

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27 **III. ~~REPORTS~~ REPORTS**

28 A. CONTRACTOR shall submit, on forms provided or approved by COUNTY, fiscal and/or
29 programmatic reports as requested by COUNTY concerning CONTRACTOR's activities as they relate
30 to the Agreement. COUNTY will be specific as to the nature of the information requested and allow
31 thirty (30) calendar days for CONTRACTOR to respond.

32 ~~B. CONTRACTOR shall collect and submit the following quality data to the Coalition of Orange~~
33 ~~County Community Clinics (Coalition) for use in its Access and Quality Program:~~

34 ~~1. Comprehensive Diabetic Measures (eighteen (18) to seventy five (75) years of age) annual~~
35 ~~reporting of HbA1c Controls in Diabetics, LDL Control in Patients with Diabetes, and Blood Pressure;~~
36 ~~and~~

37 ~~2. Retinopathy (Annual Exam); and~~

- ~~3. Nephrology (Annual Micro Albumin Lab); and~~
- ~~4. Body Mass Index (BMI) (2-17 year olds) Annual Report of counseling for nutrition and physical activity including discussed behaviors, a checklist of addressed issues, referrals for nutritional and physical activities, and anticipatory guidance for nutrition and activity including:~~
 - ~~a. Annual adolescent well-care visits; and~~
 - ~~b. Annual well-child visits in the 3rd through 6th years of life.~~
- ~~5. Persistent Asthma the percentage of 5-50 years of age during the measurement year who were identified as having persistent asthma and who were appropriately prescribed medication during the measurement year.~~
- ~~6. Hypertension the percentage of members eighteen (18) to eighty five (85) years of age who had diagnosis of hypertension (HTN) and whose BP was adequately controlled (<140/90) during the measurement year.~~
- ~~7. Preventative measures including, but not limited to, age appropriate immunizations and prostate exams and cervical and breast screenings.~~

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

IV. ~~SERVICES~~ SERVICES

A. SERVICES TO BE PROVIDED:

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

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

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

- a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.
- b. Provide tobacco use cessation and prevention education as appropriate.
- c. Cooperate with COUNTY to track tobacco-related activities and enhance existing tobacco services.

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

1 B. STAFFING

2 1. CONTRACTOR shall provide the administrative and clinical staffing necessary to provide
3 the services specified herein.

4 2. CONTRACTOR shall provide services pursuant to the Agreement in a culturally competent
5 manner by recruiting, hiring and maintaining staff that can provide direct services to the diverse
6 population served under the Agreement. CONTRACTOR shall provide direct services in a language
7 appropriate and culturally sensitive manner, in a setting accessible to diverse communities.

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

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

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

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

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