

1 AGREEMENT FOR PROVISION OF
2 CALIFORNIA CHILDREN’S SERVICES ELIGIBILITY TECHNICIAN SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
7 JULY 1, 2018 THROUGH JUNE 30, 2021
8

9 THIS AGREEMENT entered into this 1st day of July 2018, is by and between the COUNTY OF
10 ORANGE, a political subdivision of State of California (COUNTY) and
11 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA, a California nonprofit corporation
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
13 as “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange
14 Health Care Agency (ADMINISTRATOR).

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of California
18 Children’s Services Eligibility Technician Services to the residents of Orange County; and

19 WHEREAS, CONTRACTOR’s mission is to lead, represent and serve hospitals, and work
20 collaboratively with other stakeholders to enhance community health.

21 WHEREAS, CONTRACTOR is dedicated to enhancing services to hospitals to improve the
22 operating environment for hospitals and the health status of the communities they serve.

23 WHEREAS, CONTRACTOR works with county boards of supervisors, chambers of commerce,
24 local health departments, and other agencies to help improve the quality and accessibility of health
25 services for the communities.

26 WHEREAS, CONTRACTOR member hospitals consistently and uniformly provide safe, high-
27 quality, cost-effective and culturally-appropriate health care services.

28 WHEREAS, the California Children's Service (CCS) program is a State-mandated program that
29 provides diagnostic, treatment, and therapy services to eligible children with physical disabilities.

30 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
31 conditions hereinafter set forth:

32 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
33 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2018 through June 30, 2021

Period One means the period from July 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Basis: Revenue Agreement

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Program Support Services
405 West 5th Street, Suite 746
Santa Ana, CA 92701

and

County of Orange
California Children’s Services
Harriet Fain, Division Manager
200 Santa Ana Blvd., Suite 100
Santa Ana, CA 92701

CONTRACTOR: Hospital Association of Southern California
515 S. Figueroa, Suite 1300
Los Angeles, CA 90071
Scott Twomey, Chief Financial Officer
stwomey@hasc.org

cc:

Hospital Association of Southern California
12383 Lewis Street, Suite 101
Garden Grove, CA 92840
Ana Reza, VP of Patient Access Services
AREza@hasc.org

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I. ACRONYMS

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

1		
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3		
4	A. ARRA	American Recovery and Reinvestment Act of 2009
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CCS	California Children's Services Program
9	F. CEO	County Executive Office
10	G. CFR	Code of Federal Regulations
11	H. CHOC	Children's Hospital of Orange County
12	I. CHPP	COUNTY HIPAA Policies and Procedures
13	J. CHS	Correctional Health Services
14	K. COI	Certificate of Insurance
15	L. D/MC	Drug/Medi-Cal
16	M. DHCS	California Department of Health Care Services
17	N. DPFS	Drug Program Fiscal Systems
18	O. DRS	Designated Record Set
19	P. ePHI	Electronic Protected Health Information
20	Q. GAAP	Generally Accepted Accounting Principles
21	R. HASC	Hospital Association of Southern California
22	S. HCA	Health Care Agency
23	T. HHS	Federal Health and Human Services
24	U. HIPAA	Health Insurance Portability and Accountability Act of 1996,
25		Public Law 104-191
26	V. HITECH	Health Information Technology for Economic and Clinical Health
27		Act, Public Law 111-005
28	W. HSC	California Health and Safety Code
29	X. ISO	Insurance Services Office
30	Y. MHP	Mental Health Plan
31	Z. OCJS	Orange County Jail System
32	AA. OCR	Federal Office for Civil Rights
33	AB. OCSD	Orange County Sheriff's Department
34	AC. OIG	Federal Office of Inspector General
35	AD. OMB	Federal Office of Management and Budget
36	AE. OPM	Federal Office of Personnel Management
37	AF. PA DSS	Payment Application Data Security Standard

1	AG. PC	California Penal Code
2	AH. PCI DSS	Payment Card Industry Data Security Standard
3	AI. PHI	Protected Health Information
4	AJ. PII	Personally Identifiable Information
5	AK. PRA	Public Record Act
6	AL. SIR	Self-Insured Retention
7	AM. UCIMC	University of California Irvine Medical Center
8	AN. USC	United States Code
9	AO. W&IC	California Welfare and Institutions Code

10
11 **II. ALTERATION OF TERMS**

12 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully
13 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
14 matter of this Agreement.

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

19
20 **III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

34 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
35 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
36 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
37 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
2 delegation in derogation of this subparagraph shall be void.

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

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

12 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
13 CONTRACTOR shall provide written notification within thirty (30) calendar days to
14 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
15 governing body of CONTRACTOR at one time.

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

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

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

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

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

31
32 **IV. FACILITIES, PAYMENTS AND SERVICES**

33 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
34 this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
35 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the
36 minimum number and type of staff which meet applicable federal and state requirements, and which are
37 necessary for the provision of the services hereunder.

V. INDEMNIFICATION AND INSURANCE

1
2 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
3 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
4 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
5 ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability
6 of any kind or nature, including but not limited to personal injury or property damage, arising from or
7 related to the services, products or other performance provided by CONTRACTOR pursuant to this
8 Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent
9 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
10 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
11 Neither Party shall request a jury apportionment.

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

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

24 D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
25 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
26 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
27 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
28 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
29 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
30 subject to the same terms and conditions as set forth herein for CONTRACTOR.

31 E. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant
32 to this Agreement shall be covered under Contractor's insurance as an Additional Insured or maintain
33 insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall
34 not allow subcontractors to work if subcontractors have less than the level of coverage required by
35 County from Contractor under this Agreement. It is the obligation of Contractor to provide notice of the
36 insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any
37 //

1 subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the
2 entirety of this Agreement for inspection by County representative(s) at any reasonable time.

3 F. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any
4 self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically
5 be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited
6 financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of,
7 any other indemnity provision(s) in this Contract, agrees to all of the following:

8 1. In addition to the duty to indemnify and hold the County harmless against any and all
9 liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's
10 performance of this Contract, Contractor shall defend the County at its sole cost and expense with
11 counsel approved by Board of Supervisors against same; and

12 2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty
13 to indemnify or hold harmless; and

14 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
15 which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as
16 though the Contractor was an insurer and the County was the insured.

17 G. If CONTRACTOR fails to maintain insurance as required in this Paragraph V
18 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
19 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
20 Agreement.

21 H. QUALIFIED INSURER

22 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
23 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
24 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
25 but not mandatory, that the insurer be licensed to do business in the state of California (California
26 Admitted Carrier).

27 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
28 Risk Management retains the right to approve or reject a carrier after a review of the company's
29 performance and financial ratings.

30 I. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
31 limits and coverage as set forth below:

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1	<u>Coverage</u>	<u>Minimum Limits</u>
2		
3	Commercial General Liability	\$1,000,000 per occurrence
4		\$2,000,000 aggregate
5		
6	Automobile Liability including coverage	\$1,000,000 per occurrence
7	for owned, non-owned and hired vehicles	
8		
9	Workers' Compensation	Statutory
10		
11	Employers' Liability Insurance	\$1,000,000 per occurrence
12		
13	Network Security & Privacy Liability	\$1,000,000 per claims made
14		
15	Professional Liability Insurance	\$1,000,000 per claims made
16		\$1,000,000 aggregate
17		
18	Sexual Misconduct Liability	\$1,000,000 per occurrence
19		

20 J. REQUIRED COVERAGE FORMS

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

23 K. REQUIRED ENDORSEMENTS

24 1. The Commercial General Liability policy shall contain the following endorsements, which
 25 shall accompany the COI:

26 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
 27 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
 28 agents as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY**
 29 **WRITTEN AGREEMENT.**

30 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
 31 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
 32 insurance maintained by the County of Orange shall be excess and non-contributing.

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

36 M. Contractor shall notify COUNTY in writing within thirty (30) days of any policy cancellation
 37 and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to

1 COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the
2 contract, upon which the COUNTY may suspend or terminate this contract.

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

5 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
6 insurance of any of the above insurance types throughout the term of this Agreement which shall be
7 mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange
8 Risk Manager as appropriate to adequately protect COUNTY.

9 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
10 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
11 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
12 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
13 Agreement by COUNTY.

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

17 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 19 a. Prior to the start date of this Agreement.
20 b. No later than the expiration date for each policy.
21 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
22 changes to any of the insurance types as set forth in Subparagraph G, above.

23 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
24 the Referenced Contract Provisions of this Agreement.

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

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

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

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

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

5 **VI. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

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VII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
5 required by the laws, regulations and requirements of the United States, the State of California,
6 COUNTY, and all other applicable governmental agencies.

7 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

28
29 **VIII. NONDISCRIMINATION**

30 A. EMPLOYMENT

31 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
32 unlawfully discriminate against any employee or applicant for employment because of his/her race,
33 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
34 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
35 orientation, or military and veteran status. Additionally, during the term of this Agreement,
36 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
37 not unlawfully discriminate against any employee or applicant for employment because of his/her race,

1 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
2 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
3 orientation, or military and veteran status.

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

8 3. CONTRACTOR shall not discriminate between employees with spouses and employees
9 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
10 the provision of benefits.

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

14 5. All solicitations or advertisements for employees placed by or on behalf of
15 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
16 for employment without regard to race, religious creed, color, national origin, ancestry, physical
17 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
18 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
19 shall be deemed fulfilled by use of the term EOE.

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

25 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
26 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
27 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
29 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
30 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
31 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
32 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the
33 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
34 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
35 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
36 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
37 or more of the factors identified above:

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

10 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
 11 through a written statement that CONTRACTOR’s and/or subcontractor’s clients may file all
 12 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
 13 ADMINISTRATOR or the U.S. Department of Health and Human Services’ OCR.

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

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

20 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 21 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 22 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
 23 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 24 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 25 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 26 with succeeding legislation.

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

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

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 37 //

IX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

C. Each party, including subcontractors, shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose either party or any of such other parties to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR or any subcontractors.

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

X. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

//

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

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

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

9
10 **XI. SEVERABILITY**

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

16
17 **XII. STATUS OF CONTRACTOR**

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

29
30 **XIII. TERM**

31 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions
32 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified
33 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided
34 in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as
35 would normally extend beyond this term, including but not limited to, obligations with respect to
36 confidentiality, indemnification, audits, reporting and accounting.

37 //

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

3
4 **XIV. TERMINATION**

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

7 **B. CONTINGENT FUNDING**

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

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

11 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
12 approved by the Board of Supervisors.

13 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
14 or renegotiate this Agreement upon forty-five (45) calendar days written notice given CONTRACTOR.

15 C. Upon termination CONTRACTOR's and COUNTY's obligations pursuant to the Payments
16 Paragraph of Exhibit A to this Agreement shall be adjusted to reflect the early termination. The
17 termination of this Agreement under this paragraph or under the Term Paragraph of this Agreement
18 shall not affect in any way the duties that, either party owes each party, pertaining to services provided
19 during the term of this Agreement which would or could extend beyond the date this Agreement
20 terminates.

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

23
24 **XV. THIRD PARTY BENEFICIARY**

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

28 **XVI. WAIVER OF DEFAULT OR BREACH**

29 Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any
30 breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.
31 Waiver of any default or any breach shall not be considered a modification of the terms of this
32 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 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA

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6 DocuSigned by:
7 BY: George Greene DATED: 3/20/2018
8 0D914BF8EC774E8...

9 TITLE: CEO

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11 DocuSigned by:
12 BY: Scott Twomey DATED: 3/20/2018
13 2AFE93E35062400...

14 TITLE: SVP-CFO

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17
18 COUNTY OF ORANGE

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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

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30 DocuSigned by:
31 BY: Eric Divine DATED: 3/15/2018
32 64F3686C4E6D4FD...
33 DEPUTY

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 CALIFORNIA CHILDREN’S SERVICES ELIGIBILITY TECHNICIAN SERVICES
 WITH
 HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
 JULY 1, 2018 THROUGH JUNE 30, 2021

I. DEFINITIONS

A. Approved CCS Panel Status means a provider who has applied for panel membership, met established federal and state standards and been approved by the State Department of Health Services. A paneled provider agrees to comply with CCS procedures, accept the State Schedule of Maximum Allowances as payment in full and accept referrals without discrimination on the basis of race, religion or political beliefs.

B. California Children’s Services Program (CCS) is a statewide, tax-supported program of specialized medical care and rehabilitation for disabled children whose families are unable to provide for all or part of their care.

C. CCS Medical Eligibility List means CCS medical eligibility Title 22 California Code of Regulations Chapter 3, Article 2.

D. Eligibility Technician means a COUNTY employee performing eligibility determination functions.

E. Full Time shall be equal to an average of forty (40) hours worked per week.

II. BUDGET

A. The following budget is set forth for informational purposes only, of the costs of providing the services hereunder.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
Salaries	\$107,933	\$113,330	\$118,997
Benefits	53,848	56,540	59,367
Overhead	32,118	33,724	35,411
Mileage	53	55	58
Supplies	<u>53</u>	<u>55</u>	<u>58</u>
TOTAL COST	\$194,005	\$203,704	\$213,891

B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A to the Agreement.

III. CONTRACTOR RESPONSIBILITIES

1
2 A. The parties understand that CONTRACTOR intends to carry out the following responsibilities by
3 means of subcontracts with the University of California, Irvine Medical Center and at Children's Hospital
4 of Orange County hereinafter known as HOSPITAL. The parties may mutually agree, in writing, to add
5 or remove hospitals at any time during the term of this Agreement. CONTRACTOR shall provide
6 COUNTY with a copy of each subcontract relevant to this Agreement.

7 B. The parties agree that the goal of this Agreement is to obtain CCS program applications from one
8 hundred percent (100%) of all clients referred to CCS by HOSPITAL, excluding Full Scope Medi-Cal.
9 Each HOSPITAL must, at a minimum, obtain CCS program applications from an average of seventy-five
10 percent (75%) of all clients referred to CCS, excluding Full Scope Medi-Cal, based on a three-month
11 rolling average. If any HOSPITAL fails to maintain this performance standard, ADMINISTRATOR
12 may, at its sole discretion, remove the Eligibility Technician from that HOSPITAL's location upon thirty
13 (30) calendar days' notice in writing to CONTRACTOR and HOSPITAL.

14 C. CONTRACTOR shall require that HOSPITAL maintain Approved CCS Panel Status.

15 D. The parties agree that each Eligibility Technician shall average seventy-five (75) referrals per
16 month, based on a three-month rolling average. The maximum referrals for any one (1) Eligibility
17 Technician in a given month shall not exceed eighty-five (85). In the event such maximum is reached in a
18 given month, HOSPITAL shall refer any additional clients for that month to the central CCS office.

19 E. CONTRACTOR shall arrange for interpreters to be used by the Eligibility Technicians when the
20 Eligibility Technicians reasonably determine that there is a need for an interpreter for any particular
21 patient.

22 F. CONTRACTOR shall arrange for adequate messenger service for delivery of financial evaluation
23 information to and from the CCS office at 200 Santa Ana Blvd., Suite 100, Santa Ana, California 92701,
24 or at another location specified by ADMINISTRATOR.

25 G. Only patients with a medical diagnosis included on the CCS Medical Eligibility List shall be
26 referred directly to the Eligibility Technicians. Residential and financial eligibility for all other patients
27 shall be determined at the central CCS office.

28 H. CONTRACTOR shall arrange for clerical support to follow-up on forms needed to complete the
29 CCS eligibility determination, photocopying (when an Eligibility Technician is off site or otherwise
30 unavailable) and other miscellaneous clerical duties as reasonably required.

31 I. CONTRACTOR shall arrange for the purchase, installation, maintenance, and replacement when
32 necessary of equipment required to interface with the CCS automated case management system for use by
33 the Eligibility Technicians. Equipment shall be compatible with the existing CCS system and shall
34 include the following:

- 35 1. Terminal as specified by ADMINISTRATOR;
- 36 2. Keyboard as specified by ADMINISTRATOR;
- 37 3. Modem capable of transmitting/receiving at baud rate specified by ADMINISTRATOR;

- 4. Letter quality printer; and
- 5. Ergonomic keyboard tray and chair.

J. OFFICE REQUIREMENTS:

1. Each participating hospital shall provide office space for the Eligibility Technicians assigned to the hospital as follow, at no cost to COUNTY:

a. A minimum of one hundred ten (110) square feet of office space to accommodate interviewing at their desks, with adequate privacy for confidentiality during client interviews: or

b. A minimum of one hundred ten (110) square feet of office space, which is in close proximity to a conference room, or other suitable space, with adequate privacy for confidentiality during client interviews.

c. Workspace that complies with all Federal and State disability regulations and laws.

2. Each participating hospital shall provide office equipment for the Eligibility Technicians assigned to the hospital as follows, at no cost to COUNTY:

a. An ergonomically correct desk chair with arms, and a computer table/desk with an adjustable height keyboard tray;

b. Two (2) letter size file cabinets, one with a lock to secure the Eligibility Technicians belongings and client case records;

c. One (1) bookcase;

d. A data jack and at least one (1) or more telephone lines in the work space and additional lines, as needed; and

3. Each participating hospital shall provide the Eligibility Technicians and CCS with at least ninety (90) calendar days advance notice of any change to office space and/or equipment. HASC and CCS may mutually agree in writing to modify the notice requirements as stated in this Paragraph.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Contractor Responsibilities Paragraph of this Exhibit A to the Agreement.

IV. COUNTY RESPONSIBILITIES

A. COUNTY shall provide two (2) full-time Eligibility Technicians, one at each HOSPITAL. Eligibility Technicians shall conduct financial evaluations that determine the residential and financial eligibility of patients for the CCS program.

B. The Eligibility Technicians shall determine residential and financial eligibility for patients with medical diagnoses included on the CCS Medical Eligibility List. Residential and financial eligibility for all other patients will be determined by the central CCS office. This process is subject to evaluation and may be modified upon written mutual agreement by ADMINISTRATOR and CONTRACTOR.

C. Financial evaluations to determine CCS eligibility shall be processed in accordance with all applicable federal and state statutes, regulations, and guidelines.

//

1 D. COUNTY shall have sole responsibility for supervision of the Eligibility Technicians. The
2 Eligibility Technicians shall observe HOSPITAL's procedures with respect to patient care and facilities
3 and shall follow general safety rules.

4 E. At all times the Eligibility Technicians shall be considered employees of COUNTY. COUNTY
5 shall establish work hours for the Eligibility Technicians in accordance with applicable COUNTY rules
6 and regulations.

7 F. The Eligibility Technicians shall work full-time on site at HOSPITAL, at the work stations
8 determined by CONTRACTOR, exclusive of, but not limited to, planned vacations, COUNTY holidays,
9 sick leave, jury duty, COUNTY required meetings, personal emergencies including bereavement, and
10 disability leaves.

11 G. COUNTY shall not be obligated to provide a replacement Eligibility Technician in the event an
12 assigned worker is temporarily absent for any reason. COUNTY shall make a good faith effort to provide
13 a replacement Eligibility Technician in the event a position becomes vacant.

14 H. COUNTY may refuse to provide the Eligibility Technician services hereunder if adequate space,
15 equipment, supplies, clerical support, interpreters, parking and messenger service are not provided, or if
16 any material provision of this Agreement is breached by CONTRACTOR or HOSPITALS.

17 I. COUNTY shall provide to CONTRACTOR a monthly statistical recap of CCS financial
18 evaluations and dispositions resulting from HOSPITALS' referrals to the Eligibility Technicians.

19 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the County
20 Responsibilities Paragraph of this Exhibit A to the Agreement.

21
22 **V. ISSUE RESOLUTION**

23 A. Either party may give written notice to the other, setting forth in specific terms the existence and
24 nature of any unresolved matter or concern related to the purposes and obligations of this Agreement.
25 Each party shall have fifteen (15) business days following such notice to obtain resolution of any issue(s)
26 identified in this manner, provided, however, by mutual consent this period of time may be extended to
27 thirty (30) business days.

28 B. If the parties are unable to obtain resolution of the issue(s), they shall submit a joint written
29 statement describing the facts of the issue, within thirty-seven (37) business days after the written notice
30 described above, to the ADMINISTRATOR's Director, and to CONTRACTOR's Senior Vice President
31 for resolution. If the parties are unable to prepare a joint statement, ADMINISTRATOR and
32 CONTRACTOR shall submit separate statements to the Director and Senior Vice President within thirty-
33 seven (37) business days. The Director and Senior Vice President shall meet and make their best effort to
34 resolve the matter within thirty (30) business days following submission of the statements. Resolution of
35 the dispute, or lack thereof, by the Directors shall be documented in the form of written correspondence
36 exchanged by the Directors within ten (10) business days following their meeting.

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VI. PAYMENTS

A. CONTRACTOR shall pay COUNTY for the actual costs of providing the services hereunder; provided, however, the total of all payments to COUNTY may exceed the amount specified above by a maximum of five percent (5%) of the final budget as determined in the Budget Paragraph of this Exhibit A to the Agreement.

B. COUNTY shall invoice CONTRACTOR quarterly, in arrears. COUNTY shall make its best efforts to invoice no later than forty-five (45) calendar days following the end of a quarter. CONTRACTOR shall pay COUNTY no later than forty-five (45) calendar days following receipt of such invoice. Quarterly payments are interim payments only, and are subject to reconciliation and final settlement.

C. All billings by COUNTY shall be supported by source documentation including, but not limited to, journals, time sheets, canceled checks, and records of services provided.

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