

AGREEMENT FOR PROVISION OF
CALIFORNIA CHILDREN’S SERVICES ELIGIBILITY TECHNICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND
HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA
JULY 1, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~2021

THIS AGREEMENT entered into this 1st day of July ~~2015, which date is enumerated for purposes of reference only~~2018, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and HOSPITAL ASSOCIATION OF SOUTHERN CALIFORNIA, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2015~~2018 through June 30, ~~2018~~2021

Period One means the period from July 1, ~~2015~~2018 through June 30, ~~2016~~2019

Period Two means the period from July 1, ~~2016~~2019 through June 30, ~~2017~~2020

Period Three means the period from July 1, ~~2017~~2020 through June 30, ~~2018~~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
~~Anthony Rose~~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		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act <u>of 2009</u>
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	<u>California</u> 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	<u>Federal</u> Health and Human Services
24	U. HIPAA	Health Insurance Portability and Accountability Act of 1996,
25		Public Law 104-191
26	V.	V. HITECH Health Information Technology for Economic and Clinical Health
27		Act, Public Law 111-005
28	<u>W.</u>	<u>HSC California Health and Safety Code</u>
29	W.	X. ISO Insurance Services Office
30	<u>Y.</u>	X. MHP Mental Health Plan
31	<u>Z.</u>	Y. OCJS Orange County Jail System
32	Z.	OCPD Orange County Probation Department
33	AA. OCR	<u>Federal</u> Office for Civil Rights
34	AB. OCSD	Orange County Sheriff's Department
35	AC. OIG	<u>Federal</u> Office of Inspector General
36	AD. OMB	<u>Federal</u> Office of Management and Budget
37	AE. OPM	Federal Office of Personnel Management

1	AF. PA DSS	Payment Application Data Security Standard
2	AG. PC	State of California Penal Code
3	AH. PCI DSS	Payment Card Industry Data Security Standard
4	AI. PHI	Protected Health Information
5	AJ. PII	Personally Identifiable Information
6	AK. PRA	Public Record Act
7	AL. SIR	Self-Insured Retention
8	AM. The HITECH Act	The Health Information Technology for Economic and Clinical Health
9		Act, Public Law 111-005
10	AN. AM.	UCIMC University of California Irvine Medical Center
11	AOAN.	USC United States Code
12	AP. WIC	State of <u>AO. W&IC</u> California Welfare and
13		Institutions Code

II. ALTERATION OF TERMS

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

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 the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

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

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

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

7 3. ~~Whether~~ If CONTRACTOR is a ~~nonprofit or for-profit~~ governmental organization,
 8 ~~CONTRACTOR shall provide written notification of CONTRACTOR's intent~~ any change to assign the
 9 ~~obligations hereunder, either~~ another structure, including a change in whole or part, to
 10 ~~ADMINISTRATOR not less~~ more than ~~sixty (60) calendar days prior to the effective date~~ fifty percent
 11 (50%) of the composition of ~~the~~ its governing body (i.e. Board of Supervisors, City Council, School
 12 Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this
 13 paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

IV. FACILITIES, PAYMENTS AND SERVICES

COUNTYCONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with Exhibit A to this Agreement. ~~CONTRACTOR agrees to make arrangements to provide facilities, equipment and supplies to COUNTY staff providing services in accordance with Exhibit A to this Agreement.~~ ~~CONTRACTOR~~ COUNTY shall compensate, and authorize, when applicable, said services. COUNTYCONTRACTOR 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.

V. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to indemnify, defend with ~~Counsel~~counsel approved in writing by COUNTY, 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. 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~~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. 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.

D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance, at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with ~~and~~. CONTRACTOR agrees to maintainkeep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR

1 pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth
2 herein for CONTRACTOR. ~~CONTRACTOR~~

3 E. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant
4 to this Agreement shall be covered under Contractor's insurance as an Additional Insured or maintain
5 insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall
6 not allow subcontractors to work if subcontractors have less than the level of coverage required by
7 ~~COUNTY~~ County from ~~CONTRACTOR~~ Contractor under this ~~agreement~~ Agreement. It is the obligation
8 of ~~CONTRACTOR~~ Contractor to provide notice of the insurance requirements to every subcontractor
9 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
10 insurance must be maintained by ~~CONTRACTOR~~ Contractor through the entirety of this
11 ~~agreement~~ Agreement for inspection by ~~COUNTY~~ County representative(s) at any reasonable time.

12 ~~E. F.~~ All self-insured retentions (SIRs) ~~and deductibles~~ shall be clearly stated on the ~~COI. If no~~
13 ~~SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line~~ Certificate of
14 ~~coverage~~ Insurance. Any self-insured retention (SIR) ~~or deductible~~ in an amount in excess of ~~\$25~~ Fifty
15 ~~Thousand Dollars (\$50,000 (\$5,000 for automobile liability))~~ shall specifically be approved by the
16 ~~County Executive Office (CEO)/Office of~~ County's Risk Management Manager, or designee, upon review
17 of ~~CONTRACTOR's~~ Contractor's current audited financial report. If Contractor's SIR is approved,
18 Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract,
19 agrees to all of the following:

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

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

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

29 G. If CONTRACTOR fails to maintain insurance ~~acceptable to COUNTY~~ as required in this
30 Paragraph V (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement,
31 ~~COUNTY~~ may such failure shall constitute a breach of CONTRACTOR's obligation hereunder and
32 ground for COUNTY to terminate this Agreement.

33 **GH. QUALIFIED INSURER**

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

1 Admitted Carrier).

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

5 H. The policy or policies of insurance, ~~or~~ maintained by CONTRACTOR shall provide the
6 minimum limits and coverage as set forth below:

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

29 J. REQUIRED COVERAGE FORMS

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

32 K. REQUIRED ENDORSEMENTS –

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

35 a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13
36 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,
37 employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS

REQUIRED BY WRITTEN AGREEMENT.

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

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

LM. Contractor shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this contract.

MN. The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

NO. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement which shall be mutually agreed upon. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

OP. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable ~~COI's~~ COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this Agreement ~~may be in breach without further notice to CONTRACTOR, and by COUNTY shall be entitled to all legal remedies.~~

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

QR. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance

1 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
2 have sole discretion to impose one or both of the following:

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

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

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

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

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

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

23 24 25 **VI. INSPECTIONS AND AUDITS**

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

36 //

37 B. CONTRACTOR shall actively participate and cooperate with any person specified in

1 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 2 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
 3 evaluation or monitoring.

4 C. AUDIT RESPONSE

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

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

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

21 **VII. LICENSES AND LAWS**

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

27 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

35 //

36 c. A certification that CONTRACTOR has fully complied with all applicable federal and
 37

1 state reporting requirements regarding its employees;

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

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

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

13 **VIII. NONDISCRIMINATION**

14 **A. EMPLOYMENT**

15 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
16 unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic~~
17 ~~group identification~~, race, ~~religion~~, ~~ancestry~~, ~~religious creed~~, color, ~~creed~~, ~~sex~~, ~~marital status~~, national
18 origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~, or ~~ancestry~~, physical or ~~disability~~,
19 mental disability, ~~medical condition~~, ~~genetic information~~, ~~marital status~~, ~~sex~~, ~~gender~~, ~~gender identity~~,
20 ~~gender expression~~, ~~age~~, ~~sexual orientation~~, or ~~military and veteran status~~. Additionally, during the term
21 of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
22 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
23 because of his/her ~~ethnic group identification~~, race, ~~religion~~, ~~ancestry~~, ~~religious creed~~, color, ~~creed~~, ~~sex~~,
24 ~~marital status~~, national origin, ~~age (40 and over)~~, ~~sexual orientation~~, ~~medical condition~~, or ~~ancestry~~,
25 physical or ~~disability~~, mental disability, ~~medical condition~~, ~~genetic information~~, ~~marital status~~, ~~sex~~,
26 ~~gender~~, ~~gender identity~~, ~~gender expression~~, ~~age~~, ~~sexual orientation~~, or ~~military and veteran status~~.

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

31 3. CONTRACTOR shall not discriminate between employees with spouses and employees
32 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
33 the provision of benefits.

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36 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
37 employment, notices from ADMINISTRATOR and/or the United States Equal Employment

1 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2 5. All solicitations or advertisements for employees placed by or on behalf of
3 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
4 for employment without regard to ~~ethnic group identification, race, religion, ancestry, religious creed,~~
5 color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition,~~
6 ~~or ancestry,~~ physical ~~or disability,~~ mental disability, ~~medical condition, genetic information, marital~~
7 ~~status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran~~
8 ~~status.~~ Such requirements shall be deemed fulfilled by use of the term EOE.

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

14 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
15 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
16 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed,~~ color, ~~creed, sex,~~
17 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~
18 physical ~~or disability,~~ mental disability, ~~medical condition, genetic information, marital status, sex,~~
19 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
20 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
21 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
22 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
23 Regulations; ~~); and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et~~
24 ~~seq.~~ as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
25 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
26 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
27 limited to the following based on one or more of the factors identified above:

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

37 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients

1 through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or subcontractor's clients may
 2 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
 3 subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human ~~Services~~ Services
 4 OCR.

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

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

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

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

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

27 IX. NOTICES

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

37 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of

1 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
 2 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
 3 Parcel Service, or any other expedited delivery service.

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

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

11 **X. RECORDS MANAGEMENT AND MAINTENANCE**

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

15 B. CONTRACTOR shall ~~implement and maintain administrative, technical and physical~~
 16 ~~safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of~~
 17 ~~PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall~~
 18 ~~mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in~~
 19 ~~violation of federal or state regulations and/or COUNTY policies.~~

20 ~~— C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure~~
 21 ~~manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish~~
 22 ~~and implement written record management procedures.~~

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

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

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

32 ~~— 1. The medical records and billing records about individuals maintained by or for a covered~~
 33 ~~health care provider;~~

34 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
 35 commencement of the contract, unless a longer period is required due to legal proceedings such as
 36 litigations and/or settlement of claims.
 37

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

3 //

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

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

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

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

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

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

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

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

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

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

30 ~~L.G.~~ CONTRACTOR may be required to retain all records involving litigation proceedings and
 31 settlement of claims for a longer term ~~which will be as~~ directed by ~~the~~ ADMINISTRATOR.

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

35 **XI. SEVERABILITY**

36 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 37 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any

1 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 2 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 3 in full force and effect, and to that extent the provisions of this Agreement are severable.

4 5 **XII. STATUS OF CONTRACTOR**

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

18 19 **XIII. TERM**

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

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

28 29 **XIV. TERMINATION**

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

32 B. CONTINGENT FUNDING

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

34 //

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

37 b. Inclusion of sufficient funding for the services hereunder in the applicable budget

1 approved by the Board of Supervisors.

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

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

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

12
13 **XV. THIRD PARTY BENEFICIARY**

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

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

18 Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any
19 breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.
20 Waiver of any default or any breach shall not be considered a modification of the terms of this
21 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

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: _____

32 DEPUTY

33
34
35
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, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~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.

	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>
—Salaries	\$ 107,130	\$ 108,737	110,368
—Benefits	24,340	24,584	24,830
—Overhead	29,430	29,724	30,021
—Mileage	50	50	50
—Supplies	50	50	50
—Small Office Equipment	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
TOTAL:	\$162,000	\$164,145	\$166,319

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

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

III. CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

- 11 1. Terminal as specified by ADMINISTRATOR;
- 12 2. Keyboard as specified by ADMINISTRATOR;
- 13 3. Modem capable of transmitting/receiving at baud rate specified by ADMINISTRATOR;
- 14 4. Letter quality printer; and
- 15 5. Ergonomic keyboard tray and chair.

16 J. OFFICE REQUIREMENTS:

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

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

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

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

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

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

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

31 c. One (1) bookcase;

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

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

37 //

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

3
4 **IV. COUNTY RESPONSIBILITIES**

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

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

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

14 //

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

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

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

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

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

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

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

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37 //

V. ISSUE RESOLUTION

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

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

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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