

AGREEMENT FOR PROVISION OF
COMMUNITY CLINIC SERVICES

BETWEEN
COUNTY OF ORANGE

AND

«UC_NAME»

«UC_DBA»

JULY 1, 2015 ~~2016~~ THROUGH JUNE 30, 2016 ~~2019~~

THIS AGREEMENT entered into this 19th day of May, 2015 July, 2016 which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and, «UC_NAME»_«UC_DBA», «CORP_STATUS» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

WITNESSETH:

WHEREAS, County of Orange (COUNTY) will receive Tobacco Settlement Revenues; and
~~WHEREAS, COUNTY and the health care community have identified the expansion of health care services provided by community clinics, to individuals without health care coverage, as one appropriate use of a portion of these funds; and~~

WHEREAS, there exists an established network of community clinics and Federally Qualified Health Center in Orange County with the capability to deliver direct medical, dental, mental health, vision, and physical/occupational therapy services using Tobacco Settlement Revenues; and

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of direct medical, dental, mental health, and vision services described herein 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:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, ~~2015~~2016 through June 30, ~~2016~~2019

Period One means the period from July 1, 2016 through June 30, 2017

Period Two means the period from July 1, 2017 through June 30, 2018

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

Aggregate Maximum Obligation: \$5,180,208

Period One Maximum Obligation	\$ 6,122,597
Period Two Maximum Obligation	6,122,597
Period Three Maximum Obligation	6,122,597
TOTAL MAXIMUM OBLIGATION	\$18,367,791

Basis for Reimbursement: Fee-For-Service

Payment Method: ~~Fee-For-Service~~ Payment in Arrears

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Contract Services
 405 West 5th Street, Suite 600
 Santa Ana, CA 92701-4637

CONTRACTOR: <LC_NAME>
 <LC_DBA>
 ATTN: <CONTACT>, <CONTACT_TITLE>
 <ADDRESS>
 <CITY_STATE_ZIP>

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I. ACRONYMS

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

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

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

~~H~~II. ALTERATION OF TERMS

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

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

~~II~~III. COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

36 //

37 b. has been convicted of a criminal offense related to the provision of health care items or

1 services and has not been reinstated in the federal and state health care programs after a period of
2 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

35 //

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

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

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

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

~~IV~~ IV. CONFIDENTIALITY

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

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

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V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

37 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY

1 pursuant to this Agreement.

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

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

7
8 ~~VI~~ **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

19
20 ~~VII~~ **VII. EXPENDITURE AND REVENUE REPORT**

21 ~~— A. No later than sixty (60) calendar days following termination of this Agreement, CONTRACTOR~~
22 ~~shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure and Revenue Report~~
23 ~~for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the~~
24 ~~procedure that is provided by ADMINISTRATOR and GAAP.~~

25 ~~VII. B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports~~
26 ~~throughout the term of this Agreement.~~

27
28 ~~VIII~~ **VIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

37 ~~IX.~~

VIII. INDEMNIFICATION AND INSURANCE

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

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. ~~If judgment~~ judgement 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, or maintain a program of self-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 to maintain such insurance coverage or maintain equivalent self-insurance during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance or equivalent self-insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

1 F. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this
2 Agreement, COUNTY may terminate this Agreement.

3 G. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$ 1,000,000 per claims made or Or per occurrence
Sexual Misconduct Liability	<u>\$1,000,000 per occurrence</u>
<u>Employee Dishonesty</u>	\$1,000,000 per occurrence

33 I. REQUIRED COVERAGE FORMS IF NOT SELF-INSURED

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

36 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA
37 0012, CA 00 20, or a substitute form providing coverage at least as broad.

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

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

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

10 3. If Contractor's Professional Liability, Technology Errors & Omissions and/or Network
11 Security & Privacy Liability are "Claims Made" policy(ies), Contractor shall agree to maintain coverage
12 for two (2) years following the completion of the Contract.

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

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

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

22 N. ~~If CONTRACTOR's Professional~~ The Network Security and Privacy Liability policy ~~is a "claims~~
23 ~~made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two~~
24 ~~years~~ contain the following completion endorsements which shall accompany the Certificate of
25 Agreement Insurance:

26 1. An Additional Insured endorsement naming the County of Orange, its elected and appointed
27 officials, officers, agents and employees as Additional Insureds for its vicarious liability.

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

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

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

37 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If

1 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
 2 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may
 3 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
 4 remedies.

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

8 S. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

~~X~~. **IX. INSPECTIONS AND AUDITS**

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

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

C. **AUDIT RESPONSE**

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

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

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

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

1 possible or is inappropriate due to the nature of the inspection or evaluation.

2
3 ~~XI. X.~~ **LICENSES AND LAWS**

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

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

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

19 D. CONTRACTOR attests, to the best of its knowledge, that all physicians providing services at
20 CONTRACTOR, under this Agreement, are and will continue to be as long as this Agreement remains in
21 effect, the holders of currently valid licenses to practice medicine in the State of California and are
22 members in “good standing” of the medical staff of CONTRACTOR’s facility.

23 E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

35 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
36 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
37 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

1 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;-and
 2 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
 3 grounds for termination of this Agreement.

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

7
 8 ~~XII.~~ **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

28
 29 ~~XIII.~~ **XII. MAXIMUM OBLIGATION**

30 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 31 agreements for Community Clinic Services is during Period One, Period Two, and Period Three are as
 32 specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with
 33 CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies.
 34 It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of
 35 this these Aggregate Maximum Obligation Obligations.

36 B. At sole discretion of ADMINISTRATOR, ADMINISTRATOR may increase or decrease the
 37 Period One, Period Two, and Period Three Aggregate Maximum Obligations, provided the total of these

1 individual Aggregate Maximum Obligations does not exceed the Total Aggregate Maximum Obligation
 2 of COUNTY as specified in the Referenced Contract Provisions of this Agreement.

3 C. ADMINISTRATOR may amend the Aggregate Maximum Obligation for any Period, provided
 4 that the total of all amendments does not exceed ten percent (10%) of the Period One funding for this
 5 Agreement.

7 **XIII. MINIMUM WAGE LAWS**

9 ~~XIV~~ A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 10 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
 11 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
 12 this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its
 13 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR
 14 also pay their employees no less than the greater of the federal or California Minimum Wage.

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

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

23 **XIV. NONDISCRIMINATION**

24 A. EMPLOYMENT

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 26 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
 27 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
 28 (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during
 29 the term of this Agreement, CONTRACTOR and its Covered Individuals shall make their best efforts to
 30 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or
 31 applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color,
 32 creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or
 33 physical or mental disability.

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

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

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

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

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

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

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

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

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

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

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

24 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
25 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
26 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.
27

28 ~~XV~~ XV. NOTICES

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

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

34 2. When faxed, transmission confirmed;

35 3. When sent by Email; or

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

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

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

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

11 ~~XVI~~ XVI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

1 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 2 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 3 requested.

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

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

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

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

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

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

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

25 N. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may
 26 provide written approval to CONTRACTOR to maintain records in a single location, identified by
 27 CONTRACTOR.

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

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

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

~~XVII~~//

XVII. RESEARCH AND PUBLICATION

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

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

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

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

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

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

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~~XIX. SEVERABILITY~~

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

~~XX. XIX. STATUS OF CONTRACTOR~~

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

11 ~~XXI~~. XXI. TERM

13 A. This specific Agreement with CONTRACTOR is only one of several- agreements to which the
 14 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference
 15 Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement
 16 shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise
 17 sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated
 18 to perform such duties as would normally extend beyond this term, including but not limited to, obligations
 19 with respect to confidentiality, indemnification, audits, reporting and accounting.

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

22 ~~XXII~~. XXI. TERMINATION

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

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

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

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

- 34 1. The loss by CONTRACTOR of legal capacity.
- 35 2. Cessation of services.
- 36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 37 another entity without the prior written consent of COUNTY.

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Agreement.

3 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this
4 Agreement.

5 6. The continued incapacity of any physician or licensed person to perform duties required
6 pursuant to this Agreement.

7 7. Unethical conduct or malpractice by any physician or licensed person providing services
8 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
9 removes such physician or licensed person from serving persons treated or assisted pursuant to this
10 Agreement.

11 E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

37 6. If records are to be transferred to COUNTY, pack and label such records in accordance with

1 | directions provided by ADMINISTRATOR.

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

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

6 |
7 | ~~XXIII.~~ XXII. **THIRD PARTY BENEFICIARY**

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

11 |
12 | ~~XXIV.~~ XXIII. **WAIVER OF DEFAULT OR BREACH**

13 | Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
14 | subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
15 | Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
16 | default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
17 | Agreement.

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

3
4 «UC_NAME»

5 «UC_DBA»

6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18
19 COUNTY OF ORANGE

20
21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY

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

30
31 BY: _____ DATED: _____

32 DEPUTY

33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any
36 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the
37 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
COMMUNITY CLINIC SERVICES
BETWEEN
COUNTY OF ORANGE

AND
«UC_NAME»
«UC_DBA»

JULY 1, ~~2015~~2016 THROUGH JUNE 30, ~~2016~~2019

I. DEFINITIONS

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

A. "Abortion Related Services" means any referrals, counseling, or promotion or advocacy of abortion as a method of family planning provided by a community clinic.

B. "Abortion Services" means the actual provision of abortions by a community clinic.

C. "Case Management Services" means a collaborative process that facilitates the achievement of patient wellness and through advocacy, assessment, planning, communication, education, resources management, and service facilitation. Based on the needs and the values of the patient, and in collaboration with all direct service providers, the case ~~manger~~manager links patient with appropriate providers and resources throughout the continuum of HHS and care settings. Case Management Services shall not be considered direct services.

D. "Community Clinic" means any State of California licensed for profit or non-profit community clinics, mobile health clinics, as well as university and hospital-affiliated clinics within the geographic boundary of Orange County, California where children and families receive immunizations, primary, specialty, dental health care services, and mental health care services.

E. "Contracting Clinic" means a Community Clinic that has executed an Agreement for the Provision of Community Clinic Services with COUNTY that is the same as the Agreement.

F. "Direct Dental Services" means a visit between a patient and dentist or dental hygienist, skilled and licensed in the practice of prevention, for the purpose of prevention, assessment, diagnosis, or treatment of dental problems, including restoration. The appointment may include x-rays, a comprehensive examination of the teeth, gums, jaws, bite and oral tissues. The purpose of the examination is both to observe any problems and to establish a baseline. The dentist or staff member may also clean and polish teeth. For a Direct Dental Service to be defined as a visit, the contact and provision of Direct Dental Services must be recorded in the patient's record.

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

6 H. "Direct Mental Health Service" means a face-to-face contact between a patient, or group of
 7 patients, and licensed clinical health provider or specialist, or between a patient and an individual who has
 8 graduated with a Master's Degree or higher in mental health services and is fulfilling who exercises
 9 independent judgment in the provision of preventative, diagnostic, treatment services and therapeutic
 10 measures for mental health.

11 1. Services may also be provided by Interns. "Intern" means an individual enrolled in an
 12 accredited graduate program accumulating clinically supervised work experience hours as part of field
 13 work, internship, or practicum requirements. Acceptable graduate programs include all programs that
 14 assist the student in meeting the educational requirements in becoming a MFT, a licensed CSW, or a
 15 licensed Clinical Psychologist.

16 2. A Direct Mental Health Service visit includes medically indicated pharmacy, radiology, and
 17 laboratory services. For a Direct Mental Health Service to be defined as a visit, the contact and provision
 18 of Direct Mental Health Services must be recorded in the patient's record. A Direct Mental Health Service
 19 provided to a group of patients may be billed as one Visit per patient; provided, however, that a clinical
 20 note is entered into each patient's record for the group visit.

21 I. "Direct Physical Therapy" means a face-to-face contact between a patient and a licensed physical
 22 therapist or his/her assistant acting under his/her direction. The appointment shall include the evaluation
 23 of functional impairments and their management using established therapeutic modalities which may
 24 include, but are not limited to, hot and cold packs, mechanical traction, neuro-muscular
 25 re-education, manual therapy, electrical stimulation and ultrasound. Such interventions must be recorded
 26 in the patient's medical record. Within this category of services, the following may also be
 27 provided/reported:

28 1. "Occupational Therapy" means a face-to-face contact between a patient and a licensed
 29 Occupational Therapist. The appointment shall focus on the maintenance and/or development of daily
 30 living activities and work skills using adaptive techniques to manipulate the patient's environment. The
 31 aim of such activity shall be to achieve maximal functional independence. Such interventions must be
 32 recorded in the patient's medical record.

33 2. "Speech and Language Therapy" means a face-to-face contact between a patient and a
 34 licensed Speech and Language Therapist. An appointment shall include the evaluation and treatment of
 35 communication and swallowing disorders using both informal and standardized assessments and tests.
 36 Such interventions must be recorded in the patient's medical record.

37 //

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

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

~~L. "FPACT" means~~ K. "FPACT" means Family Planning, Access, Care, and Treatment and is a federal program that provides reimbursement for reproductive health services for medically indigent females and males. FPACT focuses outreach efforts at adults at or below two hundred (200%) percent of the FPL who are at risk of unintended pregnancy. The program provides pregnancy prevention services, including contraceptives, and sexually transmitted disease preventive services and education. Services billable to the FPACT Program shall not be considered reimbursable through the Agreement.

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

N. "FQHC" means a fully licensed community clinic that has been licensed by the State of California, or is exempt from such licensure, and designated by the Federal Government as a Federally Qualified Health Center. For the purposes of this Agreement, FQHCs shall also include FQHC Look-Alikes.

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

~~P~~ O. "Tobacco Settlement Revenue Funds" or "TSR Funds" means those Tobacco Settlement Revenue funds received by COUNTY, pursuant the Codified Ordinances of Orange County, Title 1, Division 4, Article 14, to be distributed to nonprofit community clinics, mobile health clinics, university and hospital-affiliated clinics, so that children and families receive immunizations, primary, specialty and dental health care services.

P. "Uncompensated Care Visit" or "UCC Visit" means any visit provided to an Unfunded Patient that meets the definition of Direct Medical Service, Direct Dental Service, Direct Mental Health Service,

1 Direct Physical Therapy, and/or Direct Vision Service and would be reimbursable in accordance with the
 2 Agreement, whether or not there is sufficient funding allocated to CONTRACTOR for reimbursement of
 3 all provided Uncompensated Care Visits.

4 Q. "Unfunded Patient" means a person who does not qualify for any government or privately funded
 5 health insurance plan or whose government or privately funded health insurance does not cover a specific
 6 service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded their
 7 maximum benefit limits.

8 **II. BUDGET**

9 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph and
 10 CONTRACTOR's individual Maximum Obligation for each Period as set forth in this
 11 Exhibit A to the Agreement ~~and the following budget, which are set forth for informational purposes~~

12 B. The parties agree that the total of all Uncompensated Care Visits reported to ADMINISTRATOR
 13 shall be the official data used to complete the allocation calculations set forth Paragraph I.I.C below. The
 14 UCC Visits that shall be used for calculating for each applicable Period are as follows:

15 1. Period One calculations shall be based on the total of all UCC Visits provided between
 16 January 1, 2015 and December 31, 2015.

17 2. Period Two calculations shall be based on the total of all UCC Visits provided between
 18 January 1, 2016 and December 31, 2016.

19 3. Period Three calculations shall be based on the total of all UCC Visits provided between
 20 January 1, 2017 and December 31, 2017.

21 **C. BUDGET ALLOCATION METHODOLOGY**

22 TSR Funds shall be allocated to Contracting Clinics for each Period based on total reported
 23 Uncompensated Care Visits.

24 1. ADMINISTRATOR shall identify the amount of available TSR Funds for each Period and
 25 make adjustments to the amount available of TSR funds as follows:

26 a. The available TSR Funding shall be reduced by \$150,000. This funding shall be set aside
 27 for the first year of operation for any new Contracting Clinics that may enter the Master Agreement during
 28 any given Period.

29 1) New Contracting Clinics shall be allocated \$75,000 each Period for their first two
 30 (2) years of operation, as determined by ADMINSTRATOR and the level of UCC Visits provided by the
 31 new Contracting Clinic. After the two year period, the new Contracting Clinic shall be subject to the
 32 allocation methodology described in subparagraph C.2 below.

33 2) New Contracting Clinics that do not spend their entire first year allocation of
 34 \$75,000, may roll-over the unspent funds to be used in their second year of operation, provided that the
 35 total allocated to the new Contracting Clinic, over a two (2) year period does not exceed \$150,000.

36 b. ~~only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and~~
 37 ~~CONTRACTOR.~~

~~B~~ The available TSR Funding and reduce this amount by the amount allocated for new Contracting Clinics identified in a prior Period, which are now in the second year of operation.

c. The available TSR Funding shall be reduced by any specific Contracting Clinic allocation that may have been rolled over from a prior Period in accordance with Paragraph III.B.3 of Exhibit A to the Agreement.

d. Unallocated TSR Funds or unspent TSR Funds remaining at the end of a Period may be added to the available TSR Funds for the subsequent Period.

1) The amount of adjusted available TSR Funds shall be allocated to all Contracting Clinics based upon the ratio of UCC Visits provided by each Contracting Clinic to the total UCC Visits provided by all Contracting Clinics.

2) The number of UCC Visits to be provided by each Contracting Clinic for each Period shall be calculated based on the amount allocated to each Contracting Clinic for each Period.

a) Prior to the beginning of each Period, CONTRACTOR shall have the opportunity to review how its TSR Fund allocation was calculated and shall have an opportunity to provide or update information impacting its allocation.

b) Prior to the beginning of each Period, CONTRACTOR shall also review the proposed number UCC Visits to be funded by its allocation and make recommendations for any changes.

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

D. BUDGET ALLOCATION DISTRIBUTION

1. The Budget Distribution of TSR Funds for Period One is as follows:

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<u>Contracting Clinic</u> <u>Period One</u>		<u>Maximum</u> <u>Obligation</u>	<u>Patient Visits</u>			
<u>Budget</u>	<u>Medical</u>		<u>Dental</u>	<u>Mental Health</u>	<u>Vision</u>	<u>PT/OT/ Speech</u>
<u>Contracting Clinic</u>	<u>Maximum Obligation</u>					
AltaMed Health	\$ 761,424 828,180	8,095	1,805			

	<u>Contracting Clinic</u>	<u>Period One Budget</u>	<u>Maximum Obligation</u>	<u>Patient Visits</u>		
	<u>Contracting Clinic</u>	<u>Maximum Obligation</u>	<u>Medical</u>	<u>Dental</u>	<u>Mental Health</u>	<u>PT/OT/ Speech</u>
Services Corporation			<u>821</u>	<u>948</u>		
Buena Park Community Clinic	<u>45,694</u>	<u>40,096</u>	<u>446</u>			<u>215</u>
Camino Health Center	<u>244,368</u>	<u>346,722</u>	<u>3,216</u>			<u>184</u>
Center for Inherited Blood Disorders	<u>5,535</u>	<u>8,977</u>	<u>60</u>			<u>28</u>
Central City Community Health Center, Inc.	<u>118,602</u>	<u>146,354</u>	<u>965</u>	<u>470</u>	<u>116</u>	
Children's Hospital of Orange County	<u>23,985</u>	<u>19,501</u>	<u>316</u>			
Families Together of Orange County		<u>82,884</u>	<u>864</u>			<u>314</u>
Friends of Family Health Center	<u>133,884</u>	<u>144,883</u>	<u>1,507</u>	<u>239</u>		
The Gary Center	<u>309,360</u>			<u>2,101</u>	<u>2,245</u>	
Healthy Smiles for Kids of Orange County	<u>25,399</u>	<u>21,463</u>		<u>314</u>		
Hurtt Family Health Clinic,	<u>168,816</u>	<u>160,235</u>	<u>1,371</u>	<u>513</u>	<u>373</u>	
			<u>301</u>	<u>487</u>	<u>354</u>	

Contracting Clinic	Period One	Maximum Obligation	Patient Visits			
	Budget		Medical	Dental	Mental Health	Vision
Inc.						
Korean Community Services, Inc.	21,617 61,899	228 702			70 139	
Laguna Beach Community Clinic	100,859 335	657 1,321		616	17	
Livingstone Community Development Corporation	39,575 67,255	304 521		204 342		
Nhan Hoa Comprehensive Healthcare Clinic	195,261 164,384	1,120 930		1,299 112	22 17	65 48
North Orange County Regional Health Foundation	51,413 38,361	677 505				
Obria Medical Clinics of Southern California	84,592 98,940	1,114 302				
Reproductive Health Care Center, Inc. dba Sierra Health Center	59,624 54,166	785 713				
Serve the People, Inc.	220,691 243,822	2,776 3,064		74 80	61 73	

Contracting Clinic	Period One	Maximum Obligation	Patient Visits			
	Budget		Medical	Dental	Mental Health	Vision
Share Our Selves Corporation	658,966 829,802	6,019 7,598	2,311 880	232 308		
St. Jeanne de Lestonnac Free Clinic	586,212 834,630	6,383 9,118	1,249 750			
St. Jude Neighborhood Health Centers	899,921 1,130,052	5,565 8,751	2,400 5,048	509 472	488	
UCI Family Health Centers	198,366 264,417	2,401 3,198	147 192	65 94		
Vietnamese Community of Orange County, Inc.	76,044 71,027	301 282	454 426	265 244		
Vista Community Clinics, Inc.	214,212		1,567	1,409		
Two New Clinics	150,000					
TOTAL:	\$5,180,208 6,122,597	44,306 \$57,253	17,296 \$16,921	\$3,975 110	280 \$1,034	28 \$58

2. This distribution calculations may be amended by ADMINISTRATOR under one or more of the following circumstances, and for each occurrence ADMINISTRATOR shall prepare an amended Paragraph II.D.1. of this Exhibit A to the Agreement. CONTRACTOR agrees that said amended Paragraph may be provided to the Coalition of Orange County Community Clinics for distribution to all Contracting Clinics.

- a. Deletion of a Contracting Clinic participant in this Agreement
- b. Addition of a new Contracting Clinic participant in this Agreement
- c. Any change in corporate ownership of a Contracting Clinic

1 d. Any change in CONTRACTOR eligibility for funding

2 e. Any change in Tobacco Settlement Revenue funds received by COUNTY

3 f. Any change in a Contracting Clinic's percent of UCC Visits which would in turn affect
4 the distribution of Tobacco Settlement Revenue Funds specified herein.

5 g. Any correction to the distribution amount as a result of calculation error by
6 ADMINISTRATOR that is not due to any error in reporting by any Contracting Clinic.

7 h. Any correction following a review or audit of CONTRACTORS uncompensated visits
8 used to determine the distribution amount.

9 3. The parties agree that until the TSR Funds are actually received by COUNTY, the amount of
10 Tobacco Settlement Revenue is estimated and based on the budget approved by Orange County Board of
11 Supervisors each Fiscal Year.

12 4. The parties agree that rounding corrections may be made by ADMINISTRATOR prior to
13 distribution of funds.

14 5. The parties agree that a Budget Distribution table for Period Two and Period Three shall be
15 developed based on TSR Funds available and adjustments made from the previous year in accordance
16 subparagraph II.C of this Exhibit A to the Agreement.

17 **III. PAYMENTS**

18 A. COUNTY shall pay CONTRACTOR at the following rates per visit; provided, however, that the
19 total of all payments to all ~~CONTRACTOR's~~ Contracting Clinics does not exceed the Aggregate
20 Maximum Obligation for each Period as specified in the Referenced Contract Provisions of the
21 Agreement.
22

23 1. \$81.00 per visit for Direct Dental Services

24 2. \$76.00 per visit for Direct Medical Services

25 3. \$62.00 per visit for Direct Mental Health Services

26 4. \$35.00 per visit for Direct Physical, Occupational or Speech Therapy Visit

27 5. \$55.00 per visit for Direct Vision Services

28 ~~B. The amount~~ 6. If, based on the reimbursement of services throughout each Period,
29 the balance of CONTRACTOR's maximum obligation for any period is not sufficient to cover the full
30 rate per service as specified in ~~Subparagraph II.B of Exhibit~~ Paragraph A ~~shall not include equipment~~
31 ~~and/or structural improvement expenditures authorized and reimbursed under any prior agreement for~~
32 ~~Community Clinic Services.~~ above, ADMINISTRATOR may authorize a partial payment of any eligible
33 visit at an amount not to exceed the balance of CONTRACTOR's maximum obligation for the Period.

34 B. CONTRACTOR may request to use the identified funding for equipment and infrastructure upon
35 ADMINISTRATOR'S written approval.

36 1. ADMINISTRATOR'S written approval must be obtained before the CONTRACTOR
37 purchases any equipment or commences any structural improvement projects. CONTRACTOR shall

1 provide documentation necessary for the ADMINISTRATOR to approve Equipment/Structural
2 Improvement expenditures, including how the requested use of the funds will ensure continuation and/or
3 expansion of services to Unfunded Patients.

4 2. CONTRACTOR and ADMINISTRATOR shall mutually agree on how CONTRACTOR is
5 to be reimbursed if use of all or part of CONTRACTOR's funding for any Period is approved for
6 equipment and/or infrastructure needs.

7 3. CONTRACTOR

8 ~~— C. CONTRACTOR's Expenditure and Revenue Report, as referenced in the Terms and Conditions~~
9 ~~of the Agreement, shall be deemed to be a final request by CONTRACTOR to adjust the number and~~
10 ~~types of services specified above, and the corresponding Maximum Obligation.~~

11 shall make every reasonable effort to incur costs for the equipment and/or infrastructure needs within the
12 Period that the funds were allocated. CONTRACTOR may request approval, in writing, from
13 ADMINSTRATOR, to roll over any funds related to the authorized request; provided, however, that such
14 request must be submitted and approved before the end of the applicable Period.

15 D. PAYMENT METHOD

16 1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded
17 Patients at the rates per service specified in Subparagraph A.; provided however, that the total of all
18 payments to CONTRACTOR shall not exceed CONTRACTOR's Maximum Obligation for each Period
19 and provided further that the total of all payments to all CONTRACTOR's Contracting Clinics does not
20 exceed the Aggregate Maximum Obligation for each Period as specified in the Referenced Contract
21 Provisions of the Agreement.

22 2. CONTRACTOR agrees that all payments are interim payments only, and subject to the ~~Final~~
23 ~~Expenditure and Revenue Report~~ final year-end reconciliation.

24 3. CONTRACTOR ~~agrees that at the ADMINISTRATOR's sole discretion, payment for~~
25 ~~services provided in June shall be withheld pending receipt and review of CONTRACTOR's Expenditure~~
26 ~~and Revenue Report.~~

27 ~~4. STATE OF CALIFORNIA EAPC PROGRAM~~

28 ~~— a. CONTRACTOR agrees that if they participate in the State of California EAPC Program~~
29 ~~they shall first bill all Unfunded Patient visits; to the extent funding is available, to the EAPC program~~
30 ~~and thereafter shall claim such services against the Agreement.~~

31 ~~b. CONTRACTOR agrees that alternatively, at its discretion, they may choose to establish~~
32 ~~an additional payor source in its practice management system to identify Unfunded Patients claimed~~
33 ~~against the Agreement.~~

34 E. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide
35 such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each
36 month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21)
37 days after receipt of the correctly completed invoice form. Invoices received from CONTRACTOR after

the tenth (10th) working day of the month may not be paid within the same month.

~~F. TEN PERCENT LIMITATIONS~~

~~1. CONTRACTOR agrees that except as approved by the ADMINISTRATOR, no single monthly payment to CONTRACTOR shall exceed ten percent (10%) of CONTRACTOR's Maximum Obligation, unless authorized by ADMINISTRATOR.~~

~~2. CONTRACTOR agrees that a ten percent (10%) limit shall not apply to invoices which include reimbursement of Equipment/Structural Improvements; provided, however that the maximum reimbursement shall be as determined by ADMINISTRATOR.~~

~~3. CONTRACTOR agrees that if they have provided services resulting in calculated reimbursement exceeding the ten percent (10%) maximum for any invoice, ADMINISTRATOR may authorize additional payment for each invoice exceeding the ten percent (10%) maximum; provided, however, that the total of all additional invoice amounts exceeding the ten percent (10%) maximum shall not exceed the following amounts:~~

One-Time Funding Recipients	
Contracting Clinic	One-Time Funds
The Gary Center	\$76,708

~~G. F.~~ CONTRACTOR agrees that, at ADMINISTRATOR's sole discretion, COUNTY shall not be obligated to reimburse CONTRACTOR for invoices submitted later than ninety (90) calendar days following the end of a month.

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

~~I~~

~~H.~~ COUNTY may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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

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

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

IV. REPORTS

A. CONTRACTOR shall submit, on forms provided or approved by COUNTY, fiscal and/or programmatic reports as requested by COUNTY concerning CONTRACTOR's activities as they relate to

1 the Agreement. COUNTY will be specific as to the nature of the information requested and allow thirty
2 (30) calendar days for CONTRACTOR to respond.

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

5
6 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
7 Paragraph of this Exhibit A to the Agreement.

8 9 **V. SERVICES**

10 **A. SERVICES TO BE PROVIDED:**

11 1. CONTRACTOR shall provide any combination of the following services to Unfunded
12 Patients as specified in Paragraph II. of this Exhibit A to the Agreement: Direct Dental Services, Direct
13 Medical Services, Direct Mental Health Services, Direct Physical Therapy including, Occupational
14 Therapy and Speech and Language Therapy, and Direct Vision Services.

15 2. CONTRACTOR understands and agrees that funds provided through the Agreement shall
16 not be used for health education activities except those educational activities being provided in relation to
17 the services specified.

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

22 a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.

23 b. Provide tobacco use cessation and prevention education as appropriate.

24 c. Cooperate with COUNTY to track tobacco-related activities and enhance existing
25 tobacco services.

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

28 **B. STAFFING**

29 1. CONTRACTOR shall provide the administrative and clinical staffing necessary to provide
30 the services specified herein.

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

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

37 a. Records in personnel files attesting to efforts made in recruitment and hiring practices,

- 1 and participation in COUNTY-sponsored and other cultural competency training;
- 2 b. The availability of literature in multiple languages/formats as appropriate; and
- 3 c. Identification of measures taken to enhance accessibility for, and sensitivity to,
- 4 physically challenged communities.

5 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
6 Paragraph of this Exhibit A to the Agreement.

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