AGREEMENT FOR PROVISION OF COMMUNITY CLINIC SERVICES BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME»

«UC_DBA»

JULY 1, 20142015 THROUGH JUNE 30, 20152016

THIS AGREEMENT entered into this 20th19th day of May, 20142015 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).

W I T N E S S E T H:

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, and 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:
## CONTENTS

<table>
<thead>
<tr>
<th>PARAGRAPH</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Page</td>
<td>1</td>
</tr>
<tr>
<td>Contents</td>
<td>2</td>
</tr>
<tr>
<td>Referenced Contract Provisions</td>
<td>4</td>
</tr>
<tr>
<td>I. Acronyms</td>
<td>5</td>
</tr>
<tr>
<td>II. Alteration of Terms</td>
<td>6</td>
</tr>
<tr>
<td>III. Compliance</td>
<td>6</td>
</tr>
<tr>
<td>IV. Confidentiality</td>
<td>9</td>
</tr>
<tr>
<td>V. Delegation, Assignment and Subcontracts</td>
<td>10</td>
</tr>
<tr>
<td>VI. Employee Eligibility Verification</td>
<td>11</td>
</tr>
<tr>
<td>VII. Expenditure and Revenue Report</td>
<td>11</td>
</tr>
<tr>
<td>VIII. Facilities, Payments and Services</td>
<td>11</td>
</tr>
<tr>
<td>IX. Indemnification and Insurance</td>
<td>12</td>
</tr>
<tr>
<td>X. Inspections and Audits</td>
<td>15</td>
</tr>
<tr>
<td>XI. Licenses and Laws</td>
<td>16</td>
</tr>
<tr>
<td>XII. Literature, Advertisements, and Social Media</td>
<td>17</td>
</tr>
<tr>
<td>XIII. Maximum Obligation</td>
<td>18</td>
</tr>
<tr>
<td>XIV. Nondiscrimination</td>
<td>18</td>
</tr>
<tr>
<td>XV. Notices</td>
<td>20</td>
</tr>
<tr>
<td>XVI. Records Management and Maintenance</td>
<td>21</td>
</tr>
<tr>
<td>XVII. Research and Publication</td>
<td>23</td>
</tr>
<tr>
<td>XVIII. Right to Work and Minimum Wage Laws</td>
<td>23</td>
</tr>
<tr>
<td>XIX. Severability</td>
<td>23</td>
</tr>
<tr>
<td>XX. Status of Contractor</td>
<td>24</td>
</tr>
<tr>
<td>XXI. Term</td>
<td>24</td>
</tr>
<tr>
<td>XXII. Termination</td>
<td>24</td>
</tr>
<tr>
<td>XXIII. Third Party Beneficiary</td>
<td>26</td>
</tr>
<tr>
<td>XXIV. Waiver of Default or Breach</td>
<td>26</td>
</tr>
<tr>
<td>Signature Page</td>
<td>27</td>
</tr>
</tbody>
</table>

Attachment B

HCA ASR 15-000052
## CONTENTS

### EXHIBIT A

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Definitions</td>
<td>1</td>
</tr>
<tr>
<td>II. Budget</td>
<td>4</td>
</tr>
<tr>
<td>III. Payments</td>
<td>8</td>
</tr>
<tr>
<td>IV. Reports</td>
<td>10</td>
</tr>
<tr>
<td>V. Services</td>
<td>11</td>
</tr>
</tbody>
</table>
REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2014 through June 30, 2016

Aggregate Maximum Obligation: $5,343,056

Basis for Reimbursement: Fee-For-Service

Payment Method: Fee-For-Service

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: "LC_NAME"
  ATTN: Jim Palmer, President
  One Hope Drive
  Tustin, CA 92782

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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:

<table>
<thead>
<tr>
<th>A. ACH</th>
<th>Acute Care Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. ARRA</td>
<td>American Recovery and Reinvestment Act</td>
</tr>
<tr>
<td>C. ASRS</td>
<td>Alcohol and Drug Programs Reporting System</td>
</tr>
<tr>
<td>D. BH</td>
<td>Base Hospital</td>
</tr>
<tr>
<td>E. CCC</td>
<td>California Civil Code</td>
</tr>
<tr>
<td>F. CCR</td>
<td>California Code of Regulations</td>
</tr>
<tr>
<td>G. CERC</td>
<td>Children’s Emergency Receiving Center</td>
</tr>
<tr>
<td>H. CEO</td>
<td>County Executive Office</td>
</tr>
<tr>
<td>I. CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>J. CHPP</td>
<td>COUNTY HIPAA Policies and Procedures</td>
</tr>
<tr>
<td>K. CHS</td>
<td>Correctional Health Services</td>
</tr>
<tr>
<td>L. COI</td>
<td>Certificate of Insurance</td>
</tr>
<tr>
<td>M. D/MC</td>
<td>Drug/Medi-Cal</td>
</tr>
<tr>
<td>N. DHCS</td>
<td>Department of Health Care Services</td>
</tr>
<tr>
<td>O. DPFS</td>
<td>Drug Program Fiscal Systems</td>
</tr>
<tr>
<td>P. DRS</td>
<td>Designated Record Set</td>
</tr>
<tr>
<td>Q. ePHI</td>
<td>Electronic Protected Health Information</td>
</tr>
<tr>
<td>R. ERC</td>
<td>Emergency Receiving Center</td>
</tr>
<tr>
<td>S. GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>T. HCA</td>
<td>Health Care Agency</td>
</tr>
<tr>
<td>U. HHS</td>
<td>Health and Human Services</td>
</tr>
<tr>
<td>V. HIPAA</td>
<td>Health Insurance Portability and Accountability Act of 1996, Public Law 104-191</td>
</tr>
<tr>
<td>W. HSC</td>
<td>California Health and Safety Code</td>
</tr>
<tr>
<td>X. ISO</td>
<td>Insurance Services Office</td>
</tr>
<tr>
<td>Y. MHP</td>
<td>Mental Health Plan</td>
</tr>
<tr>
<td>Z. OCJS</td>
<td>Orange County Jail System</td>
</tr>
<tr>
<td>AA. OCPD</td>
<td>Orange County Probation Department</td>
</tr>
<tr>
<td>AB. OCR</td>
<td>Office for Civil Rights</td>
</tr>
<tr>
<td>AC. OCSD</td>
<td>Orange County Sheriff’s Department</td>
</tr>
<tr>
<td>AD. OCEMS</td>
<td>Orange County Emergency Medical Services</td>
</tr>
<tr>
<td>AE. OC-MEDS</td>
<td>Orange County Medical Emergency Data System</td>
</tr>
<tr>
<td>AF. OIG</td>
<td>Office of Inspector General</td>
</tr>
<tr>
<td>AG. OMB</td>
<td>Office of Management and Budget</td>
</tr>
</tbody>
</table>
II. ALTERATION OF TERMS

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

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

III. COMPLIANCE

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

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

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

3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s Compliance Program and Code of Conduct.
4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR’s Compliance Program and Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct does not contain all required elements.

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

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

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

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

2. An Ineligible Person shall be any individual or entity who:
   a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.
2. Such training will be made available to Covered Individuals within thirty (30) calendar days 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. 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.

"Attachment B"
V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

   1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.
2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.

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

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

**VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**VII. EXPENDITURE AND REVENUE REPORT**

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

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

**VIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

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

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

C. 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.

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

QUALIFIED INSURER

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

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

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$5,000,000 per occurrence</td>
</tr>
<tr>
<td></td>
<td>$5,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Liability including coverage</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>for owned, non-owned and hired vehicles</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers' Liability Insurance</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Professional Liability Insurance</td>
<td>$3,000,000 per claims made or per occurrence</td>
</tr>
<tr>
<td>Sexual Misconduct Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
</tbody>
</table>

REQU ID COVERAGE FORMS IF NOT SELF-INSURED

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.
REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, but limited to the indemnity obligations contained in Subparagraph VIII.A. above, which shall accompany the COI:

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

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

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

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

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

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

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

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

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

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

SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
a. Prior to, or at the time of, execution of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

XI. LICENSES AND LAWS

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

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

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

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

E. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:
   a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
   b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
   c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;
   d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

XIII. MAXIMUM OBLIGATION

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

XIV. NONDISCRIMINATION

A. EMPLOYMENT

1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall make their best efforts to require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

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

3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

XV. NOTICES

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

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

2. When faxed, transmission confirmed;
3. When sent by Email; or
4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

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

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

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

XVI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
F. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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.

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. STATUS OF CONTRACTOR

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

XXI. TERM

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

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

XXII. TERMINATION

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

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

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

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

E. CONTINGENT FUNDING

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

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. Until the date of termination, continue to provide the same level of service required by this Agreement.
4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

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

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

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

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

XXIII. THIRD PARTY BENEFICIARY

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

XXIV. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

«UC_NAME»

«UC_DBA»

BY: ___________________________ DATED: ___________________________

TITLE: ___________________________

BY: ___________________________ DATED: ___________________________

TITLE: ___________________________

COUNTY OF ORANGE

BY: ___________________________ DATED: ___________________________

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: ___________________________ DATED: ___________________________

DEPUTY

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 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.
EXHIBIT A

TO AGREEMENT FOR PROVISION OF COMMUNITY CLINIC SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME»

«UC_DBA»

JULY 1, 2014 THROUGH JUNE 30, 2015

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

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

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

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

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

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

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

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. “Unfunded Patient” means a person who does not qualify for any government or privately funded health insurance plan or whose government or privately funded health insurance does not cover a specific service needed by the patient. Unfunded Patients shall exclude those who have met or exceeded their maximum benefit limits.
## II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

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

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<tr>
<th>Contracting Clinic</th>
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<th>Patient Visits</th>
<th>Equipment/ Structural Improvements</th>
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7 of 11 EXHIBIT A

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HCA ASR 15-000052 Page 34 of 38
III. PAYMENTS

A. COUNTY shall pay CONTRACTOR at the following rates per visit; provided, however, that the total of all payments to all CONTRACTOR’s does not exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

1. $81.00 per visit for Direct Dental Services
2. $76.00 per visit for Direct Medical Services
3. $62.00 per visit for Direct Mental Health Services
4. $35.00 per visit for Direct Physical, Occupational or Speech Therapy Visit
5. $55.00 per visit for Direct Vision Services

B. The amount specified in Subparagraph II.B of Exhibit A shall not include equipment and/or structural improvement expenditures authorized and reimbursed under any prior agreement for Community Clinic Services. If CONTRACTOR has funding identified for Equipment/Structural Improvements in Subparagraph II.B. of Exhibit A, CONTRACTOR may use the identified funding for equipment and infrastructure upon ADMINISTRATOR’S written approval. The ADMINISTRATOR’S written approval must be obtained before the CONTRACTOR purchases any equipment or commences any structural improvement projects. CONTRACTOR shall provide documentation necessary for the ADMINISTRATOR to approve Equipment/Structural Improvement expenditures.

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

D. PAYMENT METHOD

1. COUNTY shall pay CONTRACTOR monthly, in arrears for services provided to Unfunded Patients at the rates per service specified in Subparagraph A.; provided however, that the total of all payments to CONTRACTOR shall not exceed CONTRACTOR’s Maximum Obligation and provided further that the total of all payments to all CONTRACTOR’s does not exceed the Aggregate Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement.

2. CONTRACTOR agrees that all payments are interim payments only, and subject to the Final Expenditure and Revenue Report.

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

4. STATE OF CALIFORNIA EAPC PROGRAM

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

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

E. CONTRACTOR’s invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Invoices are due by the tenth (10th) working day of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) 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

<table>
<thead>
<tr>
<th>Contracting Clinic</th>
<th>One-Time Funds</th>
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<tbody>
<tr>
<td>1. Central City</td>
<td>$88,392</td>
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<tr>
<td>2. Children’s Hospital of Orange County</td>
<td>$21,384</td>
</tr>
<tr>
<td>3. The Gary Center</td>
<td>$76,708</td>
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<td>4. Korean Community Services</td>
<td>$21,252</td>
</tr>
<tr>
<td>5. UCI Family Health Center</td>
<td>$117,816</td>
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</tbody>
</table>

4. CONTRACTOR agrees that if they are unable to expend their one-time allocation during the term of the Agreement, they may request to have their unspent allocation added to the subsequent Agreement for Community Clinic Services. For The Gary Center, an additional $76,708 shall also be made available in the subsequent Agreement.

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

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

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

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

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

A. SERVICES TO BE PROVIDED:

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

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

3. Tobacco Cessation and Prevention Activities – CONTRACTOR and COUNTY understand that Tobacco Settlement Revenues support the direct services funded through the Agreement and, as a result, CONTRACTOR shall use its best efforts to make the following services available, understanding that these services are not reimbursable through the Agreement.
   a. Screen all patients for tobacco use and exposure to environmental tobacco smoke.
   b. Provide tobacco use cessation and prevention education as appropriate.
   c. Cooperate with COUNTY to track tobacco-related activities and enhance existing tobacco services.

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

B. STAFFING

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

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

3. CONTRACTOR shall document its efforts to provide services in a culturally competent manner. Documentation may include, but not be limited to, the following:
   a. Records in personnel files attesting to efforts made in recruitment and hiring practices, and participation in COUNTY-sponsored and other cultural competency training;
   b. The availability of literature in multiple languages/formats as appropriate; and
   c. Identification of measures taken to enhance accessibility for, and sensitivity to, physically challenged communities.

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